

# County of Monterey

*Cayenne Room*  
1441 Schilling Place, North Building  
Salinas, CA 93901



## Meeting Agenda

**Friday, August 2, 2024**

**10:00 AM**

### **REVISED AGENDA - ADDENDUM/SUPPLEMENTAL**

**Cayenne Room 1441 Schilling Place, North Building  
Salinas, Ca 93901**

### **Water Resources Agency Finance Committee**

*John Baillie, Chair  
Mark Gonzalez  
Mike LeBarre  
Matthew Simis*

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

1. You may attend in person,
2. For ZOOM participation please join by computer audio at:

<https://montereycty.zoom.us/j/92403510520>

OR to participate by phone call any of these numbers below:

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

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

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

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

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

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

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

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

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

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

**1. Puede asistir en persona,**

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

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

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

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

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

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

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

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

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

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

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

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

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

**Call to Order**

**Roll Call**

**Public Comment**

**Committee Member Comments**

**Consent Calendar**

1. Approve the Minutes of the Finance Committee held on June 7, 2024.

**Attachments:** [Draft Finance Minutes June 7, 2024](#)

**Scheduled Items**

2. Consider receiving the June 2024 Financials for All Agency Funds.  
(Staff Presenting; Nora Cervantes)

**Attachments:** [FY24 AP12 Financials](#)

[WRA Financial BFY2023-24 AP 12 PPT](#)

3. Consider recommending that the Board of Directors approve Amendment No. 1 to the Agreement for Services with TCB Industrial, Inc., to increase the dollar amount

by \$265,000 for a total contract amount not-to-exceed \$365,000 to refurbish Unit 2 for the Nacimiento Dam Hydroelectric Power Plant, and to provide power plant repair services as-needed; and authorize the General Manager to execute the amendment. (Staff Presenting: Manuel Saavedra)

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

4. Fiscal Year 2023-24 Hydroelectric Revenue Summary.  
(Staff Presenting: Nora Cervantes)

**Attachments:** [FY23 FY24 Hydro Revenue](#)

### **Staff Reports**

5. Overview of the Groundwater Monitoring Regulatory Program Fee Study.  
(Staff Presenting: Amy Woodrow)

**Attachments:** [Board Report](#)  
[SVBGSA-MCWRA Subgrant Agreement Amend. No 1 & 2](#)  
[Lechowicz & Tseng Municipal Consultants Agreement](#)

6. Monterey One Water Year to Day Financials (Preliminary) thru June 2024.  
(Staff Presenting: Nan Kyung Kim)

**Attachments:** [M1W Financials thru June 2024](#)

### **Calendar**

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

### **Adjournment**

### **ADDENDUM/SUPPLEMENTAL**

8. Water Resources Agency Finance Committee Addenda/Revision to Scheduled Items on August 2, 2024.

Consider recommending that the Monterey County Water Resources Agency Board of Directors approve Amendment No. 1 to the contract with Graniterock Company for Post Winter Storm Cleanup and Repairs at the Salinas River Diversion Facility and to increase the contract amount to \$315,000; and authorizing the General Manager to execute the Amendment.(Staff Presenting: Pete Vannerus)

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



# County of Monterey

**Item No.1**

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

## Board Report

Legistar File Number: WRAFIN 24-061

August 02, 2024

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**Introduced:** 7/26/2024

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WRA Finance Item

Approve the Minutes of the Finance Committee held on June 7, 2024.

# County of Monterey

*Cayenne Room*  
1441 Schilling Place, North Building  
Salinas, CA 93901



## Meeting Minutes

**Friday, June 7, 2024**

**10:00 AM**

**Cayenne Room 1441 Schilling Place, North Building Salinas, CA**

### **Water Resources Agency Finance Committee**

***John Baillie, Chair***  
***Mark Gonzalez***  
***Mike LeBarre***  
***Matthew Simis***

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PUBLIC**

**PARTICIPATION BY ZOOM IS FOR CONVENIENCE ONLY AND IS NOT REQUIRED  
BY**

**LAW. IF THE ZOOM FEED IS LOST FOR ANY REASON, THE FINANCE  
COMMITTEE**

**MEETING MAY BE PAUSED WHILE A FIX IS ATTEMPTED BUT THE FINANCE  
COMMITTEE MEETING MAY CONTINUE AT THE DISCRETION OF THE  
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**writing**

via email to Monterey County Water Resources Agency at  
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**(i.e. Finance Committee) and item number (i.e. Item No. 10). Every effort will be made to read**

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**end of the meeting.**

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**Thursday before the meeting to: [WRAPubliccomment@co.monterey.ca.us](mailto:WRAPubliccomment@co.monterey.ca.us). To assist Agency staff**

**in identifying the agenda item to which the comment relates, the public is requested to indicate**

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modification

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

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

1. Puede asistir en persona,

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

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se une al audio de la computadora, levante la mano; y por teléfono presione \* 9 en su teclado.

**TENGA EN CUENTA: SI TODOS MIEMBROS DEL COMITÉ DE FINANZAS DE LA JUNTA**

**ESTÁN PRESENTES EN PERSONA, LA PARTICIPACIÓN PÚBLICA DE ZOOM ES SOLO**

**POR CONVENIENCIA Y NO ES REQUERIDA POR LA LEY. SI LA TRANSMISIÓN DE ZOOM SE PIERDE POR CUALQUIER MOTIVO, LA REUNIÓN PUEDE PAUSARSE MIENTRAS SE INTENTA UNA SOLUCIÓN, PERO LA REUNIÓN DEL COMITÉ DE FINANZAS PUEDE CONTINUAR A DISCRECIÓN DEL PRESIDENTE.**

**3. Los miembros del público que desean comentar en un artículo específico de la agenda, mientras que el artículo se este presentando durante la reunión, pueden participar por cualquiera**

**de los siguientes medios:**

**Cuando el Presidente del Comité solicite comentarios públicos sobre un artículo de la agenda, el**

**anfitrión de la reunión Zoom o su designado, primero determinará quién quiere testificar (entre**

**los que están en la reunión por vía electrónica o telefónica) y luego llamará a los oradores (speakers) y activará la bocina para el orador, uno a la vez. Todo orador, será transmitido por audio en altavoz solamente.**

**4. Si un miembro del público desea comentar sobre un artículo de la agenda en particular, se le es**

**sumamente recomendable que envie sus comentarios por escrito por correo electrónico a la Agencia de Administración de Recursos del Agua (Agencia) a**

**WRApolicycomment@co.monterey.ca.us antes de las 5:00 P. M. el Jueves antes de la reunión del**

**Comité. Para ayudar al personal de la Agencia a identificar el número del artículo de la agenda**

**con el cual se relaciona el comentario, se solicita al público que indique la fecha de la reunión del**

**Comité y el número del artículo de la agenda en la línea de asunto. Comentarios recibidos en la**

**fecha límite del Jueves a las 5 P.M, serán distribuidos al Comité y serán colocados en el registro.**

**5. Los miembros del público que deseen hacer un comentario público general para temas que no**

**están en la agenda del día o que deseen comentar en un artículo específico mientras se escucha la**

**presentación, lo pueden hacer enviando un comentario por correo electrónico, preferiblemente**

**limitado a 250 palabras o menos, a WRApolicycomment@co.monterey.ca.us. Para ayudar al personal de la Agencia a identificar el artículo de la agenda con el cual se relaciona el comentario,**

**se solicita al público que indique el nombre del Comité (por ejemplo: Comité de Finanzas) y el número del artículo de la agenda (por ejemplo: Artículo # 10). Se hará todo lo posible para leer el**

**comentario en el registro, pero algunos comentarios pueden no leerse en voz alta debido a limitaciones de tiempo. Los comentarios recibidos después del cierre del período de comentarios**

públicos sobre un artículo de la agenda serán parte del registro si se reciben antes que termine la reunión del Comité.

6. Si los oradores u otros miembros del público tienen documentos que desean distribuir al Comité para un artículo de la agenda, se les recomienda enviar dichos documentos antes de las

5:00 P.M. el Jueves antes de la reunión a: [WRAPubliccomment@co.monterey.ca.us](mailto:WRAPubliccomment@co.monterey.ca.us). Para ayudar

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antes de la reunión a [WRAPubliccomment@co.monterey.ca.us](mailto:WRAPubliccomment@co.monterey.ca.us) (Si se presenta después de ese

plazo, el personal hará los mejores esfuerzos, pero no puede garantizar que esté disponible su PowerPoint para presentar durante la reunión del Comité).

8. Las personas con discapacidades que deseen solicitar una modificación o modificación razonable para observar o participar en la reunión pueden realizar dicha solicitud enviando un correo electrónico a [WRAPubliccomment@co.monterey.ca.us](mailto:WRAPubliccomment@co.monterey.ca.us). La solicitud debe hacerse a más

tardar el mediodía del Jueves antes de la reunión del Comité para dar tiempo a la Agencia para

que atienda la solicitud .

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

#### Call to Order

The meeting was called to order at 10:00 a.m

#### Roll Call

Present: Mark Gonzalez, Mike LeBarre, Matthew Simis

Absent: John Baillie

**Public Comment**

None

**Committee Member Comments**

None

**Consent Calendar**

**Upon motion by Mark Gonzalez, Second by Mike LeBarre the committee approved the consent Calendar of the Finance Committee meeting.**

**Ayes: Mark Gonzalez, Mike LeBarre, Matthew Simis**

**Noes:None**

**Absent: John Baillie**

1. Approve the Minutes of the Finance Committee held on May 3, 2024.

**Attachments:** [Draft Finance Minutes May 3, 2024.docx](#)

**Scheduled Items**

2. Consider receiving the April 2024 Financials for All Agency Funds.  
(Staff Presenting: Nora Cervantes)

**Attachments:** [FY24 AP10 Financials](#)

**Upon Motion by Mark Gonzalez, Second Mike LeBarre the committee received the Monterey County Water Resources Agency April 2024 Financials for all Agency Funds.**

**Ayes: Mark Gonzalez, Mike LeBarre, Matthew Simis**

**Noes: None**

**Absent: John Baillie**

**Committee Member Comments: Matthew Simis**

**Public Comment: None**

3. Consider recommending that the Board of Directors approve Amendment No. 1 to the Agreement for Services with Michael Frederick Paving to extend the agreement to June 30, 2027 and increase the dollar amount by \$200,000 for a total contract amount not to exceed \$280,000 for on call work at Agency facilities or on Agency lands; and authorize the General Manager to execute the amendment.  
(Staff Presenting: Jason Demers)

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

[Original Agreement for Services](#)

[Amendment No. 1](#)

**Upon Motion by Mark Gonzalez, Second Mike LeBarre the committee approves recommending Amendment No.1 Agreement for Services with Michael Fredrick Paving.**

**Ayes: Mark Gonzalez, Matthew Simis, Mike LeBarre**

**Noes: None**

**Absent: John Baillie**

**Committee Member Comments: Mark Gonzalez, Matthew Simis**

**Public Comments: None**

4. Consider recommending that the Board of Directors authorize the General Manager to enter into Amendment No. 2 to the Subgrant Agreement between the Salinas Valley Basin Groundwater Sustainability Agency and Monterey County Water Resources Agency, related to Grant Agreement Number 4600014638 Sustainable Groundwater Management Act Implementation Grant, to decrease the subgrant eligible fund amount by \$341,000 for a total contract amount not to exceed \$3,480,000; and revise the work plan. (Staff Presenting: Shaunna Murray)

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

[Board Order 22-56 Subgrant with SVBGSA](#)

[Original Subgrant Agreement with SVBGSA](#)

[Subgrant Agreement Amendment No. 1](#)

[MCWRA letter requesting Amendment No. 2](#)

**Upon Motion by Mark Gonzalez, Second Mike LeBarre the committee approves recommending General Manager to enter Amendment No.2 to the Subgrant Agreement between Salinas Valley Basin Groundwater Sustainability Agency and Monterey County Water Resources Agency.**

**Ayes:Mark Gonzalez, Matthew Simis, Mike LeBarre**

**Noes: None**

**Absent: John Baillie**

**Committee Member Comments: Matthew Simis**

**Public Comments: Sarah Hardgrave**

5. Consider authorizing three years of fleet management services for light duty vehicles, in accordance with the approved Enterprise Fleet Management, Inc Master Lease Agreement, for a total amount not to exceed \$765,000.  
(Staff Presenting: Peter Vannerus)

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

[Enterprise Master Lease Agreement](#)

**Upon Motion by Mike LeBarre, Second Mark Gonzalez the committee approves authorizing three years of fleet management services for light duty vehicles in accordance with the approved Enterprise Fleet Management, Inc Master Lease Agreement.**

**Ayes: Mike LeBarre, Matthew Simis, Mark Gonzalez**

**Noes: None**

**Absent: John Baillie**

**Committee Member Comments: Matthew Simis, Mark Gonzalez, Mike LeBarre**  
**Public Comment: None**

**Staff Reports**

6. Fiscal Year 2023-24 Hydroelectric Revenue Summary.  
(Staff Presenting: Nora Cervantes)

**Attachments:** [FY23 FY24 Hydro Revenue](#)

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

**Status Reports**

7. Recycled Water Projects' Water Delivery & Service Charge Account Updates. (Staff Presenting: Nan Kim)

**Attachments:** [Water DS Charge update June 2024 PPT](#)

**Committee Member Comments: Matthew Simis, Mark Gonzalez**  
**Public Comments: None**

**Information Item**

8. Year-To- Date Expense Report Monterey One Water. (Staff Presenting: Nan Kim)

**Attachments:** [M1W YTD expenses thru April 2024](#)

**Committee Member Comments: Mike LeBarre, Matthew Simis, Mark Gonzalez**  
**Public Comments: None**

**Calendar**

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

**Adjournment**

The meeting adjourned at 11:14 a.m.



# County of Monterey

## Board Report

Legistar File Number: WRAFIN 24-062

**Item No.2**

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

August 02, 2024

**Introduced:** 7/26/2024

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WRA Finance Item

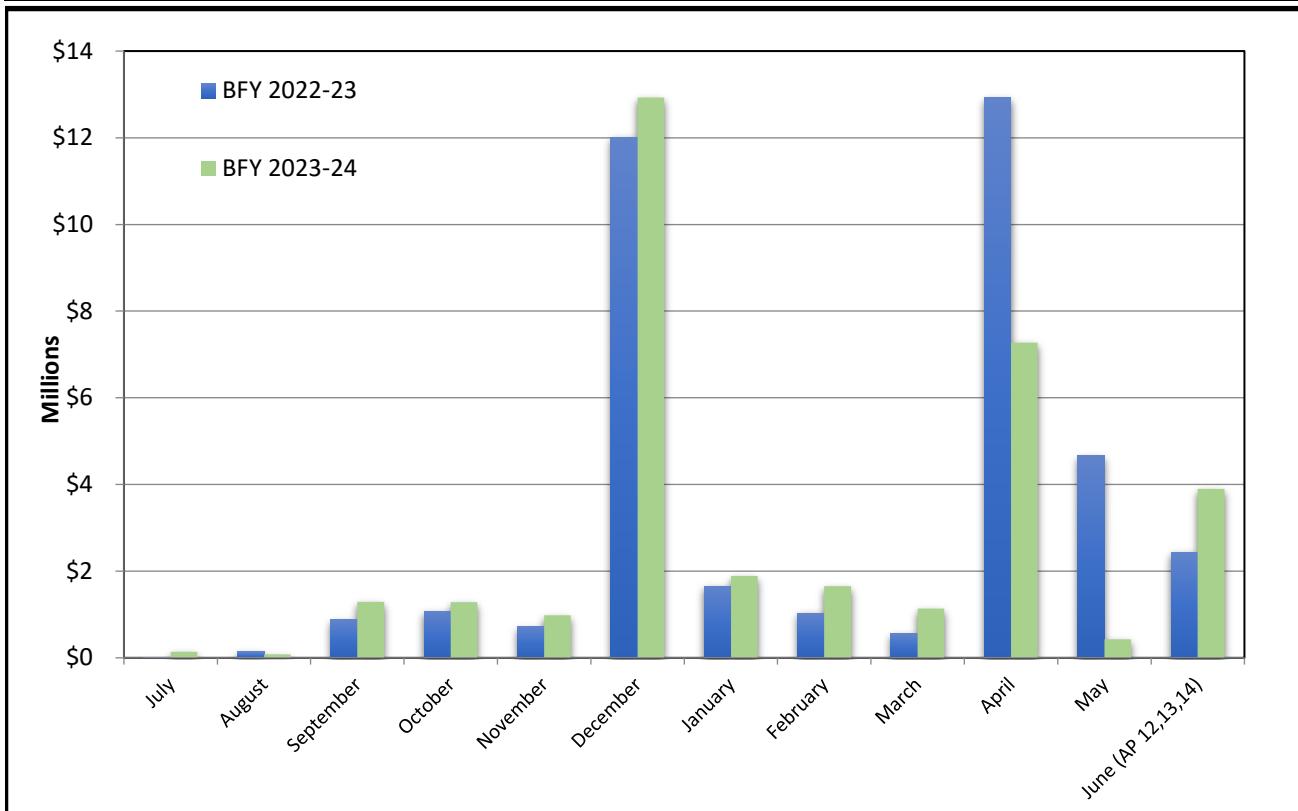
Consider receiving the June 2024 Financials for All Agency Funds.

