

County of Monterey

Government Center - Board Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901



Meeting Agenda - Final

Join via Zoom at <https://montereycty.zoom.us/j/224397747> or in person at the address listed above

Tuesday, December 5, 2023

9:00 AM

This agenda includes Tuesday, December 5 and Wednesday December 6, 2023

Board of Supervisors of the Monterey County Water Resources Agency

Chair Supervisor Luis A. Alejo - District 1
Vice Chair Supervisor Glenn Church - District 2
Supervisor Chris Lopez - District 3
Supervisor Wendy Root Askew - District 4
Supervisor Mary L. Adams - District 5

Participation in meetings

While the Board chambers remain open, members of the public may participate in Board meetings in 2 ways:

1. You may attend the meeting in person; or,
2. You may observe the live stream of the Board of Supervisors meetings at <https://monterey.legistar.com/Calendar.aspx>, <http://www.mgtvonline.com/>, www.youtube.com/c/MontereyCountyTV or <https://www.facebook.com/MontereyCoInfo/>

If you choose not to attend the Board of Supervisors meeting but desire to make general public comment, or comment on a specific item on the agenda, you may do so in 2 ways:

a. submit your comment via email by 5:00 p.m. on the Monday prior to the Board meeting. Please submit your comment to the Clerk of the Board at cob@co.monterey.ca.us. In an effort to assist the Clerk in identifying the agenda item relating to your public comment please indicate in the Subject Line, the meeting body (i.e. Board of Supervisors Agenda) and item number (i.e. Item No. 10). Your comment will be placed into the record at the Board meeting.

b. you may participate through ZOOM. For ZOOM participation please join by computer audio at: <https://montereycty.zoom.us/j/224397747>

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: 224397747 when prompted. Please note there is no Participant Code, you will just hit # again after the recording prompts you.

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

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

Participación en reuniones

Mientras las cámaras de la Junta permanezcan abiertas, los miembros del público pueden participar en las reuniones de la Junta de 2 maneras:

- 1. Podrá asistir personalmente a la reunión; o,**
- 2. Puede observar la transmisión en vivo de las reuniones de la Junta de Supervisores en <https://monterey.legistar.com/Calendar.aspx>, <http://www.mgtvonline.com/>, www.youtube.com/c/MontereyCountyTV o <https://www.facebook.com/MontereyCoInfo/>**

Si elige no asistir a la reunión de la Junta de Supervisores pero desea hacer comentarios del público en general o comentar un tema específico de la agenda, puede hacerlo de 2 maneras:

a. envíe su comentario por correo electrónico antes de las 5:00 p.m. el lunes anterior a la reunión de la Junta. Envíe su comentario al Secretario de la Junta a cob@co.monterey.ca.us. En un esfuerzo por ayudar al secretario a identificar el tema de la agenda relacionado con su comentario público, indique en la línea de asunto el cuerpo de la reunión (es decir, la agenda de la Junta de Supervisores) y el número de artículo (es decir, el artículo n.º 10). Su comentario se colocará en el registro en la reunión de la Junta.

b. puedes participar a través de ZOOM. Para participar en ZOOM, únase por audio de computadora en: <https://montereycty.zoom.us/j/224397747>

O para participar por teléfono llame a cualquiera de estos números a continuación:

+1 669 900 6833 EE. UU. (San José)
+1 346 248 7799 EE. UU. (Houston)
+1 312 626 6799 EE. UU. (Chicago)
+1 929 205 6099 EE. UU. (Nueva York)
+1 253 215 8782 EE. UU.
+1 301 715 8592 EE. UU.

Ingrese este número de ID de reunión: 224397747 cuando se le solicite. Tenga en cuenta que no hay un código de participante, simplemente presione # nuevamente después de que la grabación lo solicite.

Se le colocará en la reunión como asistente; cuando esté listo para hacer un comentario público si se une al audio de la computadora, levante la mano; y por teléfono, presione *9 en su teclado.

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

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

PUBLIC COMMENTS: 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.

9:00 A.M. - Call to Order

Roll Call

Additions and Corrections for Closed Session by County Counsel

County Counsel will announce agenda corrections and proposed additions, which may be acted on by the Board as provided in Sections 54954.2 of the California Government Code. The public may comment on Closed Session items prior to the Board's recess to Closed Session.

Closed Session

1. Closed Session under Government Code section 54950, relating to the following items:
 - a. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
(1) *City of Marina vs. RMC Lonestar, et al.* (Monterey County Superior Court Case No. 20CV001387)
 - b. Pursuant to Government Code section 54956.9(d)(2), the Board will confer with legal counsel regarding one matter of significant exposure to litigation.

Public Comments for Closed Session

The Board Recesses for Closed Session Agenda Items

Closed Session may be held at the conclusion of the Board's Regular 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.

10:30 A.M. - Reconvene on Public Agenda Items

Roll Call

Additions and Corrections by Clerk

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

Code.

Consent Calendar

2. a. Approve and authorize the Monterey County Water Resources Agency General Manager to execute a quitclaim deed to convey levee easements of the Pajaro River Federal Flood Control Project (“Project”), in the unincorporated area of Monterey County, “as is” to the Pajaro Regional Flood Management Agency in accordance with the 2023 Operations, Maintenance, Repair, Replacement, and Rehabilitation Assignment Agreement (“OMRR&R Agreement”).
b. Find that the transfer of the subject easements is categorically exempt pursuant to the California Environmental Quality Act Guidelines 15301(c).

Attachments: [Board Report](#)
 [OMRR&R Agreement with PRFMA](#)
 [Quitclaim Deed](#)
 [Pajaro Levee Parcels](#)

3. Ratify Amendment No. 1 to the Services Agreement with the Pajaro Regional Flood Management Agency for Maintenance and Repair Activities of the Pajaro River Federal Flood Control Project (“Project”) to extend the term for one year to December 1, 2024, and include additional emergency response activities; and authorize the General Manager to execute the amendment.

Attachments: [Board Report](#)
 [MCWRA PRFMA Service Agreement](#)
 [Amendment No. 1](#)
 [Executed MCRWA Board Order No. 23-67](#)

Adjourn to 12:00 P.M. on Wednesday, December 6, 2023

Wednesday, December 6, 2023

12:00 P.M. - Call to Order

Roll Call

Scheduled Matters

4. Consider receiving an update on the repair projects at the Pajaro River Levee Left Bank in Monterey County and provide direction to staff as necessary.

Attachments: [Board Report](#)

Read Out from Closed Session

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: CS 23-062

December 05, 2023

Introduced: 11/20/2023

Current Status: Agenda Ready

Version: 1

Matter Type: Closed Session

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

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

(1) *City of Marina vs. RMC Lonestar, et al.* (Monterey County Superior Court Case No. 20CV001387)

b. Pursuant to Government Code section 54956.9(d)(2), the Board will confer with legal counsel regarding one matter of significant exposure to litigation.



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 23-164

December 05, 2023

Introduced: 11/22/2023

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

- a. Approve and authorize the Monterey County Water Resources Agency General Manager to execute a quitclaim deed to convey levee easements of the Pajaro River Federal Flood Control Project ("Project"), in the unincorporated area of Monterey County, "as is" to the Pajaro Regional Flood Management Agency in accordance with the 2023 Operations, Maintenance, Repair, Replacement, and Rehabilitation Assignment Agreement ("OMRR&R Agreement").
- b. Find that the transfer of the subject easements is categorically exempt pursuant to the California Environmental Quality Act Guidelines 15301(c).

RECOMMENDATION:

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

- a. Approve and authorize the Monterey County Water Resources Agency General Manager to execute a quitclaim deed to convey levee easements of the Pajaro River Federal Flood Control Project ("Project"), in the unincorporated area of Monterey County, "as is" to the Pajaro Regional Flood Management Agency in accordance with the 2023 Operations, Maintenance, Repair, Replacement, and Rehabilitation Assignment Agreement ("OMRR&R Agreement").
- b. Find that the transfer of the subject easements is categorically exempt pursuant to the California Environmental Quality Act Guidelines 15301(c).

SUMMARY/DISCUSSION:

The Monterey County Water Resources Agency ("MCWRA") and the Pajaro Regional Flood Management Agency ("PRFMA") are parties to an OMRR&R Agreement (Attachment 1) which became effective on July 1, 2023. One of the terms of the OMRR&R Agreement requires MCWRA to transfer all rights and ownership of lands it currently holds for the Project to PRFMA within 6 months. The MCWRA has acted with the assistance of the County of Monterey Offices of the County Surveyor; the Public Works, Facilities, and Parks Department; and, County Counsel, in the preparation of a Quitclaim deed (Attachment 2) to transfer thirty-five (35) easements known as "Pajaro Levee Parcels" (Attachment 3) in Monterey County. The existing permanent easements are for the specific purpose of the Project. This would fulfill the obligation of MCWRA to transfer all rights and ownership of lands it currently holds for the Project to PRFMA.

If MCWRA continues to proceed with the processing, the PRFMA can consider acceptance of the quitclaim through its own board action as early as December 13, 2023. The local sponsor authority to operate and maintain the existing levee and all other "non-federal sponsor" responsibilities including maintaining sufficient real estate interest to the support the Project would then be assigned to PRFMA.

MCWRA staff finds the Quitclaim deed and transfer of easements for the Project affects existing facilities and results in no expansion of use to lands, which qualifies as Class 1 categorical exemption respectively pursuant to CEQA Guidelines Section 15301 (c) - existing facilities for the purpose of public safety - no expansion of use; and there are no exemptions pursuant to CEQA Guidelines CCR Section 15300.2

OTHER AGENCY INVOLVEMENT:

PRFMA, County of Monterey Office of the County Surveyor, County of Monterey Public Works, Facilities, and Parks Department, and County Counsel.

FINANCING:

FY 2023-24 Adopted Budget of Pajaro Levee (Fund 111-9300-WRA-Unit 8484) has sufficient appropriations to fund the preparation and execution of the Quitclaim Deed Agreement.

Prepared by: Jennifer Bodensteiner, Associate Water Resources Hydrologist (831) 755-4860

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

Attachments:

1. OMRR&R Agreement with PRFMA
2. Quitclaim deed
3. Pajaro Levee Parcels



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 23-164

December 05, 2023

Introduced: 11/22/2023

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

- a. Approve and authorize the Monterey County Water Resources Agency General Manager to execute a quitclaim deed to convey levee easements of the Pajaro River Federal Flood Control Project ("Project"), in the unincorporated area of Monterey County, "as is" to the Pajaro Regional Flood Management Agency in accordance with the 2023 Operations, Maintenance, Repair, Replacement, and Rehabilitation Assignment Agreement ("OMRR&R Agreement").
- b. Find that the transfer of the subject easements is categorically exempt pursuant to the California Environmental Quality Act Guidelines 15301(c).

RECOMMENDATION:

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

- a. Approve and authorize the Monterey County Water Resources Agency General Manager to execute a quitclaim deed to convey levee easements of the Pajaro River Federal Flood Control Project ("Project"), in the unincorporated area of Monterey County, "as is" to the Pajaro Regional Flood Management Agency in accordance with the 2023 Operations, Maintenance, Repair, Replacement, and Rehabilitation Assignment Agreement ("OMRR&R Agreement").
- b. Find that the transfer of the subject easements is categorically exempt pursuant to the California Environmental Quality Act Guidelines 15301(c).

SUMMARY/DISCUSSION:

The Monterey County Water Resources Agency ("MCWRA") and the Pajaro Regional Flood Management Agency ("PRFMA") are parties to an OMRR&R Agreement (Attachment 1) which became effective on July 1, 2023. One of the terms of the OMRR&R Agreement requires MCWRA to transfer all rights and ownership of lands it currently holds for the Project to PRFMA within 6 months. The MCWRA has acted with the assistance of the County of Monterey Offices of the County Surveyor; the Public Works, Facilities, and Parks Department; and, County Counsel, in the preparation of a Quitclaim deed (Attachment 2) to transfer thirty-five (35) easements known as "Pajaro Levee Parcels" (Attachment 3) in Monterey County. The existing permanent easements are for the specific purpose of the Project. This would fulfill the obligation of MCWRA to transfer all rights and ownership of lands it currently holds for the Project to PRFMA.

If MCWRA continues to proceed with the processing, the PRFMA can consider acceptance of the quitclaim through its own board action as early as December 13, 2023. The local sponsor authority to operate and maintain the existing levee and all other "non-federal sponsor" responsibilities including maintaining sufficient real estate interest to the support the Project would then be assigned to PRFMA.

Legistar File Number: WRAG 23-164

MCWRA staff finds the Quitclaim deed and transfer of easements for the Project affects existing facilities and results in no expansion of use to lands, which qualifies as Class 1 categorical exemption respectively pursuant to CEQA Guidelines Section 15301 (c) - existing facilities for the purpose of public safety - no expansion of use; and there are no exemptions pursuant to CEQA Guidelines CCR Section 15300.2

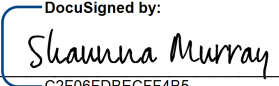
OTHER AGENCY INVOLVEMENT:

PRFMA, County of Monterey Office of the County Surveyor, County of Monterey Public Works, Facilities, and Parks Department, and County Counsel.

FINANCING:

FY 2023-24 Adopted Budget of Pajaro Levee (Fund 111-9300-WRA-Unit 8484) has sufficient appropriations to fund the preparation and execution of the Quitclaim Deed Agreement.

Prepared by: Jennifer Bodensteiner, Associate Water Resources Hydrologist (831) 755-4860

Approved by: 
C2F06FDBECFF4B5...
Shaunna Murray, Deputy General Manager, (831) 755-4860

Attachments:

1. OMRR&R Agreement with PRFMA
2. Quitclaim deed
3. Pajaro Levee Parcels

OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, AND
REHABILITATION ASSIGNMENT AGREEMENT BETWEEN
The Pajaro Regional Flood Management Agency
AND
Monterey County Water Resources Agency
FOR
The Pajaro River Federal Flood Control Project

This Operation, Maintenance, Repair, Replacement, and Rehabilitation Assignment Agreement (this “OMRR&R Assignment Agreement”) is entered into by and between the Monterey County Water Resources Agency, a local public agency organized and operating under the Monterey County Water Resources Agency Act (California Water Code, Appendix 52) (the “MCWRA”), and the Pajaro Regional Flood Management Agency, a California joint powers agency organized and operating under the Joint Exercise of Powers Act (California Government Code section 6500 et seq.) (the “PRFMA”) on this 1st day of July, 2023 in view of the following circumstances:

1. The Pajaro River Federal Flood Control Project was built in 1949 by the United States Army Corps of Engineers (“USACE”) and is maintained jointly by the Santa Cruz County Flood Control and Water Conservation District – Zone 7 (“Zone 7”) and the MCWRA. Since construction of the levee system in 1949, there have been four major floods on the Pajaro River and its tributaries in 1955, 1958, 1995, and 1998 that have resulted in significant inundation and damage caused by overtopping or breaching of the levees. A 1963 report by the USACE concluded that the levee system was “inadequate,” and Congress authorized reconstruction of the Pajaro River levee system in 1966 through the Flood Control Act of 1966 (Public Law 89-789). Reauthorization was granted by the Water Resources Development Act of 1990. In December 2019, the USACE authorized improvements (the “2019 Improvements”) to portions of the original project and sufficient FY20 and FY21 Work Plan appropriations to conduct the Preconstruction Engineering and Design (PED) phase. In March 2022, the USACE appropriated \$67 million as the first tranche of funds to be used to construct the Project, and in October 2022 the USACE appropriated an additional \$82 million towards construction. The original and unimproved segments of the Pajaro River Federal Flood Control Project and the 2019 Improvements are collectively referred to herein as the “Project”.
2. The PRFMA intends to become the Non-Federal Sponsor (“NFS”) for the Project, as defined below.
3. Zone 7 and the MCWRA have historically been designated as the NFSs for the Project.
4. The MCWRA collects property assessments in Zones 1 and 1A located within Monterey County to fund maintenance activities on the Pajaro Levee and in the Pajaro River channel.
5. PRFMA has successfully passed and begun collecting an additional assessment to be used towards funding the OMRR&R, as defined below, for the Project, in 2022.

6. A Cost-Sharing Agreement regarding contributions for operating expenses by and among the PRFMA and the "Maintaining Member Agencies" (MCWRA, Zone 7, and the City of Watsonville) will be fully executed before June 30, 2023, following budget adoption by the PRFMA, funds from which will also be used by the PRFMA towards funding OMRR&R and other expenses.
7. The PRFMA is in the process of re-assigning the NFS role from jointly Zone 7 and MCWRA to the PRFMA, to be formalized in amendments to any existing and forthcoming agreements related to the Project.
8. In order for the PRFMA to take over the OMRR&R responsibilities of the MCWRA and act as the NFS for the Project, the MCWRA must transfer any and all rights of access it currently has, which are transferrable and necessary to perform OMRR&R to the PRFMA. In exchange for the authority to access property, the PRFMA shall be responsible for OMRR&R.
9. This OMRR&R Assignment Agreement is intended by the parties to transfer all rights from the MCWRA to the PRFMA necessary and convenient for the PRFMA to undertake OMRR&R for that portion of the Project on properties owned or controlled by the MCWRA. This OMRR&R Assignment Agreement is also to establish a trigger by which the MCWRA will begin to transfer ownership in fee simple all of the land included within the Project that it owns, plus such land it currently owns as is necessary to easily access the Project, at no additional cost and with no additional consideration from the PRFMA.
10. This OMRR&R Assignment Agreement provides that the PRFMA will be responsible for construction and OMRR&R for the Project.
11. The PRFMA will assume the OMRR&R responsibility currently performed by the MCWRA for the Project, as well as any additional responsibilities the PRFMA is authorized to undertake and which relate to the Project, as set out in this OMRR&R Assignment Agreement, on the conditions that the MCWRA agrees to provide funding in accordance with the Cost Sharing Agreement, and provide the PRFMA sufficient rights to perform OMRR&R of the Project works located in Monterey County.
12. The MCWRA has agreed to enter into this OMRR&R Assignment Agreement on the condition that the PRFMA provides the MCWRA with the assurances specified in this OMRR&R Assignment Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED:

For purposes of this OMRR&R Assignment Agreement, the terms below are defined as indicated:

"Cost Sharing Agreement:" Agreement between the MCWRA, the PRFMA, and other parties to allocate MCWRA's annual contributions funded by existing MCWRA property assessments to fund operations of the PRFMA, approved by the PRFMA Board of Directors on July 13, 2022 and the MCWRA Board of Directors on September 13, 2022, as amended, adopted, and/or readopted from time to time.

"OMRR&R:" Operation, maintenance, repair, replacement, and rehabilitation of the Project in accordance with Federal law, including without limitation, compliance with operations and

maintenance requirements in Code of Federal Regulations, title 33, section 208.10; Federal guidance such as ER 1110-2-401; applicable Federal Operation and Maintenance Manual, any revised or updated version of the Federal Operation and Maintenance Manual, or any supplement to the Federal Operation and Maintenance Manual; and any applicable Stream Maintenance Program and Plan, including the permits and regulatory agency approvals required to perform said operations, maintenance, repair, replacement, and rehabilitation.

Repair, replacement, and rehabilitation does not include reconstruction of a project or project segment that has reached the end of its designed service life or is deficient due to a design or construction defect.

“Project:” All of the flood facilities authorized by the Federal government by the Flood Control Act (FCA) of 1944 (Public Law No. 534, 78th Congress, Ch. 665, 2nd Session) and by the Flood Control Act of 1966 (Public Law 89-789) within PRFMA’s boundaries. Figure 1 of this OMRR&R Assignment Agreement shows those features of the Project that have been maintained by MCWRA.

SECTION I: OBLIGATIONS OF PRFMA/MCWRA

A. General Obligations.

1. The MCWRA hereby assigns to the PRFMA all rights and responsibilities necessary to perform OMRR&R for the Project (the “Assignment”). The MCWRA and PRFMA shall take any and all steps necessary to complete the Assignment to the PRFMA, including, without limitation, execution and delivery of all documents necessary or convenient to complete the Assignment, transfer of all documents currently in MCWRA’s possession related to the Project and not subject to any privilege, and obtaining authorization, consent, or approval of the Assignment from the MCWRA legislative body and any necessary third parties or their legislative bodies.
2. The PRFMA shall perform OMRR&R for the Project in accordance with the Project design specifications, environmental permits, environmental impact reports, regulations, and directions prescribed by the USACE, the State, and other regulatory bodies with jurisdiction over the Project.

B. Specific Obligations to Operate, Maintain, Repair, Replace, and Rehabilitate

1. The PRFMA hereby accepts responsibility for OMRR&R of the Project. The PRFMA agrees that it will be responsible for OMRR&R of the Project as further explained in: (1) the Federal Operation and Maintenance Manual for the Project; and (2) any applicable supplement to, revision of, or replacement for the Federal Operation and Maintenance Manual for the Project. The Federal Operation and Maintenance Manual for the Project and any supplements, revisions, or replacements thereto are incorporated herein by this reference.
2. The PRFMA acknowledges that changes to the Federal Operation and Maintenance Manual may be made by the USACE before the document becomes final. The PRFMA shall be responsible for OMRR&R in accordance with any revised version of the Federal Operation and Maintenance Manual for the Project or any supplement to the Federal Operation and Maintenance Manual.

3. The MCWRA hereby grants the PRFMA (and any of the PRFMA's contractors, agents, licensees, successors, and assigns) an irrevocable license to enter, at reasonable times and in a reasonable manner, upon the sites and locations of the Project, and land which the MCWRA owns or controls now and in the future, for access to the Project for the purpose of OMRR&R for any part of the Project. This irrevocable license shall remain in effect until any title to any MCWRA land covered by this OMRR&R Agreement is transferred to the PRFMA.

4. The MCWRA shall repair that portion of the levee identified on Figure 2 hereto and fully incorporated herein by this reference in compliance with the responsibilities and performance standards of the original 1949 Federal Operation and Maintenance Manual. In lieu of undertaking the repairs required by this subparagraph, the MCWRA may pay to the PRFMA eight hundred fifty-nine thousand, two hundred twenty-eight dollars (\$859,228) in full satisfaction of its obligations under this subparagraph. The due date of any such payment shall be December 31, 2022 or the effective date of this agreement, whichever comes later. If payment is made after the due date, the dollar amount stated herein shall increase by the change in the Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-Hayward area between December 31, 2022 and the date of payment, unless it is mutually agreed in writing between the PRFMA and MCWRA that no escalation in the payment is warranted.

C. Obligation to Transfer Land to the PRFMA

1. No later than six months after the effective date of this OMRR&R Assignment Agreement, the MCWRA will transfer title to the PRFMA in fee simple all of the land included within the Project that it owns, plus such land it owns as is necessary to easily access the Project, as listed in Figure 3. Such a transfer will be pursuant to a separate agreement at no additional cost and with no additional consideration from the PRFMA.

D. Ownership of Improvements Constructed as Part of the Project

1. Until title to all of the land pursuant to subsection C above is transferred from the MCWRA to the PRFMA, ownership of the improvements constructed as part of the Project will remain with the MCWRA. Once title to the land is transferred, ownership of said improvements will transfer to the PRFMA.

SECTION II: AUTHORIZATION FOR DELEGATION OR SUBCONTRACTING

The PRFMA may delegate, assign, contract, or subcontract its responsibilities under this OMRR&R Assignment Agreement. The PRFMA shall be responsible for all work to be performed under this agreement, including any delegated, assigned, contracted, or subcontracted work.

Payment for services rendered by contractor(s) and/or subcontractor(s) shall be made entirely by the PRFMA. The MCWRA shall not have any responsibility for making any payments to the contractor(s) and/or subcontractor(s) for any services they may render in connection with this OMRR&R Assignment Agreement.

SECTION III: DISPUTES AND INDEMNIFICATION

Before any party to this OMRR&R Assignment Agreement may bring suit in any court concerning an issue relating to this OMRR&R Assignment Agreement, that party must first seek in good faith to resolve the issue through negotiation or other forms of nonbinding alternative dispute resolution mutually acceptable to all parties.

The PRFMA shall, to the fullest extent allowable under applicable law, indemnify and hold harmless MCWRA for and against any claim, action, liability, penalty, or other imposition whatsoever upon MCWRA by reason of the activities of PRFMA under this OMRR&R Assignment Agreement, including any failure to act under the duties established by this OMRR&R Assignment Agreement.

SECTION IV: TERM OF AGREEMENT; AMENDMENT

The effective date of this OMRR&R Assignment Agreement is the date of the last signature hereto. This OMRR&R Assignment Agreement will continue in full force and effect unless terminated or amended upon written consent of all parties.

The parties acknowledge that in order to obtain federal credits or reimbursement for this Project, it may be necessary to amend this OMRR&R Assignment Agreement. The parties agree that they will not unreasonably withhold consent for any amendments necessary to obtain federal credits or reimbursement.

SECTION V: NOTICES

All notices, requests, demands, and other communications required or permitted to be given under this OMRR&R Assignment Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by first class (postage pre-paid), registered, or certified mail, as follows:

If to the PRFMA:
Pajaro Regional Flood Management Agency
ATTN: Executive Director
701 Ocean Street, Room 410
Santa Cruz, CA 95060

If to the MCWRA:
Monterey County Water Resource Agency (MCWRA)
ATTN: General Manager
1441 Schilling Pl., North Bldg.
Salinas, CA 93901

A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this section.

Any notice, request, demand, or other communication made pursuant to this section shall be deemed to have been received by the addressee at such time as it is personally delivered or seven (7) calendar days after it is mailed, as the case may be.

SECTION VI: STANDARD CONDITIONS

1. **GOVERNING LAW:** This OMRR&R Assignment Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
2. **TIMELINESS:** Time is of the essence in this OMRR&R Assignment Agreement.
3. **AMENDMENT:** This OMRR&R Assignment Agreement may only be amended by mutual written agreement of the parties.
4. **SUCCESSORS AND ASSIGNS:** This OMRR&R Assignment Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this OMRR&R Assignment Agreement or any part thereof, rights hereunder, or interest herein shall be valid unless and until it is approved in writing signed by the non-assigning party and made subject to such reasonable terms and conditions as the non-assigning party may impose.
5. **NO THIRD PARTY RIGHTS:** The parties to this OMRR&R Assignment Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this OMRR&R Assignment Agreement, or of any duty, covenant, obligation or undertaking established herein.
6. **OPINIONS AND DETERMINATIONS:** Where the terms of this OMRR&R Assignment 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.
7. **SEVERABILITY:** Should any portion of this OMRR&R Assignment Agreement be determined to be void or unenforceable, such shall be severed from the whole and the OMRR&R Assignment Agreement shall continue as modified.
8. **WAIVER OF RIGHTS:** None of the provisions of this OMRR&R Assignment Agreement shall be deemed waived unless expressly waived in writing. Any waiver by either party of rights arising in connection with the OMRR&R Assignment 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.

SECTION VII: AUTHORITY

The PRFMA and the MCWRA have each provided a copy of a resolution adopted by its governing body designating a representative to execute this OMRR&R Assignment Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this OMRR&R Assignment Agreement.

Pajaro Regional Flood Management Agency

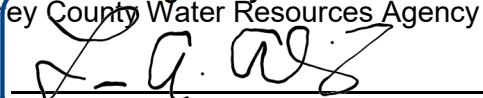
By _____

Zach Friend,
Chairperson

Monterey County Water Resources Agency

By _____

DocuSigned by:


Luis Alejo
Chairperson
81EPA756FC27400...

Date: _____

Date: 6/2/2023 _____

Approved as to Legal Form
and Sufficiency:

Gary Bell,
Board Counsel

Approved as to Legal Form
and Sufficiency:

DocuSigned by:


22D690CA05A940B...
Kelly Donlon,
Board Counsel

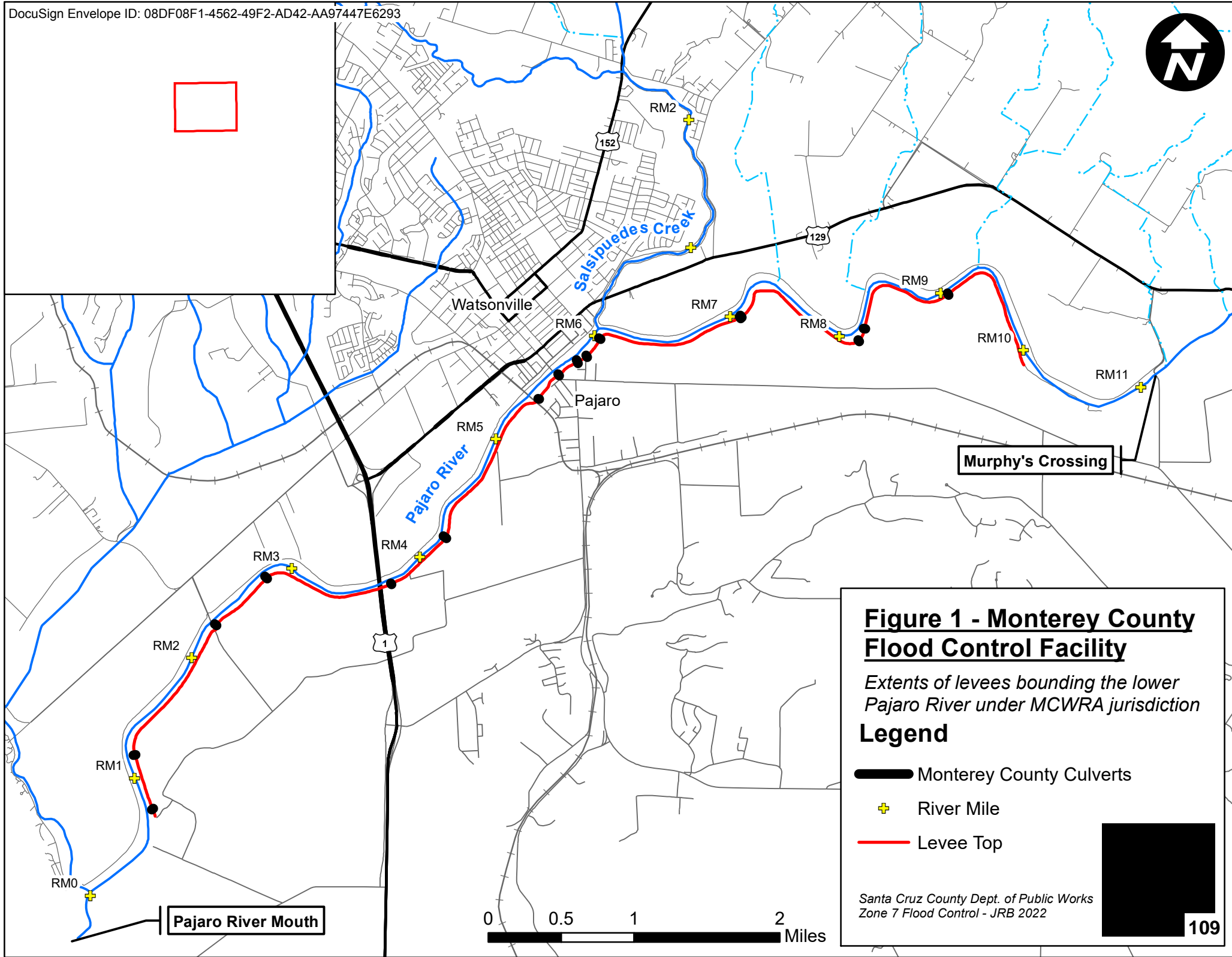


Figure 1 - Monterey County Flood Control Facility

Extents of levees bounding the lower Pajaro River under MCWRA jurisdiction

Legend

- Monterey County Culverts
- River Mile
- Levee Top

Santa Cruz County Dept. of Public Works
Zone 7 Flood Control - JRB 2022

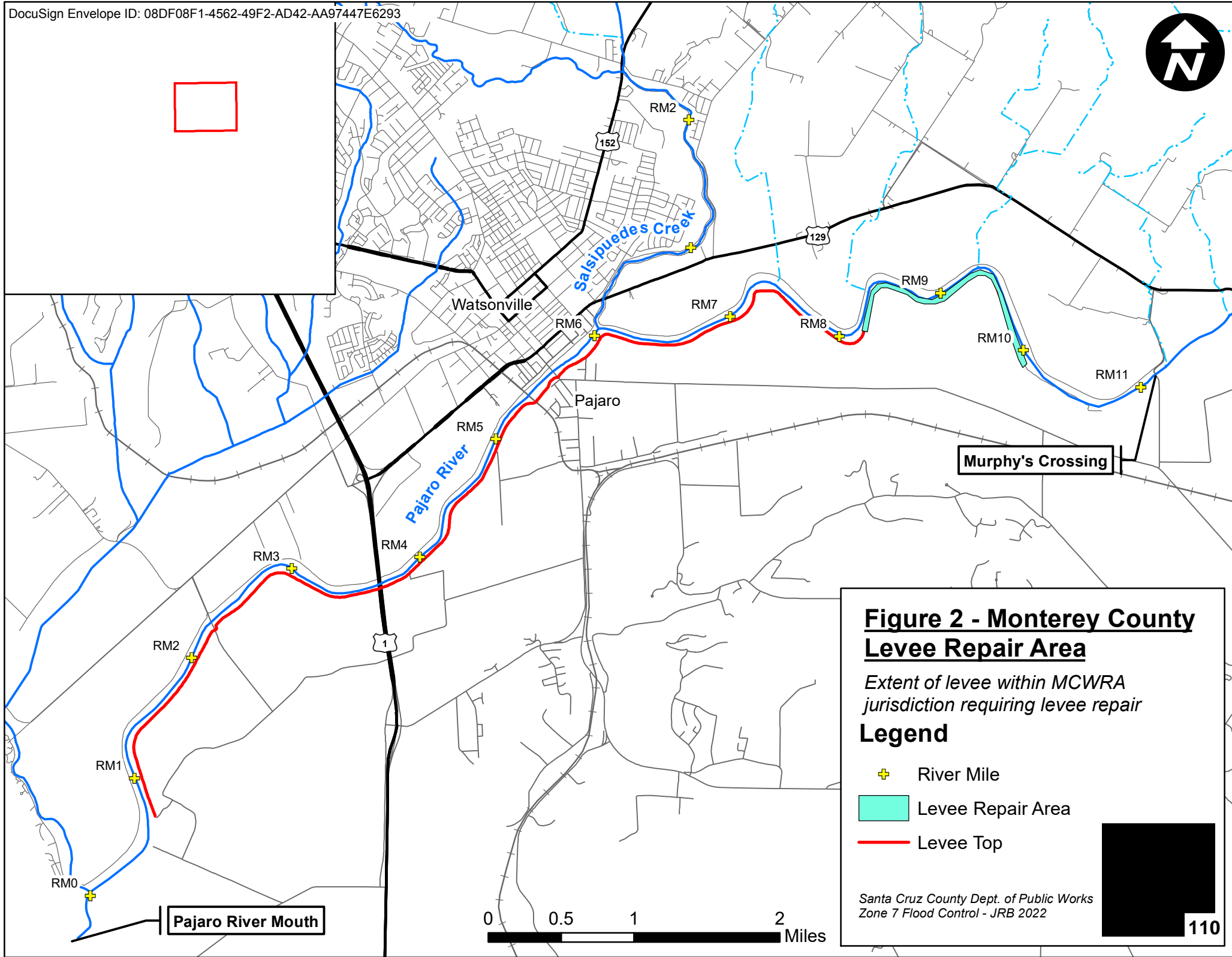


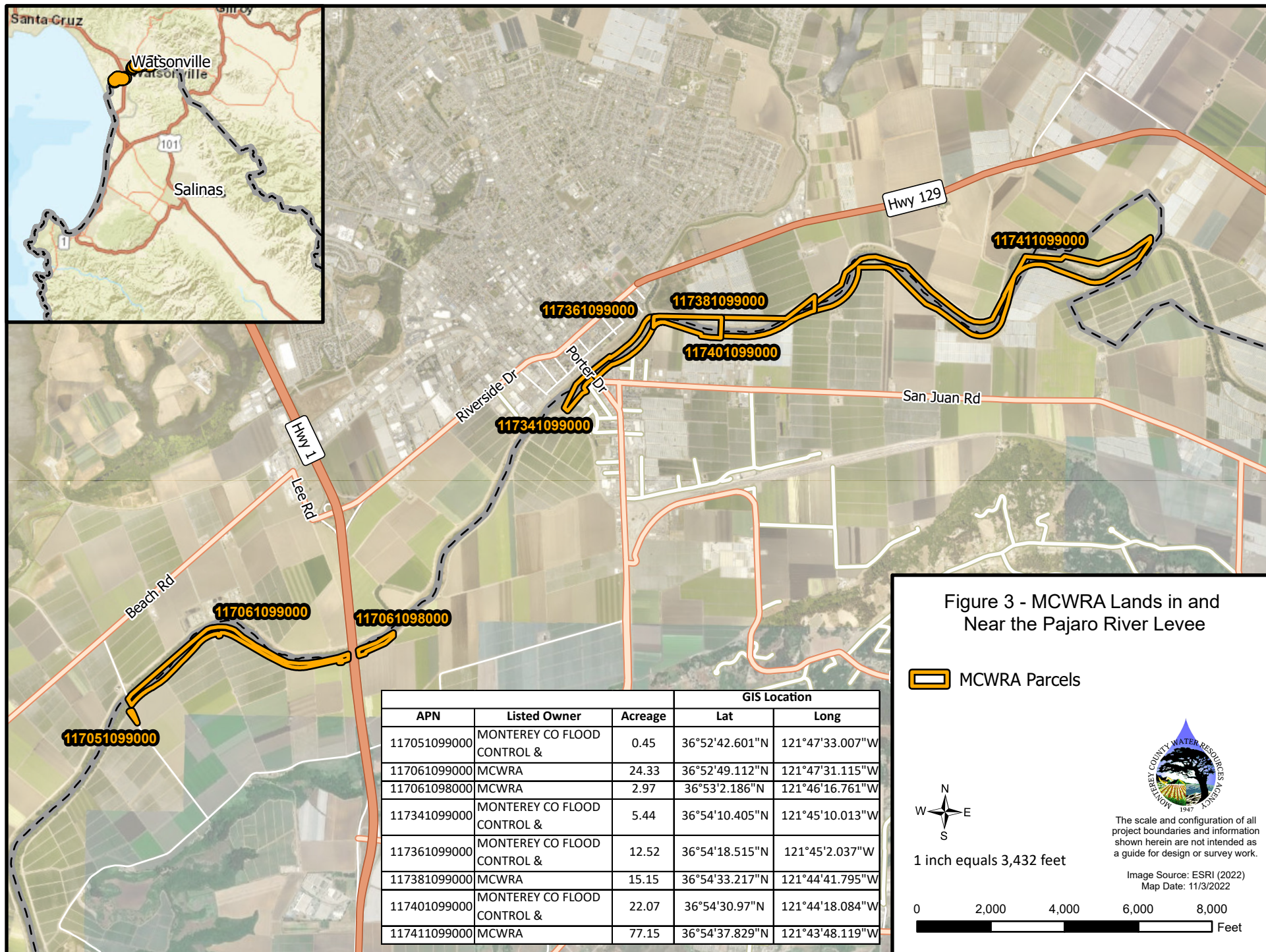
Figure 2 - Monterey County Levee Repair Area

*Extent of levee within MCWRA
jurisdiction requiring levee repair*

Legend

-  River Mile
-  Levee Repair Area
-  Levee Top

Santa Cruz County Dept. of Public Works
Zone 7 Flood Control - JRB 2022



**Recording Requested by and
When Recorded, Return to**
Monterey County Water Resources
Agency
Attn: General Manager
1441 Schilling Place, North Building
Salinas, CA 93901

No Documentary Transfer Tax Required -
Granting and Acquiring Agencies are Political Subdivisions
of the State of California (Revenue & Taxation Code § 11922)
No Fee – Government Code § 27383

Space above this line for Recorder's use

QUITCLAIM DEED

The **Monterey County Water Resources Agency**, a local public agency organized and operating under the Monterey County Water Resources Agency Act (California Water Code, Appendix 52) (hereinafter referred to as "**Grantor**"), does hereby remise, release and forever quitclaim "as is" to the **Pajaro Regional Flood Management Agency**, a California Joint Powers Authority (hereinafter referred to as "**Grantee**"), all its rights, title and interest in the real property (hereinafter referred to as the "**Property**" or collectively "**Properties**") situated in the unincorporated area of the County of Monterey, State of California, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER with the tenements, hereditaments, appurtenances thereunto belonging or appertaining, and the revision and revisions, remaining and remainder, rents, issues, and profits thereof.

TOGETHER with all of Grantor's interest in and to oil, gas, geothermal, water and mineral rights, wells, riparian water rights appurtenant to said real property described on Exhibit "A" attached hereto, and all of Grantor's interest in any streets, alleys, public ways or railroad rights of way, and to any land lying in any body of water, waterway or public street, public road or public avenue in front of, adjacent to, or adjoining the land.

TO HAVE AND TO HOLD the said premises, together with the appurtenance, unto Grantee, and to its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has caused this Quitclaim Deed to be executed as of the date opposite the signature below.

GRANTOR
Monterey County Water Resources Agency

Dated: _____

Ara Azhderian
General Manager

Approved as to Form:
Office of the County Counsel
Leslie J. Girard, County Counsel

Kelly L. Donlon
Assistant County Counsel

Dated: _____

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

[illegible]

On _____ before me, _____,
a Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

ACCEPTANCE AND CONSENT TO RECORDATION

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated _____, 2023, from the **Monterey County Water Resources Agency**, a local public agency organized and operating under the Monterey County Water Resources Agency Act (California Water Code, Appendix 52), to the **Pajaro Regional Flood Management Agency**, a California Joint Powers Authority, is hereby accepted, and consents to recordation thereof by its duly authorized officer.

GRANTEE

Pajaro Regional Flood Management Agency

Dated: _____

Mark Strudley, Executive Director

Approved as to Form:
PRFMA Counsel

Scott Shapiro, Attorney

Dated: _____

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

[illegible]

On _____ before me, _____,
a Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF MONTEREY, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Those certain lands as set forth and delineated on the unrecorded survey map entitled "Pajaro River Project, Maps Showing Parcels Acquired for Construction of Levee", dated 1948, described as follows:

PARCEL I:
(Parcel 1-B)

Being a part of Rancho Bolsa De San Cayetano and also being a part of Lot 21 of R.D. Walker's Del Monte Subdivision No. 3 as recorded in Volume 2, Outside Lands, at Page 22, Monterey County Records.

Beginning at the northwest corner of said Lot 21, thence following the line between Lot 21 and Lot 20, S. 66 ° 40' 15" E., (Map, S. 67 ° E.) 129.81 ft. to station; thence leaving the northern boundary of said Lot 21, S. 37 ° 24' 23" W., 197.18 ft. to a point of the westerly line of said Lot 21; thence following the westerly line of said Lot 21 northerly on a curve to the left with a radius of 1,283.07 ft. (the center of the curve bears, N. 85 ° 11' W.) through a central angle of 9 ° 18', an arc distance of 208.26 ft. to the place of beginning.

As conveyed to Monterey County Flood Control and Water Conservation District of Monterey County, California, Zone One by Grant Deed recorded January 17, 1952, Volume 1388, Official Records, Page 40, Monterey County Records.

PARCEL II:
(Parcel 1-A)

Being a part of Rancho Bolsa De San Cayetano and also being a part of Lot 20 of R.D. Walker's Del Monte Farms Subdivision No. 3 as recorded in Volume 2, Outside Lands, at Page 22, Monterey County Records.

Beginning at the southwest corner of said Lot 20, thence following the line between said Lot 20 and Lot 21, S. 66 ° 40' 15" E., (Map S. 67 ° E.) 129.81 ft.; thence leaving the southern line of said Lot 20, N. 20 ° 44' 07" W., 225.34 ft. to a point on the northwesterly boundary of said Lot 20; thence following the northwesterly line of said Lot 20, S. 46 ° 13' W., 72.90 ft. to the northwesterly corner; thence following the westerly boundary of said Lot 20 southerly on a curve to the right with a radius of 1,283.07 ft. (the center of said curve bears, S. 80 ° 37' W.) through a central angle of 4 ° 54', an arc distance of 109.73 ft., to the place of beginning.

As conveyed to Monterey County Flood Control and Water Conservation District of Monterey County, California, Zone One by Grant Deed recorded March 9, 1951, Volume 1287, Official Records, Page 197, Monterey County Records.

PARCEL III:

(Parcel 1)

Being a part of Rancho Bolsa De San Cayetano and also being a part of that certain 151.90 acre tract of land described as Parcel No. 2 in a conveyance recorded in Volume 943 of Official Records, Monterey County, California, at page 283.

Beginning at a point on the left bank of the Pajaro River at the southwest corner of the said 151.90 acre tract of land, thence following the left bank of the Pajaro River N. 18 ° 26' 23" W., 350.04 ft.; thence

N. 25 ° 53' 15" W., 921.45 ft.; thence

N. 20 ° 06' 35" W., 850.71 ft.; thence

N. 16 ° 23' 16" W., 425.25 ft.; thence

N. 4 ° 36' 10" W., 154.03 ft.; thence

N. 17 ° 06' 15" E., 216.00 ft.; thence

N. 29 ° 01' 40" E., 177.04 ft.; thence

N. 41 ° 13' 50" E., 245.66 ft.; thence

N. 45 ° 50' 25" E., 422.37 ft.; thence

N. 50 ° 07' 15" E., 501.68 ft.; thence

N. 47 ° 20' 00" E., 500.28 ft. to the northeast corner of the said 151.90 acre tract of land; thence leaving the left bank of said Pajaro River and following the easterly boundary of the said 151.90 acre tract of land, S. 28 ° 30' 15" E., 150.00 ft.; thence leaving the easterly boundary of said 151.90 acre of land, N. 45 ° 48' 40" W., 38.16 ft. to a point 30 ft. southeasterly measured on a radial line, from the center line of the Pajaro River South Levee; thence following a line parallel to and 30.0 ft. distant from the center line of said south levee southwesterly on a curve to the right with a radius of 6030 ft. (the center of said curve bears N. 45 ° 48' 40" W.) through a central angle of 1 ° 14' 40" an arc distance of 130.97 ft. to a point of tangency; thence S. 45 ° 26' 00" W., 1049.07 ft. to the beginning of a curve to the left; thence southwesterly on a curve to the left with a radius of 970 ft. through a central angle of 63 ° 10' 07" an arc distance of 1069.43 ft.; thence S. 17 ° 44' 07" E., 1574.35 ft. to an angle in the levee; thence S. 20 ° 44' 07" E., 299.22 ft. to a point 30.0 ft. easterly, measured at right angles, from the center line of the Pajaro River South Levee; thence leaving the line parallel to and 30.0 ft. distant from the center line of said south levee, N. 79 ° 05' 53" E., 76.12 ft.; thence S. 20 ° 44' 07" W., 14.00 ft.; thence S. 59 ° 25' 53" W., 76.12 ft. to a point 30 ft. easterly, measured at right angles, from the center line of said south levee; thence on a line parallel to an 30.0 ft.; distant from the center line of the Pajaro River South Levee, S. 20 ° 44' 07" E., 230.60 ft. to a point on the southwesterly boundary of the 151.90 acre tract of land; thence leaving the right of way line of the Pajaro River South Levee and following the southwesterly boundary of the said 151.90 acre tract of land S. 46 ° 13' W., 100.00 ft. to the place of beginning.

As conveyed to Monterey County Flood Control and Water Conservation District of Monterey County, California, Zone One by Grant Deed recorded June 6, 1949, Volume 1143, Official Records, Page 241, Monterey County Records.

PARCEL IV:

(Parcel 2)

Being a part of Bolsa De San Cayetano Rancho, and also being a part of that certain 127+ acre tract of land described in a conveyance recorded in Volume 421, at Page 22, Official Records, Monterey County, California.

Beginning at a point on the left bank of the Pajaro River and on the westerly boundary of said 127+ acre tract of land, and thence following the left bank of the Pajaro River, N. 47 ° 20' 00" E., 190.00 ft.; thence N. 38 ° 06' 44" E., 583.79 ft., to a point on the easterly boundary of said 127+ acre tract of land; thence leaving the left bank of the Pajaro River and following the easterly line of said 127+ acre tract of land, S. 38 ° 26' 30" E., 103.71 ft. to a point 30.0 ft. (measured on a radial line) southeasterly from the centerline of the Pajaro River south levee; thence leaving the easterly boundary of said 127+ acre tract of land and following a line parallel to an 30.0 ft. distant (measured on a radial line) from the centerline of said south levee, southeasterly, on a curve to the right with a radius of 6,030.0 ft. (the center of the curve bears, N. 53 ° 27' 00" W.) through a central angle of 7 ° 20' 15", an arc distance of 772.22 ft. to a point on curve, and 30.0 ft. (measured on a radial line) southeasterly from the centerline of said south levee; thence leaving the line parallel to an 30.0 ft. distant from the centerline of said south levee, S. 22 ° 24' 33" E. 46.22 ft.; thence S. 61 ° 29' 45" W., 14.00 ft. to a point on the westerly boundary of said 127+ acre tract of land; thence following the westerly boundary of said 127+ acre tract of land, N. 28 ° 30' 15" W., 150.00 ft. to the place of beginning.

As conveyed to Monterey County Flood Control and Water Conservation District of Monterey County, California, Zone One by Grant Deed recorded June 6, 1949, Volume 1143, Official Records, Page 231, Monterey County Records.

PARCEL V:

(Parcel 3)

Being part of Rancho Bolsa De San Cayetano and also being a part of that certain 61.11 acre tract of land described in a conveyance recorded in Volume 162 at Page 277, Official Records, Monterey County, California.

Beginning at a point on the left bank of the Pajaro River and on the northeasterly boundary of said 61.11 acre of land, said place of beginning bears, N. 38 ° 44' 21" W., 3345.0 ft. from an original post "MJ" set at the northwest corner of that certain 27.89 acre tract of land described in a conveyance recorded in Volume 72 of Deeds at page 66, Monterey County Records; thence from said place of beginning following the left bank of the Pajaro River, S. 26 ° 27' 31" W., 370.78 ft.; thence S. 35 ° 32' 24" W., 312.04 ft. to the southwesterly boundary of the said 61.11 acre tract of land; thence leaving the left bank of the Pajaro River and following the southwesterly boundary of said 61.11 acre tract of land, S. 38 ° 26' 30" E., 103.71 ft. to a point 30.0 ft. (measured on the radial line) southeasterly from the centerline of the Pajaro River South Levee; thence leaving the southwesterly boundary of said 61.11 acre tract of land and following a line parallel to and 30 ft. distant (measured on a radial line) from the centerline of said south levee, northeasterly on a curve to the left with a radius of 6,030 ft. (the center of said curve bears

, N. 53 ° 27'00" W.) through a central angle of 6 ° 22' 06", an arc distance of 670.22 ft. to a point on curve and on the northeasterly boundary of the said 61.11 acre tract of land; thence leaving the southeasterly right-of-way line of the said south levee and following the northeasterly boundary of said 61.11 acre tract of land, N. 38 ° 44' 21" W., 138.00 ft. to the place of beginning.

As conveyed to Monterey County Flood Control and Water Conservation District of Monterey County, California, Zone One by Grant Deed recorded March 7, 1949, Volume 1123, Official Records, Page 197, Monterey County Records.

PARCEL VI:

(Parcel 4)

Being a part of Rancho Bolsa De San Cayetano and also being a part of those certain tracts of lands described in conveyances recorded as follows: (1) Volume 37 of Deeds at Page 188, Monterey County Records; (2) Volume "W" of Deeds at Page 341, Records of Monterey County, California.

Beginning at a point on the left bank of the Pajaro River and the northeasterly boundary of that certain 61.11 acre tract of land described in a conveyance recorded in Volume 162 at Page 277, Official Records, Monterey County, California; said place of beginning bears N. 38 ° 44' 21" W., 3345.0 ft. from an original post "MJ" set at the northwest corner of that certain 27.89 acre tract of land described in a conveyance recorded in Volume 72 of Deeds at Page 66, Records of Monterey County, California; thence from said place of beginning following the left bank of the Pajaro River, N. 28 ° 49' 53" W., 526.30 ft.; thence N. 20 ° 52' 58" W., 903.34 ft.; thence N. 28 ° 46' 40" E., 234.90 ft. to a point on the southwesterly boundary of that certain 150+ acre tract of land described in a conveyance recorded in Volume 179 of Deeds at Page 376, Records of Monterey County, California; thence leaving the left bank of the Pajaro River and following the southwesterly boundary of said 150+ acre tract of land, S.38 ° 29' 30" E., 250.00 ft. to a point 30.0 ft. (measured at right angles) southeasterly from the center line of the Pajaro River South Levee; thence leaving the southwesterly boundary of said 150+ acre tract of land and following a line parallel to and 30.0 ft. (measured at right angles) southeasterly from the center line of said south levee, S. 27 ° 52' 30" W., 1369.57 ft. to the beginning of a curve to the right; thence southwesterly on a curve to the right with a radius of 6030 ft. through a central angle of 2 ° 18' 24" an arc distance of 242.76 ft. to a point on the northeasterly boundary of that said 61.11 acre tract of land; thence leaving the southeasterly right of way line of the said south levee and following the boundary of that said 61.11 acre tract of land N. 38 ° 44' 21" W., 138.00 ft. to the place of beginning.

As conveyed to Monterey County Flood Control and Water Conservation District of Monterey County, California, Zone One by Grant Deed recorded June 6, 1949, Volume 1143, Official Records, Page 236, Monterey County Records.

PARCEL VII:

(Parcel 5)

Being a part of Rancho Bolsa De San Cayetano and also being part of those certain tracts of land described in conveyances recorded as follows: (1) Volume 149 at Page 6, Official Records, Monterey County, California. Containing 150+ acres of land (2) Volume 3 of Deeds at page 206 Records of Monterey County, California. Containing a total of 233.113 acres of land.

Beginning at a point on the left bank of the Pajaro River and on the southwesterly boundary of the aforesaid 150+ acre tract of land, thence from said place of beginning, N. 21 ° 35' 00" E., 168.30 feet to a station in the channel of the Pajaro River, said point being the approximate relocation of Station 36 of the Official Survey of Rancho Bolsa De San Cayetano; thence following the channel of Pajaro River upstream, N. 48 ° 09' 54" E., 3047.75 feet; thence N. 76 ° 04' 30" E., 535.00 feet; thence S. 56 ° 11' 06" E., 1406.94 feet; thence S. 65 ° 29' 29" E., 399.44 feet to a point on the easterly boundary of said tracts of land containing 233.113 acres of land; thence leaving the channel of the Pajaro River and following the easterly boundary of said 233.113 acre tract of land S. 5 ° 40' 40" E., 210.0 feet to a point 30.0 feet (measured on a radial line) southwesterly from the center line of the Pajaro River South Levee; thence leaving the easterly line of said 233.113 acre tracts of land and following a line parallel to and 30.00 feet (measured either at right angles or on a radial line) distance from the center line of said south levee northwesterly on a curve to the right (the center of said curve bears N. 17 ° 07' 04" E.) with a radius of 1230.0 feet through a central angle of 10 ° 51' 31" an arc distance 233.11 feet; thence N. 62 ° 01' 25" W., 1418.04 feet to the beginning of a curve to the left; thence northwesterly and westerly on a curve to the left with a radius of 670.0 feet through a central angle of 47 ° 32' 45" an arc distance of 555.99 feet; thence leaving the line parallel to and 30.0 feet distant from the centerline of the said south levee S. 9 ° 21' 00" E., 62.78 feet; thence S. 66 ° 50' 27" W., 14.00 feet; thence N. 36 ° 42' 19" W., 64.06 feet to a point 30.0 feet (measured on a radial line) southeasterly from the center line of the Pajaro River South Levee; thence following a line parallel to and 30.0 feet distance from the centerline of said south levee southwesterly on a curve to the left with a radius of 670.0 feet through a central angle of 24 ° 08' 17" an arc distance of 282.26 feet; thence S. 42 ° 31' 48" W., 1156.15 feet to the beginning of a curve to the right; thence southwesterly on a curve to the right with a radius 2030.0 feet through a central angle of 15 ° 36' 03" an arc distance of 552.74 feet; thence S. 58 ° 07' 52" W., 211.19 feet to the beginning of a curve to the left; thence southwesterly on a curve to the left with a radius of 1570.0 feet through a central angle of 30 ° 15' 21" an arc distance of 829.06 feet; thence S. 27 ° 52' 30" W., 64.73 feet to a point on the southwesterly boundary of the said 150+ acre tract of land; thence leaving the southeasterly right-of-way line of the said south levee and following the southwesterly boundary on the said 150+ acre tract of land N. 38 ° 29' 30" W., 250.00 feet to the place of beginning.

Excepting therefrom that portion within the right-of-way of the McGowan County Road. Said road being 40 feet in width, 20 feet each side of a centerline more particularly described in a conveyance recorded in Volume 88 at Page 77, Official Records, Monterey County, California.

As conveyed to Monterey County Flood Control and Water Conservation District of Monterey County, California, Zone One by Grant Deed recorded June 6, 1949, Volume 1143, Official Records, Page 250, Monterey County Records.

PARCEL VIII:
(Parcels 6 and 7)

Being a part of Rancho Bolsa De San Cayetano and also being a part of two certain tracts of land designated as Parcel No. 1, containing 22.57 acres of land, and Parcel No. 2, containing 22.91 acres of land, described in a Decree of Distribution, recorded in Volume 566, at Page 211, Official Records, Monterey County, California.

Beginning at a point on the easterly boundary of the aforesaid tract of land, designated as Parcel No. 2, containing 22.91 acres of land, at the intersection of said easterly boundary and a line 30.0 MCWRA to PRFMA_Quitclaim Deed (rev 11-21-23)

ft. southerly (measured at right angles) to the centerline of the Pajaro River South Levee. Said place of beginning bears, N. 3 ° 13' 24" W., 2,527.74 ft. from the southeast corner of said tract of land designated as Parcel No. 2; thence from said place of beginning along the easterly boundary of said Parcel No. 2, N. 3 ° 13' 24" W., 180.00 ft. to a point in the channel of the Pajaro River; thence down the channel of said river, S. 87 ° 47' 00" W., 565.43 ft.; thence N. 80 ° 00' W., 237.00 ft. to the westerly boundary of the aforesaid tract of land designated as Parcel No. 1; thence leaving the channel of said river and following the westerly boundary of said Parcel No. 1, S. 5 ° 40' 40" E., 210.0 ft. to a point 30.0 ft. southeasterly (measured on a radial line) from the centerline of the Pajaro River South Levee; thence leaving the westerly boundary of said Parcel No. 1 and following a line parallel to and 30.0 ft. distant from the centerline of said levee easterly so on a curve to the left (the center of said curve bears, N. 17 ° 07' 4" E.) with a radius of 1,230.0 ft. through a central angle of 29 ° 35' 49", an arc distance of 635.37 ft., to a point of tangency; thence N. 77 ° 31' 15" E., 163.81 ft. to the place of beginning.

As conveyed to Monterey County Flood Control and Water Conservation District of Monterey County, California, Zone One by Grant Deed recorded March 11, 1949, Volume 1124, Official Records, Page 301, Monterey County Records.

PARCEL IX:
(Parcel 8)

Being a part of Rancho Bolsa De San Cayetano and also a part of that certain 47.40 acre tract of land, designated as Parcel No. 1, in a conveyance recorded in Volume 717, at Page 461, Official Records, Monterey County, California.

Beginning at a point on the easterly boundary of that said 47.40 acre tract of land, said point being N. 5 ° 06' 00" W., 2,501.22 ft. from the southeast corner of said 47.40 acre tract of land; thence from said place of beginning, S. 84 ° 54' 00" W., 7.00 ft.; thence N. 14 ° 50' 40" W., 88.21 ft. to a point 30.00 ft. (measured on a radial line) southeasterly from the centerline of the Pajaro River South Levee; thence following a line parallel to an 30.0 ft. distance from the centerline of said levee, southwesterly, on a curve to the right (the center of said curve bears, N. 14 ° 01' 29" W.) with a radius of 4,830.0 ft. through a central angle of 1 ° 32' 44", an arc distance of 130.29 ft. to a point of tangency; thence S. 77 ° 31' 15" W., 557.51 ft. to a point on the westerly line of said 47.40 acre tract of land; thence leaving the south right-of-way line of said levee and following the westerly boundary of said 47.40 acre tract of land, N. 3 ° 13' 24" W., 180.00 ft. to a point in the channel of the Pajaro River; thence up the channel of said river, N. 76 ° 29' 09" E., 705.48 ft. to a point on the easterly boundary of said 47.40 acre tract of land; thence leaving the channel of the Pajaro River and following the easterly boundary of said 47.40 acre tract of land S. 5 ° 06' 00" E., 280.00 ft. to the place of beginning.

As conveyed to Monterey County Flood Control and Water Conservation District of Monterey County, California, Zone One by Grant Deed recorded March 4, 1949, Volume 1122, Official Records, Page 445, Monterey County Records.

PARCEL X:
(Parcel 9)

Being a part of Rancho Bolsa De San Cayetano and also being a part of that certain 180.54 acre tract of land described in a conveyance recorded in Volume 181 at Page 67, Official Records, Monterey County, California.