(Staff Presenting; Nora Cervantes)

**Monterey County  
Water Resources Agency  
FY 2023-24 FINANCIAL STATUS REPORT**

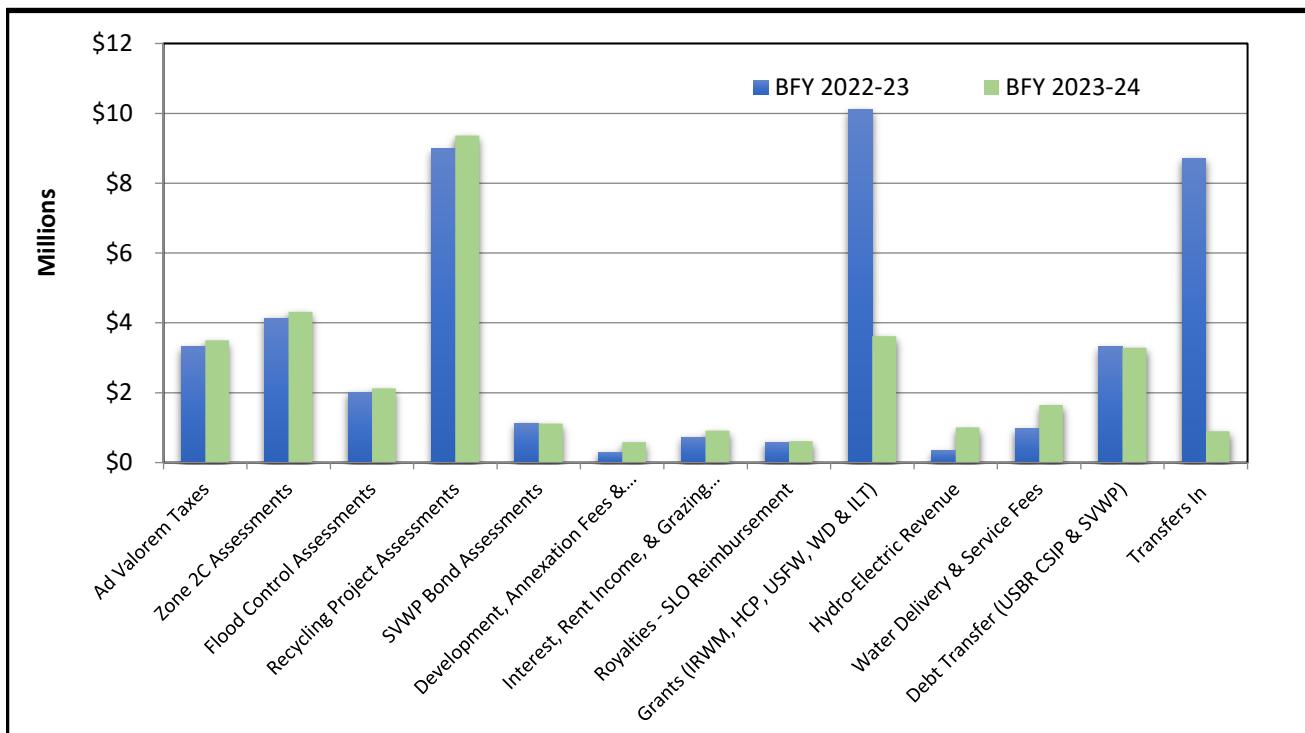
**YTD Actual Revenues**

Month By Month Revenues				
	BFY 2022-23	% Received	BFY 2023-24	% Received
July	6,068	0.0%	136,385	0.3%
August	142,866	0.4%	82,051	0.4%
September	881,004	2.4%	1,293,273	3.0%
October	1,070,731	5.0%	1,286,447	5.6%
November	716,645	6.7%	983,161	7.5%
December	12,004,745	35.0%	12,927,380	33.4%
January	1,646,748	38.9%	1,892,375	37.1%
February	1,032,482	41.3%	1,654,655	40.4%
March	551,031	42.6%	1,138,590	42.7%
April	12,918,961	73.2%	7,270,605	57.2%
May	4,660,203	84.2%	429,258	58.1%
June (AP 12,13,14)	2,431,271	89.9%	3,899,760	65.9%
<b>YEAR TO DATE ACTUAL:</b>	<b>38,062,755</b>	<b>89.9%</b>	<b>32,993,939</b>	<b>65.9%</b>
<b>Budgeted Amount</b>	<b>42,335,652</b>		<b>50,097,830</b>	



**Monterey County**  
**Water Resources Agency**  
**FY 2023-24 FINANCIAL STATUS REPORT**  
**YTD Revenues by Source**

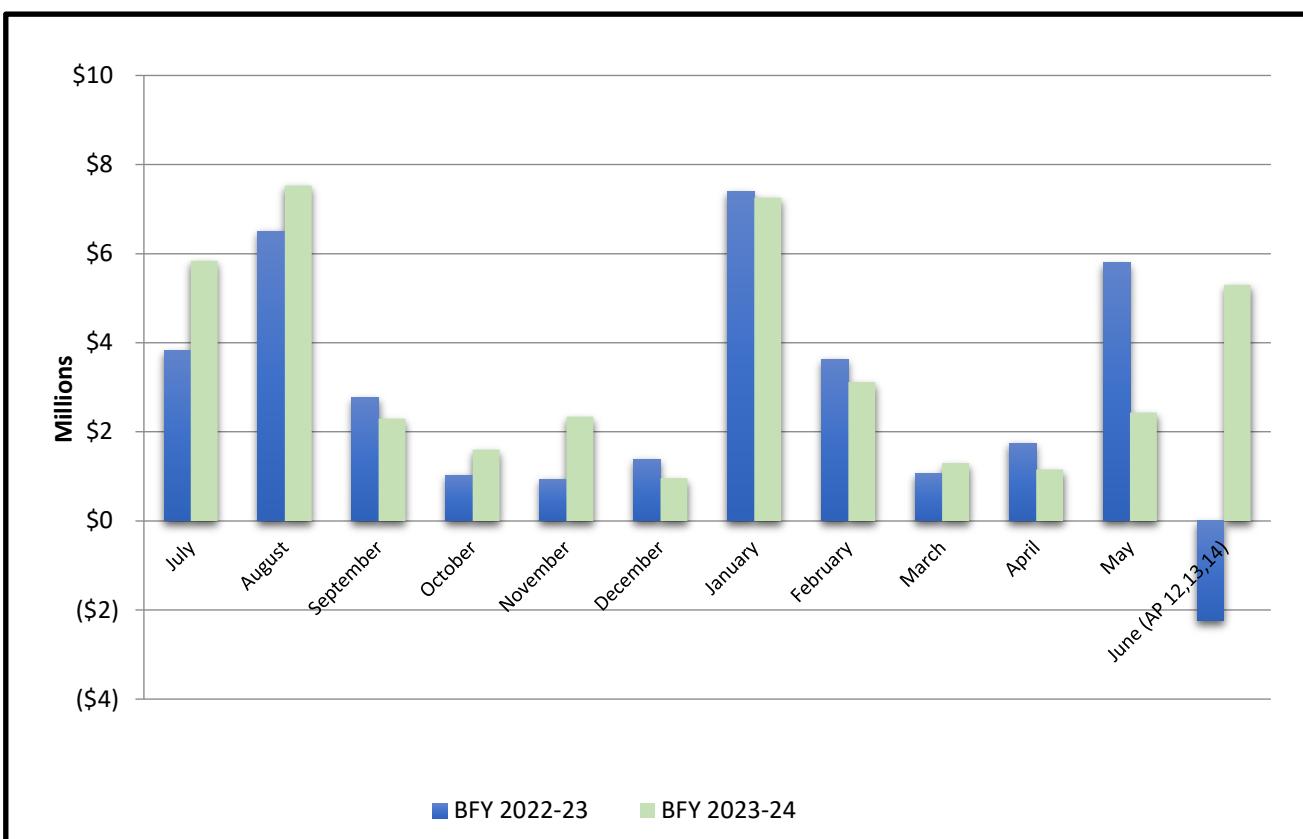
Through Accounting Period 12 - June 30		
	BFY 2022-23	BFY 2023-24
Ad Valorem Taxes	3,313,488	3,496,060
Zone 2C Assessments	4,131,278	4,310,887
Flood Control Assessments	2,020,998	2,123,297
Recycling Project Assessments	8,989,528	9,360,890
SVWP Bond Assessments	1,119,164	1,118,977
Development, Annexation Fees & Other	300,739	587,153
Interest, Rent Income, & Grazing Leases	726,293	918,902
Royalties - SLO Reimbursement	582,468	614,071
Grants (IRWM, HCP, USFW, WD & ILT)	10,095,522	3,618,896
Hydro-Electric Revenue	338,854	1,007,356
Water Delivery & Service Fees	970,473	1,644,983
Debt Transfer (USBR CSIP & SVWP)	3,316,392	3,292,467
Transfers In	8,704,600	900,000
<b>YEAR TO DATE TOTAL:</b>	<b>44,609,797</b>	<b>32,993,939</b>



**Monterey County**  
**Water Resources Agency**  
**BFY 2023-24 FINANCIAL STATUS REPORT**

**YTD Actual Expenditures**

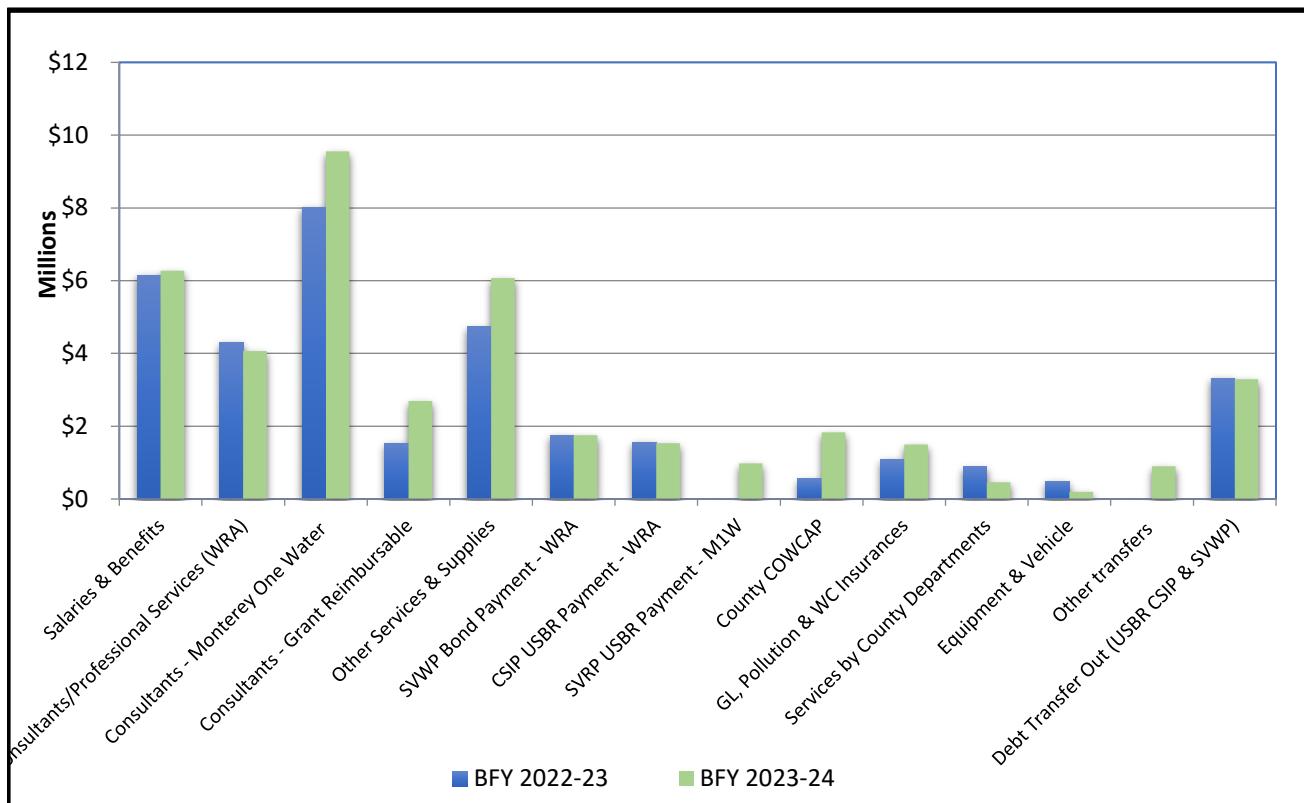
Month By Month Expenditures				
	BFY 2022-23	% Expended	BFY 2023-24	% Expended
July	3,826,260	8.0%	5,838,175	10.6%
August	6,506,256	21.5%	7,527,945	24.4%
September	2,770,110	27.3%	2,295,563	28.5%
October	1,029,596	29.4%	1,601,557	31.5%
November	935,997	31.3%	2,338,606	35.7%
December	1,383,500	34.2%	959,125	37.5%
January	7,396,513	49.6%	7,252,017	50.7%
February	3,634,020	57.2%	3,117,824	56.4%
March	1,060,889	59.4%	1,301,308	58.8%
April	1,743,934	63.0%	1,153,394	60.9%
May	5,791,093	75.0%	2,434,439	65.3%
June (AP 12,13,14)	(2,243,366)	70.4%	5,299,080	75.0%
<b>YEAR TO DATE ACTUAL:</b>	<b>33,834,802</b>	<b>70.4%</b>	<b>41,119,033</b>	<b>75.0%</b>
<b>Budgeted Amount</b>	<b>48,072,295</b>		<b>54,860,209</b>	