Beginning at a point on the westerly boundary of that said 180.54 acre tract of land, said point being N. 5 ° 06' 00" W., 2501.22 feet from the southeast corner of an adjoining 47.40 acre tract of land more particularly described in a conveyance recorded in Volume 717 at Page 461, Official Records, Monterey County, California; thence from said place of beginning following the westerly boundary of said 180.54 acre tract of land N. 5 ° 06' 00" W., 280.0 feet to a point in the channel of the Pajaro River; thence leaving the westerly boundary and following the channel of said river N. 65 ° 56' 48" E., 1596.27 feet to a point on the easterly boundary of said 180.54 acre tract of land; thence leaving the channel of said Pajaro River and following the easterly boundary of said 180.54 acre tract of land S. 2 ° 55' 11" E., 180.0 feet to a point 30.0 feet (measured at right angles) southeasterly from the center line of the Pajaro River South Levee; thence leaving the easterly boundary of said 180.54 acre of land and following a line parallel to and 30.0 feet distant from the center line of said south levee S. 46 ° 12' 19" W., 115.48 feet to the beginning of a curve to the right; thence southwesterly on a curve to the right (the center bears N. 43 ° 47' 41" W.) with a radius of 630.0 feet through a central angle of 18 ° 21' 26" an arc distance of 201.85 feet to a tangency; thence S. 64 ° 33' 45" W. 341.10 feet to the beginning of curve to the right; thence southwesterly on a curve to the right with radius of 4830.0 feet through a central angle of 10 ° 53' 16" an arc distance of 917.83 feet to a point on curve, said point being 30.0 feet (measured on a radial line) southeasterly from the center line of said Pajaro South Levee; thence leaving the line parallel to an 30.0 feet distant from the center line of said south levee S. 3 ° 49' 23" W., 95.16 feet; thence S. 84 ° 54' 00" W., 7.0 feet to the place of beginning.

As conveyed to Monterey County Flood Control and Water Conservation District of Monterey County, California, Zone One by Grant Deed recorded March 4, 1949, Volume 1122, Official Records, Page 443, Monterey County Records.

PARCEL XI:

(Parcel 10)

Being a part of Rancho Bolsa De San Cayetano and also being a part of those certain parcels of land described in a conveyance recorded in Volume 176 at Page 118, Official Records, Monterey County, California.

Beginning at the corner between course 47 and course 48 of the Official Survey of Rancho Bolsa De San Cayetano; thence from said place of beginning, following the rancho boundary, N. 47 ° 03' E., 171.96 ft.; thence leaving the rancho boundary, S. 39 ° 44' 15" E., 60.53 ft.; thence S. 31 ° 38' 30" W., 30.0 ft.; thence S. 61 ° 20' 42" W., 470.44 ft. to a point 30.0 ft. (measured at right angles) southeasterly from the centerline of the Pajaro River South Levee; thence following a line parallel to and 30.0 ft. distant from the centerline of said south levee, S. 46 ° 13' 37" W., 1,243.19 ft. to a point on the westerly boundary of Parcel No. 2 of aforesaid parcels; thence leaving the southeasterly right-of-way line of the said south levee and said westerly boundary and crossing the channel of the Pajaro River, N. 0 ° 24' 58" E., 585.25 ft. to a point 30.0 ft. (measured at right angles) northwesterly from the centerline of the Pajaro River north levee; thence following a line parallel to and 30.0 ft. distance from the centerline of said north levee, N. 46 ° 08' 07" E., 829.57 ft. to a point in the present channel of the Pajaro River; thence leaving the northwesterly right-of-way line of said north levee and crossing the channel of said river, S. 77 ° 56' 06" E., 571.96 ft. to the place of beginning.

As conveyed to Monterey County Flood Control and Water Conservation District of Monterey County, California, Zone One by Grant Deed recorded July 14, 1949, Volume 1150, Official Records, Page 20, Monterey County Records.

PARCEL XII:

(Parcel 11)

Being a part of Rancho Bolsa De San Cayetano and also being a part of that certain 283.14 acre tract of land described in a conveyance recorded in Volume 391 at Page 466, of Official Records, Monterey County, California.

Beginning at the intersection of the northerly boundary of Rancho Bolsa De San Cayetano and the southeasterly right of way line of the Pajaro River South Levee, Station BSC-#50 of said rancho boundary bears S. 15 ° 55' E., 616.40 feet; thence from said place of beginning following the boundary of said rancho,

(1) N. 15 ° 55' W., 289.31 feet to a point in the channel of the Pajaro River; said point is also the intersection of the rancho boundary and the southeasterly boundary of that certain 60.54 acre tract of land described in a conveyance recorded in Volume 283, of Deeds at Page 207, Santa Cruz County Records; thence leaving the rancho boundary and following the channel of said Pajaro River,

(2) N. 49 ° 35' 30" E., 1226.42 feet; thence

(3) N. 25 ° 16' 35" E., 1313.75 feet; thence to a point on the northerly boundary of said Rancho Bolsa De San Cayetano, Station BSC-#53 of said rancho boundary bears N. 57 ° 35' E., 1093.10 feet distant; thence leaving the channel of said river and following the boundary of said rancho,

(4) N. 57 ° 35' E., 311.20 feet to a point on the southeasterly right of way line of the Pajaro River South Levee, said point being 30.0 feet easterly, measured at right angles, from the center line of said levee; thence leaving the boundary of said rancho and following a line parallel to and 30.0 feet distant from the center line of said south levee,

(5) S. 21 ° 38' 22" W., 474.95 feet to the beginning of a curve to the right; thence

(6) Southwesterly on a curve to the right with a radius 4030 feet through a central angle of 5 ° 37' 04" an arc distance 395.14 feet; thence

(7) S. 27 ° 15' 20" W., 489.62 feet to the beginning of a curve to the right; thence

(8) Southwesterly on a curve to the right with a radius of 1529.71 feet through a central angle of 20 ° 36' 07" an arc distance of 550.04 feet; thence

(9) S. 47 ° 51' 33" W., 835.76 feet to the beginning of a curve to the left; thence

(10) Southwesterly on a curve to the left with a radius 870 feet through a central angle of 16 ° 53' 04" an arc distance of 256.38 feet to the place of beginning.

As conveyed to Monterey County Flood Control and Water Conservation District of Monterey County, California, Zone One by Grant Deed recorded May 23, 1949, Volume 1140, Official MCWRA to PRFMA_Quitclaim Deed (rev 11-21-23)

Records, Page 551, and recorded May 23, 1949, Volume 1143, Official Records, Page 535, Monterey County Records.

PARCEL XIII:

(Parcel 12)

Being a part of Rancho Bolsa De Pajaro.

Beginning at the intersection of the northerly boundary of Rancho Bolsa De San Cayetano, as patented, said patent being recorded in Volume A of Patents at page 74, Monterey County Records, and the southeasterly right of way line of the Pajaro River South Levee, Station BSC#53 of said San Cayetano Rancho, bears, N. 57 ° 35' E., 781.90 ft. distant; thence from said place of beginning, following a line parallel to and 30.0 ft., measured at right angles, southeasterly from the centerline of said south levee,

(1) N. 21 ° 38' 22" E., 344.70 ft.; thence

(2) N. 30 ° 10' 37" E., 374.75 ft.; thence

(3) N. 40 ° 35' 07" E., 736.83 ft. to the beginning of a curve to the right; thence

(4) Northeasterly on a curve to the right with a radius of 345 ft. through a central angle of 51 ° 04' 51", an arc distance of 307.58 ft.; thence

(5) S. 88 ° 20' 02" E., 7.08 ft. to the beginning of a curve to the left; thence

(6) Northeasterly on a curve to the left with a radius of 330 ft. through a central angle of 24 ° 40' 36", an arc distance of 142.13 ft. to the intersection of said curve and the northerly boundary of said San Cayetano Rancho; thence leaving the right of way line of said south levee and following the northerly boundary of said rancho,

(7) N. 23 ° 56' E., 71.98 ft. to the southwesterly right of way line of the Southern Pacific Railroad, (Santa Cruz Branch); thence leaving the boundary of said rancho and following the southwesterly right of way line of said railroad,

(8) N. 49 ° 23' 46" W., 311.24 ft. to a point in the channel of the Pajaro River, and at the northeast corner of that certain easement granted to the City of Watsonville, recorded in Volume 380, at Page 281, Official Records of Santa Cruz County; thence leaving the right of way line of said railroad and following the southeasterly boundary of the aforesaid easement and of other boundaries of the City of Watsonville,

(9) S. 43 ° 00' W., 1,384.09 ft.; thence

(10) S. 22 ° 45' W., 838.42 ft. to a point on the northerly boundary of said Rancho Bolsa De San Cayetano; thence leaving the channel of the Pajaro River and the boundary of the City of Watsonville property and following the boundary of said rancho,

(11) N. 57 ° 35' E., 311.20 ft. to the place of beginning.

As conveyed to Monterey County Flood Control and Water Conservation District of Monterey County, California, Zone One by Grant Deed recorded December 1, 1950, Volume 1263, Official Records, Page 287, Monterey County Records.

PARCEL XIV:

All of those certain parcels of land which pass to the County of Monterey pursuant to the "Final Decree in Eminent Domain", Re: County of Monterey...Plaintiff vs. George F. Silliman, et al, Defendants, Superior Court of Monterey County, Case No. 18893, filed for record March 11, 1941, Volume 711, Page 105, Official Records, Monterey County, lying within Rancho Bolsa De San Cayetano, and as shown on unrecorded survey map entitled "Pajaro River Project, Maps Showing Parcels Acquired for Construction of Levee", dated 1948.

PARCEL XV:

(Parcel 12-A)

Being a part of Rancho Bolsa De San Cayetano and also being a part of that certain parcel of land described in a conveyance recorded in Volume 1042, at Page 209, Official Records, Monterey County, California.

Beginning at a point on the easterly boundary of the above mentioned parcel of land, said place of beginning bears N. 37 ° 30' 15" W. (Deed N. 38 ° 13-1/2' W.) 92.00 feet from the most easterly corner of the above mentioned parcel of land; thence from said place of beginning, N. 37 ° 30' 15" W., 8.00 feet to the southeasterly boundary of Pajaro River Project No. 1 as provided for in Final Decree of Condemnation, recorded in Volume 711, at Page 105, Official Records, Monterey County, California; thence following the southeasterly boundary of said Pajaro River Project No. 1, S. 52 ° 29' 45" W., 39.7 feet; thence S. 31 ° 20' 15" W., 85.80 feet; thence S. 37 ° 30' 15" E., 21.00 feet; thence leaving the boundary of said Pajaro River Project No. 1, N. 20 ° 37' 08" E., 39.7 feet; thence N. 28 ° 23' 37" E., 41.6 feet; thence N. 45 ° 22' 15" E., 48.4 feet to the place of beginning.

As conveyed to Monterey County Flood Control and Water Conservation District of Monterey County, California, Zone One by Grant Deed recorded March 11, 1954, Volume 1124, Official Records, Page 303, Monterey County Records.

PARCEL XVI:

(Parcel 54-B)

Being a part of Rancho Bolsa De San Cayetano and also being a part of that certain 28.89 acre tract of land described in a conveyance recorded in Volume 62 of Deeds at Page 192, Records of Monterey County, California.

Beginning at the intersection of Course No. 62 on the northerly boundary of Rancho Bolsa De San Cayetano as patented, said patent being recorded in Volume 4 of Patents at Page 74, Monterey County Records, and the northerly boundary of Pajaro River Project No. 1, Monterey County, as provided for in Final Decree of Condemnation, recorded in Volume 711 at Page 105, Official Records, Monterey County; thence from said place of beginning following the boundary of said rancho,

- (1) N. $52^{\circ} 36' 50''$ E., 506.85 ft. to a point in the easterly boundary of said 28.89 acre tract of land; thence leaving the boundary of said rancho and following the easterly boundary of said 28.89 acre tract of land,
- (2) S. $0^{\circ} 51'$ W., 153.96 ft. to a point in the northerly boundary of said Pajaro River Project No. 1; thence leaving the easterly boundary of said 28.89 acre tract of land and following the northerly boundary of said Project No. 1,
- (3) S. $74^{\circ} 01'$ W., 60.2 ft. to the beginning of a curve to the left; thence
- (4) Southwesterly on a curve to the left with a radius of 1,775 ft. through a central angle of $10^{\circ} 15'$, an arc distance of 317.50 feet; thence tangent to the aforesaid curve,
- (5) S. $63^{\circ} 46'$ W., 52.1 ft. to the place of beginning.

As conveyed to Monterey County Flood Control and Water Conservation District of Monterey County, California, Zone One by Grant Deed recorded July 13, 1949, Volume 1149, Official Records, Page 347, Monterey County Records.

PARCEL XVII:
(Parcel 54-C)

Being a part of Rancho Bolsa De San Cayetano and also being a part of that certain 14.45 acre tract of land described in a conveyance recorded in Volume 431 at Page 336, Official Records, Monterey County, California.

Beginning at the northwesterly corner of the aforesaid 14.45 acre tract of land and on the northerly boundary of said Rancho and running thence

- (1) N. $58^{\circ} 32' 53''$ E., 301.75 feet to a curve point on the centerline of the Pajaro River North Levee, the center of said curve bears N. $28^{\circ} 21' 31''$ W.; thence follow the centerline of said levee
- (2) Northeasterly on a curve to the left with a radius of 900 feet through a central angle of $7^{\circ} 52' 48''$ an arc distance of 123.78 feet to a point on the easterly boundary of said 14.45 acre tract of land; thence leaving the centerline of said north levee and following the easterly boundary of said 14.45 acre tract of land
- (3) S. $1^{\circ} 20'$ W., 263.98 feet to a curve point on the northerly boundary of Pajaro River Project No. 1, Monterey County, as provided for in the Final Decree of Condemnation, recorded in Volume 711 at Page 105, Official Records, Monterey County, the center of the curve bears N. $24^{\circ} 39' 30''$ W., from said curve point; thence leaving the easterly boundary of said 14.45 acre tract of land and following the northerly boundary of said Project No. 1
- (4) Southwesterly on a curve to the right with a radius of 925 feet through a central angle of $8^{\circ} 40' 30''$ an arc distance of 140.0 feet; thence
- (5) S. $74^{\circ} 01'$ W., 236.0 feet to the westerly boundary of said 14.45 acre tract of land; thence leaving the northerly boundary of said Project No. 1 and following the westerly boundary of said 14.45 acre tract of land

(6) N 0 ° 51' E., 153.96 feet to the place of beginning.

As conveyed to Monterey County Flood Control and Water Conservation District of Monterey County, California, Zone One by Grant Deed recorded June 6, 1949, Volume 1143, Official Records, Page 243, Monterey County Records.

PARCEL XVIII:

(Parcel 54-D)

Being a part of Rancho Bolsa De San Cayetano and also being a part of that certain 2.44 acre parcel of land described in a conveyance recorded in Volume 139 at Page 192, Official Records, Monterey County, California.

Beginning at the intersection of the westerly boundary of the aforesaid 2.44 acre parcel of land and the northern boundary of Pajaro River Project No. 1, Monterey County, as provided in Final Decree of Condemnation, recorded in Volume 711 at Page 105, Official Records, Monterey County; thence from said place of beginning following the westerly boundary of said 2.44 acre parcel of land,

(1) N. 1 ° 20' E., 263.98 ft. to a point on curve in the centerline of the Pajaro River North Levee, (the center of said curve bears, N. 36 ° 14' 19" W.; thence leaving the westerly boundary of said 2.44 acre parcel of land and following the centerline of said levee,

(2) Northeasterly on a curve to the left with a radius of 900 ft. through a central angle of 6 ° 06' 25", an arc distance of 95.93 ft. to a point on the easterly boundary of said 2.44 acre parcel of land; thence leaving the centerline of said north levee and following the easterly boundary of said 2.44 acre parcel of land,

(3) S. 8 ° 10' E., 262.33 ft. to a curve point on the northerly boundary of said Project No. 1 (the center of said curve bears, N. 32 ° 59' W.; thence leaving the easterly boundary of said 2.44 acre parcel of land and following the northerly boundary of said Project No. 1,

(4) Southwesterly on a curve to the right with a radius of 925 ft. through a central angle 8 ° 19' 30", an arc distance of 134.4 feet to the place of beginning.

As conveyed to Monterey County Flood Control and Water Conservation District of Monterey County, California, Zone One by Grant Deed recorded November 10, 1950, Volume 1258, Official Records, Page 431, Monterey County Records.

PARCEL XIX:

(Parcel 54-A)

Being a part of Rancho Bolsa De San Cayetano.

Beginning at a point on the northerly boundary of Rancho Bolsa De San Cayetano, as patented, said patent being recorded in Volume A of Patents, at Page 74, Monterey County Records, Station BCS#62 of said boundary bears, N. 52 ° 36' 50" E., 385.2 ft. distant; thence from said place of beginning following the northerly boundary of said rancho,

- (1) S. 52 ° 36' 50" W., 482.5 ft. to a point on curve in the northwesterly right of way line of the Pajaro River North Levee, said point being northwesterly, 30.0 ft. distance, measured on a radial, from the centerline of said north levee; thence leaving the northerly boundary of said rancho and following a line parallel to the centerline of said levee,
- (2) Southwesterly on a curve to the right, (the center of said curve bears, N. 47 ° 02' 56" W.) with a radius of 870 ft. through a central angle of 18 ° 41' 25", an arc distance of 283.8 ft.; thence on a tangent from said curve,
- (3) S. 61 ° 38' 29" W., 9.98 ft. to a point on the northerly boundary of the aforesaid rancho; thence leaving the right of way line of said north levee and following the northerly boundary of said rancho,
- (4) S. 52 ° 36' 50" W., 294.97 ft.; thence leaving the boundary of said rancho,
- (5) N. 58 ° 32' 53" E., 301.75 ft. to a curve point on the centerline of said north levee; thence following the centerline of said levee,
- (6) Northeasterly on a curve to the left, (the center of said curve bears N. 28 ° 21' 31" W.) with a radius of 900 ft. through a central angle of 13 ° 59' 13", an arc distance of 219.71 ft.; thence leaving the centerline of said north levee,
- (7) N. 58 ° 02' 51" W., 165.0 ft.; thence
- (8) N. 40 ° 00', E., 250.0 ft. to the place of beginning.

As conveyed to Monterey County Flood Control and Water Conservation District of Monterey County, California, Zone One by Grant Deed recorded September 5, 1952, Volume 1403, Official Records, Page 474, Monterey County Records.

PARCEL XX:
(Parcel 54-E)

Being a part of Rancho Bolsa De San Cayetano and also being a part of that certain 82.844 acre tract of land described in a conveyance recorded in Volume 386 at Page 264, Official Records, Monterey County, California.

Beginning at the intersection of Course No. 62 on the northerly boundary of Rancho Bolsa De San Cayetano as patented, said patent being recorded in Volume A of Patents at Page 74, Monterey County Records, and the northerly boundary of Pajaro River Project No. 1, Monterey County, as provided for in Final Decree of Condemnation, recorded in Volume 711 at Page 105, Official Records, Monterey County, said place of beginning being also on the northwesterly boundary of the aforesaid 82.844 acre tract of land; thence from said place of beginning following the boundary of said rancho,

- (1) S, 52 ° 36' 50" W., 142.50 feet; thence leaving the boundary of said rancho,
- (2) S. 40 ° W., 250.0 feet; thence

(3) S. 58 ° 02' 51" W., 165.0 feet to a point on the easterly boundary of a 2.44 acre parcel of land described in a conveyance recorded in Volume 139 at Page 192 of Official Records, Monterey County; thence following the easterly boundary of said 2.44 acre parcel of land,

(4) S. 8 ° 10' E., 262.55 feet to a point on curve in the northerly boundary of said Pajaro Project No. 1; thence leaving the easterly boundary of said 2.44 acre tract of land following the northerly boundary of said Project No. 1,

(5) Northeasterly on a curve to the left (the center of said curve bears N. 32 ° 59' W.) with a radius of 925 feet through a central angle of 32 ° 11' an arc distance of 519.6 feet to a point of compound curve; thence

(6) Northerly on a curve to the left (the center of said curve bears N. 65 ° 10' W) with a radius of 425 feet through a central angle of 24 ° 34' an arc distance of 182.2 feet; thence

(7) N. 0 ° 16' E., 31.2 feet to the beginning of a curve to the right; thence

(8) Northerly on a curve to the right with a radius of 400 feet through a central angle of 4 ° 19' an arc distance of 30.2 feet to the place of beginning.

As conveyed to Monterey County Flood Control and Water Conservation District of Monterey County, California, Zone One by Grant Deed recorded June 8, 1949, Volume 1143, Official Records, Page 538, Monterey County Records.

PARCEL XXI:
(Parcel 13)

Being a part of Rancho Bolsa De San Cayetano and also being a part of those certain parcels of land described in a conveyance recorded in Volume 158 of Deeds at Page 229, Monterey County, California,

Beginning at a point S. 0 ° 50' 30" W., 287.76 ft. from Station 66 of the Official Survey of Bolsa De San Cayetano Rancho; thence from said place of beginning, S. 0 ° 50' 30" W., 256 ft. to a point on the right-of-way line of the Pajaro River South Levee, said point being on a curve and 30.0 ft. southerly, measured on a radial, from the centerline of said levee, (the center of said curve bears, N. 20 ° 36' 02" W., 530.0 ft.); thence parallel to an 30.0 ft. distance, measured on a radial, from the centerline of said South Levee, northeasterly on a curve to the left with a radius of 530.0 ft. through a central angle of 56 ° 28' 53", an arc distance of 522.47 ft.; thence N. 12 ° 55' 05" E., 103.23 ft.; thence leaving the right-of-way line of said Pajaro River South Levee, S. 41 ° 57' 30" W., 99.43 ft.; thence S. 62 ° 19' 30" W., 319.4 ft. to the place of beginning.

As conveyed to Monterey County Flood Control and Water Conservation District of Monterey County, California, Zone One by Grant Deed recorded March 4, 1949, Volume 1122, Official Records, Page 441, Monterey County Records.

PARCEL XXII:
(Parcel 14)

Being a part of Rancho Bolsa De San Cayetano and also being a part of certain parcels of lands (to-wit: Third a - 13.31 acres, Third b - 16-1/2 acres and Third e - 22.20 acres) described in

Decree of Final Distribution, recorded in Volume 185 of Deeds, at Page 482, Records of Monterey County, California.

Beginning at the most easterly corner of that aforesaid mentioned 22.20 acre parcel of land; thence N. 62 ° 38' 14" W., 646.60 feet (Deed N. 68 ° 05' W., 9.37 ch.); thence N. 67 ° 30' W., 578.16 feet (Deed N. 68-1/4 ° W., 8.76 Ch.); thence N. 60 ° 15' E., 103.62 feet (Deed N. 59-1/2 ° W., 1.57 Ch.) to the boundary of Bolsa De San Cayetano Rancho; thence following the boundary of said Rancho, N. 85 ° 26' W., (Deed N. 86-1/4 ° W.) 924.0 feet; thence continuing along the boundary of said Rancho S. 25 ° 21' 45" W. (Deed S. 24-3/4 ° W) 1077.33 feet to the most westerly corner of the aforesaid 13.31 acre parcel of land; thence leaving the boundary of said Rancho and following the westerly boundary of the aforesaid 13.31 acre parcel of land S. 8 ° 08' E., 473.81 feet to a point on the right-of-way line of the Pajaro River south Levee. Said point being 30.0 feet easterly, at right angles to the center line of said levee; thence leaving the westerly boundary of the said 13.31 acre parcel of land and following a line parallel to and 30.0 feet distance from the center line of said Pajaro River South Levee N. 12 ° 55' 05" E., 899.27 feet to the beginning of a curve to the right; thence northerly and easterly on a curve to the right with a radius of 470.0 feet through a central angle of 97 ° 25' 26" an arc distance of 799.17 feet; thence S. 69 ° 39' 29" E., 447.69 feet to the beginning of a curve to the right; thence southeasterly on a curve to the right with a radius of 1470.0 feet through a central angle of 15 ° 03' 02" an arc distance of 386.14 feet; thence S. 54 ° 36' 27" E., 131.33 feet to the beginning of a curve to the left; thence southeasterly on a curve to the left with a radius of 930.0 feet through a central angle of 32 ° 01' 11" an arc distance of 519.73 feet to a point on curve is 30.0 feet southerly, measured on a radial, from the center line of the Pajaro River South Levee. (The center of said curve bears N. 3 ° 22' 22" E., 930.0 feet). Thence leaving the southerly right of way line of the Pajaro River South Levee N. 43 ° 30' E., 232.83 feet to the place of beginning.

As conveyed to Monterey County Flood Control and Water Conservation District of Monterey County, California, Zone One by Grant Deed recorded August 5, 1949, Volume 1154, Official Records, Page 102, Monterey County Records.

PARCEL XXIII:
(Parcel 58-A)

Being a part of Rancho Bolsa De San Cayetano and also being a part of that certain 63.922 acre tract of land described in a conveyance recorded in Volume 177 at Page 185, Official Records, Monterey County, California.

Beginning at Station 72 of the Official Survey of Bolsa De San Cayetano Rancho, thence following the Rancho boundary N. 1 ° 25' E. (Deed N. 0-1/2 ° E.) 177.43 feet to a point on the northerly right-of-way line of the Pajaro River North Levee, said point being on a curve 30 feet distance, measured on a radial, from the center line of the said Pajaro River North Levee. (The center of said curve bears S. 24 ° 09' 28" E., 880.0 feet); thence leaving the Rancho boundary and following a line parallel to and 30.0 feet distance from the center line of the said Pajaro River North Levee southwesterly on a curve to the left with a radius of 880.0 feet through a central angle of 11 ° 41' 43" an arc distance of 179.37 feet; thence continuing parallel to and 30.0 feet northwesterly, measured at right angles, from the center line of the said Pajaro River North Levee, S. 54 ° 08' 49" W., 1123.42 feet to a point of curve; thence westerly on a curve to the right with a radius of 670.0 feet through a central angle of 57 ° 03' 12" an arc distance of 666.54 feet; thence continuing parallel to and 30.0 feet distance, measured at right angles, from the center line of said Pajaro River North Levee, N. 68 ° 47' 59" W., 748.35 feet to a point on the

Rancho boundary; thence leaving the northerly right-of-way line of the Pajaro River North Levee and following the Rancho boundary S. 48 ° 35' W.(Deed S. 47-3/4 ° W.) 80.53 feet to Station 68 of the Official Survey of said Rancho Bolsa De San Cayetano; thence leaving the boundary of said rancho and following the southern boundary of the aforesaid 63.922 acre tract S. 60 ° 15' W., 103.62 feet (Deed S. 59-1/2 ° W.1.57 Ch.); thence S. 67 ° 30' E., 578.16 feet (Deed S. 68-1/4 ° E., 8.76 Ch.); thence S 62 ° 38' 14" E., 646.60 feet (Deed S. 68 ° .60 feet (Deed S. 68 ° 05' E., 9.37 Ch.); thence N. 61 ° 09' 08" E., 692.48 feet (Deed N. 60 ° E., 10.24 Ch.); thence N. 62 ° 38' 30" 650.10 feet (Deed N. 61-1/4 ° E., 9.85 Ch.) to a point on the said Rancho boundary; thence following the Rancho boundary N. 34 ° 08' 30" E. (Deed N. 61-1/4 ° E.) 448.9 feet to the place of beginning.

As conveyed to Monterey County Flood Control and Water Conservation District of Monterey County, California, Zone One by Grant Deed recorded July 12, 1949, Volume 1149, Official Records, Page 207, Monterey County Records.

PARCEL XXIV:

(Parcel 15)

Being a part of Rancho Bolsa De San Cayetano and also being a part of that certain 10.09 acre tract of land described in a conveyance recorded in Volume 666 at Page 31, Official Records, Monterey County, California.

Beginning at the most northerly corner of the aforesaid 10.09 acre tract of land; thence S. 62 ° 38' 30" W., 650.10 ft., (Deed S. 61-1/4 ° W., 9.85 chains) to a point in the channel of the Pajaro River; thence in the channel of said river, S. 61 ° 09' 08" W., 692.48 ft., (Deed, S. 60 ° W. 10.24 chains); thence leaving the channel of said Pajaro River, s. 43 ° 30" W., (Deed S. 42-3/4 ° W.), 232.83 ft. to a point on the southerly right-of-way line of the Pajaro River South Levee, said point being on a curve 30 ft. distance, measured on a radial, from the center-line of said Pajaro River South Levee (the center of said curve bears, N. 3 ° 22' 22" W., 930.00 ft.); thence following a line parallel to and 30 ft., distance, measured on a radial, from the centerline of said Pajaro River South Levee, northeasterly on a curve to the left with a radius of 930.0 ft. through a central angle of 39 ° 47' 32", an arc distance of 645.89 ff.; thence parallel to and 30.0 ft. southerly, measured at right angles, from the centerline of the Pajaro River South Levee, N. 53 ° 34' 50" E., 785.08 ft. to a point on the most southeasterly boundary of the aforesaid 10.09 acre tract of land; thence leaving the southerly right-of way line of the Pajaro River South Levee and following the boundary of the aforesaid 10.09 acre tract of land, N. 34 ° 08' 30" E., (Deed, N. 32-3/4 ° E.) 187.87 ft. to the place of beginning.

As conveyed to Monterey County Flood Control and Water Conservation District of Monterey County, California, Zone One by Grant Deed recorded April 26, 1950, Official Records, Volume 1212, Official Records, Page 548, Monterey County Records.

PARCEL XXV:

(Parcel 16)

Being a part of Rancho Vega De Rio Pajaro and also being a part of that certain 81.17 acre tract of land described in a conveyance recorded in Volume 50 of Deeds, Records of Monterey County, California, at Page 453, and all of that certain 1.0 acre tract of land described in a conveyance recorded in Volume 59 of Deeds, Records of Monterey County, California, at page 325.

Beginning at the northeast corner of the aforesaid 81.17 acre tract, and at the northwest corner of the aforesaid 1.0 acre tract, said corners being common and on the northern boundary of Vega Del Rio Pajaro Rancho; thence from said place of beginning following the northern boundary of said Vega Del Rio Pajaro, N. 71 ° 07' 30" W., (Deed, N. 72 ° W.) 162.37 ft. to a point 30 ft. westerly and at right angle to the centerline of the Pajaro River South Levee; thence leaving the Rancho Vega De Rio Pajaro boundary and following a line parallel to and 30 ft. distance from the centerline of said south levee, S. 22 ° 30' 57" E., 406.86 ft. to a point on the east line of the aforesaid 81.17 acre tract; thence leaving the right-of-way of the Pajaro River South Levee, N. 0 ° 23' W., (Deed, N. 0-1/2 ° W.) 60.44 ft. to the southwest corner of the aforesaid 1.0 acre tract; thence following the boundaries of the said 1.0 acre tract, N. 89 ° 37' E., (Deed, N. 89-1/2 ° E., 2.90 chains) 191.4 ft.; thence N. 0 ° 23' W., (Deed, N. 0-1/2 ° W., 2.97 chains) 196.02 ft. to the northern boundary of Vega Del Rio Pajaro Rancho; thence following the northern boundary of said rancho, N. 71 ° 07' 30" W., (Deed, N. 72 ° W., 3.06 chains) 202.76 ft. to the place of beginning.