**Monterey County**  
**Water Resources Agency**  
**BFY 2023-24 FINANCIAL STATUS REPORT**

**YTD Expenditures by Type**

Through Accounting Period 12 - June 30		
	BFY 2022-23	BFY 2023-24
Salaries & Benefits	6,148,731	6,277,347
Consultants/Professional Services (WRA)	4,305,986	4,064,810
Consultants - Monterey One Water	8,019,596	9,557,314
Consultants - Grant Reimbursable	1,529,711	2,691,566
Other Services & Supplies	4,731,545	6,072,325
SVWP Bond Payment - WRA	1,758,338	1,755,338
CSIP USBR Payment - WRA	1,558,054	1,537,129
SVRP USBR Payment - M1W	-	979,419
County COWCAP	551,357	1,829,892
GL, Pollution & WC Insurances	1,086,163	1,500,908
Services by County Departments	885,748	461,133
Equipment & Vehicle	490,204	199,384
Other transfers	-	900,000
Debt Transfer Out (USBR CSIP & SVWP)	3,316,392	3,292,467
<b>YEAR TO DATE TOTAL:</b>	<b>34,381,824</b>	<b>41,119,033</b>



## BFY 2023-24 WRA Fund Balances

For Month Ending: June 30, 2024

% Monthly Time Elapsed: 100.00%

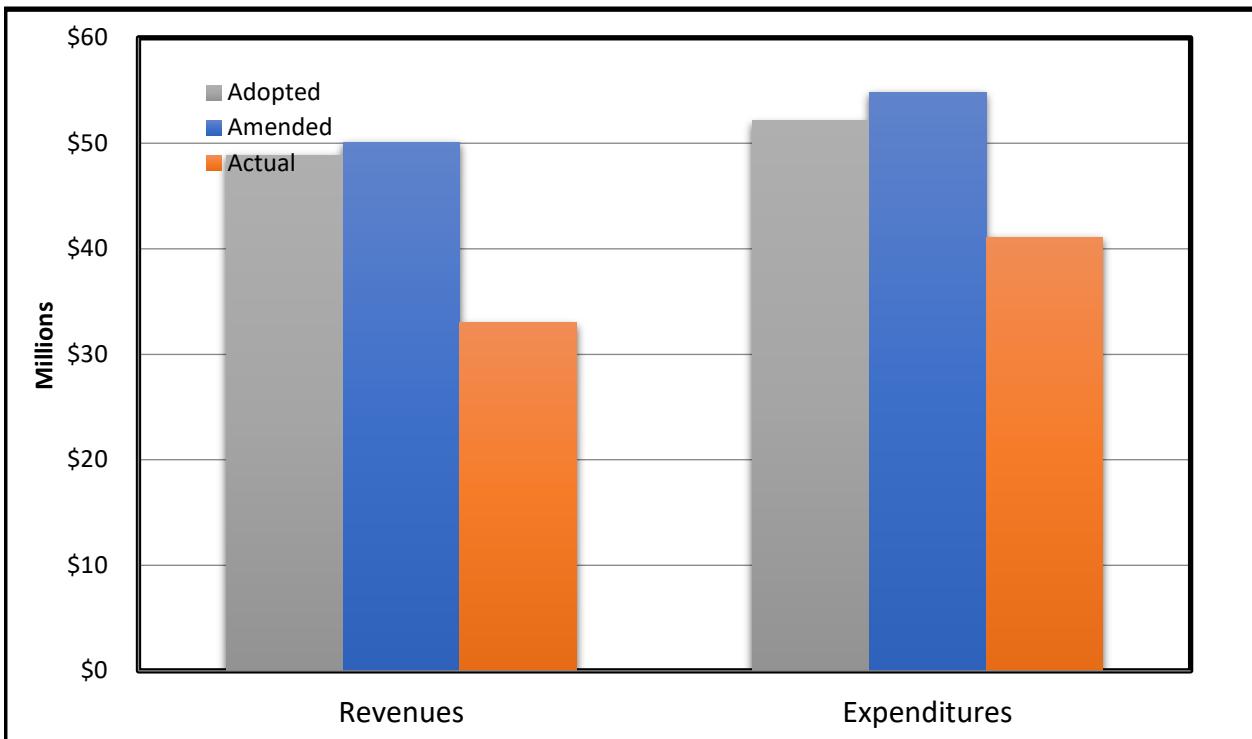
			FY2023-24 Amended BUDGET				YEAR-TO-DATE Actual					
Fund	Unit	Fund Name	Actual Beginning Fund Balance	Adopted Budget Expenditures	Adopted Budget Revenue	Estimated Ending Fund Balance	YTD Actual Expenditures	Percent Budget Expended	YTD Actual Revenue	Percent Budget Received	Estimated Current Fund Balance	Fund
111	8267	WRA Administration	4,310,741	5,374,265	4,909,517	3,845,993	4,848,134	90.2%	4,974,874	101.3%	4,437,482	111
112	8484	Pajaro Levee	1,243,368	3,640,108	2,443,673	46,933	2,643,106	72.6%	2,408,925	98.6%	1,009,186	112
116	8485	Dam Operations	5,057,888	15,024,383	15,548,422	5,581,927	10,240,827	68.2%	6,413,889	41.3%	1,230,949	116
121	8486	Soledad Storm Drain	287,577	147,903	106,435	246,109	81,969	55.4%	86,488	81.3%	292,096	121
122	8487	Reclamation Ditch	1,528,826	2,648,376	2,650,886	1,531,336	2,097,214	79.2%	1,570,524	59.2%	1,002,136	122
124	8488	San Lorenzo Creek	31,644	51,518	47,249	27,375	43,991	85.4%	37,105	78.5%	24,758	124
127	8489	Moro Cojo Slough	596,684	610,407	240,667	226,944	322,063	52.8%	99,934	41.5%	374,556	127
130	8490	Hydro-Electric Ops	1,414,742	975,726	789,656	1,228,672	746,391	76.5%	1,030,183	130.5%	1,698,534	130
131	8491	CSIP Operations	3,247,842	7,908,709	7,527,636	2,866,769	6,307,320	79.8%	5,051,981	67.1%	1,992,502	131
132	8492	SVRP Operations	2,642,341	6,394,009	5,060,202	1,308,534	6,093,685	95.3%	6,059,930	119.8%	2,608,585	132
134	8493	SRDF Operations	3,407,279	6,810,286	5,426,002	2,022,995	3,458,865	50.8%	1,568,139	28.9%	1,516,553	134
303	8267	CSIP Debt Service	770,672	1,668,000	1,668,000	770,672	1,537,129	92.2%	1,537,129	92.2%	770,672	303
313	8494	Debt Services	1,035,749	1,755,338	1,755,338	1,035,749	1,755,338	100.0%	1,756,334	100.1%	1,036,746	313
426	8495	Interlake Tunnel	588,406	1,851,181	1,924,147	661,372	943,000	50.9%	398,505	20.7%	43,911	426
TOTAL:			26,163,759	54,860,209	50,097,830	21,401,380	41,119,033	75.0%	32,993,939	65.9%	18,038,666	

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

For Month Ending: June 30, 2024

**Budget Variance Analysis**

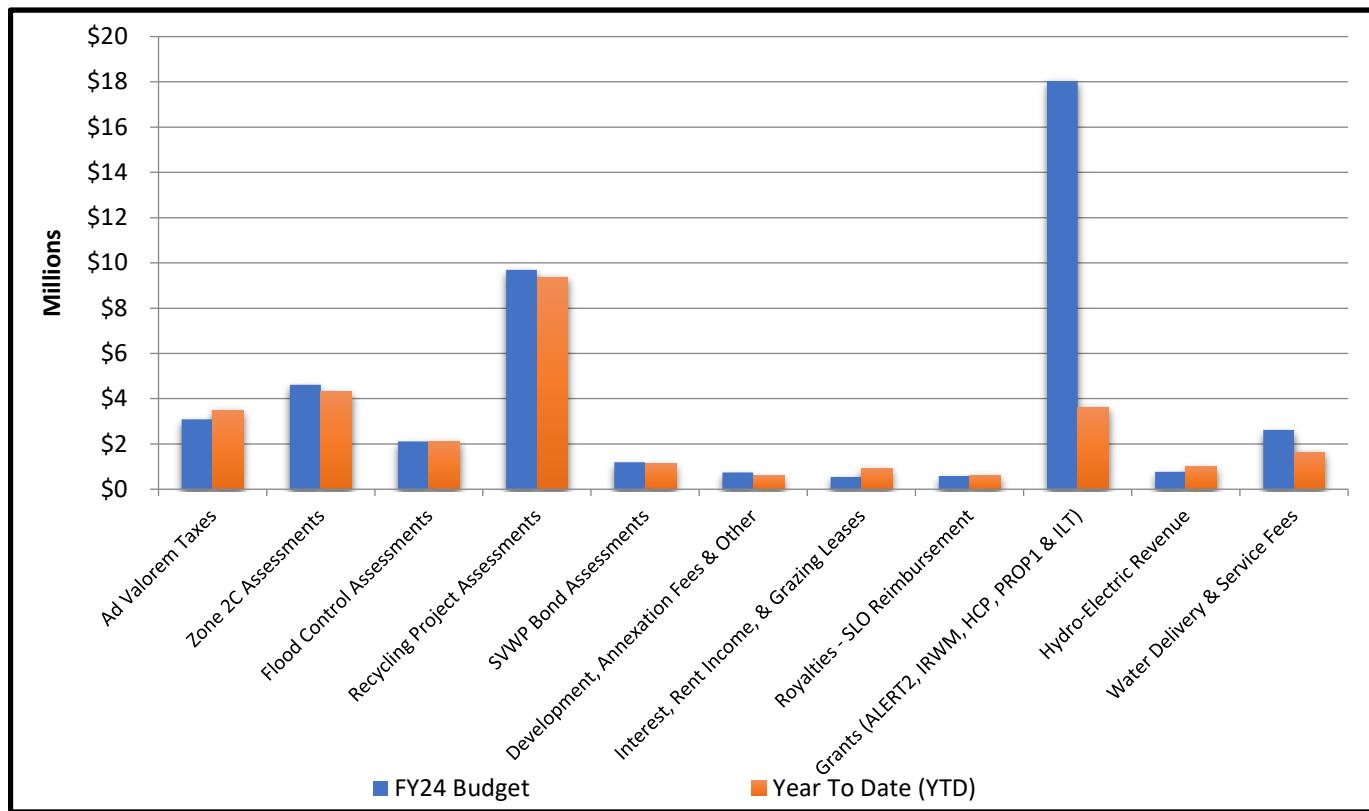
Category	Adopted Budget	Amended Budget	YTD Actual
Beginning Available Fund Balance	26,163,759	26,163,759	26,163,759
Revenues	48,885,830	50,097,830	32,993,939
Expenditures	52,148,209	54,860,209	41,119,033
<b>Ending Available Fund Balance</b>	<b>22,901,380</b>	<b>21,401,380</b>	<b>18,038,666</b>



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

**Revenue Variance**

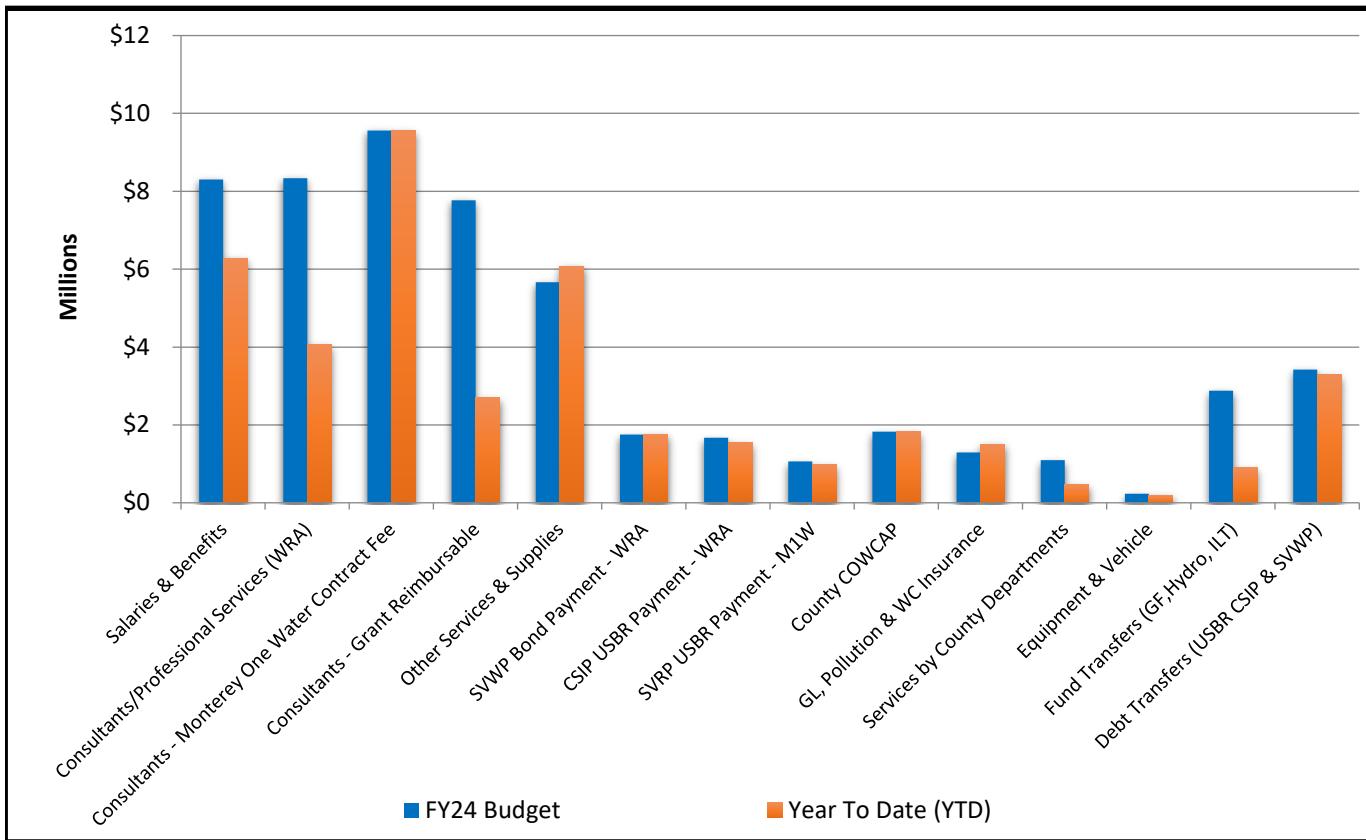
Revenue Variance by Source				
	FY24 Budget	% of Adopted	Year To Date (YTD)	% of YTD vs. Budget
Ad Valorem Taxes	3,084,317	6.2%	3,496,060	113.3%
Zone 2C Assessments	4,619,495	9.2%	4,310,887	93.3%
Flood Control Assessments	2,116,008	4.2%	2,123,297	100.3%
Recycling Project Assessments	9,693,962	19.4%	9,360,890	96.6%
SVWP Bond Assessments	1,199,766	2.4%	1,118,977	93.3%
Development, Annexation Fees & Other	737,619	1.5%	587,153	79.6%
Interest, Rent Income, & Grazing Leases	547,528	1.1%	918,902	167.8%
Royalties - SLO Reimbursement	582,600	1.2%	614,071	105.4%
Grants (ALERT2, IRWM, HCP, PROP1 & ILT)	18,029,290	36.0%	3,618,896	20.1%
Hydro-Electric Revenue	772,856	1.5%	1,007,356	130.3%
Water Delivery & Service Fees	2,621,654	5.2%	1,644,983	62.7%
Transfers In (from other Agency Funds)	2,669,398	5.3%	900,000	33.7%
Debt Transfer (USBR CSIP & SVWP)	3,423,338	6.8%	3,292,467	96.2%
<b>TOTAL:</b>	<b>50,097,830</b>	<b>100.0%</b>	<b>32,993,939</b>	<b>65.9%</b>



**Expenditure Variance**

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

Expenditure Variance by Type				
	FY24 Budget	% of Adopted	Year To Date (YTD)	% of YTD vs. Budget
Salaries & Benefits	8,301,533	15.1%	6,277,347	75.6%
Consultants/Professional Services (WRA)	8,336,361	15.2%	4,064,810	48.8%
Consultants - Monterey One Water Contract Fee	9,557,314	17.4%	9,557,314	100.0%
Consultants - Grant Reimbursable	7,765,716	14.2%	2,691,566	34.7%
Other Services & Supplies	5,660,911	10.3%	6,072,325	107.3%
SVWP Bond Payment - WRA	1,755,338	3.2%	1,755,338	100.0%
CSIP USBR Payment - WRA	1,668,000	3.0%	1,537,129	92.2%
SVRP USBR Payment - M1W	1,063,000	1.9%	979,419	92.1%
County COWCAP	1,828,247	3.3%	1,829,892	100.1%
GL, Pollution & WC Insurance	1,296,068	2.4%	1,500,908	115.8%
Services by County Departments	1,092,504	2.0%	461,133	42.2%
Equipment & Vehicle	230,575	0.4%	199,384	0.0%
Fund Transfers (GF,Hydro, ILT)	2,881,304	5.3%	900,000	31.2%
Debt Transfers (USBR CSIP & SVWP)	3,423,338	6.2%	3,292,467	96.2%
<b>TOTAL:</b>	<b>54,860,209</b>	<b>100.0%</b>	<b>41,119,033</b>	<b>75.0%</b>





# TODAY'S ACTION

Receive the Monterey County  
Water Resources Agency  
BFY 2023-24 Financial Status Report  
through June 30, 2024.