As conveyed to Monterey County Flood Control and Water Conservation District of Monterey County, California, Zone One by Grant Deed recorded March 7, 1949, Volume 1123, Official Records, Page 199, Monterey County Records.

PARCEL XXVI:
(Parcel 61-A)

Being a part of Rancho Vega Del Rio Pajaro and also being a part of that certain 3.31 acre tract of land described in a conveyance recorded in Volume 51 of the Official Records, Monterey County, California at page 25.

Beginning at a point on the northern boundary of Vega De Rio Pajaro Rancho, a 4" x 4" post at the southeast corner of Lot 7, Driscoll Subdivision in Rancho Salsipuedes, Santa Cruz County, California, bears, S. 71 ° 07' 30" E., 616.05 ft.; thence from said place of beginning, following the northern boundary of said Rancho Vega Del Rio Pajaro, N. 71 ° 07' 30" W., (Deed, N. 71 ° 50' W.) 297.54 ft. to northeast corner of that certain 1.0 acre tract, more particularly described in a conveyance recorded in Volume 59 of Deeds, Records of Monterey County, California, at Page 325; thence following the boundary of that said 1.0 acre tract, S. 0 ° 23' E., 158.89 ft. to a point on the southerly line of the said 3.31 acre tract; thence leaving the east line of said 1.0 acre tract and following the southern line of said 3.31 acre tract, S. 71 ° 07' 30" E., (Deed, S. 71 ° 50' E.) 312.11 ft. to a point 30 ft. easterly and at right angles to the centerline of the Pajaro River North Levee; thence following a line parallel to and 30 ft. distance from the centerline of said north levee, N. 21 ° 35' 44", 174.18 ft.; thence leaving the right-of-way line of the Pajaro River North Levee, N. 88 ° 04' 30" E., 49.28 ft. to the place of beginning.

As conveyed to Monterey County Flood Control and Water Conservation District of Monterey County, California, Zone One by Grant Deed recorded March 14, 1949, Volume 1125, Official Records, Page 92, Monterey County Records.

PARCEL XXVII:

(Parcel 62)

Being a part of Rancho Vega Del Rio Pajaro and also being a part of that certain tract of land described in a conveyance recorded in Volume 557 at Page 56, Official Records of Monterey County, California.

Beginning at a point on the south line of that said tract, said point also being in the present channel of the Pajaro River. A 6" x 6" concrete monument at the southwest corner of the aforesaid tract S. 82 ° 58' 55" W. (Deed S. 82 ° 30' W) 586.43 ft.; thence from said place of beginning N. 78 ° 09' 24" W., 248.35 ft. to a point 30 ft. westerly and at right angles to the center line and end of the Pajaro River South Levee; thence following a line parallel and 30 ft. distant from the center line of said South Levee, N. 21 ° 35' 44" W., 355.48 ft. to the beginning of a curve to the right; thence northwesterly on a curve to the right with a radius of 1030 ft. through a central angle of 9 ° 30' 00" an arc distance of 170.78 ft.; thence N. 12 ° 05' 44" W., 249.85 ft. in the beginning of a curve to the left; thence northwesterly on a curve to the left with a radius of 970 ft. through a central angle of 10 ° 25' 13" an arc distance of 176.14 ft.; thence N. 22 ° 30' 57" W., 161.60 ft. to a point on the west line of the aforesaid 42.88 acre tract; thence leaving the right of way line of the south levee and following the boundaries of the said 42.88 acre tract, N. 0 ° 23' W. (Deed N. 0 ° 30' W) 60.44 ft.; thence N. 89 ° 37' E. (Deed N. 89 ° 30' E.) 191.4 ft.; thence N. 0 ° 23' W. (Deed N. 0 ° 30' W.) 37.13 ft. to the southerly line of 3.31 acre tract, more particularly described in Volume 51 of the Official Records of Monterey County, California, at Page 25; thence leaving the boundaries of the said 42.88 acre tract and following the southerly line of the aforesaid 3.31 acre tract, S. 71 ° 07' 30" E. (Deed S. 71 ° 50' E.) 312.11 ft. to a point 30 ft. easterly and at right angles to the center line of the Pajaro River North Levee; thence leaving the southerly line of the aforesaid 3.31 acre tract and following a line parallel to and 30 ft. distant from the center line of the said North Levee S. 21 ° 35' 44" E., 743.53 ft. to the beginning of a curve to the left; thence southeasterly on a curve to the left with a radius of 1270 ft. through a central angle of 19 ° 21' 03", an arc distance of 428.92 ft. to a point on the southerly boundary of said 42.88 acre tract; thence leaving the right of way of the Pajaro River North Levee, S. 82 ° 58' 55" W. (Deed S. 82 ° 30' W.) 394.32 ft. to the place of beginning.

As conveyed to Monterey County Flood Control and Water Conservation District of Monterey County, California, Zone One by Grant Deed recorded March 17, 1949, Volume 1126, Official Records, Page 1, Monterey County Records.

PARCEL XXVIII:

(Parcel 63)

Being a part of Rancho Vega Del Rio Pajaro and also being a part of that certain 120 acre tract of land described in a conveyance recorded in Volume 574 at Page 108, Official Records, Monterey County, California.

Beginning at a point on the east line of the aforesaid mentioned tract where the said east line intersects a line 30 ft. northerly of and at right angles to the centerline of Pajaro River North Levee. The northeast corner of the aforesaid tract bears, N. 4 ° 34' 40" E., (Deed, N. 3 ° 45' E.) 143.94 ft.; thence from said point of beginning, following a line parallel and 30 ft. distant from the centerline of said north levee, N. 63 ° 46' 50" W., 1,455.74 ft. to the beginning of a curve to the right; thence northwesterly on a curve to the right with a radius of 1,270 ft. through a central angle of 22 ° 50' 03", an arc distance of 506.13 ft. to a point on the northerly boundary of the

aforesaid tract; thence leaving the right-of-way line of the Pajaro River north levee and following the northerly boundary of the aforesaid tract, S. 82 ° 58' 55" W., (Deed, S. 82 ° 48' W.) 394.32 ft. to a point in the present channel of the Pajaro River; thence following the channel of said river upstream, S. 60 ° 06' 43" E., 2,390.23 ft. to a point on the east line of aforesaid tract; thence leaving the river channel, N. 4 ° 34' 40" E., (Deed 3 ° 45' E.) 290.00 feet to the place of beginning.

As conveyed to Monterey County Flood Control and Water Conservation District of Monterey County, California, Zone One by Grant Deed recorded March 9, 1949, Volume 1124, Official Records, Page 48, Monterey County Records.

PARCEL XXIX:

(Parcel 64)

Being a part of Rancho Vega Del Rio Pajaro and also being a part of that certain tract of land described in a Superior Court Decree recorded in Volume 839, Official Records, Monterey County, California, at Page 119.

Beginning at a point on the west line of the aforesaid mentioned tract where said west line intersects a line 30 ft. northerly of and at right angles to the centerline of the Pajaro River North Levee. The northwest corner of the aforesaid mentioned tract bears, N. 4 ° 34' 40" E., (Deed, N. 4 ° 45' E.) 985.44 ft.; thence from said place of beginning following a line parallel to and 30 ft. distance from the centerline of said north levee, S. 65 ° 46' 50" E., 52.57 ft. to the beginning of a curve to the left; thence on a curve to the left in a southeasterly direction with a radius of 1,170 ft. through a central angle of 14 ° 58' 07", an arc distance of 305.66 ft. to a point on the east line of the aforesaid mentioned tract; thence leaving the northern right-of-way line of said north levee and following the east line of the aforesaid tract, S. 4 ° 34' 40", (Deed, S. 4 ° 45' W.) 189.36 ft. to a point in the present channel of the Pajaro River; thence leaving the east line of the aforesaid tract and following the channel of said river downstream, N. 86 ° 32' 12" W., 344.48 ft. to the west line of the aforesaid tract; thence leaving the channel of said river, N. 4 ° 34' 40" E., (Deed, N. 4 ° 5' E.) 290.0 ft. to the place of beginning.

As conveyed to Monterey County Flood Control and Water Conservation District of Monterey County, California, Zone One by Grant Deed recorded March 7, 1949, Volume 1123, Official Records, Page 195, Monterey County Records.

PARCEL XXX:

(Parcel 65)

Being a part of Rancho Vega Del Rio Pajaro and also being a part of that certain tract of land conveyed by deed recorded in Volume 934, Official Records, Monterey County, California, at Page 214.

Beginning at the southeast corner of that aforesaid mentioned tract; thence N. 4 ° 34' 40" E., (Deed, N. 4 ° 34' 40" W., (Deed, N. 4 ° 47' E.) 155.06 ft. to a point 30 ft. northerly and at right angles to the centerline of the Pajaro River north levee; thence following a curve westerly to the right and parallel to the centerline of the said north levee, (the center of the curve bears, N. 5 ° 41' 06" W., 1,170 ft.) through a central angle of 16 ° 56' 09", an arc distance of 345.83 ft. to the west line of the aforesaid tract; thence following the boundaries of the aforesaid tract, S. 4 ° 34'

40" W., (Deed, S. 4 ° 47' W.) 189.36 ft.; thence S. 86 ° 43' 20" E., (Deed 86 ° 31' E.,) 230.1 ft.; thence N. 75 ° 20' 40" E. (Deed, N. 75 ° 33' E.) 121.10 ft. to the place of beginning.

As conveyed to Monterey County Flood Control and Water Conservation District of Monterey County, California, Zone One by Grant Deed recorded March 3, 1949, Volume 1122, Official Records, Page 149, Monterey County Records.

PARCEL XXXI:

(Parcel 66)

Being a part of Rancho Vega Del Rio Pajaro and also being a part of that certain tract of land conveyed by deed recorded in Volume 929, Official Records, Monterey County, California, at page 244.

Beginning at the southeast corner of the aforesaid mentioned tract; thence N. 4 ° 34' 40" E., (Deed, N. 4 ° 47' E.) 140.12 ft. to a point 30 ft. northerly and at right angles to the centerline of the Pajaro River north levee; thence following a curve southwesterly to the right and parallel to the centerline of said north levee, (the center of said curve bears, N. 15 ° 47' 59" W., 1,170 ft.) through a central angle of 10 ° 06' 53", an arc distance of 206.55 ft. to the westerly line of the aforesaid tract; thence following the boundaries of the aforesaid tract, S. 4 ° 34' 40" W., (Deed, S. 4 ° 47' W.) 155.06 ft.; thence N. 75 ° 20' 40" E., (Deed, N. 75 ° 33' E.) 210.7 ft. to the place of beginning.

As conveyed to Monterey County Flood Control and Water Conservation District of Monterey County, California, Zone One by Grant Deed recorded March 2, 1949, Volume 1122, Official Records, Page 151, Monterey County Records.

PARCEL XXXII:

(Parcel 66-A)

Being a part of Rancho Vega Del Rio Pajaro and also being a part of that certain tract of land conveyed as Parcel No. 2 in a deed recorded in Volume 965, Official Records, Monterey County, California, at page 462.

Beginning at a point on the easterly line of the aforesaid mentioned tract where said easterly line intersects a line, 30 ft. northerly and at right angles to the centerline of the Pajaro River north levee. A 2" x 3" post at the northeast corner of said tract conveyed as Parcel No. 2 bears, N. 4 ° 38' 20" E., (Deed, N. 4 ° 5' E.) 42.72 ft.; thence from said point of beginning S. 4 ° 38' 20" W., 161.38 ft. to a point in the present channel of the Pajaro River; thence following the channel of said river downstream, S. 73 ° 43' 03" W., 216.56 ft. to a point on the westerly line of said tract conveyed as Parcel No. 2; thence N. 4 ° 34' 40" E., (Deed, N. 4 ° 5' E.) 140.12 ft. to a point 30 ft. northerly and at right angles to the centerline of the Pajaro River north levee; thence following a curve northeasterly to the left and parallel to the centerline of said north levee, (the center of said curve bears, N. 15 ° 47' 54" W., 1170 ft.) through a central angle of 11 ° 02' 34", an arc distance of 225.50 ft. to the place of beginning.

As conveyed to Monterey County Flood Control and Water Conservation District of Monterey County, California, Zone One by Grant Deed recorded July 19, 1949, Volume 1150, Official Records, Page 449, Monterey County Records.

PARCEL XXXIII:

(Parcel 67)

Being a part of Rancho Vega Del Rio Pajaro and also being a part of that certain tract of land conveyed as Parcel No. 1 in a deed recorded in Volume 965, Official Records, Monterey County, California, at Page 462.

Beginning at a point on the westerly line of the aforesaid mentioned tract where said westerly line intersects a line 30 ft. northerly and at right angles to the centerline of the Pajaro River North Levee. A 2" x 3" post at the northwest corner of said tract conveyed as Parcel No. 1 bears, N. 4 ° 38' 20" E., (Deed, N. 4 ° 5' E.) 42.72 ft.; thence from said point of beginning, S. 4 ° 38' 20" W., 161.38 ft. to a point in the present channel of the Pajaro River; thence following the channel of said river upstream, N. 73 ° 43' 03" E., 217.57 ft. to a point on the easterly line of said tract conveyed as Parcel No. 1; thence following the easterly line of said tract conveyed as Parcel No. 1, N. 4 ° 18' 20" E., (Deed, N. 3-3/4 ° E.) 240.00 ft. to a point 30 ft. northerly and at right angles to the centerline of the Pajaro River North Levee; thence following a curve southwesterly to the right and parallel to the centerline of said north levee, (the center of said curve bears, N. 39 ° 22' 11" W., 1,170 ft.) through a central angle of 12 ° 31' 38", an arc distance of 255.81 ft. to the place of beginning.

As conveyed to Monterey County Flood Control and Water Conservation District of Monterey County, California, Zone One by Grant Deed recorded July 19, 1949, Volume 1150, Official Records, Page 451, Monterey County Records.

PARCEL XXXIV:

(Parcel 66-B)

Being a part of Rancho Vega Del Rio Pajaro and also being a part of that certain tract of land conveyed by deed recorded in Volume 965 of the Official Records of Monterey County at Page 463.

Beginning at a point on the west boundary of the aforesaid mentioned tract where said boundary intersects a line 30 feet northerly and a right angles to the center line of the Pajaro River North Levee, the northwest corner of said tract bears N. 4 ° 18' 20" E., 53.84 feet; thence from said point of beginning following the west boundary of said tract S. 4 ° 18' 20" W. (Deed S. 3 ° 5' W.) 240.0 feet to a point in the present channel of the Pajaro River; thence leaving the west boundary of said tract and following the channel upstream, N. 61 ° 12' 15" E., 691.52 feet to a point on the east boundary of said tract; thence leaving the channel of the Pajaro River and following the east boundary of said tract N. 4 ° 12' 40" E. (Deed N. 3 ° 8' E.) 373.72 feet to a point on southeasterly boundary of Rancho Salsipuedes; thence following the boundary of Rancho Salsipuedes S. 54 ° 41' 21" W., (Deed S. 53 ° 45' W.) 429.06 feet to a point 30 feet northerly and at right angles to the center line of the Pajaro River North Levee; thence following a line parallel and 30 feet distance from the centerline of the Pajaro Northern Levee S. 50 ° 31' 09" W., 341.34 feet to the beginning of a curve to the right; thence southwesterly on the arc of a circular curve to the right with a radius of 1170 feet through a central angle of 0 ° 06' 40" a distance of 2.27 feet to the point of beginning.

As conveyed to Monterey County Flood Control and Water Conservation District of Monterey County, California, Zone One by Grant Deed recorded July 19, 1949, Volume 1150, Official Records, Page 444, Monterey County Records.

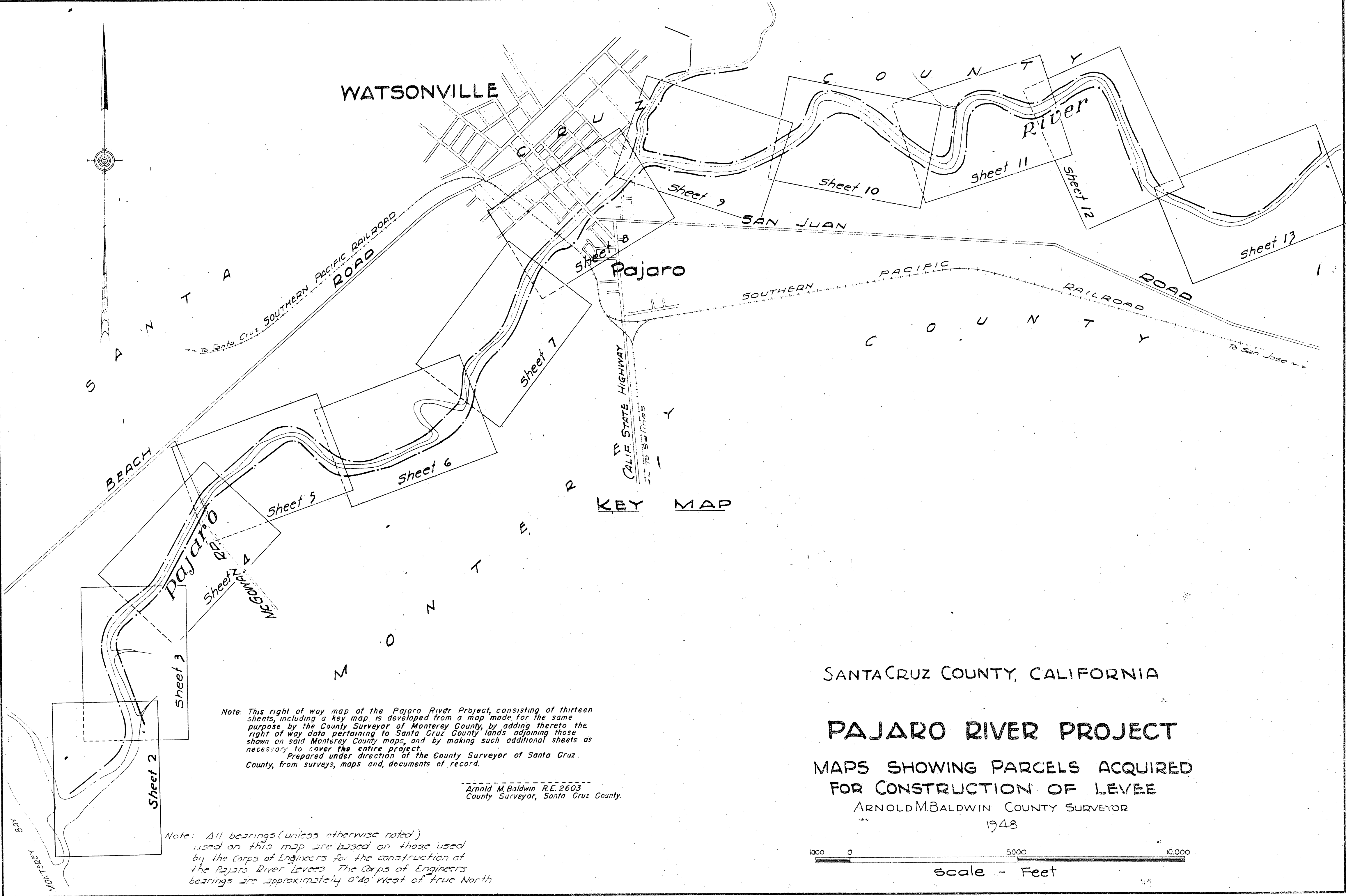
PARCEL XXXV:
(Parcel 67-B)

Being a part of Rancho Vega Del Rio Pajaro and also being a part of that certain 53.73 acre tract conveyed as Parcel Three in a conveyance recorded in Volume 853 of the Official Records, Monterey County, at Page 429.

Beginning at the northeasterly corner of the aforesaid mentioned 53.73 acre tract of land, said corner being on the southeasterly boundary of Rancho Salsipuedes, thence following the boundaries of said Rancho Salsipuedes, S. 54 ° 41' 21" W., 791.18 feet (Deed S. 53 ° 45' W., 11.93 ch.) to the northwesterly corner of said 53.73 acre tract; thence leaving the Rancho boundary and following the west line of said tract, S. 4 ° 12' 40" W., (Deed S. 3 ° 8' W.) 373.72 feet to a point in the present channel of the Pajaro River; thence leaving the west boundary of the said 53.73 acre tract and running up the channel of the Pajaro River, N. 56 ° 23' E., 365.0 feet; thence N. 48 ° 03' E., 494.13 feet to a point on the east boundary of the said 53.73 acre tract; thence leaving the channel of the Pajaro River and following the east boundary of the said tract N. 0 ° 17' 40" E. (Deed N. 1 ° W.) 297.62 feet to the place of beginning.

As conveyed to Monterey County Flood Control and Water Conservation District of Monterey County, California, Zone One by Grant Deed recorded March 7, 1949, Volume 1123, Official Records, Page 193, Monterey County Records.

The description set forth in this report is taken from the record conveyance chain of title, which description may be indefinite and insufficient to properly identify the boundaries of said land.



Note: This right of way map of the Pajaro River Project, consisting of thirteen sheets, including a key map is developed from a map made for the same purpose by the County Surveyor of Monterey County, by adding thereto the right of way data pertaining to Santa Cruz County lands adjoining those shown on said Monterey County maps, and by making such additional sheets as necessary to cover the entire project.
Prepared under direction of the County Surveyor of Santa Cruz County, from surveys, maps and documents of record.

Arnold M. Baldwin R.E. 2603
County Surveyor, Santa Cruz County.

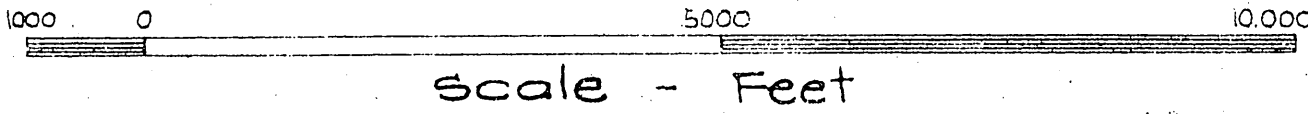
Note: All bearings (unless otherwise noted) used on this map are based on those used by the Corps of Engineers for the construction of the Pajaro River Levees. The Corps of Engineers bearings are approximately 0°40' West of true North.

SANTACRUZ COUNTY, CALIFORNIA

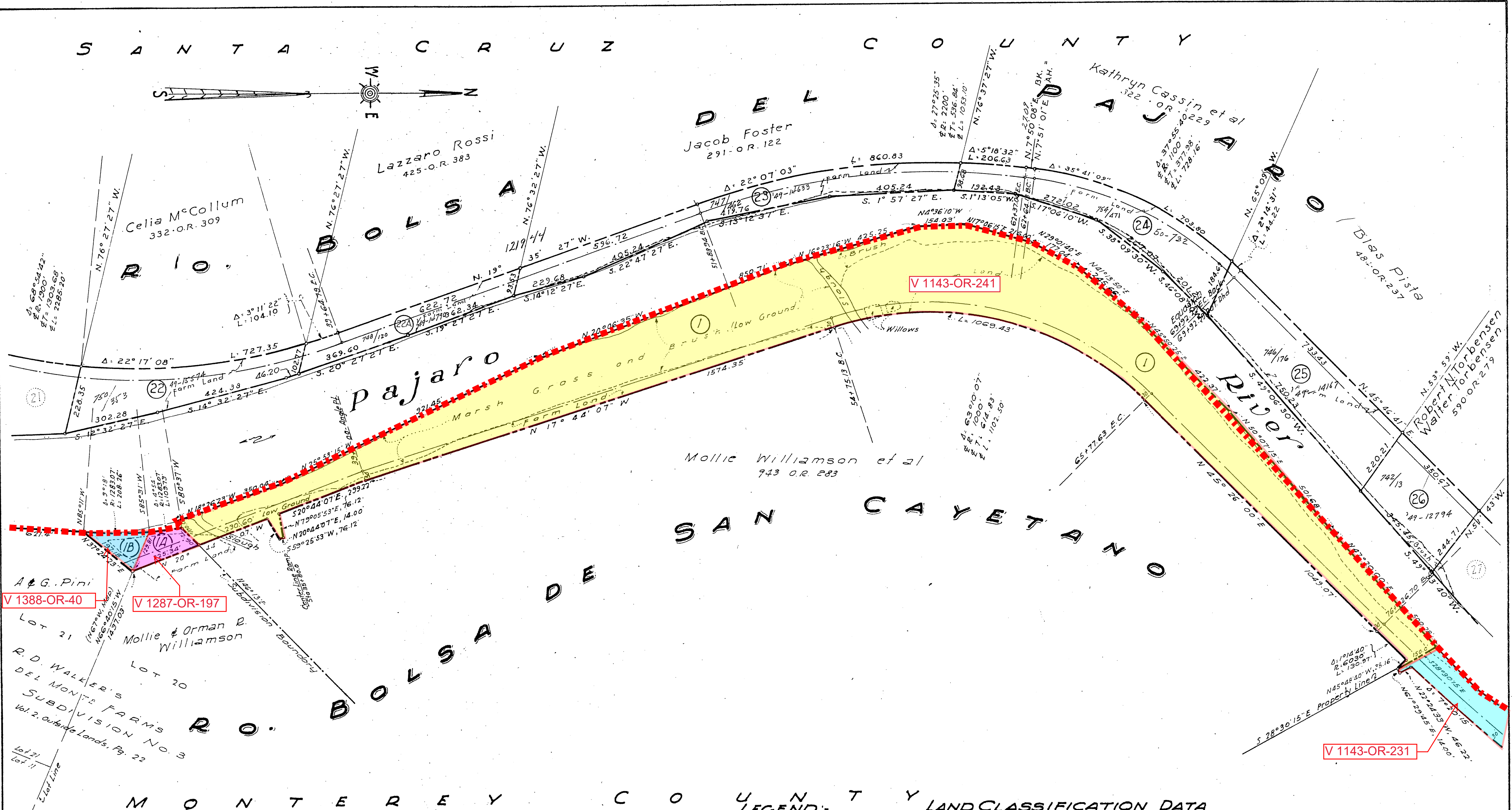
PAJARO RIVER PROJECT

MAPS SHOWING PARCELS ACQUIRED
FOR CONSTRUCTION OF LEVEE

ARNOLD M. BALDWIN COUNTY SURVEYOR
1948



OFFICE OF COUNTY SURVEYOR	
COUNTY OF SANTA CRUZ	
STATE OF CALIFORNIA	
<i>PAJARO RIVER PROJECT</i> <i>ACQUISITION MAPS</i>	
ARNOLD M. BALDWIN	COUNTY SURVEYOR
SCALE: 1" = 200'	DATE: APRIL 2, 1949
SURVEYED BY:	
DRAWN BY: JLB	



V 1388-OR-40

V 1287-OR-197

V 1143-OR-241

V 1143-OR-231

Note: Data for that portion of this map lying in Monterey County was prepared by the office of H. Cozzens, Monterey County Surveyor

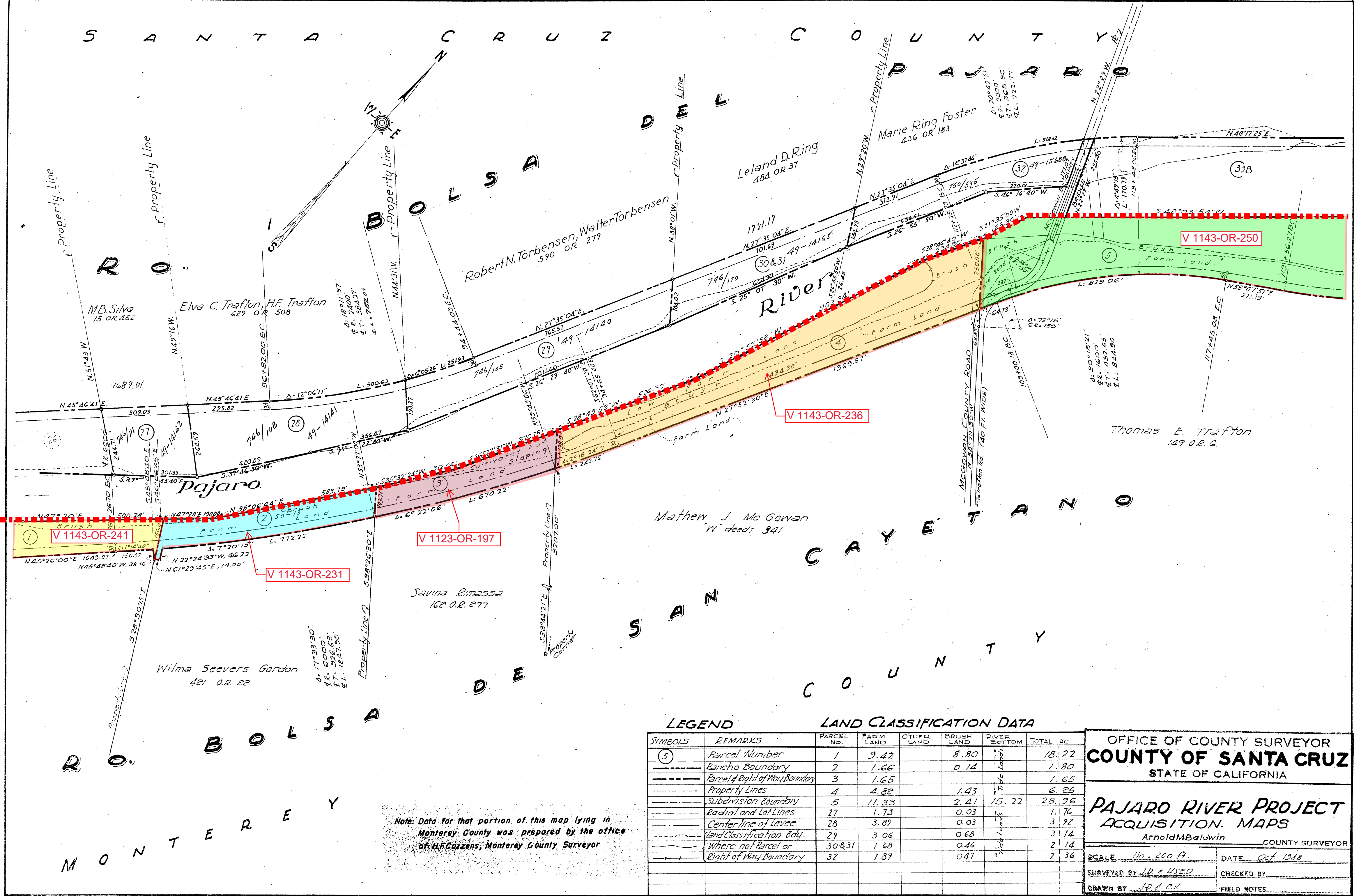
LEGEND:- LAND CLASSIFICATION DATA

SYMBOLS	REMARKS	PARCEL NO.	FARM LAND	OTHER LAND	BRUSH LAND	RIVER BOTTOM	TOTAL AC
(16)	Parcel Number	1-B	0.12Ac	-	0.15Ac	-	0.27
---	Rancho Boundary	1-A	0.27Ac	-	0.04Ac	-	0.31
---	Parcel & Right of Way Body	1	3.42Ac	-	8.80Ac	-	12.22
---	Property Lines	21	11.39Ac	-	-	1.04Ac	12.43
---	Subdivision Boundary	22	2.31Ac	-	-	-	2.31
---	Radial and Lot Lines	22A	1.33Ac	-	-	-	1.33
---	Centerline of Levee	23	2.73Ac	-	0.33Ac	-	3.06
---	Land Classification Body	24	2.41Ac	-	0.21Ac	-	2.62
---	Where not Parcel or	25	3.19Ac	-	0.21Ac	-	3.40
---	Right of Way Boundary	26	1.66Ac	-	0.16Ac	-	1.82

OFFICE OF COUNTY SURVEYOR
COUNTY OF SANTA CRUZ
STATE OF CALIFORNIA

PAJARO RIVER PROJECT
ACQUISITION MAPS
Arnold M. Baldwin COUNTY SURVEYOR

Scale 1 in. = 200 ft.
DATE October 1948
CHECKED BY J.D. & U.S.E.D.
FIELD NOTES



Note: Data for that portion of this map lying in Monterey County was prepared by the office of H.F. Cozzens, Monterey County Surveyor

LEGEND		LAND CLASSIFICATION DATA				
SYMBOLS	REMARKS	PARCEL No.	FARM LAND	OTHER LAND	BRUSH LAND	RIVER BOTTOM
⑤	Parcel Number	1	9.42		8.80	18.22
---	Rancho Boundary	2	1.66		0.14	1.80
---	Parcel # Right of Way Boundary	3	1.65			1.65
---	Property Lines	4	4.82		1.43	6.25
---	Subdivision Boundary	5	11.33		2.41	13.74
---	Radial and Lot Lines	27	1.73		0.03	1.76
---	Center line of Levee	28	3.89		0.03	3.92
---	Land Classification Body	29	3.06		0.68	3.74
---	Where not Parcel or	30 & 31	1.68		0.46	2.14
---	Right of Way Boundary	32	1.89		0.47	2.36

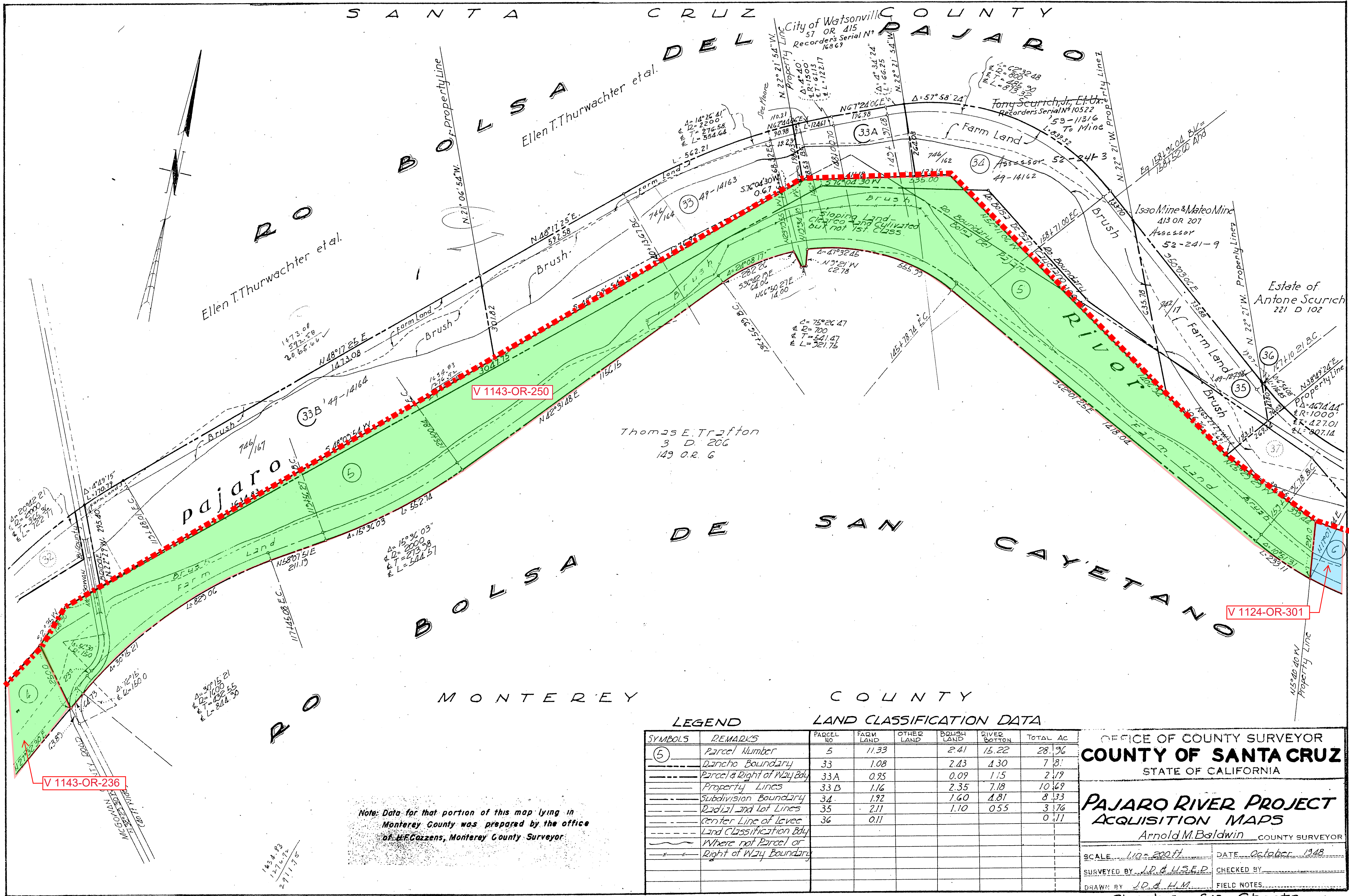
OFFICE OF COUNTY SURVEYOR
COUNTY OF SANTA CRUZ
STATE OF CALIFORNIA

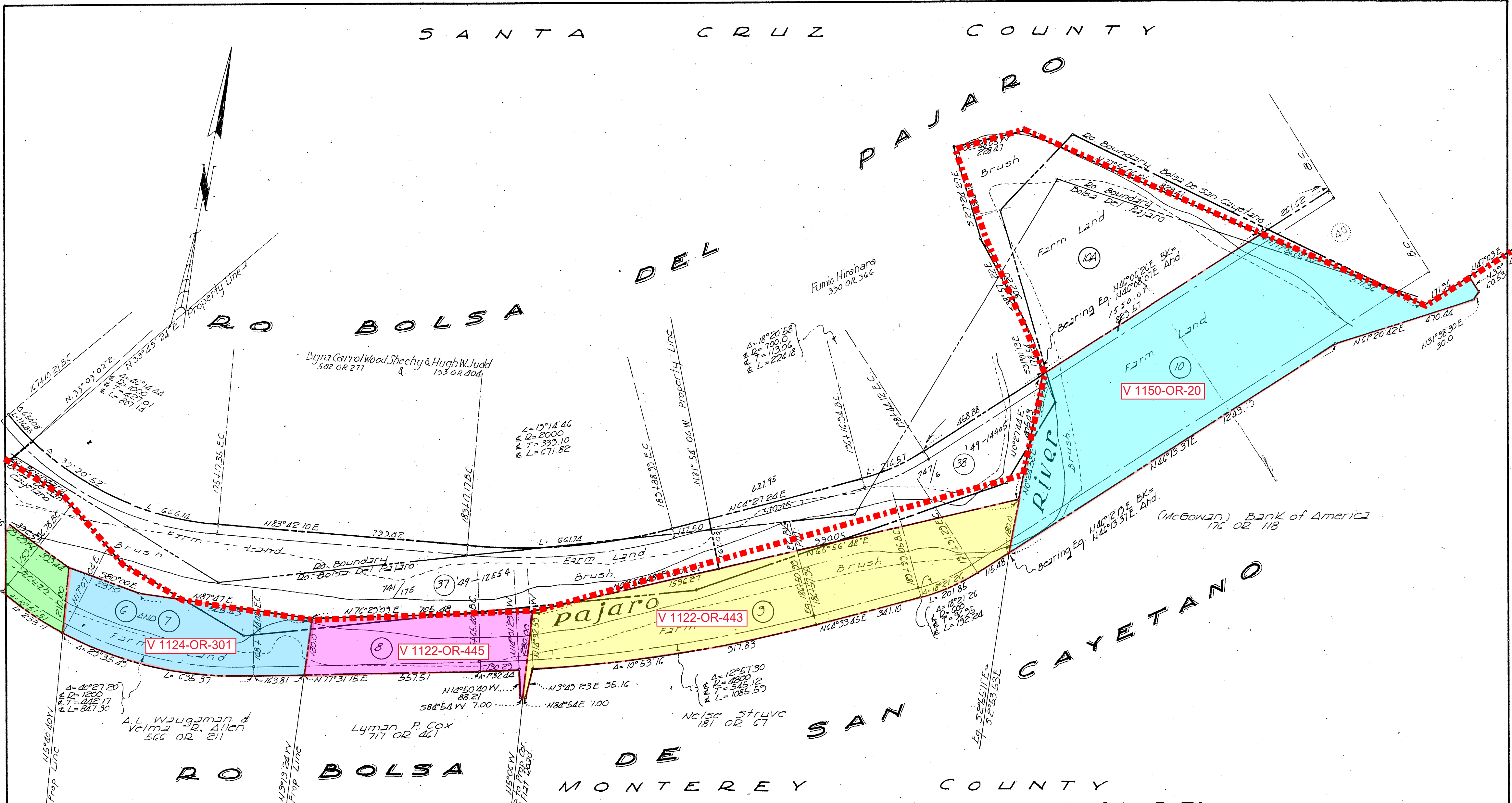
PAJARO RIVER PROJECT
ACQUISITION MAPS
Arnold M. Baldwin COUNTY SURVEYOR

SCALE 1 in = 200 ft. DATE Oct 1948

SURVEYED BY J.D. & C.V. CHECKED BY

DRAWN BY J.D. & C.V. FIELD NOTES





Note: Data for that portion of this map lying in Monterey County was prepared by the office of H. McCann, Monterey County Surveyor

LEGEND :- LAND CLASSIFICATION DATA

SYMBOLS	REMARKS	PARCEL NO	FARM LAND	OTHER LAND	BRUSH LAND	RIVER BOTTOM	TOTAL AC
(C)	Parcel Number	6 & 7	1.61		0.52	1.78	3.91
---	Rancho Boundary	8	0.50		0.50	1.00	3.01
---	Parcel & Right of Way Bdy	9	3.86		1.42	3.07	8.35
---	Property Lines	10	8.41		0.67	2.76	11.84
---	Subdivision Boundary	10A	5.65		2.67	0.40	8.72
---	Radial and Lot Lines	37	4.18		4.91	3.17	12.56
---	Center Line of River	38	1.76		1.07	2.21	5.04
---	Land Classification Bdy						
---	Where not Parcel or						
---	Right of Way Bdy						

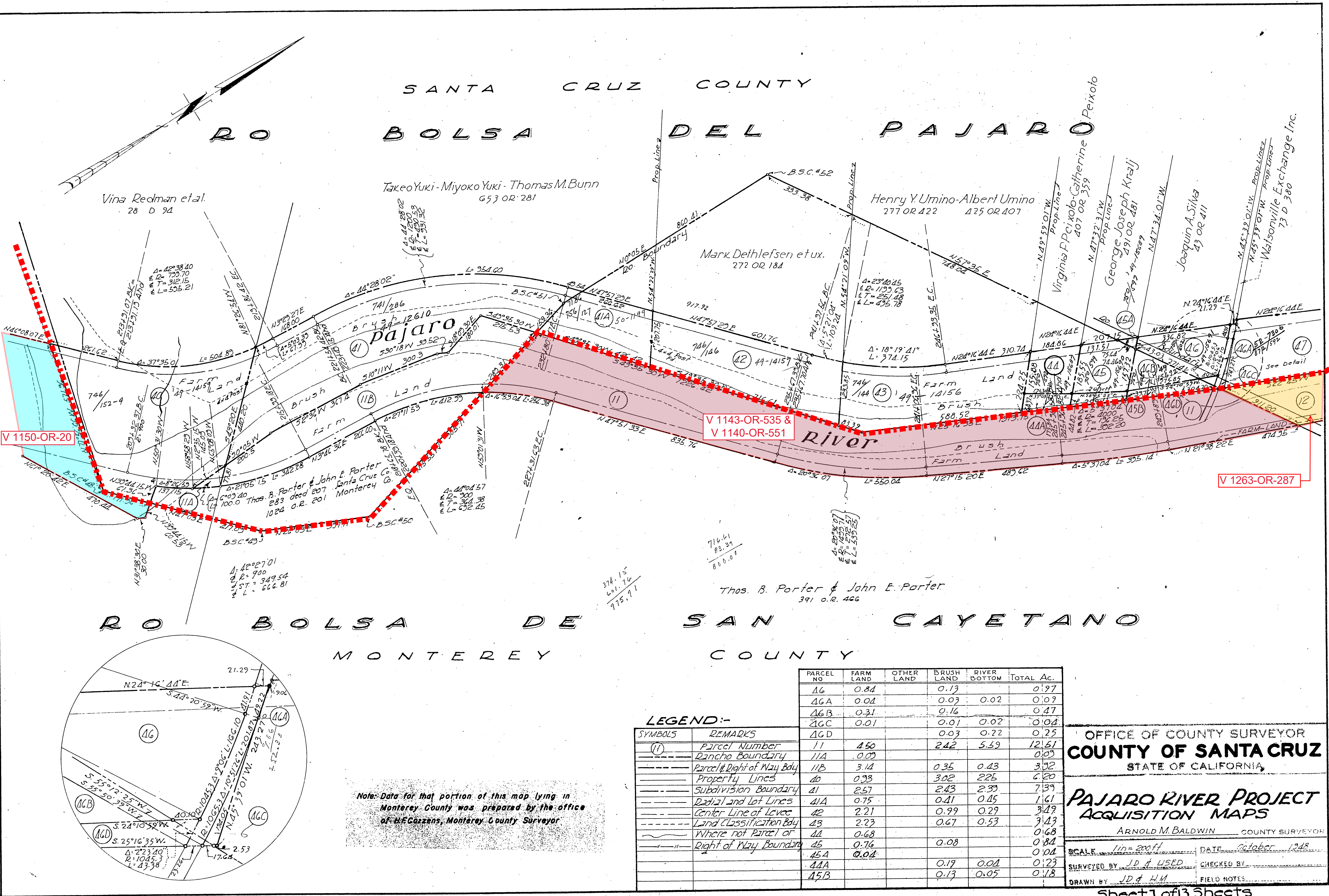
OFFICE OF COUNTY SURVEYOR
COUNTY OF SANTA CRUZ
STATE OF CALIFORNIA

PAJARO RIVER PROJECT
ACQUISITION MAPS
Arnold M. Baldwin, COUNTY SURVEYOR

SCALE 1 in. = 200 ft. DATE Oct 1948

SURVEYED BY J.D. & U.S.D. CHECKED BY

DRAWN BY J.D. & H.M. & J.B. FIELD NOTES



PARCEL NO.	FARM LAND	OTHER LAND	BRUSH LAND	RIVER BOTTOM	TOTAL AC.
46	0.84		0.13		0.97
46A	0.04		0.03	0.02	0.09
46B	0.31		0.16		0.47
46C	0.01		0.01	0.02	0.04
46D			0.03	0.22	0.25
11	4.50		2.42	5.59	12.51
11A	0.03				0.03
11B	3.12		0.35	0.43	3.90
40	0.33		3.02	2.25	6.20
41	2.57		2.43	2.33	7.33
41A	0.75		0.41	0.45	1.61
42	2.21		0.99	0.29	3.49
43	2.23		0.67	0.53	3.43
44	0.68				0.68
45	0.76		0.08		0.84
45A	0.04				0.04
44A			0.19	0.04	0.23
45B			0.13	0.05	0.18

OFFICE OF COUNTY SURVEYOR
COUNTY OF SANTA CRUZ
STATE OF CALIFORNIA

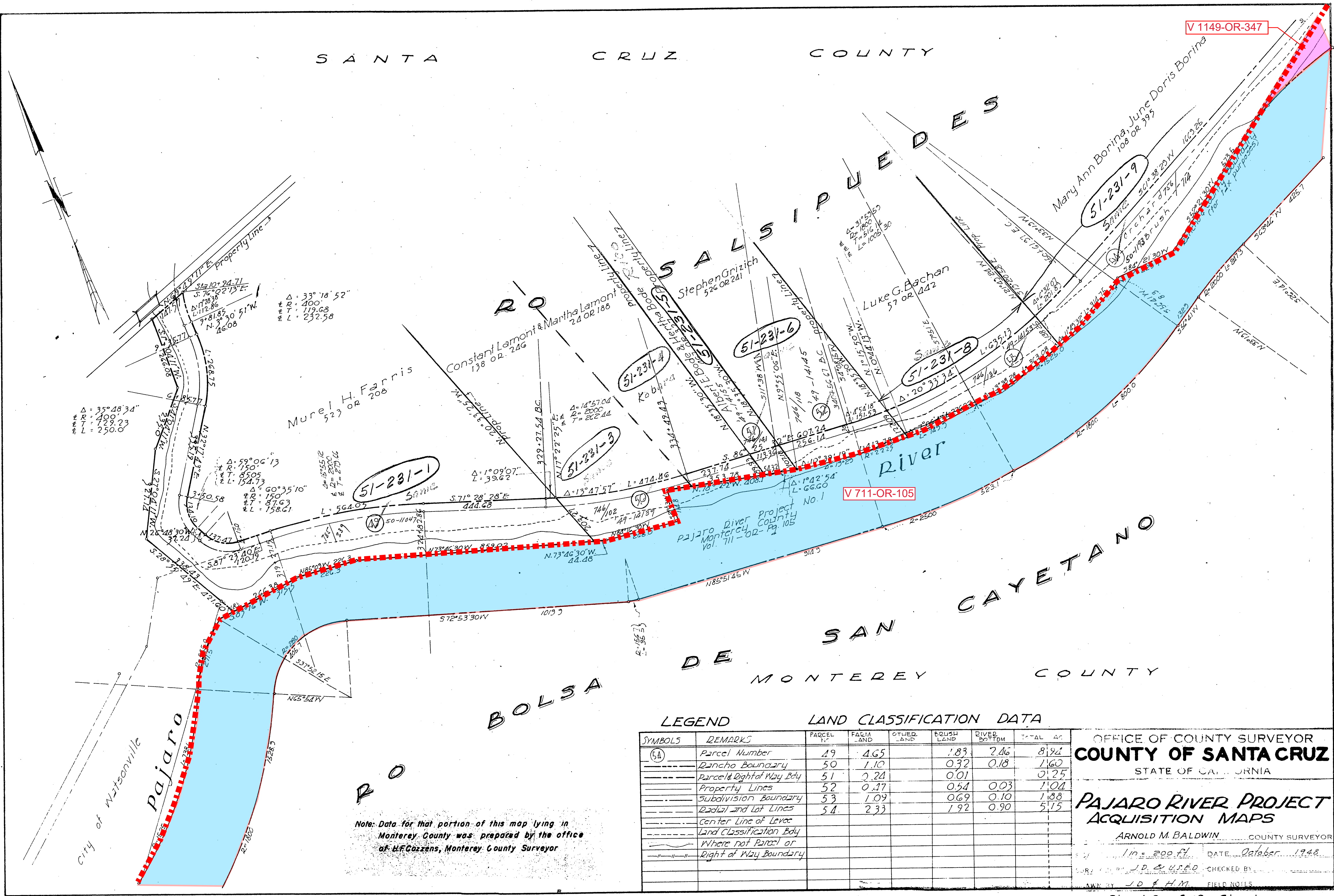
PAJARO RIVER PROJECT
ACQUISITION MAPS

ARNOLD M. BALDWIN COUNTY SURVEYOR

SCALE 1"=200' DATE October 1948

SURVEYED BY J.D. & U.S.D. CHECKED BY

DRAWN BY J.D. & H.M. FIELD NOTES



LEGEND LAND CLASSIFICATION DATA

SYMBOLS	REMARKS	PARCEL NO.	FARM LAND	OTHER LAND	BRUSH LAND	RIVER BOTTOM	TOTAL AC.
(51)	Parcel Number	49	4.65		1.83	2.46	8.94
---	Rancho Boundary	50	1.10		0.32	0.18	1.60
---	Parcel & Right of Way Bdy	51	2.24		0.01		2.25
---	Property Lines	52	0.37		0.54	0.03	1.04
---	Subdivision Boundary	53	1.09		0.69	0.10	1.88
---	Radial and Lot Lines	54	2.33		1.92	0.90	5.15
---	Center Line of Levee						
---	Land Classification Bdy						
---	Where not Parcel or						
---	Right of Way Boundary						

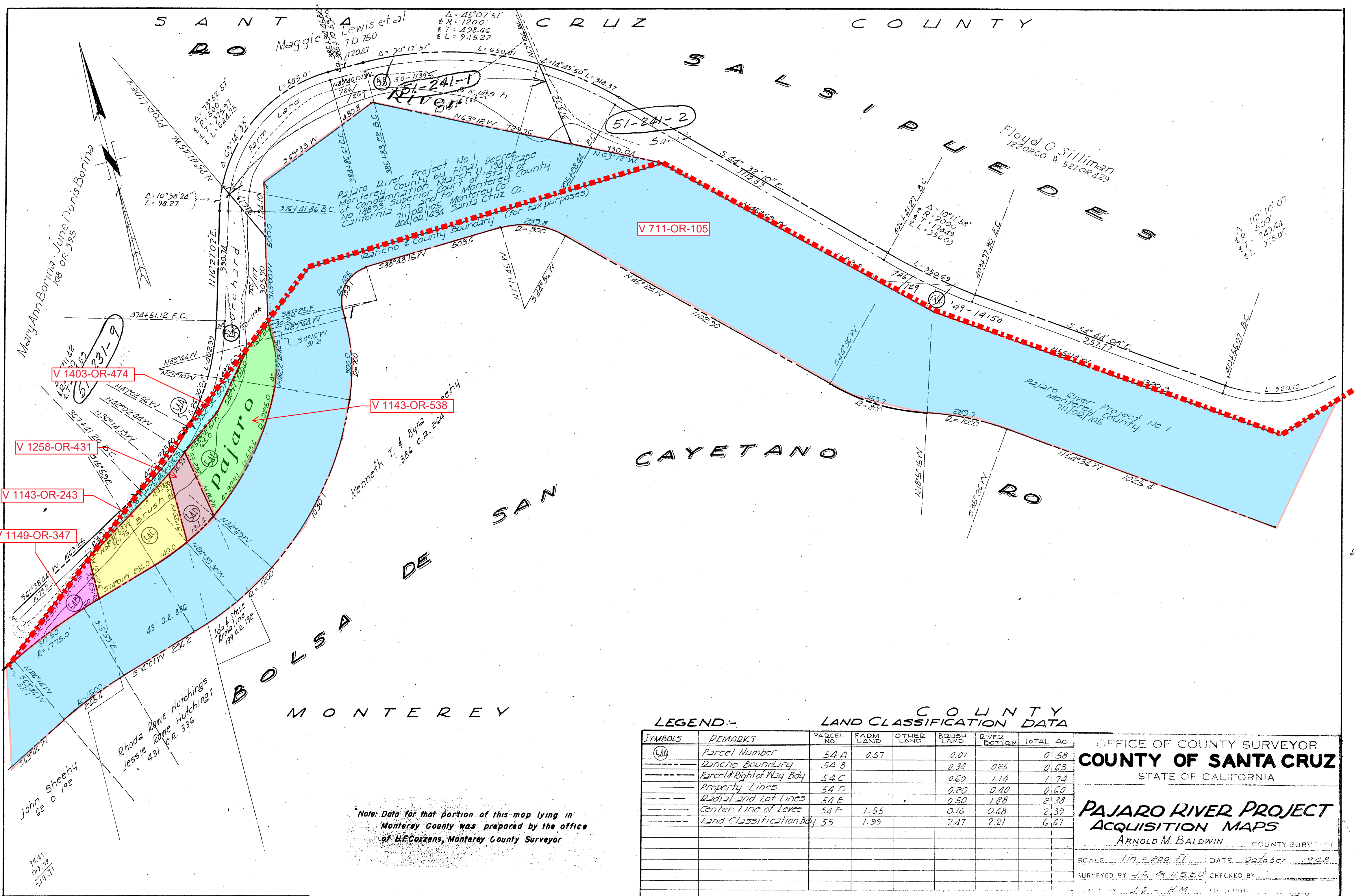
OFFICE OF COUNTY SURVEYOR
COUNTY OF SANTA CRUZ
STATE OF CALIFORNIA

PAJARO RIVER PROJECT
ACQUISITION MAPS

ARNOLD M. BALDWIN, COUNTY SURVEYOR

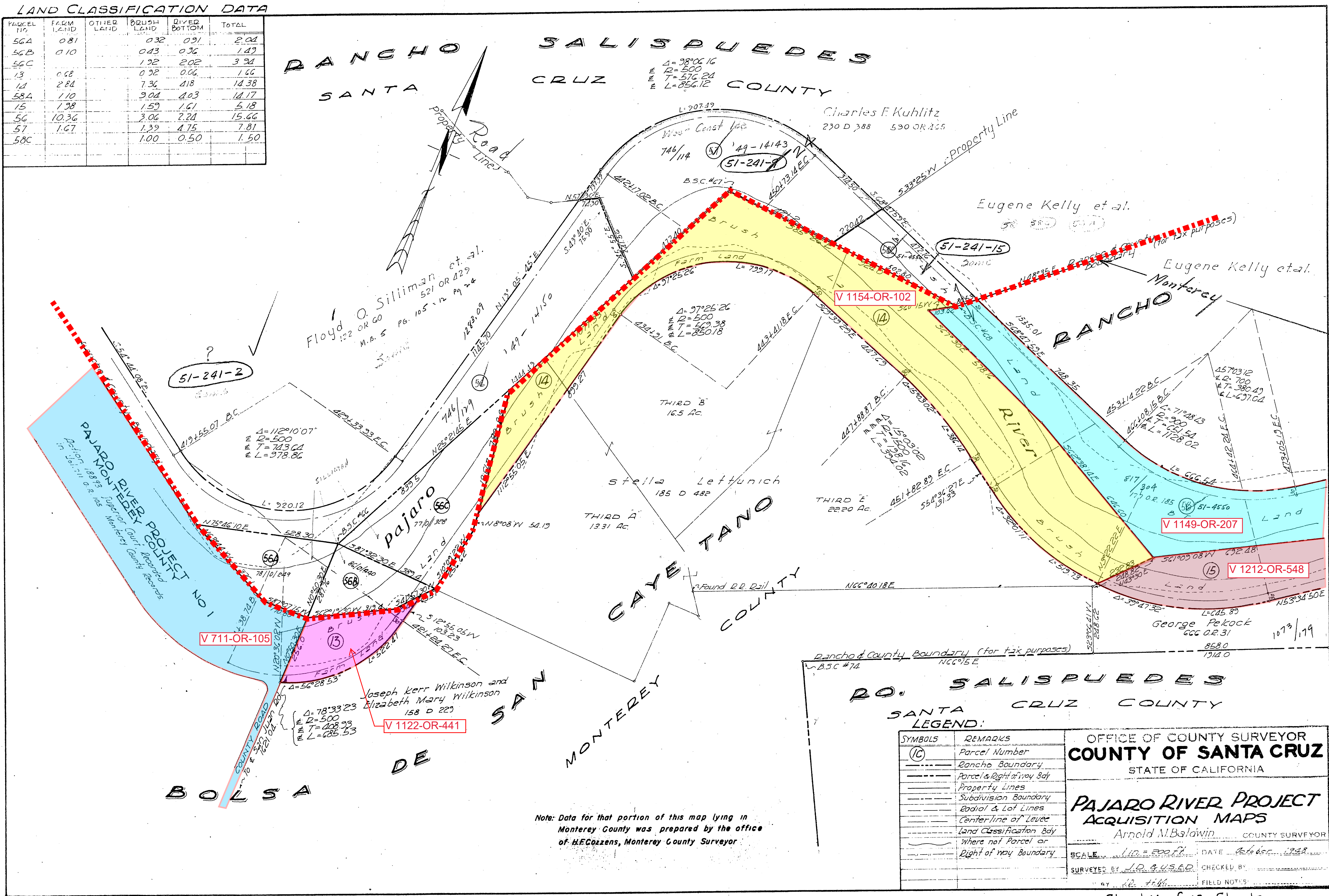
1 in = 200 ft. DATE: October, 1948

CHECKED BY: J. D. & H. M. FIELD NOTES



LAND CLASSIFICATION DATA

PARCEL NO.	FARM LAND	OTHER LAND	BRUSH LAND	RIVER BOTTOM	TOTAL
56A	0.81		0.32	0.91	2.04
56B	0.10		0.43	0.36	1.49
56C			1.32	2.02	3.34
13	0.68		0.92	0.06	1.66
14	2.84		7.36	4.18	14.38
58A	1.10		9.04	4.03	14.17
15	1.98		1.59	1.61	5.18
56	10.36		3.06	7.24	15.66
57	1.67		1.39	4.75	7.81
58C			1.00	0.50	1.50



Note: Data for that portion of this map lying in Monterey County was prepared by the office of H.F. Cozzens, Monterey County Surveyor

SYMBOLS	REMARKS
(10)	Parcel Number
---	Rancho Boundary
---	Parcel & Right of Way Boundary
---	Property Lines
---	Subdivision Boundary
---	Radial & Lot Lines
---	Centerline of Levee
---	Land Classification Boundary
---	Where not Parcel or Right of Way Boundary