# Monthly Actual Revenues - FY24

Actual Revenues in June 30, 2024      **\$3,899,760**

Revenue Source	Amount
Ad-Valorem	155,242
Assessments	147,581
Permits, Fees and Other Fees	8,133
Interest, Rent Income, & Grazing Leases	4,552
Royalties - SLO Reimbursement	0
Grants (ALERT2, IRWM, HCP, USFW, PROP1 & ILT)	103,409
Hydro-Electric Revenue	19,198
Water Delivery & Service Fees	7,134
Fund Transfers In	0
Other Revenue	162,045
Fund Transfer (Debt Payments)	3,292,467
<b>Total</b>	<b>3,899,760</b>

# YTD Total Revenues - FY24

As of June 30, 2024

**32,993,939**

Revenue Source	Amount	% Received
Ad-Valorem	3,496,060	10.6%
Assessments	16,914,052	51.3%
Permits, Fees and Other Fees	213,849	0.6%
Interest, Rent Income, & Grazing Leases	918,902	2.8%
Royalties - SLO Reimbursement	614,071	1.9%
Grants (ALERT2, IRWM, HCP, USFW, PROP1 & ILT)	3,618,896	11.0%
Hydro-Electric Revenue	1,007,356	3.1%
Water Delivery & Service Fees	1,644,983	5.0%
Fund Transfers In	900,000	2.7%
Other Revenue	373,305	1.1%
Fund Transfer (Debt Payments)	3,292,467	10.0%
<b>Total</b>	<b>32,993,939</b>	

# BFY23 vs BFY24 Actual Revenues

Revenue as of June 30, 2023	44,609,797
as of June 30, 2024	32,993,939
<b>Difference (Decrease)</b>	<b>(\$11,615,858)</b>

Revenue Source	Amount
Ad-Valorem	182,572
Assessments	653,084
Permits, Fees and Other Fees	14,586
Interest, Rent Income, & Grazing Leases	192,609
Royalties - SLO Reimbursement	31,603
Grants (ALERT2, IRWM, HCP, USFW, PROP1 & ILT)	(6,476,625)
Hydro-Electric Revenue	668,502
Water Delivery & Service Fees	674,509
Fund Transfers In	(7,804,600)
Other Revenue	271,827
Fund Transfer (Debt Payments)	(23,925)
<b>Total</b>	<b>(11,615,858)</b>

# Revenue Variance

**Budgeted Revenue** \$50,097,830  
**As of June 30, 2024** \$32,993,939  
**Variance (Shortage)** (\$17,103,891)

Revenue Source	Amount	Reason
Ad-Valorem	411,743	108% received
Assessments	(715,179)	95% received
Permits, Fees and Other Fees	(14,471)	88% received
Interest, Rent Income, & Grazing Leases	371,374	167% received
Royalties - SLO Reimbursement	31,471	105% received
Grants (ALERT2, IRWM, HCP, USFW, PROP1 & ILT)	(14,410,394)	20% received
Hydro-Electric Revenue	234,500	128% received
Water Delivery & Service Fees	(976,671)	63% received
Fund Transfers In	(1,769,398)	34% received
Other Revenue	(135,996)	
Fund Transfer (Debt Payments)	(130,871)	
Total	(17,103,891)	58% budgeted

# Monthly Expenditures - FY24

Expenditures in June 30, 2024 \$5,299,080

Expenditure Source	Amount
Salaries & Benefits	440,310
Consultants/Other Professional Services	(8,389)
Monterey One Water Contract Fee	0
GRANT - Consultants/Professional Services	208,827
SVWP Bond Payment - WRA	0
CSIP USBR Payment - WRA	0
SVRP USBR Payment - M1W	979,419
Other Charges - COWCAP	0
GL & Pollution Insurance	576
County Department Charges	29,200
Other Services and Supplies	395,919
Fixed Assets	(39,249)
Fund Transfer Out	0
Transfer - Debt Payments	3,292,467
<b>Total</b>	<b>5,299,080</b>

# Year To Date Expenditures - FY24

As of June 30, 2024

**\$41,119,033**

Expenditure Source	Amount	% Expended
Salaries & Benefits	\$6,277,347	15%
Consultants/Other Professional Services	\$4,064,810	10%
Monterey One Water Contract Fee	\$9,557,314	23%
GRANT - Consultants/Professional Services	\$2,691,566	7%
SVWP Bond Payment - WRA	\$1,755,338	4%
CSIP USBR Payment - WRA	\$1,537,129	4%
SVRP USBR Payment - M1W	\$979,419	2%
Other Charges - COWCAP	\$1,829,892	4%
GL & Pollution Insurance	\$1,500,908	4%
County Department Charges	\$461,133	1%
Other Services and Supplies	\$6,072,325	15%
Fixed Assets	\$199,384	0%
Fund Transfer Out	\$900,000	2%
Transfer - Debt Payments	\$3,292,467	8%
<b>Total</b>	<b>\$41,119,033</b>	

## BFY23 vs BFY24 Comparison

YTD Expenditures as of June 30, 2023	\$34,381,824
YTD Expenditures as of June 30, 2024	\$41,119,033
<b>Difference (Increase)</b>	<b>\$6,737,208</b>

Expenditure Source	Reason	Amount
Salaries & Benefits	Increase	128,616
Consultants/Other Professional Services	Decrease	(241,175)
Monterey One Water Contract Fee	Increase	1,537,718
GRANT - Consultants/Professional Services	Increase	1,161,855
SVWP Bond Payment - WRA	Decrease	(3,000)
CSIP USBR Payment - WRA	Decrease	(20,925)
SVRP USBR Payment - M1W	Increase	979,419
Other Charges - COWCAP	Increase	1,278,535
GL & Pollution Insurance	Increase	414,745
County Department Charges	Decrease	(424,615)
Other Services and Supplies	Increase	1,340,781
Fixed Assets	Decrease	(290,820)
Fund Transfer Out	Increase	900,000
Transfer - Debt Payments	Decrease	(23,925)
<b>Total</b>	<b>Increase</b>	<b>6,737,208</b>

## Notable Expense For Consultants/Other Professional Services

<b>Expenditures as of June 30, 2023</b>	<b>\$4,305,986</b>
<b>Total YTD Expenditures as of June 30, 2024</b>	<b>\$4,064,810</b>
<b>Difference (Decrease)</b>	<b>(\$241,175)</b>

Expenditure Source	FY 2023	FY 2024	Variance	Note
FUND 111	\$594,139	\$450,834	(143,305)	FY23 Salinas River Emergency Protective Measures
FUND 112	\$79,731	\$164,304	84,574	FY24 Pajaro Force Main Relocation Project Reimb.
FUND 116	\$2,806,850	\$1,873,665	(933,185)	Naci Emergency Repair Svcs.
FUND 121	\$191	\$155	(36)	Property Tax Admin Fees
FUND 122	\$106,970	\$179,638	72,668	Santa Rita Pump station repair
FUND 124	\$16,084	\$21,071	4,987	US Geo-water investigation
FUND 127	\$11,600	\$82,886	71,286	Moss landing tide gate repair
FUND 130	\$175,490	\$198,135	22,645	Hydroplant maintenance
FUND 131	\$341,384	\$444,014	102,629	CSIP well & pump maint; M1W Auditing Svcs.
FUND 132	\$0	\$30,224	30,224	M1W Auditing Svcs.
FUND 134	\$173,546	\$619,883	446,337	SRDF hydraulic modeling Svcs.; M1W Auditing Svcs.
Total	<b>\$4,305,986</b>	<b>\$4,064,810</b>	<b>(241,175)</b>	

# Expenditure Variance

<b>Budgeted Expenditures</b>	<b>\$54,860,209</b>
<b>YTD Expenditures as of June 30, 2024</b>	<b>\$41,119,033</b>
<b>Difference (Shortage)</b>	<b>(\$13,741,176)</b>

Expenditure Source	Amount	Note
Salaries & Benefits	(2,024,186)	76% budgeted
Consultants/Other Professional Services	(4,271,551)	49% budgeted
Monterey One Water Contract Fee	0	100.0% budgeted
GRANT - Consultants/Professional Services	(5,074,150)	35% budgeted
SVWP Bond Payment - WRA	(1)	
CSIP USBR Payment - WRA	(130,871)	Lower than budgeted
SVRP USBR Payment - M1W	(83,581)	Lower than budgeted
Other Charges - COWCAP	1,645	
GL & Pollution Insurance	204,840	116% over budgeted
County Department Charges	(631,371)	42% & clearing account
Other Services and Supplies	411,414	107% budgeted
Fixed Assets	(31,191)	
Fund Transfer Out	(1,981,304)	remaining Year End transfer
Transfer - Debt Payments	(130,871)	CSIP USBR payment saving
Total	(13,741,176)	75% Budgeted

# Grants Revenue & Expenditures

Adopted vs YTD Revenue and Expenditures as of June 30, 2024

Grant Name	Rev Budget	Actual Rev	YTD Rev Total	Variance %	Exp Budget	Actual Exp	YTD Exp Total	Variance %
SVBGSA GRANT	3,215,500	33,764	1,431,783	44.5%	2,180,000	8,124	53,647	2.5%
PAJARO COASTAL WATERSHED & SUBVENTIONS	492,500		658,500	133.7%	0			0.0%
NACIMENTO DAM PROJECTS	6,163,000		0	0.0%	0	19,782	71,505	0.0%
IRWMP	500,000		0	0.0%	500,000	18,796	74,092	14.8%
HCP 19	677,000		512,749	75.7%	677,000	107,233	543,031	80.2%
HCP 21	852,000		37,808	4.4%	852,000	44,891	90,698	10.6%
CalOES/Dsod SAN ANTONIO	130,000		0	0.0%	0			0.0%
NFWF Grant	75,000		77,270	103.0%	75,000		133,712	178.3%
CITY OF SALINAS (ERF)	123,000	66,173	172,886	140.6%	0			0.0%
PROP 1 WELL DESTRUCTION	1,447,121	3,472	363,292	25.1%	2,500,000	10,000	1,010,743	40.4%
INTERLAKE TUNNEL PROJECT	1,916,419		364,608	19.0%	981,716		714,139	72.7%
FEMA /FEDERAL AID	2,437,750		0	0.0%	0			0.0%
Total	18,029,290	103,409	3,618,896	20.1%	7,765,716	208,827	2,691,566	34.7%

## BFY 2023-24 WRA Fund Balances

For Month Ending: June 30, 2024

% Monthly Time Elapsed: 100.00%

			FY2023-24 Amended BUDGET				YEAR-TO-DATE Actual					
Fund	Unit	Fund Name	Actual Beginning Fund Balance	Adopted Budget Expenditures	Adopted Budget Revenue	Estimated Ending Fund Balance	YTD Actual Expenditures	Percent Budget Expended	YTD Actual Revenue	Percent Budget Received	Estimated Current Fund Balance	Fund
111	8267	WRA Administration	4,310,741	5,374,265	4,909,517	3,845,993	4,848,134	90.2%	4,974,874	101.3%	4,437,482	111
112	8484	Pajaro Levee	1,243,368	3,640,108	2,443,673	46,933	2,643,106	72.6%	2,408,925	98.6%	1,009,186	112
116	8485	Dam Operations	5,057,888	15,024,383	15,548,422	5,581,927	10,240,827	68.2%	6,413,889	41.3%	1,230,949	116
121	8486	Soledad Storm Drain	287,577	147,903	106,435	246,109	81,969	55.4%	86,488	81.3%	292,096	121
122	8487	Reclamation Ditch	1,528,826	2,648,376	2,650,886	1,531,336	2,097,214	79.2%	1,570,524	59.2%	1,002,136	122
124	8488	San Lorenzo Creek	31,644	51,518	47,249	27,375	43,991	85.4%	37,105	78.5%	24,758	124
127	8489	Moro Cojo Slough	596,684	610,407	240,667	226,944	322,063	52.8%	99,934	41.5%	374,556	127
130	8490	Hydro-Electric Ops	1,414,742	975,726	789,656	1,228,672	746,391	76.5%	1,030,183	130.5%	1,698,534	130
131	8491	CSIP Operations	3,247,842	7,908,709	7,527,636	2,866,769	6,307,320	79.8%	5,051,981	67.1%	1,992,502	131
132	8492	SVRP Operations	2,642,341	6,394,009	5,060,202	1,308,534	6,093,685	95.3%	6,059,930	119.8%	2,608,585	132
134	8493	SRDF Operations	3,407,279	6,810,286	5,426,002	2,022,995	3,458,865	50.8%	1,568,139	28.9%	1,516,553	134
303	8267	CSIP Debt Service	770,672	1,668,000	1,668,000	770,672	1,537,129	92.2%	1,537,129	92.2%	770,672	303
313	8494	Debt Services	1,035,749	1,755,338	1,755,338	1,035,749	1,755,338	100.0%	1,756,334	100.1%	1,036,746	313
426	8495	Interlake Tunnel	588,406	1,851,181	1,924,147	661,372	943,000	50.9%	398,505	20.7%	43,911	426
TOTAL:			26,163,759	54,860,209	50,097,830	21,401,380	41,119,033	75.0%	32,993,939	65.9%	18,038,666	



# TODAY'S ACTION

Receive the Monterey County  
Water Resources Agency  
BFY 2023-24 Financial Status Report  
through June 30, 2024.







# County of Monterey

**Item No.3**

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

## Board Report

Legistar File Number: WRAFIN 24-063

August 02, 2024

**Introduced:** 7/26/2024

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WRA Finance Item

Consider recommending that the Board of Directors approve Amendment No. 1 to the Agreement for Services with TCB Industrial, Inc., to increase the dollar amount by \$265,000 for a total contract amount not-to-exceed \$365,000 to refurbish Unit 2 for the Nacimiento Dam Hydroelectric Power Plant, and to provide power plant repair services as-needed; and authorize the General Manager to execute the amendment. (Staff Presenting: Manuel Saavedra)

**RECOMMENDATION:**

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

Consider recommending that the Board of Directors approve Amendment No. 1 to the Agreement for Services with TCB Industrial, Inc., to increase the dollar amount by \$265,000 for a total contract amount not-to-exceed \$365,000 to refurbish Unit 2 for the Nacimiento Dam Hydroelectric Power Plant, and to provide power plant repair services as-needed; and authorize the General Manager to execute the amendment.