OFFICE OF COUNTY SURVEYOR
COUNTY OF SANTA CRUZ
STATE OF CALIFORNIA

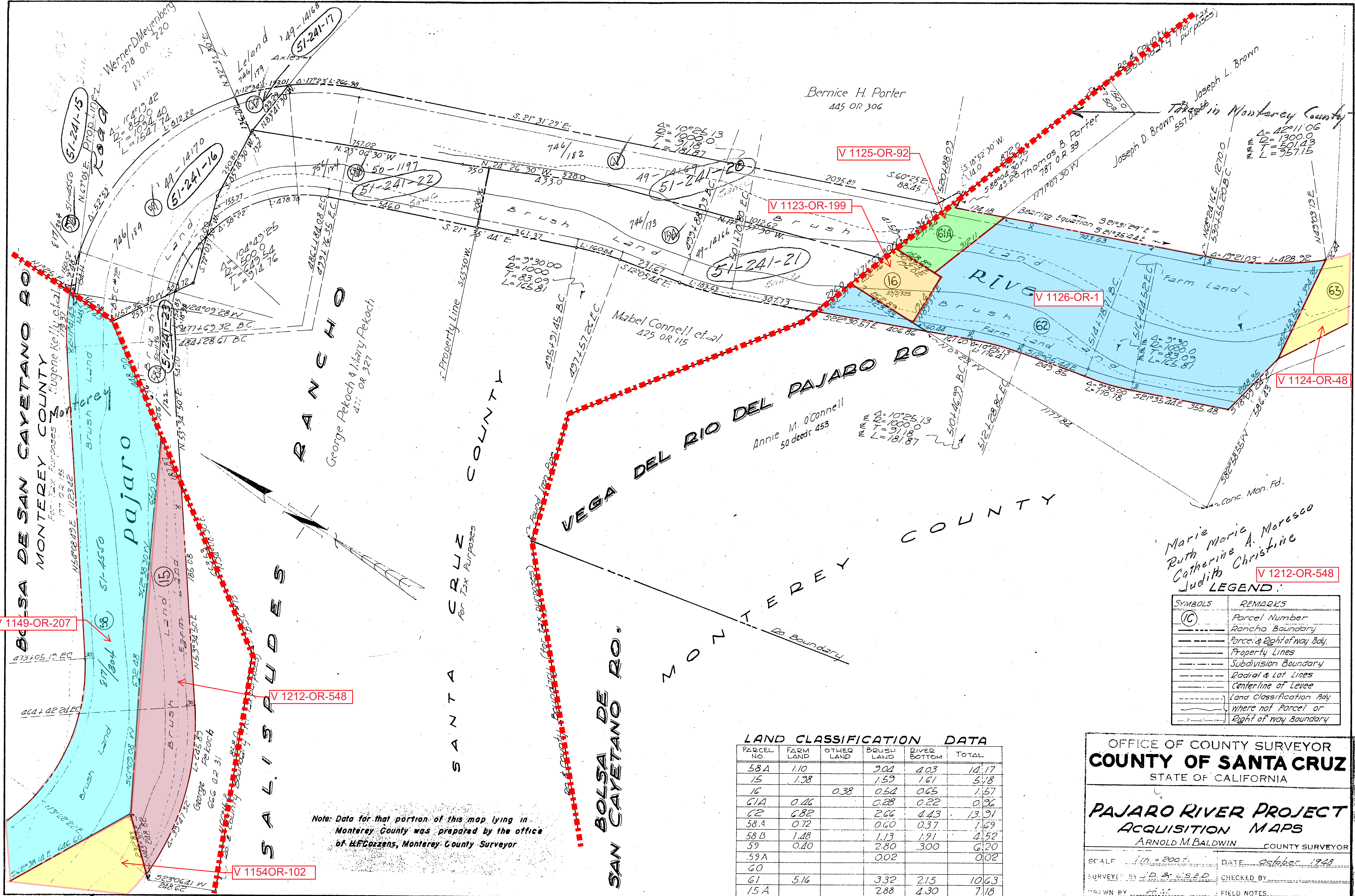
PAJARO RIVER PROJECT ACQUISITION MAPS

Arnold M. Baldwin COUNTY SURVEYOR

SCALE: 1" = 200' DATE: 1973

SURVEYED BY: J.D. GUSEN CHECKED BY: J.D. GUSEN

FIELD NOTES:



LAND CLASSIFICATION DATA					
PARCEL NO.	FARM LAND	OTHER LAND	BRUSH LAND	RIVER BOTTOM	TOTAL
58A	1.10		9.04	4.03	14.17
15	1.98		1.53	1.61	5.18
16		0.38	0.54	0.65	1.57
61A	0.46		0.28	0.22	0.96
62	6.82		2.66	4.43	13.91
58A	0.72		0.60	0.37	1.69
58B	1.48		1.13	1.91	4.52
59	0.40		2.80	3.00	6.20
59A			0.02		0.02
60					
61	5.16		3.32	2.15	10.63
15A			2.88	4.30	7.18

OFFICE OF COUNTY SURVEYOR
COUNTY OF SANTA CRUZ
STATE OF CALIFORNIA

PAJARO RIVER PROJECT
ACQUISITION MAPS
ARNOLD M. BALDWIN COUNTY SURVEYOR

SCALE 1 in. = 200 ft. DATE October 1948
SURVEYED BY J.D. & L.S.E.D. CHECKED BY
DRAWN BY FIELD NOTES

58
58A
15
16
61A
62
63

LAND CLASSIFICATION DATA					
PARCEL NO.	FARM LAND	OTHER LAND	BRUSH LAND	RIVER BOTTOM	TOTAL
C3	5.50		0.50	1.55	10.55
C4	0.34		0.32	0.56	1.82
C5	0.60		0.82	0.57	1.39
C6	0.26		0.17	0.23	0.66
C6A			0.41	0.27	0.68
C7			0.52	0.39	0.91
C6B			2.79	1.44	4.23
C7B			2.06	3.14	5.20
C8	1.08		1.58		2.66

FIELD NOTES



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 23-165

December 05, 2023

Introduced: 11/22/2023

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Ratify Amendment No. 1 to the Services Agreement with the Pajaro Regional Flood Management Agency for Maintenance and Repair Activities of the Pajaro River Federal Flood Control Project ("Project") to extend the term for one year to December 1, 2024, and include additional emergency response activities; and authorize the General Manager to execute the amendment.

RECOMMENDATION:

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

Ratify Amendment No. 1 to the Services Agreement with the Pajaro Regional Flood Management Agency for Maintenance and Repair Activities of the Pajaro River Federal Flood Control Project ("Project") to extend the term for one year to December 1, 2024, and include additional emergency response activities; and authorize the General Manager to execute the amendment.

SUMMARY/DISCUSSION:

The Pajaro Regional Flood Management Agency ("PRFMA") was formed under the Joint Exercise of Powers Act, Government Code section 6500 *et seq.*, pursuant to a Joint Exercise of Powers Agreement ("JPA Agreement") dated July 21, 2021, in order to coordinate, finance, acquire, construct, improve, operate or maintain flood management infrastructure on the Pajaro River in Santa Cruz and Monterey Counties.

The Member Agencies of the PRFMA are County of Santa Cruz, Santa Cruz County Flood Control and Water Conservation District, Zone 7 ("Zone 7"), County of Monterey ("County"), City of Watsonville, and the Monterey County Water Resources Agency ("MCWRA" or "Agency"). The PRFMA will be the lead local agency to work with the United States Army Corps of Engineers in continuing the Project, which is currently maintained jointly by Zone 7 and MCWRA, as non-federal sponsors.

An Operations, Maintenance, Repair, Replacement, and Rehabilitation Assignment Agreement ("OMRR&R") to transfer the operation, maintenance, repair, replacement, and rehabilitation of the Project was approved by the MCWRA Board of Supervisors in April 2023. PRFMA approved the OMRR&R at their November 9, 2022 meeting. Both the Cost Sharing Agreement and the OMRR&R became effective on July 1 2023. A similar assignment agreement has been negotiated between PRFMA and Zone 7 for the activities on the levee in Santa Cruz County. PRFMA has approved the agreement at their November 8, 2023 meeting and Zone 7 will be considering it later this month.

MCWRA and PRFMA staff continue to coordinate the transition of the activities and propose to have continued support by MCWRA on some general activities to support a successful transition. The proposed amended Services Agreement will support PRFMA requests for general maintenance activities as well as emergency response activities for up to one year. MCWRA will assess their ability to fulfill those requests. The Services Agreement also supports the continued involvement of MCWRA in the coordination of the critical levee damage sites that occurred in March 2023. Time and materials to be invoiced and reimbursed. Time is of the essence in amending the Services Agreement which expires on December 1, 2023.

OTHER AGENCY INVOLVEMENT:

PRFMA, County Counsel's Office, Monterey County Water Resources Agency Board of Directors approved on November 20, 2023.

FINANCING:

The MOU includes the reimbursement of MCWRA staff time for any approved activities.

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

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

Attachments:

1. Services Agreement
2. Amendment No 1
3. Executed MCWRA Board of Directors Board Order



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 23-165

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Legistar File Number: WRAG 23-165

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OTHER AGENCY INVOLVEMENT:

PRFMA, County Counsel's Office, Monterey County Water Resources Agency Board of Directors approved on November 20, 2023.

FINANCING:

The MOU includes the reimbursement of MCWRA staff time for any approved activities.

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

DocuSigned by:

11/28/2023

Approved by:

Ara Azhderian

Ara Azhderian, General Manager, (831) 755-4860

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Attachments:

1. Services Agreement
2. Amendment No 1
3. Executed MCWRA Board of Directors Board Order

**CONTRACT BETWEEN THE PAJARO REGIONAL
FLOOD MANAGEMENT AGENCY AND THE MONTEREY
COUNTY WATER RESOURCES AGENCY FOR THE
PROVISION OF MAINTENANCE AND REPAIR SERVICES**

This contract for the provision of maintenance and repair services (the “Agreement”) is entered into on this 12th day of July 2023 by and between the Pajaro Regional Flood Management Agency, a joint powers agency (“PRFMA”), and the Monterey County Water Resources Agency, established in 1990 by special act of the state legislature codified at Water Code Appendix Chapter 52 (“MCWRA”) (collectively, the “Parties”).

WHEREAS, the County of Santa Cruz, the County of Monterey, the City of Watsonville, MCWRA, and Santa Cruz County Flood Control and Water Conservation District entered into a Joint Exercise of Powers Agreement (“Joint Powers Agreement”) creating PRFMA as a separate agency organized and operating under the Joint Exercise of Powers Act (Government Code section 6500 *et seq.*) to implement flood risk reduction solutions in the Pajaro Valley, including the Pajaro River Federal Flood Control Project (“Project”); and

WHEREAS, Section 3.03 of the Joint Powers Agreement authorizes the PRFMA to make and enter into contracts necessary to the accomplishment of the purposes of the Joint Powers Agreement and to contract for services as needed; and

WHEREAS, PRFMA has determined that it requires maintenance and repair services as described in Exhibit A (“Scope of Services”) and has determined that such services may be obtained most economically through contract with MCWRA for the use, as needed, of certain MCWRA officers, agents, and/or employees; and

WHEREAS, MCWRA is willing to provide PRFMA with the maintenance services it requires and PRFMA is willing to contract with MCWRA for maintenance services on an as-needed basis under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. Definitions.

- (a) “Scope of Services”: Such maintenance services as are set forth in Exhibit A and incorporated herein by this reference.
- (b) “Approved Fee Schedule”: MCWRA’s compensation rates as set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- (c) “Commencement Date”: July 1, 2023

- (d) “Termination Date”: December 1, 2023, unless terminated by the Parties per Section 15 below.

2. **Term.**

This Agreement will remain in effect beginning upon Commencement Date and terminating on the Termination date, unless amended, extended, or terminated as provided herein.

3. **MCWRA’s Rights and Obligations.**

- (a) **Services.** MCWRA shall perform the maintenance and repair services identified in Exhibit A, the Scope of Services.
- (b) **Insurance.** MCWRA acknowledges and represents that it is sufficiently insured for the risks it undertakes pursuant to this Agreement.
- (c) **Records.** MCWRA shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to PRFMA under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to MCWRA under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of PRFMA. In addition, pursuant to California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of PRFMA or as part of any audit of PRFMA, for a period of three (3) years after final payment under this Agreement.
- (d) **Status of Employees.** All MCWRA employees working in conjunction with PRFMA and/or PRFMA employees under this Agreement shall remain MCWRA employees and compensated by MCWRA and shall not have any claim or right to employment, civil service protection, salary, benefits, compensation, or claims of any kind or nature from PRFMA as a result of this Agreement.

4. **PRFMA’s Rights and Obligations.**

- (a) **Changes to Scope of Services.** PRFMA shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

- (b) **Status of Employees.** All PRFMA employees working in conjunction with MCWRA and/or MCWRA employees under this Agreement shall remain PRFMA employees and compensated by PRFMA and shall not have any claim or right to employment, civil service protection, salary, benefits, compensation, or claims of any kind or nature from MCWRA as a result of this Agreement.

5. **Compensation.**

- (a) PRFMA agrees to compensate MCWRA for the services provided under this Agreement and MCWRA agrees to accept payment in accordance with the Approved Fee Schedule, **Exhibit B**, in full satisfaction for such services.
- (b) MCWRA shall submit to PRFMA an invoice, on a monthly basis, for services performed pursuant to this Agreement. Each invoice shall identify the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. MCWRA shall include a copy of each subcontractor invoice, if any, for which reimbursement is sought in the invoice.
- (c) PRFMA shall pay total amount invoiced within 30 days of receiving the invoice.
- (d) PRFMA shall not withhold applicable taxes or other payroll deductions from payments made to MCWRA except as otherwise required by law. MCWRA shall be solely responsible for calculating, withholding, and paying all taxes.

6. **Mutual Indemnification.**

- (a) MCWRA shall defend, indemnify and hold harmless the PRFMA, its Board of Directors, officers, agents, employees, volunteers, and assigns from and against all demands, claims, actions, liabilities, losses, damages, injuries to or death of persons, regulatory fines and/or penalties imposed by any local, state, or federal authority for breaches of such authority's regulations, and costs, including reasonable attorneys' fees, to the extent arising out of or resulting from the negligent or intentional acts or omissions of MCWRA, its officers, directors, agents, employees, assigns, contractors, or volunteers in connection with this Agreement.
- (b) PRFMA shall defend, indemnify, and hold harmless MCWRA, its officers, directors, agents, employees, volunteers, and assigns from and against all demands, claims, actions, liabilities, losses, damages, injuries to or death of persons, regulatory fines and/or penalties imposed by any local, state, or federal authority for breaches of such authority's regulations, and costs, including reasonable attorney's fees, to the extent arising out of or resulting from the negligent or intentional acts or omissions of the PRFMA, its Board

of Directors, officers, agents, employees, assigns, contractors, or volunteers in connection with this Agreement.

- (c) It is the intention of the Parties that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and to the extent permitted by law each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, assigns, contractors and volunteers.
- (d) This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Parties.
- (e) Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.
- (f) The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

7. Settlement of Disputes.

The Parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations between a director of each of the Parties with authority to settle the relevant dispute.

8. Notices.

All notices, demands, requests, consents, approvals, or communications from one of the Parties to another must be personally delivered or sent by facsimile to the persons set forth below or must be deemed given five (5) days after deposit in the United States mail, certified and postage prepaid, return receipt requested, and addressed as follows, or at such other address as any of the Parties may from time to time specify to the other Party in writing:

PRFMA:

Dr. Mark Strudley
Executive Director, Pajaro Regional Flood Management Agency
701 Ocean Street, Rm 410
Santa Cruz, CA 95060

MCWRA:

Ara Azhderian,
General Manager, Monterey County Water Resources Agency
1441 Schilling Pl., North Bldg.,
Salinas, CA 93901

9. **Governing Law.**

This Agreement and the rights and obligations of the Parties shall be governed by and construed according to the laws of the State of California. All disputes arising out of this Agreement shall be exclusively brought in Superior Court of California for the County of Monterey.

10. **Severability.**

If a court of competent jurisdiction voids or invalidates on its face any provision of this Agreement, such action does not affect the remainder of this Agreement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Agreement to a person or circumstance, such action does not affect the application of the provision to other persons or circumstances.

11. **Entire Agreement.**

This Agreement, together with any attached exhibits and documents referred to in it, sets forth the entire agreement of the Parties with respect to its subject matter and supersedes all prior discussions, negotiations, understandings, or agreements relating to the subject matter of this Agreement. No alteration or variation of this instrument is valid or binding unless contained in an amendment in accordance with the provisions in this Agreement.

12. **Construction.**

The Parties agree and acknowledge they have had sufficient opportunity to consult counsel of their choosing in the negotiation and preparation of this Agreement, have carefully read and understand this Agreement, and have voluntarily and without undue influence or duress entered into this Agreement. The provisions of this Agreement shall be construed as a whole and not strictly for or against any of the Parties.

13. **Waiver.**

No waiver by any of the Parties of any breach of any term or provision of this Agreement shall be deemed, nor will be, a waiver of any preceding, concurrent, or succeeding breach of the same or any other term or provision hereof.

14. **Amendment.**

The Parties may amend this Agreement only by mutual written agreement.

15. **Termination.**

This Agreement, and the rights and obligations of the Parties, may be terminated by either party

upon 14 days' written notice, except that liability for acts or omissions occurring before such termination shall survive the termination.

16. **Successors and Assigns.**

The covenants, terms, conditions, and restrictions of this Agreement are binding upon, and inure to the benefit of, the Parties and their respective personal representatives, heirs, successors, and assigns. A Party may not assign its rights, interests, obligations, or duties under this Agreement without the express written consent of the other Party.

17. **Headings.**

The headings in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and have no effect upon its construction or interpretation.

18. **Counterparts; Electronic Signatures.**

The Parties may execute this instrument in two or more counterparts, which must, in the aggregate, be signed by all Parties, and each counterpart shall be deemed an original instrument as against any Party who has signed it. The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

[Signature Page to immediately follow]

IN WITNESS WHEREOF, each Party represents and warrants that its undersigned signatories have the authority to and do hereby execute this Agreement as follows:

Pajaro Regional Flood Management
Agency

By:

DocuSigned by:

Mark Strudley

9A58C342FF79465...
Signature

Printed: Mark Strudley

Title: Executive Director

Date: 9/14/2023 | 11:49 AM PDT

Monterey County Water Resources Agency

By:

DocuSigned by:

Ara Azhderian

1F482FEB49A2435...
Signature

Printed: Ara Azhderian

Title: General Manager

Date: 9/14/2023 | 1:44 PM PDT

Attest:

By:

Date:

Approved as to form:

By:

DocuSigned by:

Gary B. Bell

1D9316CE78E2443...
Gary B. Bell,
PRFMA Counsel

Date: 9/14/2023 | 12:35 PM PDT

By:

DocuSigned by:

Kelly L. Donlon

22D690CA05A940B...
Kelly L. Donlon
MCWRA Counsel

Date: 9/14/2023 | 12:44 PM PDT

EXHIBIT A
Scope of Work

MCWRA staff will provide maintenance and repair services on an as-needed basis to support the transition of the operations, maintenance, repair, replacement and rehabilitation (“OMRR&R”) services that PRFMA has assumed on July 1, 2023 through a separate OMRR&R Assignment Agreement, for the Project. PRFMA will identify the activities and request assistance in writing from MCWRA to perform the services, in accordance with federal law, guidance, and any applicable version of the Federal Operation and Maintenance Manual. After receiving a request in writing, MCWRA will agree to perform the requested services, if available to do so, and complete the services as directed by PRFMA staff.

Assistance on the three critical repair projects identified in the Monterey County Public Law 84-99 Request for Expedited Assistance for Pajaro River Federal Levee Project Left Bank Breach Repairs is hereby requested. MCWRA staff hereby agrees to perform the Non-Federal Sponsor duties associated with supporting the United States Army Corps of Engineers in completing those projects prior to the 2024 rainy season commencing on or before December 31, 2023. These tasks may be completed in conjunction with PRFMA staff or, at PRFMA’s written request, transferred back to PRFMA for completion without MCWRA’s assistance. Any agreements associated with these projects will be coordinated with PRFMA and transferred as necessary but only through written agreement between PRFMA and MCWRA.

Exhibit B

Fee Schedule

FY 2023-24 MCWRA Billable Rates

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
ACCOUNTANT III	\$ 163.00
ACCOUNTANT II	\$ 121.00
ACCOUNTING TECHNICIAN	\$ 101.00
ADMINISTRATIVE SERVICES ASSISTANT	\$ 146.00
ASSISTANT WATER MAINTENANCE SUPERINTENDNT	\$ 119.00
ASSOCIATE WATER RESOURCES ENGINEER	\$ 190.00
ASSOCIATE WATER RESOURCES HYDROLOGIST	\$ 194.00
DEPUTY GENERAL MANAGER	\$ 295.00
ENGINEERING AIDE II	\$ 100.00
FINANCE MANAGER III	\$ 218.00
GENERAL MANAGER	\$ 368.00
HYDROELECTRIC TECHNICIAN	\$ 110.00
OFFICE ASSISTANT III	\$ 92.00
SENIOR SECRETARY - CONFIDENTIAL	\$ 100.00
SENIOR WATER MAINTENANCE WORKER	\$ 102.00
SENIOR WATER RESOURCES ENGINEER	\$ 226.00
SENIOR WATER RESOURCES HYDROLOGIST	\$ 226.00
WATER MAINTENANCE SUPERINTENDNT	\$ 153.00
WATER MAINTENANCE WORKER I	\$ 88.00
WATER MAINTENANCE WORKER II	\$ 94.00
WATER RESOURCES BIOLOGIST	\$ 137.00
WATER RESOURCES ENGINEER	\$ 137.00
WATER RESOURCES HYDROLOGIST	\$ 137.00
WATER RESOURCES TECHNICIAN	\$ 117.00

Note: All invoiced staff rates will comply with the corresponding personnel policy or memorandum of understanding associated with the classifications billed.

Equipment Rates

Based on the California State Transportation Agency, Department of Transportation Division of Construction

Labor Surcharge and Equipment Rental Rates

Effective April 1, 2023 through March 31, 2024

MCWRA-owned equipment (all rental equipment will be invoiced at current rental rates)

TRUCK, TRUCK TRAILERS, EXCL. DUMP TRUCKS & EQPT TRAIL	[TRUCK]
--	------------------

DELAY FACTOR = 0.11 OVERTIME FACTOR = 0.88

Includes all attachments and accessories related to hauling, with and without trailers as needed. Includes water trucks, freight trucks and passenger vehicles, including 4wd option. Listed by Mfr's Gross Vehicle Weight in Kilograms(pounds). For tractor-trailer units, the gross vehicle weight of the cargo carrying unit or units will control. In the case of water trucks, the tank capacity expressed in kilograms (pounds) of water plus 20%, will determine the gross vehicle weight. For attachment allowance, see attachment class.

TRUCKS		[T&TT]	
<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
CARS , LIGHT TRUCKS			
3175 (7000)	5443 (12000) No small pickups	00-06	\$37.61
5443 (12000)	9072 (20000)	06-12	\$42.39
9072 (20000)	12701(28000)	12-20	\$54.71
12701 (28000)	16330 (36000)	20-28	\$57.71
16330 (36000)	21773 (48000)	28-36	\$63.46
21773 (48000)	27216 (60000)	36-48	\$84.44
27216(60000) & Over		48-60	\$93.61
		60	\$105.34

TRUCKS, OFF-HIGHWAY	[TRUOF]
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DELAY FACTOR = 0.20 OVERTIME FACTOR = 0.80

Includes all attachments and accessories. Includes end dump, belly dump and earthmover types. Listed in accordance with Mfr's rated capacity in tonnes (tons). In the case of earthmover types, rated by Mfr's volumetric capacity, a factor of 1.4 tonnes per cubic meter (1-1/2 tons per cubic yard) of struck capacity shall be used.

TRUCK OFF-HIGHWAY		[TRU]	
<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
9.1 (10)	13.6 (15)	10-15	\$64.30
16.3 (18)	20.0 (22)	18-22	\$114.18
20.0 (22)	24.5 (27)	22-27	\$143.03
24.5 (27)	29.0 (32)	27-32	\$163.21
29.0 (32)	36.3 (40)	32-40	\$222.71
36.3 (40)	49.9 (55)	40-55	\$333.03
49.9 (55)	60.8 (67)	55-67	\$373.47

TRUCKS, DUMP, ON-HIGHWAY	[TRUON]
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DELAY FACTOR = 0.16 OVERTIME FACTOR = 0.83

Includes all end dump, side dump and belly dump types; including all attachments and accessories.

TRUCK ON-HIGHWAY		[TRUN]	
<u>Model</u>		<u>Code</u>	<u>Rate</u>
2 axles		2AXL	\$73.34
3 axles		3AXL	\$93.59
4 axles		4AXL	\$103.79
5 axles		5AXL	\$117.60

WELDING EQUIPMENT	[WELD]
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DELAY FACTOR = 0.18 OVERTIME FACTOR = 0.83

ARC WELDING MACHINES [AWM]

Diesel, gas or electric powered. Includes helmets, holders, cable and all attachments and accessories. Rate capacity in amps.

<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
0	250	0-250	\$8.83
250	500	250-500	\$17.19
over	500	500	\$17.35

GAS WELDING OUTFIT [GWO]

Includes regulator, 7.6 meters (25 feet) of hose, torch, goggles, lighter and attachments and accessories. Gas and rod shall be paid separately.

<u>Model</u>	<u>Code</u>	<u>Rate</u>
ALL	ALL	\$0.33

TRAILERS, EQUIPMENT, LOW BED	[TRAIL]
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DELAY FACTOR = 0.44**OVERTIME FACTOR = 0.65**

Includes all attachments and accessories related to hauling. The rates cover drop deck type with and without folding/removable gooseneck or oscillating trunion. Pilot vehicles are extra. Listed in accordance with number of axles and tires per axle. Includes jeeps, booster axles, and dollies. All loads shall be hauled legally or within Caltrans Permit Policy.

LOW BED A**[LB-A]**

2 axle

<u>Model</u>	<u>Code</u>	<u>Rate</u>
4 Tires per axle	100	\$17.61
8 Tires per axle	200	\$22.21

LOW BED B**[LB-B]**

3 axle

<u>Model</u>	<u>Code</u>	<u>Rate</u>
4 Tires per axle	300	\$23.66
8 Tires per axle	400	\$27.42

LOW BED C**[LB-C]**

4 axle

<u>Model</u>	<u>Code</u>	<u>Rate</u>
4 Tires per axle	500	\$37.93
8 Tires per axle	600	\$47.07

LOW BED D**[LB-D]**

6 axle

<u>Model</u>	<u>Code</u>	<u>Rate</u>
8 Tires per axle	700	\$75.40

LOADERS, RUBBER TIRE	[LDRRT]
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DELAY FACTOR = 0.11**OVERTIME FACTOR = 0.89**

Includes all attachments and accessories. Clam-action buckets, 4WD and backhoes are excluded unless otherwise noted.

CATERPILLAR**[CAT]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
415F2	1850F2	\$59.78
416 w/ backhoe	1860	\$47.44
416 Series II w/ backhoe	1860A	\$47.68
416B 4WD w/ extend-a-hoe	1861A	\$58.43
416C 4WD w/ backhoe	1861C	\$60.33
416D w/ backhoe	1861D	\$55.27
416D 4WD w/ backhoe	1861D4	\$56.42
420D w/ backhoe	1861M	\$62.10
420D 4WD w/ backhoe	1861M4	\$63.25
420E	1861N	\$73.88
420F2	1861N2	\$86.86

TRACTORS, CRAWLER**[TRACC]****DELAY FACTOR = 0.13****OVERTIME FACTOR = 0.87**

Includes all attachments and accessories such as dozer blade and power control blocks when needed, but does not include backhoe, winch or ripper units listed elsewhere in this schedule.

D-4E direct drive	2660	\$49.93
D-4E power shift	2665	\$51.24
D-4H	2670	\$64.69
D-4H LGP	2675	\$64.02
D-4H Series II	2680	\$65.95
D-4E SA	2772	\$61.01
D-4E LGP power shift	2780	\$51.44
D-4E LGP direct drive	2782	\$51.44
D-4G XL	2790XL	\$59.09
D-5	3194	\$68.43
D-5B power shift	3206	\$71.86
D-5B SA	3325	\$78.89
D-5B LGP	3345	\$74.58
D-5C	3346	\$63.62
D-5H	3347	\$85.27
D-5H Series II	3348	\$89.38
D-5H LGP	3350	\$88.36
D-6C direct drive	3645	\$89.13
D-6C power shift	3688	\$89.78
D-6C LGP	3710	\$92.32
D-6D	3720	\$100.87
D-6D SA	3725	\$114.05
D-6D LGP	3730	\$101.27
D-6H	3732	\$115.25
D-6H Series II	3733	\$120.00
D-6H LGP	3735	\$119.89
D-6M LGP	3745	\$110.07
D-6N XL	3755	\$113.21
D-6R DS	3800	\$125.68

HYDRAULIC CRANES & EXCAVATORS, [HCECL]
CRAWLER MOUNTED
DELAY FACTOR = 0.16**OVERTIME FACTOR = 0.84**

Includes all attachments and accessories required for lifting or digging.
Pavement breaker or compactor attachments are not included.

CATERPILLAR**[CAT]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
303.5E CR	0100	\$37.46
304 CR	0200	\$39.63
305C CR	0250	\$53.81
308E2 CR SB	0270	\$58.83
308DCR	0271	\$51.50
312	0300	\$62.66
312C	0300C	\$74.70
312CL	0300CL	\$74.89
314CL CR	0302CLR	\$75.88
315L	0305	\$75.53
320	0310	\$99.14
320BL	0312	\$103.55
320C	0312C	\$116.34
320CL	0312CL	\$129.31
320L	0315	\$100.63
321C LCR	0320R	\$138.83
321D LCR	0321R	\$138.16
322L	0325	\$122.91
323F L	0326	\$129.36
325	0330	\$130.69

**AMENDMENT NO. 1 TO THE
CONTRACT BETWEEN THE PAJARO REGIONAL FLOOD MANAGEMENT
AGENCY AND THE MONTEREY COUNTY WATER RESOURCES AGENCY FOR
THE PROVISION OF MAINTENANCE AND REPAIR SERVICES**

THIS AMENDMENT NO. 1 to the Contract for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, “MCWRA”) and the Pajaro Regional Flood Management Agency, a joint powers agency (hereinafter, “PRFMA”) is hereby entered into between the MCWRA and PRFMA (collectively, the MCWRA and PRFMA are referred to as the “Parties”).

WHEREAS, PRFMA entered into a Services Agreement with the Agency on September 14, 2023 (hereinafter, “Agreement”);

WHEREAS, the Parties wish to amend the Agreement for up to one year, to continue providing services identified in the Agreement.