**SUMMARY/DISCUSSION:**

On April 25, 2024, the Monterey County Water Resources Agency (Agency) entered into an Agreement for Services with TCB Industrial, Inc. (TCB), for an amount of \$100,000 to refurbish the Nacimiento Dam hydroelectric power plant's small generator (Unit 2).

On February 19, 2024, the generator for Unit 2 failed due to an electrical fault, testing results indicated an overhaul of the generator was required to restore working condition. In addition, the unit's turbine has mechanical wear and impacting efficiency, the turbine was last overhauled in 2003. Cost estimates to repair both the generator and turbine were solicited to reduce mobilization costs and interruptions to power plant operations. Based on cost and experience criteria, TCB was selected to perform the overhaul work. This project is considered "maintenance work" and does not require a formal bidding process.

Due to the large capital cost and budgetary constraints, the completion of the scope of work was phased out in two budget years to spread the repair costs. Phase 1 was completed in FY 2023-2024, and Phase 2 is to be completed in FY 2024-2025.

- Phase 1: included the dismantling and removal of Unit 2 from the powerhouse and refurbishment of the generator. The cost to complete Phase 1 was \$48,325.

- Phase 2: includes overhaul of the turbine, re-installation, and commissioning of Unit 2. Estimated cost to complete Phase 2 is \$282,997.

The purpose of Amendment No. 1 is to increase the total contract amount by an additional \$265,000 for a total amount not-to-exceed \$365,000 to complete Phase 2 of the project, and to provide \$33,678 for as-need electrical and mechanical repair services.

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

Funds for this amendment will be from Fund 130: Hydroelectric Plant Operations and Maintenance.

Prepared by: Manuel Saavedra, Associate Water Resources Engineer, (831) 755-4860

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

Attachments:

1. Amendment No. 1.
2. Original Agreement for Services.



# County of Monterey

## Board Report

Legistar File Number: WRAFIN 24-063

Item No.

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

August 02, 2024

Introduced: 7/26/2024

Current Status: Agenda Ready

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**RECOMMENDATION:**

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

Consider recommending that the Board of Directors approve Amendment No. 1 to the Agreement for Services with TCB Industrial, Inc., to increase the dollar amount by \$265,000 for a total contract amount not-to-exceed \$365,000 to refurbish Unit 2 for the Nacimiento Dam Hydroelectric Power Plant, and to provide power plant repair services as-needed; and authorize the General Manager to execute the amendment.

**SUMMARY/DISCUSSION:**

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On February 19, 2024, the generator for Unit 2 failed due to an electrical fault, testing results indicated an overhaul of the generator was required to restore working condition. In addition, the unit's turbine has mechanical wear and impacting efficiency, the turbine was last overhauled in 2003. Cost estimates to repair both the generator and turbine were solicited to reduce mobilization costs and interruptions to power plant operations. Based on cost and experience criteria, TCB was selected to perform the overhaul work. This project is considered "maintenance work" and does not require a formal bidding process.

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The purpose of Amendment No. 1 is to increase the total contract amount by an additional \$265,000 for a total amount not-to-exceed \$365,000 to complete Phase 2 of the project, and to provide \$33,678 for as-need electrical and mechanical repair services.

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

Funds for this amendment will be from Fund 130: Hydroelectric Plant Operations and Maintenance.

Prepared by: Manuel Saavedra, Associate Water Resources Engineer, (831) 755-4860

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

Attachments:

1. Amendment No. 1.
2. Original Agreement for Services.

**AMENDMENT NO. 1 TO  
AGREEMENT FOR SERVICES  
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND  
TCB INDUSTRIAL, INC.**

**THIS AMENDMENT NO. 1** to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, "Agency") and TCB Industrial, Inc., (hereinafter, "CONTRACTOR") is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and CONTRACTOR are referred to as the "Parties").

**WHEREAS**, CONTRACTOR entered into an Agreement for Services with the Agency on April 25, 2024 (hereinafter, "Agreement").

**WHEREAS**, the Parties wish to amend the Agreement with a dollar increase of \$265,000.00 for a total contract amount not to exceed \$365,000.00 to continue providing services identified in the Agreement.

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

1. Amend Section 3, "Payment to CONTRACTOR; maximum liability" to read as follows:

Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is **Three hundred sixty-five dollars and no cents (\$365,000.00)**.

Original Agreement: \$ 100,000.00

Amendment No. 1: \$ 265,000.00

Not to exceed total: \$ 365,000.00

2. All other terms and conditions of the Agreement remain unchanged and in full force.
3. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment No. 1 to the Agreement as of the day and year written below:

**MONTEREY COUNTY WATER  
RESOURCES AGENCY**

By: \_\_\_\_\_  
Ara Azhderian, General Manager

Date: \_\_\_\_\_

**Approved as to Form and Legality  
Office of the County Counsel**

By: \_\_\_\_\_  
Assistant County Counsel

Date: \_\_\_\_\_

**Approved as to Fiscal Provisions**

By: \_\_\_\_\_  
Auditor-Controller

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Administrative Analyst

Date: \_\_\_\_\_

**Approved as to Indemnity, Insurance Provisions**

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

**CONTRACTOR: TCB Industrial, Inc.**

By: \_\_\_\_\_  
(Signature of Chair, President, or Vice President)

Title: \_\_\_\_\_  
(Print Name and Title)

Date: \_\_\_\_\_

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

Title: \_\_\_\_\_  
(Print Name and Title)

Date: \_\_\_\_\_

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

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

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

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

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

Perform refurbishment of the Unit 2 generator and turbine for the Nacimiento Dam Hydroelectric power plant, provide as needed hydroelectric power plant repair services
  - (b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
  - (c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
  - (d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.
2. **Term of Agreement.** The term of this Agreement shall begin on April 8, 2024, by CONTRACTOR and Agency, and will terminate on December 31, 2027, unless earlier terminated as provided herein.

3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is One Hundred Thousand Dollars \_\_\_\_\_, (\$100,000.00 \_\_\_\_\_).

4. Monthly Invoices by CONTRACTOR; Payment.

- (a) CONTRACTOR shall submit to Agency an invoice, in a format approved by Agency, setting forth the amounts claimed by CONTRACTOR, together with an itemized basis for such amounts, and setting forth such other pertinent information Agency may require. CONTRACTOR shall submit such invoice monthly or as agreed by Agency, but in no event shall such invoice be submitted later than 30 days after completion of CONTRACTOR's work hereunder. Agency shall certify the claim if it complies with this contract and shall promptly submit such claim to the Monterey County Auditor-Controller, who shall pay the certified amount within 30 days after receiving the invoice certified by Agency. It is understood and agreed that CONTRACTOR shall complete all work described in Exhibit A for an amount not exceeding that set forth above, notwithstanding CONTRACTOR's submission of periodic invoices.
- (b) CONTRACTOR shall submit to Agency an invoice via email to [WRAAccountsPayable@co.monterey.ca.us](mailto:WRAAccountsPayable@co.monterey.ca.us) and to the Contract Administrator Section 26.
- (c) CONTRACTOR agrees that Agency may withhold five percent (5%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to Agency.
- (d) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.
- (e) CONTRACTOR shall not be reimbursed for travel expenses unless expressly approved in writing in accordance with this Agreement.

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

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

6. Insurance.

6.1 Evidence of Coverage:

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

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

6.2 Qualifying Insurers:

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

6.3 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

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

#### 6.4 Other Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Scott Gomez

---

Agency's designated administrator of this Agreement shall be:

Manuel Saavedra

---

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

<b>TO AGENCY</b>	<b>TO CONTRACTOR</b>
Name: Manuel Saavedra	Name: Scott Gomez
Address: 1441 Schilling Pl., Salinas, CA 93901	Address: 2955 Farrar Ave., Modesto, CA 95354
Telephone: 831.755.4860	Telephone: 209.571.0569
Fax:	Fax:
E-Mail: saavedram@co.monterey.ca.us	E-Mail: sgomez@tcbindustrial.net

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

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

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

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

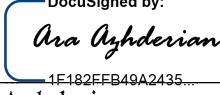
Exhibit A - Scope of Work/ Work Schedule  
Exhibit B - Fee Schedule

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

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

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

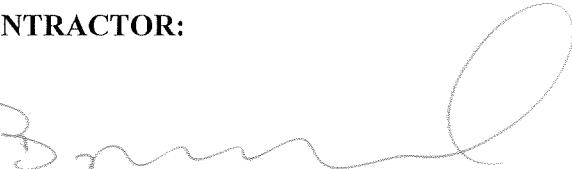
**MONTEREY COUNTY WATER  
RESOURCES AGENCY:**

BY:   
1F182FFB49A2435

Ara Azhderian  
General Manager

Date: 4/25/2024 | 8:47 AM PDT

**CONTRACTOR:**

BY: 

Type Name: Bryan Martin

Title: Vice President

Date: 4-10-24

BY:

Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

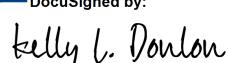
Date: \_\_\_\_\_

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

( \_\_\_\_\_ )  
Agreement/Amendment No # ( \_\_\_\_\_ )

\* \* \* \* \*

Approved as to form <sup>1</sup>:

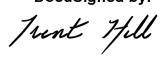
DocuSigned by:  
  
Kelly L. Donlon  
22D690CA05A940B  
Assistant County Counsel

Dated: 4/19/2024 | 10:36 AM PDT

County Counsel – Risk Manager:

Dated: \_\_\_\_\_

Approved as to fiscal provisions:

DocuSigned by:  
  
Trent Hill  
30922505678A4ED  
Administrative Analyst

Dated: 4/24/2024 | 3:56 PM PDT

Auditor-Controller <sup>2</sup>:

Dated: 4/19/2024 | 3:21 PM PDT

DocuSigned by:  
  
Patricia Ruiz  
E79EF64E57454F6

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

<sup>2</sup> Approval by Auditor-Controller is required

## EXHIBIT A

### SCOPE OF WORK/WORK SCHEDULE

#### SCOPE OF WORK:

CONTRACTOR will provide the following description of work related to the refurbishment of the Unit 2 generator and turbine for the Nacimiento Dam Hydroelectric Power Plant, and as-needed hydroelectric power plant repair services in accordance with the Payment Provisions listed in Exhibit B:

#### PHASE 1: Removal and Disassembly of Generator and Turbine.

1. Mobilization.
2. Conduct site specific safety training and stage tooling in designated areas.
3. Sign onto applicable LOTO clearances.
4. Record as-found dimensions and provide data sheets for Agency for documentation and review.
5. Match mark components in preparation of disassembly.
6. Uncouple the generator from the turbine shaft and remove.
7. Load generator on truck and ship to Ideal Electric (subCONTRACTOR) for refurbishment.
8. Refurbishment of generator (by subCONTRACTOR): Complete dismantle, chemically clean stator and rotor, inspect, and repair electrical and mechanical components, including all shaft journals. Check rotor, windings, stabilization components to include wedges, field pole assemblies, perform Total Indicated Run Out. Install new bearings, secondary VPI treatment and baking. Provide final inspection report (will include as-found and repaired conditions), and test run prior to shipping to facility.
9. Rewind of Generator (OPTIONAL - Only if required).
10. Unbolt turbine assembly from the upstream intake pipe flange and base plate.
11. Pull turbine unit and trip to top deck.
12. Supply and install cover for exposed chase to tail race.
13. Rig turbine unit out of powerhouse and stage.
14. Load turbine and transport to Refurbishment Shop.

#### PHASE 2: Refurbishment and Installation of Generator and Turbine (To be completed after July 1, 2024).

15. Complete disassembly of turbine unit and assessment of internal components.
16. Record all found dimensions and clearances on turbine components.
17. Create data sheets for turbine components and provide to Agency for review.
18. Develop detailed refurbishment plans based off the as found conditions of the components.
19. Machine new turbine components and install.
20. Provide data sheets to Agency of as machined dimensions and As-Built drawings.
21. Blast and paint coat the exterior and accessible interior components of the turbine prior to returning to site.
22. Transport turbine back to site for reassembly.
23. Off load truck and rig into top deck of powerhouse.
24. Trip to the vertical position and install.
25. Connect upstream flange with new gaskets and hardware.
26. Deliver newly refurbished generator.
27. Offload generator and rig to top deck of powerhouse.
28. Rig generator and install on top of turbine.
29. Roto-Line will be performed prior to coupling and data will be submitted to Agency for review.
30. If generator needs to be shimmed or shifted, CONTRACTOR to re-dowel generator to turbine mounting flange.
31. Provide start-up support.
32. Site clean-up and demobilization.

Project ID:

## EXHIBIT A

### SCOPE OF WORK/WORK SCHEDULE

#### SCOPE OF WORK:

##### Project Clarifications:

- Hydroelectric power plant consultant time is included for two shifts: One shift for disassembly and one shift for reassembly.
- CONTRACTOR will provide a 2-person crew for three (3) days to support the start-up activities on site.
- subCONTRACTOR (Ideal Electric) will provide three (3) days of on site installation assistance and oversight for commissioning of the unit after installation by CONTRACTOR, and will provide connections to the connection box.
- Machine shop work to repair all bushings/linkage/hardware is included in the price total for the scope of work, except materials for bushings or component purchasing.

#### WORK SCHEDULE:

- CONTRACTOR will begin and complete performance of services within the timeline provided by the Agency. In setting the timeline for performance, the Agency will first consult with and consider CONTRACTOR's feedback.

Project ID:

TCB Industrial, Inc

## EXHIBIT B

### PAYMENT PROVISIONS

CONTRACTOR shall be compensated for the work as set forth in the Scope of Work as follows:

PHASE 1: Removal and Disassembly of Generator and Turbine.

CONTRACTOR will complete Phase 1 scope of work for a Fixed Price of Forty-Eight Thousand Three Hundred Twenty-Five Dollars (\$48,325.00). The proposed price includes all applicable state and federal taxes.

PHASE 2: Refurbishment and Installation of Generator and Turbine.

CONTRACTOR will complete the Phase 2 scope of work for a Fixed Price of Two Hundred Eighty-Two Thousand Nine Hundred Ninety-Seven Dollars (\$282,997.00). The proposed price includes all applicable state and federal taxes.

NOTE:

Work performed by CONTRACTOR outside the scope of work for Phase 1 and 2 shall be billed in accordance with the Time and Materials rates shown in Exhibit B.

Project ID:

TCB Industrial, Inc  
331

## EXHIBIT B

## PAYMENT PROVISIONS

CONTRACTOR shall be compensated for as-needed hydroelectric power plant repair services on a Time and Materials basis in accordance with the Fee Schedule shown below:

## TCB Industrial, Inc. - Billing Rates

T&M Rates effective: 7/1/23 to 6/30/24

Classification	ST	OT	DT	Classification	ST	OT	DT
Shop Support	\$158	\$208	\$259	**Pipefitters: Journeyman	\$146	\$197	\$248
Draftsman / Detailer	\$115	\$173	\$230	**Pipefitters: Foreman	\$168	\$231	\$294
Project Manager	\$207	\$282	\$357	**Pipefitters: General Foreman	\$178	\$246	\$314
Millwrights: Journeyman	\$163	\$216	\$269	Confined Space Rescue	\$132	\$176	\$220
Millwrights: Foreman	\$173	\$231	\$289	Project Administrator	\$106	\$158	\$211
Millwrights: Gen. Foreman	\$179	\$241	\$302				
Millwrights: Superintendent	\$186	\$251	\$315				
Carpenters: Journeyman	\$156	\$208	\$259				
Carpenters: Foreman	\$167	\$223	\$279				
Carpenters: General Foreman	\$189	\$257	\$324				
Carpenters: Superintendent	\$216	\$297	\$378				

If job requires a 2nd shift each rate will increase by \$3 an hour.

If job requires a 3rd shift each rate will increase by \$3.25 an hour.

Truck \$130 per day. Fuel will be charged at a rate of .70 cents per mile. Due to fuel fluctuation surcharge may apply. Confined Space Rescue Equipment Trailer \$500 per day

## PLEASE NOTE:

\*All labor and equipment are subject to availability at time required.

\*Quoted labor rates include hourly pay and fringe benefits as dictated by current union agreements.

\*Most rates are subject to re-negotiation and revision on or about 6/30.

\*\*Pipefitters are subject to renegotiation and revision on or about 6/30 and 12/31.

\*Sub-contractors, materials, and third party rentals shall be billed at cost plus 15%.

## \*Rate Conditions

Normal workday and normal workweek are defined as eight (8) consecutive hours and five (5) consecutive normal workdays.

**UA Pipe Fitters:** Straight time rates apply for the first eight hours worked Monday through Friday. Overtime premiums (1.5T) apply between hours eight and ten Monday through Friday and between hours one and ten Saturday. Double time premiums (2T) apply after hour Ten Monday through Friday, after hour Ten on Saturday and all day on Sunday and Holidays.

**Other Crafts:** Straight time rates apply for the first eight hours worked Monday through Friday. Overtime premiums (1.5T) apply between hours eight and Twelve Monday through Friday and between hours one and Twelve Saturday. Double time premiums (2T) apply after hour Twelve Monday through Friday, after hour Twelve on Saturday and all day on Sunday and Holidays.

Demand rates apply to emergency services that require a response within 24 hours and are billed at 1.5 x Applicable Rate.

**\*Travel Time / Room and Board Living Expenses** - These charges may apply if the worksite is over 150 miles round trip at straight time each way from TCB Industrial's corporate office in Modesto, CA. Travel time shall be billed hourly at established labor rates. Room and board expenses shall be calculated by location.

**\*Minimum Charges** - Minimum show up time is 8 hours plus travel time depending on location.

Project ID:

TCB Industrial, Inc <sub>332</sub>



# County of Monterey

## Board Report

Legistar File Number: WRAFIN 24-064

**Item No.4**

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

August 07, 2024

**Introduced:** 7/26/2024

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WRA Finance Item

Fiscal Year 2023-24 Hydroelectric Revenue Summary.

(Staff Presenting: Nora Cervantes)

# HYDROELECTRIC REVENUE

JULY 2022 - JUNE 2023 (FY 2022-2023)

Month	Energy Amount (\$84.49/MWh in 2022; \$85.75/MWh in 2023)	Energy Generated MWh	Billed Date	CR#	Received Date	Imbalance Energy Reconciliation	RECs Generated	Total Revenue
July, 2022	\$1,837.10	21.743	11/30/2022	179650	4/18/2023	(\$84.16)	22	\$1,752.94
August, 2022	\$0.00						0	\$0.00
September, 2022	\$0.00						0	\$0.00
October, 2022	\$0.00						0	\$0.00
November, 2022	\$0.00						0	\$0.00
December, 2022	\$47.24	0.559	4/4/2023	180286	5/2/2023	\$1,615.42	1	\$1,662.66
January, 2023	\$145,526.90	1,697.11	5/10/2023	181767	6/6/2023	(\$19,447.47)	1,697	\$126,079.43
February, 2023	\$157,228.48	1,833.72	6/8/2023	CRA10916	7/6/2023	\$2,856.21	1,834	\$160,084.69
March, 2023	\$203,086.17	2,368.35	7/13/2023	CRA11240	8/10/2023	(\$5,659.73)	2,368	\$197,426.44
April, 2023	\$94,378.89	1,100.63	8/2/2023	CRA11356	8/29/2023	(\$1,209.56)	1,101	\$93,169.33
May, 2023	\$18,849.39	219.82	9/1/2023	CRA11506	9/28/2023	(\$70.73)	220	\$18,778.66
June, 2023	\$177,806.50	2,073.55	10/19/2023	CRA11620	11/16/2023	(\$1,637.48)	2,074	\$176,169.02
	<b>\$798,760.67</b>	<b>9,315.482</b>				<b>(\$23,637.50)</b>	<b>9,315</b>	<b>\$775,123.17</b>

\* Energy rate change from \$83.24 per MWh to \$84.49 per MWh (1.5% increase)

REC = Renewable Energy Certificates

MWh = Mega Watt Hour of electric energy

# HYDROELECTRIC REVENUE

JULY 2023 - JUNE 2024 (FY 2023-2024)

Month	Energy Amount (\$85.75/MWh)	Energy Generated MWh	Billed Date	CR#	Received Date	Imbalance Energy Reconciliation	RECs Generated	Total Revenue
July, 2023	\$156,072.56	1,829.090	11/6/2023	188699	12/1/2023	(\$2,783.18)	1,829	\$153,289.38
August, 2023	\$238,137.70	2,777.120	12/5/2023	189822	1/2/2024	\$48.33	2,777	\$238,186.03
September, 2023	\$222,285.65	2,592.250	1/4/2024	191232	2/5/2024	(\$2,720.18)	2,592	\$219,565.47
October, 2023	\$168,837.52	1,968.950	2/9/2024	192678	3/7/2024	(\$8,333.93)	1,969	\$160,503.59
November, 2023	\$12,815.21	149.450	3/6/2024	193768	4/3/2024	(\$1,037.26)	149	\$11,777.95
December, 2023	\$5.59	0.070	4/11/2024	195414	5/7/2024	\$514.54	0	\$520.13
January, 2024	\$10,359.59	119.02	5/21/2024	197144	6/18/2024	(\$810.57)	119	\$9,549.02
February, 2024	\$10,398.75	119.47	6/4/2024	11852	7/2/2024	(\$749.38)	119	\$9,649.37
March, 2024	\$163,528.10	1,878.77	7/5/2024			(\$2,012.78)	1,879	\$161,515.32
April, 2024	\$0.00						0	\$0.00
May, 2024	\$0.00						0	\$0.00
June, 2024	\$0.00						0	\$0.00
	<b>\$982,440.67</b>	<b>11,434.189</b>				<b>(\$17,884.41)</b>	<b>11,434</b>	<b>\$964,556.26</b>

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

REC = Renewable Energy Certificates

MWh = Mega Watt Hour of electric energy



# County of Monterey

**Item No.5**

## Board Report

Legistar File Number: WRAFIN 24-065

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

August 02, 2024

**Introduced:** 7/26/2024

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WRA Finance Item

Overview of the Groundwater Monitoring Regulatory Program Fee Study.

(Staff Presenting: Amy Woodrow)

### SUMMARY/DISCUSSION:

In October 2022, the Monterey County Water Resources Agency (“Agency”) entered into a subgrant agreement with the Salinas Valley Basin Groundwater Sustainability Agency (“SVBGSA”) related to a Sustainable Groundwater Management Act Implementation Grant (Attachment 1). The subgrant agreement provides the Agency with grant funding to complete work on a specified set of tasks, one of which is referred to as Component 7: Compliance Reporting and Data Expansion (“Component 7”).

The workplan for Component 7 describes well registration, evaluation of well metering technologies, and initiation of well registration and groundwater extraction monitoring. Spurred by the workplan in the subgrant agreement, the Agency is collaborating with the SVBGSA to expand, refine, and enhance the Agency’s existing groundwater extraction, groundwater level, and groundwater quality monitoring programs to meet the regulatory needs of the SVBGSA for data collection within their jurisdiction. To accomplish this, the Agency is proposing adoption of a new ordinance that would affirm the Agency’s authority to perform groundwater monitoring throughout the County; establish a mechanism for outside entities with groundwater regulatory responsibilities to request monitoring services from the Agency; and establish a new regulatory fee to cover the Groundwater Monitoring Regulatory Program.

In June 2024, the Agency engaged Lechowicz & Tseng Municipal Consultants (“Consultant”) to complete a fee study that would establish a schedule of cost-based fees for the Groundwater Monitoring Regulatory Program (Attachment 2). A kickoff meeting was held in June 2024 and, over the last couple of months, Agency staff has been working with the Consultant on data gathering development of tools to manage data and support development of a fee. Upon completion, the Consultant will provide a report to the Agency that identifies the cost-basis of the proposed fee.

### OTHER AGENCY INVOLVEMENT:

The SVBGSA is involved via the subgrant agreement that is providing financial support for tasks including, but not limited to, the fee study.

### FINANCING:

The fee study is part of the Agency’s workplan in a subgrant agreement between the SVBGSA and Agency related to Grant Agreement Number 4600014638 Sustainable Groundwater Management Act Implementation Grant. The Agency’s Fiscal Year 2024-2025 budget accounts for the estimated

Fee Study expense of \$25,000 in Fund 111.

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

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

Attachments:

1. Subgrant Agreement between the Salinas Valley Basin Groundwater Sustainability Agency and Monterey County Water Resources Agency, related to Grant Agreement Number 4600014638 Sustainable Groundwater Management Act (SGMA) Implementation Grant.
2. Agreement for Services between Agency and Lechowicz & Tseng Municipal Consultants.



# County of Monterey

## Board Report

Legistar File Number: WRAFIN 24-065

Item No.

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

August 02, 2024

Introduced: 7/26/2024

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

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#### SUMMARY/DISCUSSION:

In October 2022, the Monterey County Water Resources Agency (“Agency”) entered into a subgrant agreement with the Salinas Valley Basin Groundwater Sustainability Agency (“SVBGSA”) related to a Sustainable Groundwater Management Act Implementation Grant (Attachment 1). The subgrant agreement provides the Agency with grant funding to complete work on a specified set of tasks, one of which is referred to as Component 7: Compliance Reporting and Data Expansion (“Component 7”).

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In June 2024, the Agency engaged Lechowicz & Tseng Municipal Consultants (“Consultant”) to complete a fee study that would establish a schedule of cost-based fees for the Groundwater Monitoring Regulatory Program (Attachment 2). A kickoff meeting was held in June 2024 and, over the last couple of months, Agency staff has been working with the Consultant on data gathering development of tools to manage data and support development of a fee. Upon completion, the Consultant will provide a report to the Agency that identifies the cost-basis of the proposed fee.

#### OTHER AGENCY INVOLVEMENT:

The SVBGSA is involved via the subgrant agreement that is providing financial support for tasks including, but not limited to, the fee study.

#### FINANCING:

The fee study is part of the Agency’s workplan in a subgrant agreement between the SVBGSA and Agency related to Grant Agreement Number 4600014638 Sustainable Groundwater Management Act Implementation Grant. The Agency’s Fiscal Year 2024-2025 budget accounts for the estimated Fee Study expense of \$25,000 in Fund 111.

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

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

Attachments:

1. Subgrant Agreement between the Salinas Valley Basin Groundwater Sustainability Agency and Monterey County Water Resources Agency, related to Grant Agreement Number 4600014638 Sustainable Groundwater Management Act (SGMA) Implementation Grant.
2. Agreement for Services between Agency and Lechowicz & Tseng Municipal Consultants.

**SUBGRANT AGREEMENT BETWEEN THE SALINAS VALLEY BASIN GROUDWATER SUSTAINABILITY AGENCY AND MONTEREY COUNTY WATER RESOURCES AGENCY, RELATED TO GRANT AGREEMENT NUMBER 4600014638 SUSTAINABLE GROUNDWATER PLANNING MANAGEMENT ACT (SGMA) IMPLEMENTATION GRANT**

THIS SUBGRANT AGREEMENT (Agreement) is entered into by and between Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA), a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," and the Monterey County Water Resources Agency (MCWRA) also a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Subgrantee" which parties do hereby agree as follows:

- 1) **PURPOSE.** The State has provided funding from the Budget Act of 2021 (Stats. 2021, ch. 240, § 80) to the Grantee to assist in financing the 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022-2024) (the "Project"). Grantee is the recipient of funds made available by the State ("Grant Funds") pursuant to an agreement ("Grant Agreement") with the State.
- 2) **TERM OF AGREEMENT.** The term of this Grant Agreement begins on the date of Grant Agreement execution, and ends 30 months following the final payment to the Subgrantee unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by February 28, 2025, and no funds may be requested after June 30, 2025.
- 3) **SUBGRANTEE ELIGIBLE GRANT FUND AMOUNT.** The Subgrantee is only eligible to receive Grant Funds for **Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Recycled Water Plant; Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades; Component 5 Aquifer Storage and Recovery – assistance with Task 2 and 4 ; and Component 7: Compliance Reporting and Data Expansion – Task 5 Well Registration and Metering and Task 6 Modeling Updates ("Subgrantee Projects")**. The not to exceed costs for the four Components are \$1,185,000 for Component 2; \$2,150,000 for Component 3; \$45,000 for Component 5; and \$310,000 for Component 7 as estimated by SVBGSA. Eligible costs for the Subgrantee Projects include those directly related to Exhibit A incurred after December 17, 2021, but before February 28, 2025.
- 4) **SUBGRANTEE COST SHARE.** No cost share is required by the Subgrantee for the Subgrantee Projects. However, it is requested that MCWRA track associated cost share for reporting purposes for the full cost of the Subgrantee Projects if possible.
- 5) **BASIC CONDITIONS.** The Grantee shall have no obligation to disburse money for the Subgrantee Project under this Agreement until the Subgrantee has satisfied the following conditions (if applicable):
  1. For the term of this Agreement, the Subgrantee submits Quarterly Progress Reports, associated invoices, and invoice backup documentation within 60 days following the end of the calendar quarter (e.g. submitted by April 30, July 30, November 30, and January 28) and all other deliverables as required by Paragraph 16, "Submission of Reports" and Exhibit A.
  2. The Subgrantee will be issued payment for invoices submitted within 30 days after the Grantee is issued reimbursement by DWR.
  3. For the term of this Agreement, the Subgrantee agrees to be bound by all sections and attachments of the DWR Grant Agreement which is attached as Exhibit D and made of this Subgrantee Agreement.
- 6) **ELIGIBLE SUBGRANTEE PROJECT COSTS.** The Grantee and Subgrantee shall apply Grant Funds received only to eligible Subgrantee Project costs in accordance with applicable provisions of the law and

Exhibit B, "Budget". Eligible Subgrantee Project costs include the reasonable costs of studies, engineering, design, preparation of environmental documentation, environmental mitigations, monitoring, project construction, and/or any other scope of work efforts as described in Exhibit A.

Reimbursable administrative expenses are the necessary costs incidental but directly related to the Subgrantee Projects included in this Agreement.

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

1. Costs, other than those noted above, incurred prior to the award date of the Grant Agreement by the State.
2. Costs for preparing and filing a grant application.
3. Operation and maintenance costs, including post construction performance and monitoring costs.
4. Purchase of equipment that is not an integral part of a project.
5. Establishing a reserve fund.
6. Purchase of water supplies.
7. Replacement of existing funding sources for ongoing programs.
8. For all Proposition 68 grant funds, travel and per diem costs.
9. Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
10. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to the execution date of the Grant Agreement.
11. Overhead and indirect costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Subgrantee; non-project-specific accounting and personnel services performed within the Subgrantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; and, generic overhead or markup. This prohibition applies to the Subgrantee and any subcontract or sub-agreement for work on the Subgrantee Projects that will be reimbursed pursuant to this Agreement.