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

1. Amend Section 1 (d), “Termination Date”, to read as follows: December 1, **2024**, unless terminated by the Parties per Section 15 below.
2. Amend Exhibit A, “SCOPE OF WORK”, to read as follows:

MCWRA staff will provide maintenance, repair and emergency response services on an as-needed basis to support the transition of the operations, maintenance, repair, replacement and rehabilitation (“OMRR&R”) services that PRFMA has assumed on July 1, 2023 through a separate OMRR&R Assignment Agreement, for the Project. PRFMA will identify the activities and request assistance, in writing, from MCWRA to perform the services, in accordance with federal law, guidance, and any applicable version of the Federal Operation and Maintenance Manual. After receiving a request in writing, MCWRA will agree to perform the requested services, if available to do so, and complete the services as directed by PRFMA staff.

Monterey County Public Law 84-99 Request for Expedited Assistance for Pajaro River Federal Levee Project Left Bank Breach Repairs identified three critical sites for repair by the U.S. Army Corps of Engineers. Site 1 has been completed but sites 2 and 3 may not be completed in 2023. Assistance on the two remaining critical repair projects is hereby requested. MCWRA staff hereby agrees to perform the Non-Federal Sponsor duties associated with supporting the USACE. These tasks may be completed in conjunction with PRFMA staff or, at PRFMA’s written request, transferred back to PRFMA for completion without MCWRA’s assistance. Any agreements associated with these projects will be coordinated with PRFMA and transferred as necessary but only through written agreement between PRFMA and MCWRA.

3. Amend Exhibit B, "Equipment Rates", to read as follows:

Based on the California State Transportation Agency, Department of Transportation Division of Construction Labor Surcharge and Equipment Rental Rates, Effective April 1, 2023 through March 31, 2025 and subsequently **April 1, 2024 through March 31, 2025**, once those rates are published and effective

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:

Pajaro Regional Flood Management
Agency

Monterey County Water Resources Agency

By: _____
Signature

By: _____
Signature

Printed: Mark Strudley
Title: Executive Director
Date: _____

Printed: Ara Azhderian
Title: General Manager
Date: _____

Attest:

By: _____
Date: _____

Approved as to form:

By: _____
Scott Shapiro,
PRFMA Counsel
Date: _____

By: _____
Kelly L. Donlon
MCWRA Counsel
Date: _____

Amendment No. 1 PRFMA Maintenance and Repair.



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

BOARD ORDER No. 23-67

**APPROVE AMENDMENT NO. 1 TO THE SERVICES)
AGREEMENT WITH THE PAJARO REGIONAL FLOOD)
MANAGEMENT AGENCY FOR MAINTENANCE AND)
REPAIR ACTIVITIES OF THE PAJARO RIVER FEDERAL)
FLOOD CONTROL PROJECT ("PROJECT") TO EXTEND)
THE TERM FOR ONE YEAR TO DECEMBER 1, 2024 AND)
INCLUDE ADDITIONAL EMERGENCY RESPONSE)
ACTIVITIES; AND AUTHORIZE THE GENERAL MANAGER)
TO EXECUTE THE AMENDMENT)**

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

1. Approves Amendment No. 1 to the Services Agreement with the Pajaro Regional Flood Management Agency for Maintenance and Repair Activities of the Pajaro River Federal Flood Control Project ("Project") to extend the term for one year to December 1, 2024 and include additional emergency response activities; and
2. Authorizes the General Manager to execute the Amendment.

PASSED AND ADOPTED on this **20th** day of **November 2023**, by the following vote, to-wit:

AYES: John Baillie, Mike LeBarre, Mark Gonzalez, Deidre Sullivan, Ken Ekelund, Mike Scattini, Jason Smith, Matt Simis, Marvin Borzini

NOES: None

ABSENT: None


BY: John Baillie, Chair
Board of Directors


ATTEST: Ara Azhderian
General Manager



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 23-163

December 06, 2023

Introduced: 11/20/2023

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Consider receiving an update on the repair projects at the Pajaro River Levee Left Bank in Monterey County and provide direction to staff as necessary.

RECOMMENDATION:

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

Receive an update on the repair projects at the Pajaro River Levee Left Bank in Monterey County and provide direction to staff as necessary.

SUMMARY/DISCUSSION:

The Monterey County Water Resources Agency ("Agency") is the "non-federal sponsor" of the United States Army Corps of Engineers ("USACE") Pajaro River Levee Federal Project Left Bank ("Levee") under Public Law 84-99 ("PL 84-99") and is charged with the operations and maintenance of said levee system within Monterey County. Due to severe weather events in January 2023 and March 2023, the Levee sustained two complete breach locations, one severe erosion location, and substantial damage at several locations within Monterey County.

The Agency applied for Federal assistance under the PL 84-99 for damages that occurred during both the January and March 2023 storm events with a total of 51 individual sites. The three most critical sites, described above, were approved by USACE as eligible for rehabilitation assistance with a goal to be repaired prior to the winter of 2023-24 to prevent potential further damage. Repairs were completed at the original breach location, upstream of the town of Pajaro (USACE Site 1), in early October. Additional maintenance and repairs were completed by the Agency in that upstream reach of the river, extending approximately three miles downstream of Site 1.

The most downstream levee breach (USACE site 3) has been completely designed and authorized and the contractor mobilized to the site in early October. Unfortunately, there have been numerous delays in repairing the site and the contractor and USACE continue to work on getting the site secured from high groundwater in order to begin levee rebuilding. The current authorizations to perform the work expire on December 31, 2023 and it is unknown at this time if the work will be completed prior to this deadline. Additional maintenance and repair work has been completed by the Agency in this downstream reach, extending approximately one mile upstream of Site 3. If the repair cannot be completed this winter season, then the Agency will coordinate with USACE and PRFMA to request State support for any necessary preparations before winter.

The final site (USACE Site 2), which is the severely eroded levee under State Highway 1, has had

successful coordination amongst numerous partners, such as the County of Monterey Public Works, Facilities and Parks, California Department of Transportation, Pajaro Regional Flood Management Agency (“PRFMA”), private property owners and agricultural lessees. This has allowed for the completion of critical infrastructure repairs to the bridge abutments, relocation and repair of the sewer force main, relocation and repair of an irrigation line casing, removal of numerous acres of debris and other efforts in order to prepare the site for USACE to repair the levee. In addition, the Agency has completed additional maintenance repair work extending approximately one mile upstream. At this time the final design and authorizations are not yet completed, and a contractor has not been selected. The Agency continues to meet and discuss options to move the repair forward with USACE. If the repair cannot be completed this winter season, then the Agency will coordinate with USACE and PRFMA to request State support for any necessary preparations before winter.

The Agency has continued to perform the non-federal sponsor duties to keep these projects moving and to meet critical deadlines. PRFMA and the Agency have re-negotiated an Agreement to provide for continued Agency support in the coordination of these critical repairs as well as routine maintenance and emergency response activities.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

None

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

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



County of Monterey

Item No.

Board Report

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

Legistar File Number: WRAG 23-163

December 06, 2023

Introduced: 11/20/2023

Current Status: Agenda Ready

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The most downstream levee breach (USACE site 3) has been completely designed and authorized and the contractor mobilized to the site in early October. Unfortunately, there have been numerous delays in repairing the site and the contractor and USACE continue to work on getting the site secured from high groundwater in order to begin levee rebuilding. The current authorizations to perform the work expire on December 31, 2023 and it is unknown at this time if the work will be completed prior to this deadline. Additional maintenance and repair work has been completed by the Agency in this downstream reach, extending approximately one mile upstream of Site 3. If the repair cannot be completed this winter season, then the Agency will coordinate with USACE and PRFMA to request State support for any necessary preparations before winter.

The final site (USACE Site 2), which is the severely eroded levee under State Highway 1, has

Legistar File Number: WRAG 23-163

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The Agency has continued to perform the non-federal sponsor duties to keep these projects moving and to meet critical deadlines. PRFMA and the Agency have re-negotiated an Agreement to provide for continued Agency support in the coordination of these critical repairs as well as routine maintenance and emergency response activities.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

None

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

Approved by:

DocuSigned by:

11/21/2023



Ara Azhderian, General Manager, (831) 755-4860
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County of Monterey

Item No.

Board Report

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

Legistar File Number: WRAG 23-163

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The final site (USACE Site 2), which is the severely eroded levee under State Highway 1, has

Legistar File Number: WRAG 23-163

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The Agency has continued to perform the non-federal sponsor duties to keep these projects moving and to meet critical deadlines. PRFMA and the Agency have re-negotiated an Agreement to provide for continued Agency support in the coordination of these critical repairs as well as routine maintenance and emergency response activities.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

None

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

Approved by:

DocuSigned by:

11/21/2023



Ara Azhderian, General Manager, (831) 755-4860
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**CONTRACT BETWEEN THE PAJARO REGIONAL
FLOOD MANAGEMENT AGENCY AND THE MONTEREY
COUNTY WATER RESOURCES AGENCY FOR THE
PROVISION OF MAINTENANCE AND REPAIR SERVICES**

This contract for the provision of maintenance and repair services (the “Agreement”) is entered into on this 12th day of July 2023 by and between the Pajaro Regional Flood Management Agency, a joint powers agency (“PRFMA”), and the Monterey County Water Resources Agency, established in 1990 by special act of the state legislature codified at Water Code Appendix Chapter 52 (“MCWRA”) (collectively, the “Parties”).

WHEREAS, the County of Santa Cruz, the County of Monterey, the City of Watsonville, MCWRA, and Santa Cruz County Flood Control and Water Conservation District entered into a Joint Exercise of Powers Agreement (“Joint Powers Agreement”) creating PRFMA as a separate agency organized and operating under the Joint Exercise of Powers Act (Government Code section 6500 *et seq.*) to implement flood risk reduction solutions in the Pajaro Valley, including the Pajaro River Federal Flood Control Project (“Project”); and

WHEREAS, Section 3.03 of the Joint Powers Agreement authorizes the PRFMA to make and enter into contracts necessary to the accomplishment of the purposes of the Joint Powers Agreement and to contract for services as needed; and

WHEREAS, PRFMA has determined that it requires maintenance and repair services as described in Exhibit A (“Scope of Services”) and has determined that such services may be obtained most economically through contract with MCWRA for the use, as needed, of certain MCWRA officers, agents, and/or employees; and

WHEREAS, MCWRA is willing to provide PRFMA with the maintenance services it requires and PRFMA is willing to contract with MCWRA for maintenance services on an as-needed basis under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. Definitions.

- (a) “Scope of Services”: Such maintenance services as are set forth in Exhibit A and incorporated herein by this reference.
- (b) “Approved Fee Schedule”: MCWRA’s compensation rates as set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- (c) “Commencement Date”: July 1, 2023

- (d) “Termination Date”: December 1, 2023, unless terminated by the Parties per Section 15 below.

2. **Term.**

This Agreement will remain in effect beginning upon Commencement Date and terminating on the Termination date, unless amended, extended, or terminated as provided herein.

3. **MCWRA’s Rights and Obligations.**

- (a) **Services.** MCWRA shall perform the maintenance and repair services identified in Exhibit A, the Scope of Services.
- (b) **Insurance.** MCWRA acknowledges and represents that it is sufficiently insured for the risks it undertakes pursuant to this Agreement.
- (c) **Records.** MCWRA shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to PRFMA under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to MCWRA under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of PRFMA. In addition, pursuant to California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of PRFMA or as part of any audit of PRFMA, for a period of three (3) years after final payment under this Agreement.
- (d) **Status of Employees.** All MCWRA employees working in conjunction with PRFMA and/or PRFMA employees under this Agreement shall remain MCWRA employees and compensated by MCWRA and shall not have any claim or right to employment, civil service protection, salary, benefits, compensation, or claims of any kind or nature from PRFMA as a result of this Agreement.

4. **PRFMA’s Rights and Obligations.**

- (a) **Changes to Scope of Services.** PRFMA shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

- (b) **Status of Employees.** All PRFMA employees working in conjunction with MCWRA and/or MCWRA employees under this Agreement shall remain PRFMA employees and compensated by PRFMA and shall not have any claim or right to employment, civil service protection, salary, benefits, compensation, or claims of any kind or nature from MCWRA as a result of this Agreement.

5. **Compensation.**

- (a) PRFMA agrees to compensate MCWRA for the services provided under this Agreement and MCWRA agrees to accept payment in accordance with the Approved Fee Schedule, **Exhibit B**, in full satisfaction for such services.
- (b) MCWRA shall submit to PRFMA an invoice, on a monthly basis, for services performed pursuant to this Agreement. Each invoice shall identify the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. MCWRA shall include a copy of each subcontractor invoice, if any, for which reimbursement is sought in the invoice.
- (c) PRFMA shall pay total amount invoiced within 30 days of receiving the invoice.
- (d) PRFMA shall not withhold applicable taxes or other payroll deductions from payments made to MCWRA except as otherwise required by law. MCWRA shall be solely responsible for calculating, withholding, and paying all taxes.

6. **Mutual Indemnification.**

- (a) MCWRA shall defend, indemnify and hold harmless the PRFMA, its Board of Directors, officers, agents, employees, volunteers, and assigns from and against all demands, claims, actions, liabilities, losses, damages, injuries to or death of persons, regulatory fines and/or penalties imposed by any local, state, or federal authority for breaches of such authority's regulations, and costs, including reasonable attorneys' fees, to the extent arising out of or resulting from the negligent or intentional acts or omissions of MCWRA, its officers, directors, agents, employees, assigns, contractors, or volunteers in connection with this Agreement.
- (b) PRFMA shall defend, indemnify, and hold harmless MCWRA, its officers, directors, agents, employees, volunteers, and assigns from and against all demands, claims, actions, liabilities, losses, damages, injuries to or death of persons, regulatory fines and/or penalties imposed by any local, state, or federal authority for breaches of such authority's regulations, and costs, including reasonable attorney's fees, to the extent arising out of or resulting from the negligent or intentional acts or omissions of the PRFMA, its Board

of Directors, officers, agents, employees, assigns, contractors, or volunteers in connection with this Agreement.

- (c) It is the intention of the Parties that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and to the extent permitted by law each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, assigns, contractors and volunteers.
- (d) This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Parties.
- (e) Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.
- (f) The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

7. Settlement of Disputes.

The Parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations between a director of each of the Parties with authority to settle the relevant dispute.

8. Notices.

All notices, demands, requests, consents, approvals, or communications from one of the Parties to another must be personally delivered or sent by facsimile to the persons set forth below or must be deemed given five (5) days after deposit in the United States mail, certified and postage prepaid, return receipt requested, and addressed as follows, or at such other address as any of the Parties may from time to time specify to the other Party in writing:

PRFMA:

Dr. Mark Strudley
Executive Director, Pajaro Regional Flood Management Agency
701 Ocean Street, Rm 410
Santa Cruz, CA 95060

MCWRA:

Ara Azhderian,
General Manager, Monterey County Water Resources Agency
1441 Schilling Pl., North Bldg.,
Salinas, CA 93901

9. **Governing Law.**

This Agreement and the rights and obligations of the Parties shall be governed by and construed according to the laws of the State of California. All disputes arising out of this Agreement shall be exclusively brought in Superior Court of California for the County of Monterey.

10. **Severability.**

If a court of competent jurisdiction voids or invalidates on its face any provision of this Agreement, such action does not affect the remainder of this Agreement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Agreement to a person or circumstance, such action does not affect the application of the provision to other persons or circumstances.

11. **Entire Agreement.**

This Agreement, together with any attached exhibits and documents referred to in it, sets forth the entire agreement of the Parties with respect to its subject matter and supersedes all prior discussions, negotiations, understandings, or agreements relating to the subject matter of this Agreement. No alteration or variation of this instrument is valid or binding unless contained in an amendment in accordance with the provisions in this Agreement.

12. **Construction.**

The Parties agree and acknowledge they have had sufficient opportunity to consult counsel of their choosing in the negotiation and preparation of this Agreement, have carefully read and understand this Agreement, and have voluntarily and without undue influence or duress entered into this Agreement. The provisions of this Agreement shall be construed as a whole and not strictly for or against any of the Parties.

13. **Waiver.**

No waiver by any of the Parties of any breach of any term or provision of this Agreement shall be deemed, nor will be, a waiver of any preceding, concurrent, or succeeding breach of the same or any other term or provision hereof.

14. **Amendment.**

The Parties may amend this Agreement only by mutual written agreement.

15. **Termination.**

This Agreement, and the rights and obligations of the Parties, may be terminated by either party

upon 14 days' written notice, except that liability for acts or omissions occurring before such termination shall survive the termination.

16. **Successors and Assigns.**

The covenants, terms, conditions, and restrictions of this Agreement are binding upon, and inure to the benefit of, the Parties and their respective personal representatives, heirs, successors, and assigns. A Party may not assign its rights, interests, obligations, or duties under this Agreement without the express written consent of the other Party.

17. **Headings.**

The headings in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and have no effect upon its construction or interpretation.

18. **Counterparts; Electronic Signatures.**

The Parties may execute this instrument in two or more counterparts, which must, in the aggregate, be signed by all Parties, and each counterpart shall be deemed an original instrument as against any Party who has signed it. The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

[Signature Page to immediately follow]

IN WITNESS WHEREOF, each Party represents and warrants that its undersigned signatories have the authority to and do hereby execute this Agreement as follows:

Pajaro Regional Flood Management
Agency

By:

DocuSigned by:

Mark Strudley
Signature

Printed: Mark Strudley

Title: Executive Director

Date: 9/14/2023 | 11:49 AM PDT

Monterey County Water Resources Agency

By:

DocuSigned by:

Ara Azhderian
Signature

Printed: Ara Azhderian

Title: General Manager

Date: 9/14/2023 | 1:44 PM PDT

Attest:

By:

Date:

Approved as to form:

By:

DocuSigned by:

Gary B. Bell
Signature
Gary B. Bell,
PRFMA Counsel

Date: 9/14/2023 | 12:35 PM PDT

By:

DocuSigned by:

Kelly L. Donlon
Signature
Kelly L. Donlon
MCWRA Counsel

Date: 9/14/2023 | 12:44 PM PDT

EXHIBIT A
Scope of Work

MCWRA staff will provide maintenance and repair services on an as-needed basis to support the transition of the operations, maintenance, repair, replacement and rehabilitation (“OMRR&R”) services that PRFMA has assumed on July 1, 2023 through a separate OMRR&R Assignment Agreement, for the Project. PRFMA will identify the activities and request assistance in writing from MCWRA to perform the services, in accordance with federal law, guidance, and any applicable version of the Federal Operation and Maintenance Manual. After receiving a request in writing, MCWRA will agree to perform the requested services, if available to do so, and complete the services as directed by PRFMA staff.

Assistance on the three critical repair projects identified in the Monterey County Public Law 84-99 Request for Expedited Assistance for Pajaro River Federal Levee Project Left Bank Breach Repairs is hereby requested. MCWRA staff hereby agrees to perform the Non-Federal Sponsor duties associated with supporting the United States Army Corps of Engineers in completing those projects prior to the 2024 rainy season commencing on or before December 31, 2023. These tasks may be completed in conjunction with PRFMA staff or, at PRFMA’s written request, transferred back to PRFMA for completion without MCWRA’s assistance. Any agreements associated with these projects will be coordinated with PRFMA and transferred as necessary but only through written agreement between PRFMA and MCWRA.

Exhibit B

Fee Schedule

FY 2023-24 MCWRA Billable Rates

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
ACCOUNTANT III	\$ 163.00
ACCOUNTANT II	\$ 121.00
ACCOUNTING TECHNICIAN	\$ 101.00
ADMINISTRATIVE SERVICES ASSISTANT	\$ 146.00
ASSISTANT WATER MAINTENANCE SUPERINTENDNT	\$ 119.00
ASSOCIATE WATER RESOURCES ENGINEER	\$ 190.00
ASSOCIATE WATER RESOURCES HYDROLOGIST	\$ 194.00
DEPUTY GENERAL MANAGER	\$ 295.00
ENGINEERING AIDE II	\$ 100.00
FINANCE MANAGER III	\$ 218.00
GENERAL MANAGER	\$ 368.00
HYDROELECTRIC TECHNICIAN	\$ 110.00
OFFICE ASSISTANT III	\$ 92.00
SENIOR SECRETARY - CONFIDENTIAL	\$ 100.00
SENIOR WATER MAINTENANCE WORKER	\$ 102.00
SENIOR WATER RESOURCES ENGINEER	\$ 226.00
SENIOR WATER RESOURCES HYDROLOGIST	\$ 226.00
WATER MAINTENANCE SUPERINTENDNT	\$ 153.00
WATER MAINTENANCE WORKER I	\$ 88.00
WATER MAINTENANCE WORKER II	\$ 94.00
WATER RESOURCES BIOLOGIST	\$ 137.00
WATER RESOURCES ENGINEER	\$ 137.00
WATER RESOURCES HYDROLOGIST	\$ 137.00
WATER RESOURCES TECHNICIAN	\$ 117.00

Note: All invoiced staff rates will comply with the corresponding personnel policy or memorandum of understanding associated with the classifications billed.

Equipment Rates

Based on the California State Transportation Agency, Department of Transportation Division of Construction

Labor Surcharge and Equipment Rental Rates

Effective April 1, 2023 through March 31, 2024

MCWRA-owned equipment (all rental equipment will be invoiced at current rental rates)

TRUCK, TRUCK TRAILERS, EXCL. DUMP TRUCKS & EQPT TRAIL	[TRUCK]
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DELAY FACTOR = 0.11 OVERTIME FACTOR = 0.88

Includes all attachments and accessories related to hauling, with and without trailers as needed. Includes water trucks, freight trucks and passenger vehicles, including 4wd option. Listed by Mfr's Gross Vehicle Weight in Kilograms(pounds). For tractor-trailer units, the gross vehicle weight of the cargo carrying unit or units will control. In the case of water trucks, the tank capacity expressed in kilograms (pounds) of water plus 20%, will determine the gross vehicle weight. For attachment allowance, see attachment class.

TRUCKS		[T&TT]	
<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
CARS , LIGHT TRUCKS			
3175 (7000)	5443 (12000) No small pickups	00-06	\$37.61
5443 (12000)	9072 (20000)	06-12	\$42.39
9072 (20000)	12701(28000)	12-20	\$54.71
12701 (28000)	16330 (36000)	20-28	\$57.71
16330 (36000)	21773 (48000)	28-36	\$63.46
21773 (48000)	27216 (60000)	36-48	\$84.44
27216(60000) & Over		48-60	\$93.61
		60	\$105.34

TRUCKS, OFF-HIGHWAY	[TRUOF]
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DELAY FACTOR = 0.20 OVERTIME FACTOR = 0.80

Includes all attachments and accessories. Includes end dump, belly dump and earthmover types. Listed in accordance with Mfr's rated capacity in tonnes (tons). In the case of earthmover types, rated by Mfr's volumetric capacity, a factor of 1.4 tonnes per cubic meter (1-1/2 tons per cubic yard) of struck capacity shall be used.

TRUCK OFF-HIGHWAY		[TRU]	
<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
9.1 (10)	13.6 (15)	10-15	\$64.30
16.3 (18)	20.0 (22)	18-22	\$114.18
20.0 (22)	24.5 (27)	22-27	\$143.03
24.5 (27)	29.0 (32)	27-32	\$163.21
29.0 (32)	36.3 (40)	32-40	\$222.71
36.3 (40)	49.9 (55)	40-55	\$333.03
49.9 (55)	60.8 (67)	55-67	\$373.47

TRUCKS, DUMP, ON-HIGHWAY	[TRUON]
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DELAY FACTOR = 0.16 OVERTIME FACTOR = 0.83

Includes all end dump, side dump and belly dump types; including all attachments and accessories.

TRUCK ON-HIGHWAY		[TRUN]	
<u>Model</u>		<u>Code</u>	<u>Rate</u>
2 axles		2AXL	\$73.34
3 axles		3AXL	\$93.59
4 axles		4AXL	\$103.79
5 axles		5AXL	\$117.60

WELDING EQUIPMENT	[WELD]
--------------------------	-----------------

DELAY FACTOR = 0.18 OVERTIME FACTOR = 0.83

ARC WELDING MACHINES [AWM]

Diesel, gas or electric powered. Includes helmets, holders, cable and all attachments and accessories. Rate capacity in amps.

<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
0	250	0-250	\$8.83
250	500	250-500	\$17.19
over	500	500	\$17.35

GAS WELDING OUTFIT [GWO]

Includes regulator, 7.6 meters (25 feet) of hose, torch, goggles, lighter and attachments and accessories. Gas and rod shall be paid separately.

<u>Model</u>	<u>Code</u>	<u>Rate</u>
ALL	ALL	\$0.33

TRAILERS, EQUIPMENT, LOW BED	[TRAIL]
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DELAY FACTOR = 0.44**OVERTIME FACTOR = 0.65**

Includes all attachments and accessories related to hauling. The rates cover drop deck type with and without folding/removable gooseneck or oscillating trunion. Pilot vehicles are extra. Listed in accordance with number of axles and tires per axle. Includes jeeps, booster axles, and dollies. All loads shall be hauled legally or within Caltrans Permit Policy.

LOW BED A**[LB-A]**

2 axle

<u>Model</u>	<u>Code</u>	<u>Rate</u>
4 Tires per axle	100	\$17.61
8 Tires per axle	200	\$22.21

LOW BED B**[LB-B]**

3 axle

<u>Model</u>	<u>Code</u>	<u>Rate</u>
4 Tires per axle	300	\$23.66
8 Tires per axle	400	\$27.42

LOW BED C**[LB-C]**

4 axle

<u>Model</u>	<u>Code</u>	<u>Rate</u>
4 Tires per axle	500	\$37.93
8 Tires per axle	600	\$47.07

LOW BED D**[LB-D]**

6 axle

<u>Model</u>	<u>Code</u>	<u>Rate</u>
8 Tires per axle	700	\$75.40

LOADERS, RUBBER TIRE	[LDRRT]
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DELAY FACTOR = 0.11**OVERTIME FACTOR = 0.89**

Includes all attachments and accessories. Clam-action buckets, 4WD and backhoes are excluded unless otherwise noted.

CATERPILLAR**[CAT]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
415F2	1850F2	\$59.78
416 w/ backhoe	1860	\$47.44
416 Series II w/ backhoe	1860A	\$47.68
416B 4WD w/ extend-a-hoe	1861A	\$58.43
416C 4WD w/ backhoe	1861C	\$60.33
416D w/ backhoe	1861D	\$55.27
416D 4WD w/ backhoe	1861D4	\$56.42
420D w/ backhoe	1861M	\$62.10
420D 4WD w/ backhoe	1861M4	\$63.25
420E	1861N	\$73.88
420F2	1861N2	\$86.86

TRACTORS, CRAWLER**[TRACC]****DELAY FACTOR = 0.13****OVERTIME FACTOR = 0.87**

Includes all attachments and accessories such as dozer blade and power control blocks when needed, but does not include backhoe, winch or ripper units listed elsewhere in this schedule.

D-4E direct drive	2660	\$49.93
D-4E power shift	2665	\$51.24
D-4H	2670	\$64.69
D-4H LGP	2675	\$64.02
D-4H Series II	2680	\$65.95
D-4E SA	2772	\$61.01
D-4E LGP power shift	2780	\$51.44
D-4E LGP direct drive	2782	\$51.44
D-4G XL	2790XL	\$59.09
D-5	3194	\$68.43
D-5B power shift	3206	\$71.86
D-5B SA	3325	\$78.89
D-5B LGP	3345	\$74.58
D-5C	3346	\$63.62
D-5H	3347	\$85.27
D-5H Series II	3348	\$89.38
D-5H LGP	3350	\$88.36
D-6C direct drive	3645	\$89.13
D-6C power shift	3688	\$89.78
D-6C LGP	3710	\$92.32
D-6D	3720	\$100.87
D-6D SA	3725	\$114.05
D-6D LGP	3730	\$101.27
D-6H	3732	\$115.25
D-6H Series II	3733	\$120.00
D-6H LGP	3735	\$119.89
D-6M LGP	3745	\$110.07
D-6N XL	3755	\$113.21
D-6R DS	3800	\$125.68

HYDRAULIC CRANES & EXCAVATORS, [HCECL]
CRAWLER MOUNTED
DELAY FACTOR = 0.16**OVERTIME FACTOR = 0.84**

Includes all attachments and accessories required for lifting or digging. Pavement breaker or compactor attachments are not included.

CATERPILLAR**[CAT]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
303.5E CR	0100	\$37.46
304 CR	0200	\$39.63
305C CR	0250	\$53.81
308E2 CR SB	0270	\$58.83
308DCR	0271	\$51.50
312	0300	\$62.66
312C	0300C	\$74.70
312CL	0300CL	\$74.89
314CL CR	0302CLR	\$75.88
315L	0305	\$75.53
320	0310	\$99.14
320BL	0312	\$103.55
320C	0312C	\$116.34
320CL	0312CL	\$129.31
320L	0315	\$100.63
321C LCR	0320R	\$138.83
321D LCR	0321R	\$138.16
322L	0325	\$122.91
323F L	0326	\$129.36
325	0330	\$130.69



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 23-165

December 05, 2023

Introduced: 11/22/2023

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Ratify Amendment No. 1 to the Services Agreement with the Pajaro Regional Flood Management Agency for Maintenance and Repair Activities of the Pajaro River Federal Flood Control Project ("Project") to extend the term for one year to December 1, 2024, and include additional emergency response activities; and authorize the General Manager to execute the amendment.

RECOMMENDATION:

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

Ratify Amendment No. 1 to the Services Agreement with the Pajaro Regional Flood Management Agency for Maintenance and Repair Activities of the Pajaro River Federal Flood Control Project ("Project") to extend the term for one year to December 1, 2024, and include additional emergency response activities; and authorize the General Manager to execute the amendment.

SUMMARY/DISCUSSION:

The Pajaro Regional Flood Management Agency ("PRFMA") was formed under the Joint Exercise of Powers Act, Government Code section 6500 *et seq.*, pursuant to a Joint Exercise of Powers Agreement ("JPA Agreement") dated July 21, 2021, in order to coordinate, finance, acquire, construct, improve, operate or maintain flood management infrastructure on the Pajaro River in Santa Cruz and Monterey Counties.

The Member Agencies of the PRFMA are County of Santa Cruz, Santa Cruz County Flood Control and Water Conservation District, Zone 7 ("Zone 7"), County of Monterey ("County"), City of Watsonville, and the Monterey County Water Resources Agency ("MCWRA" or "Agency"). The PRFMA will be the lead local agency to work with the United States Army Corps of Engineers in continuing the Project, which is currently maintained jointly by Zone 7 and MCWRA, as non-federal sponsors.

An Operations, Maintenance, Repair, Replacement, and Rehabilitation Assignment Agreement ("OMRR&R") to transfer the operation, maintenance, repair, replacement, and rehabilitation of the Project was approved by the MCWRA Board of Supervisors in April 2023. PRFMA approved the OMRR&R at their November 9, 2022 meeting. Both the Cost Sharing Agreement and the OMRR&R became effective on July 1 2023. A similar assignment agreement has been negotiated between PRFMA and Zone 7 for the activities on the levee in Santa Cruz County. PRFMA has approved the agreement at their November 8, 2023 meeting and Zone 7 will be considering it later this month.