7) **METHOD OF PAYMENT.** After the disbursement requirements are met by the Grantee, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee via U.S. mail or Express mail delivery of a "wet signature" invoice or an electronic invoice certified and transmitted via DocuSign for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 16 of the Grant Agreement, "Submission of Reports." The Grantee intends to distribute funds to the Subgrantee in accordance with the requirements of the Grant Agreement. Payment will be made to Subgrantee no more frequently than quarterly, in arrears, upon receipt of an invoice from Subgrantee bearing the Grant Agreement number. Invoices must accompany a Quarterly Progress Report and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 30, December 30, and February 28). The Subgrantee will be responsible for submitting a Quarterly Progress Report to the Grantee. The State will notify the Grantee and the Grantee will notify the Subgrantee, in a timely manner, whenever, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee and Subgrantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee or Subgrantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

The Subgrantee shall submit the following information for each invoice submitted to the Grantee:

1. Costs incurred for work performed in implementing the Subgrantee Project during the period identified in the particular invoice.
2. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
3. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
  - a. Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
  - b. Invoices must be itemized based on the categories (i.e., tasks) specified in the Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
  - c. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
  - d. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent the Subgrantee's costs, as applicable, in Paragraph 4, "Grantee Cost Share." Subgrantee is responsible for Component 3 Cost Share.

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

- 8) **WITHHOLDING OF DISBURSEMENTS BY THE STATE.** If the State determines that a project is not being implemented in accordance with the provisions of the Grant Agreement, or that the Grantee or Subgrantee has failed in any other respect to comply with the provisions of the Grant Agreement, and if the Grantee, or pursuant to this agreement the Subgrantee, does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee, and to the Subgrantee from the Grantee, and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 13 of the Grant Agreement, "Continuing Eligibility," the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State. Subgrantee shall immediately repay to Grantee all such disbursed Grant Funds it has received that need to be repaid to the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 12 of the Grant Agreement, "Default Provisions." A failure of the Subgrantee to reimburse Grant Funds it has received shall be considered a contract breach of this Agreement. If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under the Grant Agreement and the Grant Agreement shall no longer be binding on either party. Grantee shall notify Subgrantee of any such communication.

9) **DEFAULT PROVISIONS.** The Grantee considers the Subgrantee to be in default under this Agreement if any of the following occur:

1. Substantial breaches of this Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the Subgrantee evidencing or securing the Subgrantee's obligations;
2. Making any false warranty, representation, or statement with respect to this Agreement or the application filed to obtain the Grant Agreement;
3. Failure to make any remittance required by this Agreement.
4. Failure to comply with Labor Compliance Plan requirements of the Grant Agreement.
5. Failure to submit quarterly progress reports pursuant to Paragraph 5.
6. Failure to invoice Grantee pursuant to Paragraph 7.
7. Failure to repay disbursed Grant Funds as provided in Paragraph 8.

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

1. Declare the funding be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of the default.
2. Terminate any obligation to make future payments to the Subgrantee.
3. Terminate this Agreement.
4. Take any other action that it deems necessary to protect its interests.

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

10) **NOTIFICATION OF GRANTEE.** The Subgrantee will promptly notify the Grantee, in writing, of the following items:

1. Events or proposed changes that could affect the scope, budget, or work performed under this Agreement. The Subgrantee agrees that no substantial change in the scope of the Subgrantee Projects will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
2. Any public or media event publicizing the accomplishments and/or results of the Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The State shall be notified at least fourteen (14) calendar days prior to the event.

11) **NOTICES.** Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Agreement shall be in writing. Notices may be transmitted by any of the following means:

1. By delivery in person.
2. By certified U.S. mail, return receipt requested, postage prepaid.
3. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
4. By electronic means.
5. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed

effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

The Project Representatives during the term of this Agreement are as follows:

Monterey County Water Resources Agency  Shaunna Murray Senior Water Resources Engineer 1441 Schilling Place, North Building Salinas, CA 93901	Salinas Valley Basin Groundwater Sustainability Agency  Donna Meyers General Manager P.O. Box 1350 Carmel Valley, CA 93924
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12) **STANDARD PROVISIONS.** The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – DWR Agreement

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

Monterey County  
Water Resources Agency

DocuSigned by:



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Brent Buche, General Manager

10/10/2022

Date

DocuSigned by:



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Kelly Donlon, Counsel

10/3/2022

Date

Salinas Valley Basin  
Groundwater Sustainability Agency

DocuSigned by:



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Donna Meyers, General Manager

10/3/2022

Date

DocuSigned by:



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Leslie Girard, Counsel

10/3/2022

Date

## **EXHIBIT A** **WORK PLAN**

**Project Title:** 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022-2024) (Project)

### **COMPONENT 2: DRY CHLORINE SCRUBBER UPGRADE AT MONTEREY ONE WATER RECYCLE WATER PLANT**

Component 2 involves construction of a dry scrubber system for the Salinas Valley Reclamation Project (SVRP) which is owned and operated by the Monterey One Water (M1W) Recycled Water Plant. This will allow the recycled water system to operate year-round, which will improve both the ability to reliably irrigate agricultural land with recycled water and the sustainability of the Salinas Valley Groundwater Basin and decrease the need to rely on groundwater. Component 2 will enable reduced use of MCWRA's Supplemental Wells during wintertime chlorine system shutdowns by approximately 345 acre-feet per year. This pumping reduction estimate is based on three weeks per year of system shutdown and 115 acre-feet per week of deliveries, the average weekly demand in January between 2012 and 2019. Reducing Supplemental Well use by 345 acre-feet per year will reduce the potential for increased seawater intrusion by improving the overall water balance of the groundwater basin and maintaining the groundwater elevations in the vicinity of these wells, which primarily draw water from the 400-Foot Aquifer of the Subbasin.

#### **Category (c). Implementation/Construction**

##### **Task 1. Construction of Scrubber Upgrade**

Construct the upgrades to the chlorine building to install the new scrubber system including assessing general conditions, installing new tanks and media, modifying ductwork, upgrading electrical systems and instrumentation, as well as demolition of existing equipment. Construction activities will include minor excavation of pipelines and conduits, pavement demolition and removal, cutting, laying, and welding pipelines and pipe connections; pouring concrete footings for foundations, sluice gate structure, and other support equipment; installing piping, sluice gates and electrical equipment; testing and commissioning facilities; and Supervisory Control and Data Acquisition (SCADA) changes to control new equipment.

##### **Deliverables:**

- Photographs of key construction site improvements
- Record drawings/as-built drawings
- Certification of project completion

### **COMPONENT 3: CSIP DISTRIBUTION SYSTEM UPGRADES**

Component 3 enhances water production from recycled sources and conveyance through the CSIP Distribution System via several upgrades that remedy conveyance limitations and distribution reductions by producing a water scheduling system for use by agriculture. The CSIP Distribution System will result in operational efficiencies and new operational conditions and terms including rules, requirements and/or enforcement methods. The water scheduling system will allow for ongoing monitoring to ensure that CSIP irrigators use recycled water as ordered. The system will result in proactive CSIP system management and reduce supplemental well use in the 180/400-Foot Aquifer Subbasin. This Component will upgrade 165 linear feet of critical CSIP pipeline, specifically at the A-1 Monitoring Station (herein referred to as the A-1 Site), to be able to convey higher flows to most of the CSIP system and to optimize pressure. This will result in total pumping reduction from supplemental wells in a range from a low of 248 acre-feet per year (AFY) to a high of 1,625 AFY, with a long-term average of 1,200 to 1,600 AFY.

#### **Category (a): Component Administration**

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly

Progress Reports. Collect and organize backup documentation by the Component 2 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90-days before the end date for the component as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30-days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30-days before the Component end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30-days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

**Category (b): Planning / Design / Environmental**

**Task 1. Hydraulic Modeling**

Prepare and run a dynamic hydraulic model of the regional systems, focusing on the Salinas Valley Reclamation Plant production, system storage, CSIP distribution system conveyance capacity (pressure and flows throughout the system), and current irrigation flow demands to inform the programming and control narrative for safe, efficient operations of the system and appropriate demand limits throughout the system to inform the design process described in Site Upgrade tasks.

Deliverables:

- Information Needs List
- M1W Regional Water Balance Visual Model Output – SVRP Flow Volume Projections
- Final Existing System Deficiencies Technical Memorandum
- Final Modeling Results Technical Memorandum

**Task 2. Development of Water Scheduling System**

Develop water scheduling protocols that will provide MCWRA and M1W the ability to schedule water orders from CSIP irrigators to use recycled water based on the results of the dynamic hydraulic modeling in Task 1. Conduct ongoing monitoring to ensure that CSIP irrigators use recycled water as ordered and to manage the CSIP system proactively and adaptively to reduce Supplemental Well use in the critically over-drafted basin. Conduct interested party involvement through the Water Quality and Operations Committee, Basin Management Advisory Committee, Board of Directors, and Board of Supervisors.

Deliverables:

- Agricultural Irrigation Water Scheduling Protocols

**Task 3. Review Technical Studies/Basis of Design Technical Memorandum**

Collect and review relevant project reports, records, data, maps, and other documents relevant to defining the limits and the scope of the project design. Identify the anticipated tests and evaluations that will be needed to complete the design. Verify as-built conditions in the field and make necessary modifications observed during field trip to the existing drawings to assure that proposed modifications are constructible. Conduct a site survey, geotechnical investigations/borings, and property/land surveys, if necessary.

Conduct field review site visit with meeting and delivery of a technical summarizing results of the evaluation and supporting information for the selected design. Provide the Draft Memorandum to M1W and MCWRA staff for their comment and discussion.

Deliverables:

- Basis of Design Technical Memorandum
- Geotechnical Investigation Technical Memorandum
- Property Survey

**Task 4. Design Plans, Specifications, Estimates, & Bids**

Develop the 60% design plans and specifications for the component and submit them to the DWR Grant Manager for review and concurrence prior to completing the final design plans and specifications. After review of the 60% design plans and specifications by Grantee and concurrence by the DWR Grant Manager, prepare the 100% design plans and specifications in accordance with requirements for public bidding for construction. Submit the 100% design plans and specifications to the DWR Grant Manager for review and concurrence prior to advertising the component for bids. Field checked plans for accuracy and coordination between disciplines, including with M1W operators and maintenance crews. Prepare the Bid Documents that will include the plans, specifications, and an engineer's cost estimate for the component. Advertise bid as required by public contracting requirements and award the contract.

Deliverables:

- 60% design plans and specifications
- 100% design plans and specifications
- Bid documents
- Summary of Bids and Staff Report requesting approval of contract

**Task 5. Site Permitting and Entitlements**

Prepare and obtain all necessary permits to construct the component. Obtain access agreements, entitlements, for temporary or permanent access to the properties for construction and long-term operations and maintenance of the component. Submit all permits to the DWR Grant Manager for review and concurrence prior to beginning construction activities.

Deliverables:

- Easement agreement(s)
- All required permit(s)

**Task 6. Environmental Documentation**

Prepare the appropriate CEQA documentation(s) for the component and file the document(s) with the County Clerk's Office. Submit the CEQA documentation(s) to the DWR Grant Manager for review and concurrence prior to beginning construction activities. Construction may not begin and no costs for Task 5 of this Component may be incurred until the State has reviewed the CEQA document(s), completed its CEQA responsible agency responsibilities and given its environmental clearance in accordance with Paragraphs 5 and D.8 of this Agreement. Any costs incurred for Task 5 of this Component prior to DWR giving its environmental clearance shall not be reimbursed and any such amounts shall be deducted from the total Grant Amount in Paragraph 3.

Deliverables:

- CEQA document(s)

**Category (c). Implementation / Construction**

**Task 7. Construction of A-1 Site Piping Upgrades**

Construct the component per the final plans and specifications as outlined in the awarded bid contract. Provide photo documentation of construction activities and include those in the associated quarterly Progress Report(s). Perform engineering services during construction and construction management consultant services, which include reviewing project submittals and responding to the Contractor with the Engineer's review comments, attending construction meetings, special as-needed field visits, reviewing and responding

to requests for information and contract change orders, and redesign as necessary to accommodate unforeseen field conditions.

Deliverables:

- Photograph documentation and construction progress
- Record drawings/as-built drawings
- Certification of project completion

**Task 8. Engineering Design Services During Construction and Construction Management and Support**

Provide engineering services during construction including reviewing project submittals and responding to the Contractor with the Engineer's review comments, attending construction meetings, reviewing and responding to requests for information (RFI) and contract change orders, and redesign as necessary to accommodate unforeseen field conditions. Provide consultant and legal services needed for the implementation of the construction contract, including the following: contractor prevailing wage compliance (if required), legal, asset management, review and integration of operations and maintenance plans into M1W electronic O&M manual system, SCADA programming and integration and associated start-up services by engineers and technical experts.

Deliverables:

- Copy of issued-for-construction (IFC) plans and specifications
- Construction progress reports to include in the quarterly Progress Report(s)
- O&M Manuals and Lucy Asset Management Database

**Category (d): Monitoring / Assessment**

**Task 9: Monitoring Plan**

Monitor operations to track performance and include results in annual reporting. Organize the monitoring results in accordance with the Post-Performance Report requirements listed in Exhibit F.

Deliverables:

- Monitoring plan
- Data organized for future development of the Post-Performance Report

**COMPONENT 5: CONDUCT FEASIBILITY STUDY ON AQUIFER STORAGE AND RECOVERY**

Component 5 will conduct a feasibility assessment of Salinas River Diversion Facility (SRDF) Winter Flow Injection (Preferred Project 9 in the 180/400-Foot Subbasin GSP) which would divert winter flows from the Salinas River using the existing SRDF facilities and inject the water into the 180/400-Foot Aquifer Subbasin to maintain groundwater elevations, improve water quality, and prevent further seawater intrusion, or alternatively, diverted water could be treated used for beneficial reuse that would reduce groundwater pumping. The feasibility assessment will include technical feasibility as well as determining the operational permitting constraints and alignment with existing water rights and permitting and the future Habitat Conservation Plan for the reservoir operations. The component further utilizes the CSIP Distribution System Model to understand operational constraints.

**Category (b): Planning / Design / Environmental (15% effort over Tasks 2 and 4)**

**Task 2: Assessment of Project Constraints**

Analyze the existing MCWRA permits and policies that will require revisions for implementing the project. Detail the specific permit requirements that may serve as constraints and engage with Monterey County Water Resources Agency to discuss opportunities and constraints with pursuit of identified revisions. Complete project permitting memorandum detailing necessary permitting actions and estimating potential costs and timelines associated with completing revisions of permits which will be used to assess the viability of the project, compare to other projects, and plan next steps.

Deliverables:

- Memorandum describing identified project constraints and feasibility assessment
- Project permitting memorandum

**Task 4: Distribution System Modeling**

Model how the injection and extraction wells will work in the existing CSIP system. Identify modifications to the CSIP system needed for efficient operation with the injection/extraction wells. Assess how winter water can be delivered to CSIP users from Monterey One Water while river water is injected into ASR wells.

Deliverables:

- Model results memorandum including modifications outcomes and delivery options.

**COMPONENT 7: COMPLIANCE REPORTING AND DATA EXPANSION**

Component 7 includes the completion of two Annual Reports and filling data gaps. Four Aquifer properties tests will provide characterization data for the aquifer that was identified as a data gap in the 180/400-Foot Aquifer GSP. These data will add to the hydrologic conceptual model for the subbasin. The well registration will establish a relatively accurate count of all active wells in the Subbasin. Through collaboration with other local agencies, well registration will result in a data set of active wells. Well metering will improve estimates of the amount of groundwater extracted from the 180/400-Foot Aquifer Subbasin. Well metering will not include *de minimus* well users. The well registration and well metering work will occur in collaboration with the Monterey County Water Resources Agency (MCWRA) and the existing Groundwater Extraction Management System (GEMS) program.