Legistar File Number: WRAG 23-165

MCWRA and PRFMA staff continue to coordinate the transition of the activities and propose to have continued support by MCWRA on some general activities to support a successful transition. The proposed amended Services Agreement will support PRFMA requests for general maintenance activities as well as emergency response activities for up to one year. MCWRA will assess their ability to fulfill those requests. The Services Agreement also supports the continued involvement of MCWRA in the coordination of the critical levee damage sites that occurred in March 2023. Time and materials to be invoiced and reimbursed. Time is of the essence in amending the Services Agreement which expires on December 1, 2023.

OTHER AGENCY INVOLVEMENT:

PRFMA, County Counsel's Office, Monterey County Water Resources Agency Board of Directors approved on November 20, 2023.

FINANCING:

The MOU includes the reimbursement of MCWRA staff time for any approved activities.

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

DocuSigned by:

11/28/2023

Approved by:

Ara Azhderian

Ara Azhderian, General Manager, (831) 755-4860

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Attachments:

1. Services Agreement
2. Amendment No 1
3. Executed MCWRA Board of Directors Board Order

OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, AND
REHABILITATION ASSIGNMENT AGREEMENT BETWEEN
The Pajaro Regional Flood Management Agency
AND
Monterey County Water Resources Agency
FOR
The Pajaro River Federal Flood Control Project

This Operation, Maintenance, Repair, Replacement, and Rehabilitation Assignment Agreement (this “OMRR&R Assignment Agreement”) is entered into by and between the Monterey County Water Resources Agency, a local public agency organized and operating under the Monterey County Water Resources Agency Act (California Water Code, Appendix 52) (the “MCWRA”), and the Pajaro Regional Flood Management Agency, a California joint powers agency organized and operating under the Joint Exercise of Powers Act (California Government Code section 6500 et seq.) (the “PRFMA”) on this 1st day of July, 2023 in view of the following circumstances:

1. The Pajaro River Federal Flood Control Project was built in 1949 by the United States Army Corps of Engineers (“USACE”) and is maintained jointly by the Santa Cruz County Flood Control and Water Conservation District – Zone 7 (“Zone 7”) and the MCWRA. Since construction of the levee system in 1949, there have been four major floods on the Pajaro River and its tributaries in 1955, 1958, 1995, and 1998 that have resulted in significant inundation and damage caused by overtopping or breaching of the levees. A 1963 report by the USACE concluded that the levee system was “inadequate,” and Congress authorized reconstruction of the Pajaro River levee system in 1966 through the Flood Control Act of 1966 (Public Law 89-789). Reauthorization was granted by the Water Resources Development Act of 1990. In December 2019, the USACE authorized improvements (the “2019 Improvements”) to portions of the original project and sufficient FY20 and FY21 Work Plan appropriations to conduct the Preconstruction Engineering and Design (PED) phase. In March 2022, the USACE appropriated \$67 million as the first tranche of funds to be used to construct the Project, and in October 2022 the USACE appropriated an additional \$82 million towards construction. The original and unimproved segments of the Pajaro River Federal Flood Control Project and the 2019 Improvements are collectively referred to herein as the “Project”.
2. The PRFMA intends to become the Non-Federal Sponsor (“NFS”) for the Project, as defined below.
3. Zone 7 and the MCWRA have historically been designated as the NFSs for the Project.
4. The MCWRA collects property assessments in Zones 1 and 1A located within Monterey County to fund maintenance activities on the Pajaro Levee and in the Pajaro River channel.
5. PRFMA has successfully passed and begun collecting an additional assessment to be used towards funding the OMRR&R, as defined below, for the Project, in 2022.

6. A Cost-Sharing Agreement regarding contributions for operating expenses by and among the PRFMA and the "Maintaining Member Agencies" (MCWRA, Zone 7, and the City of Watsonville) will be fully executed before June 30, 2023, following budget adoption by the PRFMA, funds from which will also be used by the PRFMA towards funding OMRR&R and other expenses.
7. The PRFMA is in the process of re-assigning the NFS role from jointly Zone 7 and MCWRA to the PRFMA, to be formalized in amendments to any existing and forthcoming agreements related to the Project.
8. In order for the PRFMA to take over the OMRR&R responsibilities of the MCWRA and act as the NFS for the Project, the MCWRA must transfer any and all rights of access it currently has, which are transferrable and necessary to perform OMRR&R to the PRFMA. In exchange for the authority to access property, the PRFMA shall be responsible for OMRR&R.
9. This OMRR&R Assignment Agreement is intended by the parties to transfer all rights from the MCWRA to the PRFMA necessary and convenient for the PRFMA to undertake OMRR&R for that portion of the Project on properties owned or controlled by the MCWRA. This OMRR&R Assignment Agreement is also to establish a trigger by which the MCWRA will begin to transfer ownership in fee simple all of the land included within the Project that it owns, plus such land it currently owns as is necessary to easily access the Project, at no additional cost and with no additional consideration from the PRFMA.
10. This OMRR&R Assignment Agreement provides that the PRFMA will be responsible for construction and OMRR&R for the Project.
11. The PRFMA will assume the OMRR&R responsibility currently performed by the MCWRA for the Project, as well as any additional responsibilities the PRFMA is authorized to undertake and which relate to the Project, as set out in this OMRR&R Assignment Agreement, on the conditions that the MCWRA agrees to provide funding in accordance with the Cost Sharing Agreement, and provide the PRFMA sufficient rights to perform OMRR&R of the Project works located in Monterey County.
12. The MCWRA has agreed to enter into this OMRR&R Assignment Agreement on the condition that the PRFMA provides the MCWRA with the assurances specified in this OMRR&R Assignment Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED:

For purposes of this OMRR&R Assignment Agreement, the terms below are defined as indicated:

"Cost Sharing Agreement:" Agreement between the MCWRA, the PRFMA, and other parties to allocate MCWRA's annual contributions funded by existing MCWRA property assessments to fund operations of the PRFMA, approved by the PRFMA Board of Directors on July 13, 2022 and the MCWRA Board of Directors on September 13, 2022, as amended, adopted, and/or readopted from time to time.

"OMRR&R:" Operation, maintenance, repair, replacement, and rehabilitation of the Project in accordance with Federal law, including without limitation, compliance with operations and

maintenance requirements in Code of Federal Regulations, title 33, section 208.10; Federal guidance such as ER 1110-2-401; applicable Federal Operation and Maintenance Manual, any revised or updated version of the Federal Operation and Maintenance Manual, or any supplement to the Federal Operation and Maintenance Manual; and any applicable Stream Maintenance Program and Plan, including the permits and regulatory agency approvals required to perform said operations, maintenance, repair, replacement, and rehabilitation.

Repair, replacement, and rehabilitation does not include reconstruction of a project or project segment that has reached the end of its designed service life or is deficient due to a design or construction defect.

“Project:” All of the flood facilities authorized by the Federal government by the Flood Control Act (FCA) of 1944 (Public Law No. 534, 78th Congress, Ch. 665, 2nd Session) and by the Flood Control Act of 1966 (Public Law 89-789) within PRFMA’s boundaries. Figure 1 of this OMRR&R Assignment Agreement shows those features of the Project that have been maintained by MCWRA.

SECTION I: OBLIGATIONS OF PRFMA/MCWRA

A. General Obligations.

1. The MCWRA hereby assigns to the PRFMA all rights and responsibilities necessary to perform OMRR&R for the Project (the “Assignment”). The MCWRA and PRFMA shall take any and all steps necessary to complete the Assignment to the PRFMA, including, without limitation, execution and delivery of all documents necessary or convenient to complete the Assignment, transfer of all documents currently in MCWRA’s possession related to the Project and not subject to any privilege, and obtaining authorization, consent, or approval of the Assignment from the MCWRA legislative body and any necessary third parties or their legislative bodies.
2. The PRFMA shall perform OMRR&R for the Project in accordance with the Project design specifications, environmental permits, environmental impact reports, regulations, and directions prescribed by the USACE, the State, and other regulatory bodies with jurisdiction over the Project.

B. Specific Obligations to Operate, Maintain, Repair, Replace, and Rehabilitate

1. The PRFMA hereby accepts responsibility for OMRR&R of the Project. The PRFMA agrees that it will be responsible for OMRR&R of the Project as further explained in: (1) the Federal Operation and Maintenance Manual for the Project; and (2) any applicable supplement to, revision of, or replacement for the Federal Operation and Maintenance Manual for the Project. The Federal Operation and Maintenance Manual for the Project and any supplements, revisions, or replacements thereto are incorporated herein by this reference.
2. The PRFMA acknowledges that changes to the Federal Operation and Maintenance Manual may be made by the USACE before the document becomes final. The PRFMA shall be responsible for OMRR&R in accordance with any revised version of the Federal Operation and Maintenance Manual for the Project or any supplement to the Federal Operation and Maintenance Manual.

3. The MCWRA hereby grants the PRFMA (and any of the PRFMA's contractors, agents, licensees, successors, and assigns) an irrevocable license to enter, at reasonable times and in a reasonable manner, upon the sites and locations of the Project, and land which the MCWRA owns or controls now and in the future, for access to the Project for the purpose of OMRR&R for any part of the Project. This irrevocable license shall remain in effect until any title to any MCWRA land covered by this OMRR&R Agreement is transferred to the PRFMA.

4. The MCWRA shall repair that portion of the levee identified on Figure 2 hereto and fully incorporated herein by this reference in compliance with the responsibilities and performance standards of the original 1949 Federal Operation and Maintenance Manual. In lieu of undertaking the repairs required by this subparagraph, the MCWRA may pay to the PRFMA eight hundred fifty-nine thousand, two hundred twenty-eight dollars (\$859,228) in full satisfaction of its obligations under this subparagraph. The due date of any such payment shall be December 31, 2022 or the effective date of this agreement, whichever comes later. If payment is made after the due date, the dollar amount stated herein shall increase by the change in the Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-Hayward area between December 31, 2022 and the date of payment, unless it is mutually agreed in writing between the PRFMA and MCWRA that no escalation in the payment is warranted.

C. Obligation to Transfer Land to the PRFMA

1. No later than six months after the effective date of this OMRR&R Assignment Agreement, the MCWRA will transfer title to the PRFMA in fee simple all of the land included within the Project that it owns, plus such land it owns as is necessary to easily access the Project, as listed in Figure 3. Such a transfer will be pursuant to a separate agreement at no additional cost and with no additional consideration from the PRFMA.

D. Ownership of Improvements Constructed as Part of the Project

1. Until title to all of the land pursuant to subsection C above is transferred from the MCWRA to the PRFMA, ownership of the improvements constructed as part of the Project will remain with the MCWRA. Once title to the land is transferred, ownership of said improvements will transfer to the PRFMA.

SECTION II: AUTHORIZATION FOR DELEGATION OR SUBCONTRACTING

The PRFMA may delegate, assign, contract, or subcontract its responsibilities under this OMRR&R Assignment Agreement. The PRFMA shall be responsible for all work to be performed under this agreement, including any delegated, assigned, contracted, or subcontracted work.

Payment for services rendered by contractor(s) and/or subcontractor(s) shall be made entirely by the PRFMA. The MCWRA shall not have any responsibility for making any payments to the contractor(s) and/or subcontractor(s) for any services they may render in connection with this OMRR&R Assignment Agreement.

SECTION III: DISPUTES AND INDEMNIFICATION

Before any party to this OMRR&R Assignment Agreement may bring suit in any court concerning an issue relating to this OMRR&R Assignment Agreement, that party must first seek in good faith to resolve the issue through negotiation or other forms of nonbinding alternative dispute resolution mutually acceptable to all parties.

The PRFMA shall, to the fullest extent allowable under applicable law, indemnify and hold harmless MCWRA for and against any claim, action, liability, penalty, or other imposition whatsoever upon MCWRA by reason of the activities of PRFMA under this OMRR&R Assignment Agreement, including any failure to act under the duties established by this OMRR&R Assignment Agreement.

SECTION IV: TERM OF AGREEMENT; AMENDMENT

The effective date of this OMRR&R Assignment Agreement is the date of the last signature hereto. This OMRR&R Assignment Agreement will continue in full force and effect unless terminated or amended upon written consent of all parties.

The parties acknowledge that in order to obtain federal credits or reimbursement for this Project, it may be necessary to amend this OMRR&R Assignment Agreement. The parties agree that they will not unreasonably withhold consent for any amendments necessary to obtain federal credits or reimbursement.

SECTION V: NOTICES

All notices, requests, demands, and other communications required or permitted to be given under this OMRR&R Assignment Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by first class (postage pre-paid), registered, or certified mail, as follows:

If to the PRFMA:
Pajaro Regional Flood Management Agency
ATTN: Executive Director
701 Ocean Street, Room 410
Santa Cruz, CA 95060

If to the MCWRA:
Monterey County Water Resource Agency (MCWRA)
ATTN: General Manager
1441 Schilling Pl., North Bldg.
Salinas, CA 93901

A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this section.

Any notice, request, demand, or other communication made pursuant to this section shall be deemed to have been received by the addressee at such time as it is personally delivered or seven (7) calendar days after it is mailed, as the case may be.

SECTION VI: STANDARD CONDITIONS

1. **GOVERNING LAW:** This OMRR&R Assignment Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
2. **TIMELINESS:** Time is of the essence in this OMRR&R Assignment Agreement.
3. **AMENDMENT:** This OMRR&R Assignment Agreement may only be amended by mutual written agreement of the parties.
4. **SUCCESSORS AND ASSIGNS:** This OMRR&R Assignment Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this OMRR&R Assignment Agreement or any part thereof, rights hereunder, or interest herein shall be valid unless and until it is approved in writing signed by the non-assigning party and made subject to such reasonable terms and conditions as the non-assigning party may impose.
5. **NO THIRD PARTY RIGHTS:** The parties to this OMRR&R Assignment Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this OMRR&R Assignment Agreement, or of any duty, covenant, obligation or undertaking established herein.
6. **OPINIONS AND DETERMINATIONS:** Where the terms of this OMRR&R Assignment 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.
7. **SEVERABILITY:** Should any portion of this OMRR&R Assignment Agreement be determined to be void or unenforceable, such shall be severed from the whole and the OMRR&R Assignment Agreement shall continue as modified.
8. **WAIVER OF RIGHTS:** None of the provisions of this OMRR&R Assignment Agreement shall be deemed waived unless expressly waived in writing. Any waiver by either party of rights arising in connection with the OMRR&R Assignment 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.

SECTION VII: AUTHORITY

The PRFMA and the MCWRA have each provided a copy of a resolution adopted by its governing body designating a representative to execute this OMRR&R Assignment Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this OMRR&R Assignment Agreement.

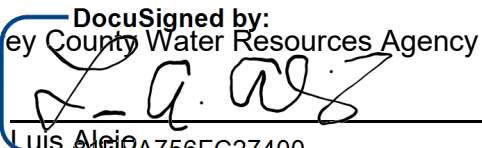
Pajaro Regional Flood Management Agency

By _____

Zach Friend,
Chairperson

Monterey County Water Resources Agency

By _____

DocuSigned by:

Luis Alejo
Chairperson
84EPA756FC27400...

Date: _____

Date: 6/2/2023 _____

Approved as to Legal Form
and Sufficiency:

Gary Bell,
Board Counsel

Approved as to Legal Form
and Sufficiency:

DocuSigned by:


22D690CA05A940B...
Kelly Donlon,
Board Counsel

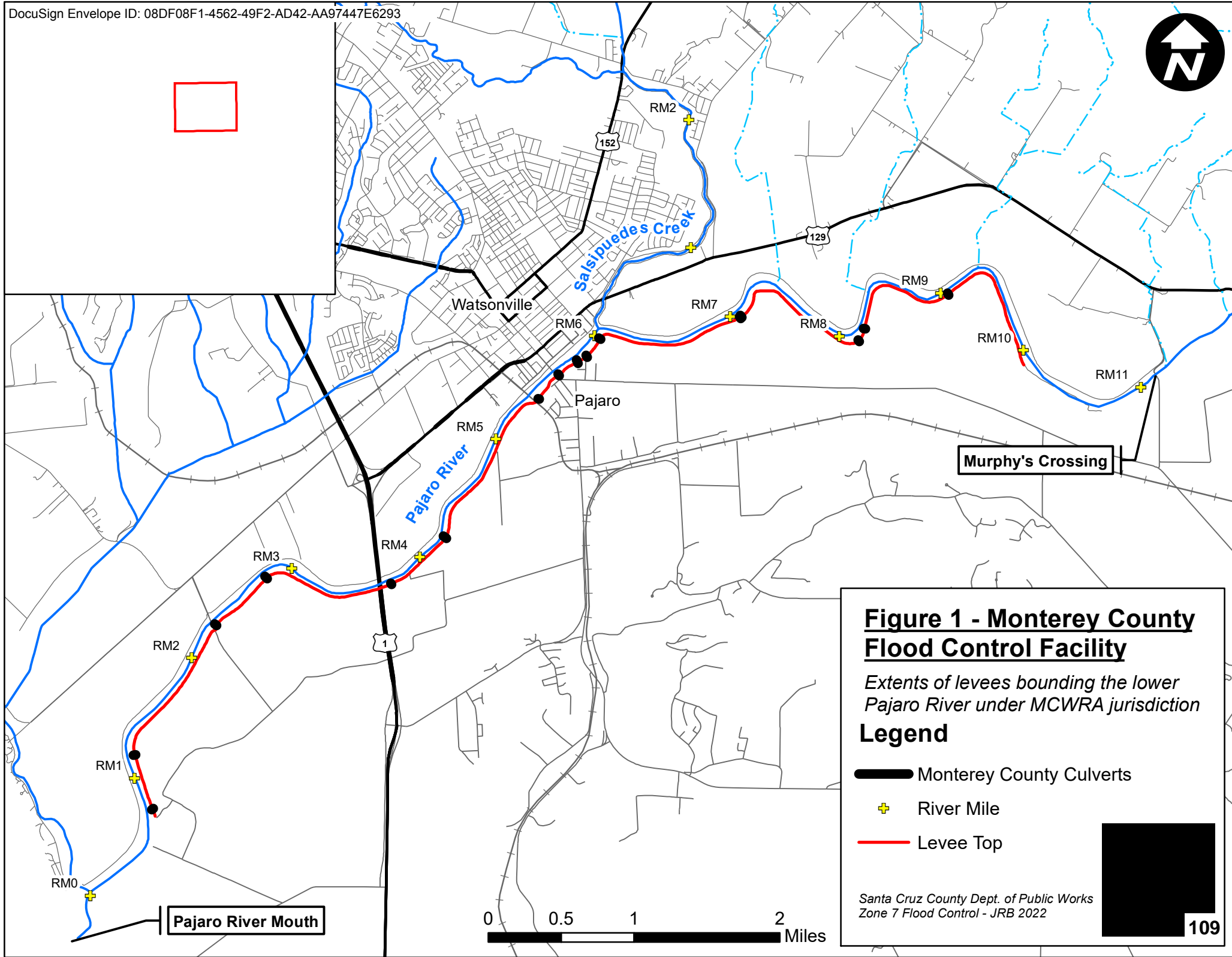


Figure 1 - Monterey County Flood Control Facility

Extents of levees bounding the lower Pajaro River under MCWRA jurisdiction

Legend

- Monterey County Culverts
- River Mile
- Levee Top

Santa Cruz County Dept. of Public Works
Zone 7 Flood Control - JRB 2022

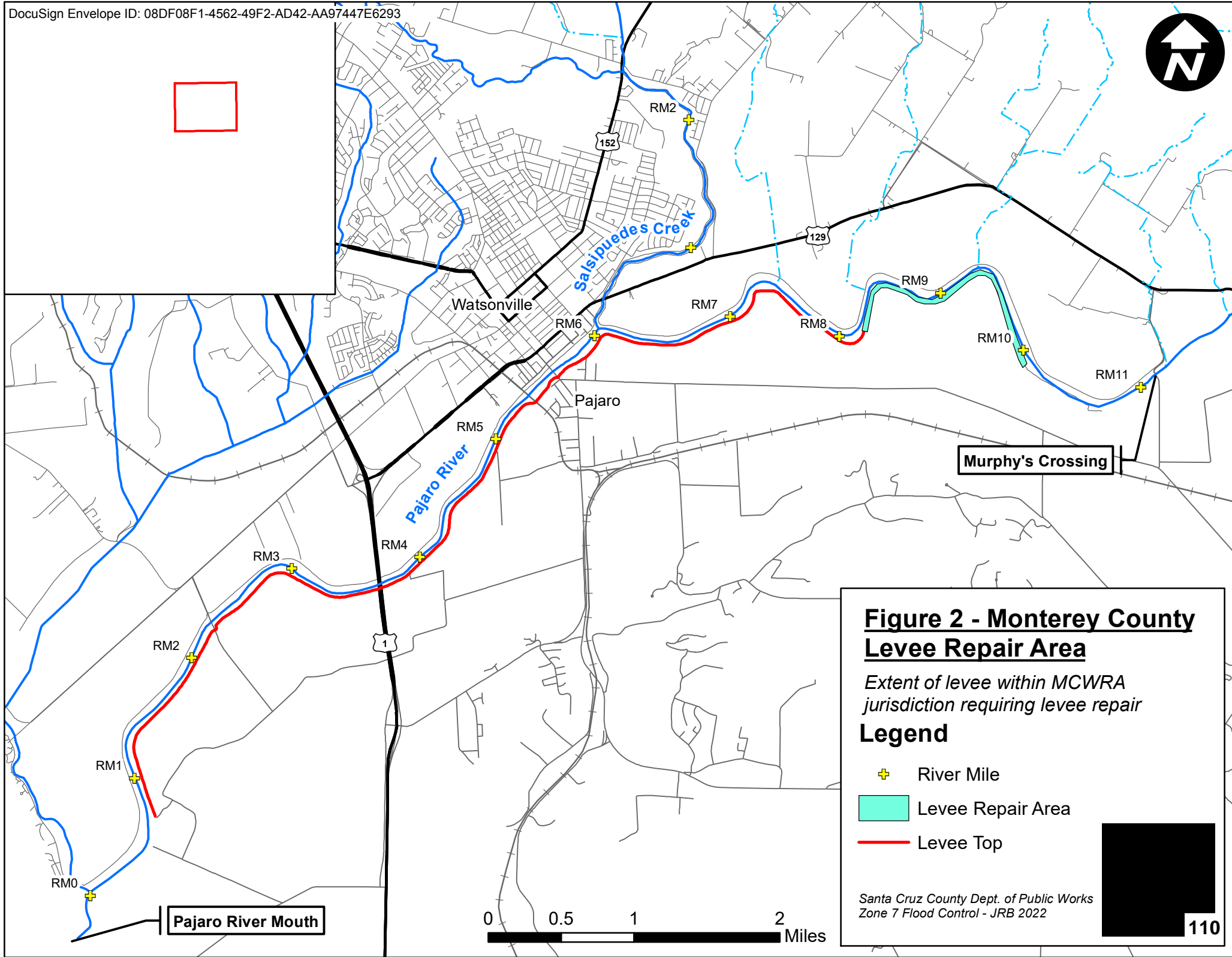


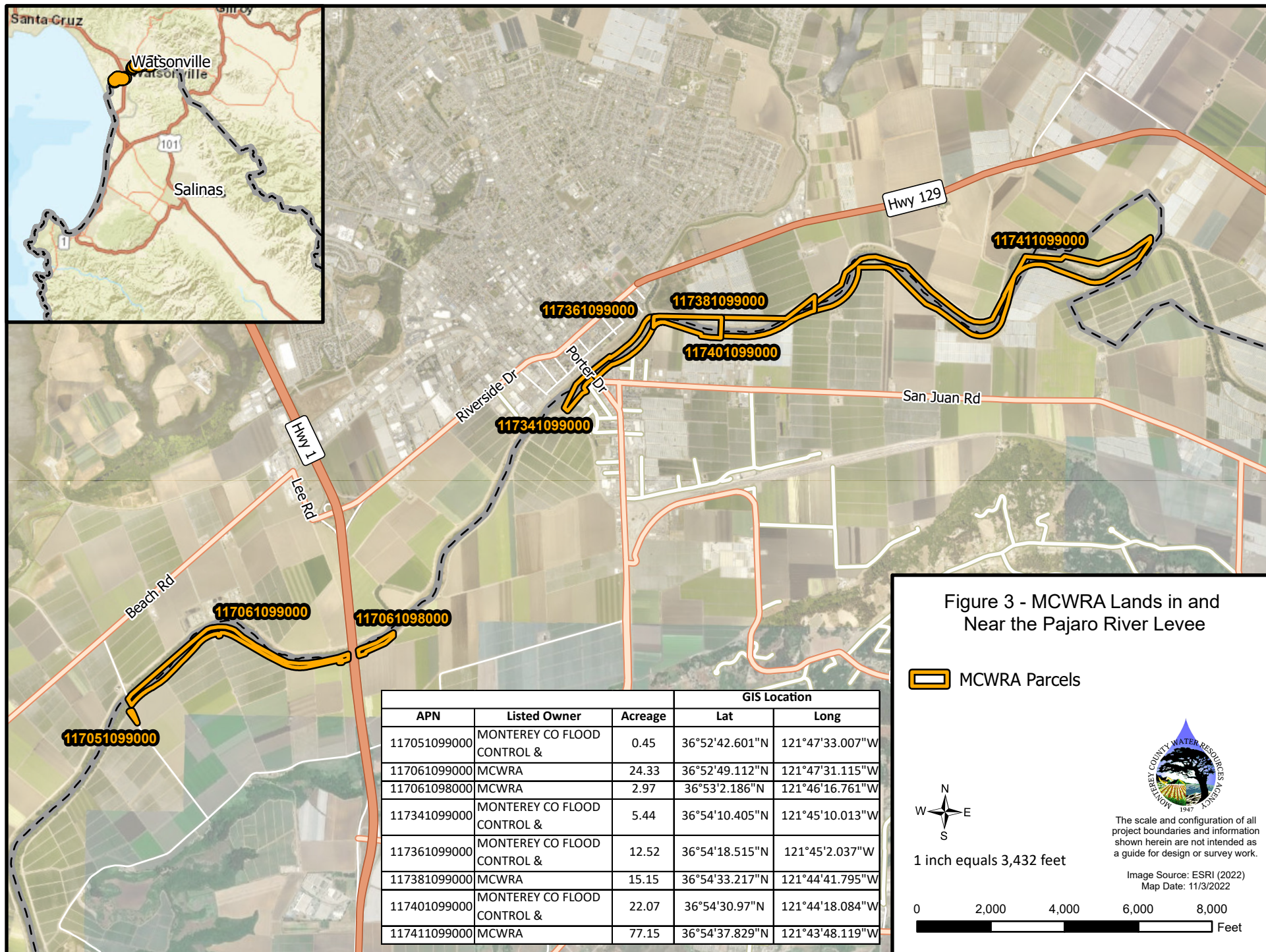
Figure 2 - Monterey County Levee Repair Area

*Extent of levee within MCWRA
jurisdiction requiring levee repair*

Legend

-  River Mile
-  Levee Repair Area
-  Levee Top

Santa Cruz County Dept. of Public Works
Zone 7 Flood Control - JRB 2022





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 23-164

December 05, 2023

Introduced: 11/22/2023

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

- a. Approve and authorize the Monterey County Water Resources Agency General Manager to execute a quitclaim deed to convey levee easements of the Pajaro River Federal Flood Control Project ("Project"), in the unincorporated area of Monterey County, "as is" to the Pajaro Regional Flood Management Agency in accordance with the 2023 Operations, Maintenance, Repair, Replacement, and Rehabilitation Assignment Agreement ("OMRR&R Agreement").
- b. Find that the transfer of the subject easements is categorically exempt pursuant to the California Environmental Quality Act Guidelines 15301(c).

RECOMMENDATION:

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

- a. Approve and authorize the Monterey County Water Resources Agency General Manager to execute a quitclaim deed to convey levee easements of the Pajaro River Federal Flood Control Project ("Project"), in the unincorporated area of Monterey County, "as is" to the Pajaro Regional Flood Management Agency in accordance with the 2023 Operations, Maintenance, Repair, Replacement, and Rehabilitation Assignment Agreement ("OMRR&R Agreement").
- b. Find that the transfer of the subject easements is categorically exempt pursuant to the California Environmental Quality Act Guidelines 15301(c).

SUMMARY/DISCUSSION:

The Monterey County Water Resources Agency ("MCWRA") and the Pajaro Regional Flood Management Agency ("PRFMA") are parties to an OMRR&R Agreement (Attachment 1) which became effective on July 1, 2023. One of the terms of the OMRR&R Agreement requires MCWRA to transfer all rights and ownership of lands it currently holds for the Project to PRFMA within 6 months. The MCWRA has acted with the assistance of the County of Monterey Offices of the County Surveyor; the Public Works, Facilities, and Parks Department; and, County Counsel, in the preparation of a Quitclaim deed (Attachment 2) to transfer thirty-five (35) easements known as "Pajaro Levee Parcels" (Attachment 3) in Monterey County. The existing permanent easements are for the specific purpose of the Project. This would fulfill the obligation of MCWRA to transfer all rights and ownership of lands it currently holds for the Project to PRFMA.

If MCWRA continues to proceed with the processing, the PRFMA can consider acceptance of the quitclaim through its own board action as early as December 13, 2023. The local sponsor authority to operate and maintain the existing levee and all other "non-federal sponsor" responsibilities including maintaining sufficient real estate interest to the support the Project would then be assigned to PRFMA.

Legistar File Number: WRAG 23-164

MCWRA staff finds the Quitclaim deed and transfer of easements for the Project affects existing facilities and results in no expansion of use to lands, which qualifies as Class 1 categorical exemption respectively pursuant to CEQA Guidelines Section 15301 (c) - existing facilities for the purpose of public safety - no expansion of use; and there are no exemptions pursuant to CEQA Guidelines CCR Section 15300.2


OTHER AGENCY INVOLVEMENT:

PRFMA, County of Monterey Office of the County Surveyor, County of Monterey Public Works, Facilities, and Parks Department, and County Counsel.

FINANCING:

FY 2023-24 Adopted Budget of Pajaro Levee (Fund 111-9300-WRA-Unit 8484) has sufficient appropriations to fund the preparation and execution of the Quitclaim Deed Agreement.

Prepared by: Jennifer Bodensteiner, Associate Water Resources Hydrologist (831) 755-4860

Approved by: 
C2F06FDBECFF4B5...
Shaunna Murray, Deputy General Manager, (831) 755-4860

Attachments:

1. OMRR&R Agreement with PRFMA
2. Quitclaim deed
3. Pajaro Levee Parcels