**Category (c): Implementation / Construction**

**Task 5: Well Registration and Metering**

Commence a process to register all wells in the 180/400-Foot Aquifer. Initiate discussions with Monterey County Environmental Health and Monterey County Water Resources Agency to understand the existing system, conducting interested parties' outreach, identify a software system for registration of all production wells, and initiate well registration effort. Well metering technologies and options will be evaluated, assessed with interested parties, and proposed to improve measuring and reporting of the amount of groundwater extracted from the Aquifer. Address issues identified by DWR in its 180/400-Foot Subbasin GSP approval letter.

Deliverables:

- Well Registration Completion Report

**Task 6: Modeling Updates**

Support model updates under the Salinas Valley Cooperative Model and Decision Tool Development including model version updates, climate data updates, software updates and collaborative Salinas Valley Operational Model evaluation. Complete a publicly published model.

Deliverables:

- Technical Report on Model Updates and publicly published model.

## EXHIBIT B

### BUDGET

**Project Title:** 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022-2024) (Project)

#### **Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Recycled Water Plant**

Budget Categories	Grant Amount
(a) Component Administration	\$0
(b) Planning / Engineering / Design	\$0
(c) Implementation / Construction	\$1,185,000
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
<b>Total:</b>	<b>\$1,185,000</b>

#### **Component 3: Castroville Seawater Intrusion Project Distribution System Upgrades**

Budget Categories	Grant Amount
(a) Component Administration	\$5,000
(b) Planning / Engineering / Design	\$520,000
(c) Implementation / Construction	\$1,622,000
(d) Monitoring / Assessment	\$3,000
(e) Engagement / Outreach	\$0
<b>Total:</b>	<b>\$2,150,000</b>

#### **Component 5: Conduct Feasibility Study on Aquifer Storage and Recovery**

Budget Categories	Grant Amount
(a) Component Administration	\$0
(b) Planning / Engineering / Design – Primary Tasks for engagement will be Task 2 and Task 4	\$45,000
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
<b>Total:</b>	<b>\$45,000</b>

**Component 7: Compliance Reporting and Data Expansion**

Budget Categories	Grant Amount
(a) Component Administration	\$0
(b) Planning / Engineering / Design	\$0
(c) Implementation / Construction – Task to be Co-Implemented: [1] Well Registration and Metering (\$200,000) and [2] Modeling Updates (\$100,000)	\$310,000
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
<b>Total:</b>	<b>\$310,000</b>

## EXHIBIT C

### SCHEDULE

**GRANT PROPOSAL TITLE: 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022-2024) (Project)**

Categories	Start Date	End Date
<b>Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Recycled Water Plant</b>	<b>July 1, 2022</b>	<b>November 30, 2023</b>
(a) Component Administration	NA	NA
(b) Planning / Engineering / Design	NA	NA
(c) Implementation / Construction	July 1, 2022	November 30, 2023
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	NA	NA
<b>Component 3: Castroville Seawater Intrusion Project Distribution System Upgrades</b>	<b>December 17, 2021</b>	<b>December 31, 2024</b>
(a) Component Administration	December 17, 2021	December 31, 2023
(b) Environmental / Engineering / Design	December 17, 2021	May 31, 2023
(c) Implementation / Construction	July 1, 2022	November 30, 2024
(d) Monitoring / Assessment	September 1, 2023	December 31, 2024
(e) Engagement / Outreach	NA	NA
<b>Component 7: Compliance Reporting and Data Expansion</b>	<b>Earliest Start Date</b>	<b>Latest End Date</b>
(a) Component Administration	December 17, 2021	December 31, 2024
(b) Reporting and Data Expansion	December 17, 2021	June 30, 2024
(c) Implementation / Construction	August 1, 2022	June 30, 2024
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach		NA

**NOTES:**

*<sup>1</sup>Exhibit C Schedule only dictates the work start date and the work end date for the Budget Category listed. The Grantee must adhere to the Deliverable Due Date Schedule that has been approved by the DWR Grant Manager. The dates listed in Exhibit C Schedule are date ranges that correlates to the Deliverable Due Date Schedule. Eligible costs for each line item will only be approved if the work completed falls within the date ranges listed in Exhibit C.*

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA  
(DEPARTMENT OF WATER RESOURCES) AND  
SALINAS VALLEY BASIN GROUNDWATER MANAGEMENT AGENCY  
AGREEMENT NUMBER 4600014638**

**SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION GRANT**

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

1. **PURPOSE.** The State shall provide funding from the Budget Act of 2021 (Stats. 2021, ch. 240, § 80) to the Grantee to assist in financing the 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022-2024) (Project). By executing this Agreement, the Grantee certifies that the purpose of the Project is to implement SGMA as outlined in the Grantee's Groundwater Sustainability Plan (GSP) or Alternative to a GSP. The provision of State funds pursuant to this Agreement shall not be construed or interpreted to mean that the Groundwater Sustainability Plan (GSP) or Alternative to GSP, or any components of the GSP, implemented in accordance with the Work Plan as set forth in Exhibit A will be: adopted by the applicable Groundwater Sustainability Agency (GSA); obtain the necessary desirable results of Sustainable Management Criteria; or, meet all of the evaluation and assessment criteria when submitted to DWR as required by the SGMA and implementing regulations.
2. **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on the date of grant execution and ends three (3) years following the final payment unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by APRIL 30, 2025, and no funds may be requested after JUNE 30, 2025.
3. **GRANT AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed \$7,600,000.
4. **GRANTEE COST SHARE.** Not applicable.
5. **BASIC CONDITIONS.** The State shall have no obligation to disburse money for the Project under this Grant Agreement until the Grantee has satisfied the following conditions:
  - A. The Grantee must demonstrate compliance with all eligibility criteria set forth on Pages 7 through 13 of the *SGM Grant Program 2021 Guidelines* (2021 Guidelines).
  - B. For the term of this Grant Agreement, the Grantee submits Quarterly Progress Reports, associated quarterly invoices, and all invoice backup documentation no later than sixty (60) days following the end of the calendar quarter (e.g. submitted by May 30<sup>th</sup>, August 29<sup>th</sup>, November 29<sup>th</sup>, and February 28<sup>th</sup>) and all other deliverables as required by Paragraph 12, "Submission of Reports" and Exhibit A, "Work Plan".
  - C. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State:
    - i. Final plans and specifications certified by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A, "Work Plan" of this Grant Agreement.
    - ii. Work that is subject to the California Environmental Quality Act (CEQA) process and/or environmental permitting shall not proceed under this Grant Agreement until the following actions are performed:
      - a. The Grantee submits to the State all applicable environmental permits as indicated on the Environmental Information Form (EIF) to the State,
      - b. Documents that satisfy the CEQA process are received by the State,
      - c. The State has completed its CEQA compliance review as a Responsible Agency, and

d. The Grantee receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. The Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.

iii. A monitoring plan as required by Paragraph 14, "Project Monitoring Plan Requirements."

6. **DISBURSEMENT OF FUNDS.** The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.

7. **ELIGIBLE PROJECT COST.** The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after DECEMBER 17, 2021, shall be eligible for reimbursement.

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

- A. Costs for preparing and filing a grant application and/or Spending Plan.
- B. Costs associated with the formation of a GSA(s) or other board formation that is responsible for implementing SGMA.
- C. Operation and maintenance costs, including post construction performance and monitoring costs.
- D. Purchase of equipment not an integral part of a project.
- E. Establishing a reserve fund.
- F. Purchase of water supplies.
- G. Replacement of existing funding sources for ongoing programs.
- H. Travel and per diem costs, except for mileage.
- I. Support of existing agency requirements and mandates.
- J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
- K. Meals, food items, or refreshments.
- L. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.

M. Overhead and indirect costs: "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

8. **METHOD OF PAYMENT** After the disbursement requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee via US mail or Express mail delivery of a "wet signature" invoice or an electronic invoice certified and transmitted via DocuSign for costs incurred and timely Quarterly Progress Reports as required by Paragraph 12, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Invoices must accompany a Quarterly Progress Report and shall be submitted within no later than sixty (60) days following the end of the calendar quarter (e.g. submitted by May 30<sup>th</sup>, August 29<sup>th</sup>, November 29<sup>th</sup>, and February 28<sup>th</sup>). The State will notify the Grantee, in a timely manner, whenever, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice. If backup documentation provided is outside of the period identified in the particular invoice, the Grantee must provide justification within the associated Quarterly Progress Report and note the discrepancy on the Invoice Submittal Summary Sheet.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
  - i. Invoices must contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
  - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget". The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
  - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
  - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount".

Original signature and date (in ink) of the Grantee's Project Representative. Submit the original "wet signature" copy of the invoice form to the following address: Maria Jochimsen at P.O. Box 942836, Sacramento, CA 94236-0001 or an electronic signature certified and transmitted via DocuSign from authorized representative to Maria Jochimsen at [Maria.Jochimsen@water.ca.gov](mailto:Maria.Jochimsen@water.ca.gov).

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any

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

9. **WITHHOLDING OF DISBURSEMENTS BY THE STATE.** If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 10, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 10. If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

10. **DEFAULT PROVISIONS.** The Grantee will be in default under this Grant Agreement if any of the following occur:

- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
- B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
- C. Failure to operate or maintain the Project in accordance with this Grant Agreement.
- D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
- E. Failure to submit quarterly progress reports pursuant to Paragraph 5.
- F. Failure to routinely invoice the State pursuant to Paragraph 8.
- G. Failure to meet any of the requirements set forth in Paragraph 11, "Continuing Eligibility."

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

- A. Declare the funding be immediately repaid.
- B. Terminate any obligation to make future payments to the Grantee.
- C. Terminate the Grant Agreement.
- D. Take any other action that it deems necessary to protect its interests.

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

11. **CONTINUING ELIGIBILITY.** The Grantee must meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2021 Guidelines to remain eligible to receive State funds:

- A. The Grantee must continue to demonstrate eligibility and the groundwater basin must continue to be an eligible basin as outlined in the 2021 Guidelines and 2021 PSP.
- B. Grantee must adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406) for data sharing, transparency, documentation, and quality control.
- C. If the Grantee diverting surface water, the Grantee must maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et seq.
- D. If applicable, maintain compliance with the Urban Water Management Planning Act (Wat. Code, § 10610 et seq.).
- E. If applicable, maintain compliance with Sustainable Water Use and Demand Reduction requirements outlined in Water Code Section 10608, et seq.
- F. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

12. **SUBMISSION OF REPORTS.** The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Grant Manager, and shall be submitted via DWR's "Grant Review and Tracking System" (GRanTS), or an equivalent online submittal tool. If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such project.

- A. **Quarterly Progress Reports:** The Grantee shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be uploaded via GRanTS, or an equivalent online submittal tool, and the State's Grant Manager notified of upload. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, the Grantees activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Quarterly Progress Report and associated quarterly invoice should be submitted to the State no later than NOVEMBER 30, 2022, with future reports then due on successive three-month increments based on the invoicing schedule and this date. The DWR Grant Manager will provide a Quarterly Progress Report template that shall be used for the duration of the Agreement.

B. Groundwater Sustainability Plan or Alternative: The Grantee shall ensure that any updates to the GSP or Alternative shall be formatted, drafted, prepared, and completed as required by the GSP Regulations, and in accordance with any other regulations or requirements that are stipulated through SGMA.

C. Component Completion Report(s): The Grantee shall prepare and submit to the State a separate Component Completion Report for each component included in Exhibit A, "Work Plan". The Grantee shall submit a Component Completion Report within ninety (90) calendar days of component completion or before the work completion date in Paragraph 2, whichever is earliest. Each Component Completion Report shall include, in part, a description of actual work done, any changes or amendments to each component, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Component Completion Report shall also include, if applicable, certification of final component by a California Registered Civil Engineer (or equivalent registered professional as appropriate), consistent with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer". A DWR "Certification of Project Completion" form will be provided by the State.

D. Grant Completion Report: Upon completion of the Project included in Exhibit A, "Work Plan" the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibit F, "Report Formats and Requirements". Retention for the last project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to be approved by the State. The Grantee must submit the draft Grant Completion Report to the DWR Grant Manager for comment and review 90 days before the work completion date listed in Paragraph 2. DWR's Grant Manager will review the Draft Grant Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Completion Report addressing the DWR Grant Manager's comments prior to the work completion date listed in Paragraph 2. The Grantee must obtain the DWR Grant Manager's approval of the report within 30 days after the work completion date.

E. Post-Performance Reports (PPRs): The Grantee shall submit PPRs to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the completed project begins operation.

F. Deliverable Due Date Schedule: The Grantee shall submit a Deliverable Due Date Schedule within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the Deliverable Due Date Schedule has been received by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager and the revised schedule saved in the appropriate project files.

G. Environmental Information Form (EIF): Prepare and submit the EIF within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the EIF has been received by the DWR Grant Manager.

13. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material

and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 10, "Default Provisions."

14. **PROJECT MONITORING PLAN REQUIREMENTS.** As required in Exhibit A, "Work Plan", a Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post Performance Monitoring Report requirements as defined and listed in Exhibit J, "Monitoring and Maintenance Plan Components". The SGM Grant Program has developed post construction monitoring methodologies that shall be used for the Post Performance Reporting.
15. **STATEWIDE MONITORING REQUIREMENTS.** The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Wat. Code, § 10780 et seq.) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G, "Requirements for Data Submittal" for web links and information regarding other State monitoring and data reporting requirements.
16. **NOTIFICATION OF STATE.** The Grantee shall promptly notify the State, in writing, of the following items:
  - A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
  - B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
  - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
  - D. The initiation of any litigation or the threat of litigation against the Grantee regarding the Project or that may affect the Project in any way.
  - E. For implementation/construction Projects, final inspection of the completed work on a project by a Registered Civil Engineer, in accordance with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer." The Grantee shall notify the State's Grant Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
17. **NOTICES.** Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
  - A. By delivery in person.
  - B. By certified U.S. mail, return receipt requested, postage prepaid.
  - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.

D. By electronic means.

E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

18. **PERFORMANCE EVALUATION.** Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

19. **PROJECT REPRESENTATIVES.** The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources

Arthur Hinojosa  
Manager, Division of Regional Assistance  
P.O. Box 942836  
Sacramento, CA 94236-0001  
Phone: (916) 902-6713  
Email: Arthur.Hinojosa@water.ca.gov

Salinas Valley Basin GSA

Donna Meyers  
General Manager,  
P.O. Box 1350  
Carmel Valley, CA 93924  
Phone: (831) 471-7512 x203  
Email: meyersd@svbgsa.org

Direct all inquiries to the Grant Manager:

Department of Water Resources

Maria Jochimsen  
Environmental Scientist,  
P.O. Box 942836  
Sacramento, CA 94236-0001  
Phone: (916) 902-7423  
Email: Maria.Jochimsen@water.ca.gov

Salinas Valley Basin GSA

Donna Meyers,  
General Manager,  
P.O. Box 1350  
Carmel Valley, CA 93924  
Phone: (831) 471-7512 x203  
Email: meyersd@svbgsa.org

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

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

Exhibit A– Work Plan

Exhibit B– Budget

Exhibit C– Schedule

Exhibit D– Standard Conditions

Exhibit E– Authorizing Resolution Accepting Funds

Exhibit F– Report Formats and Requirements

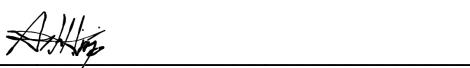
Exhibit G– Requirements for Data Submittal

Exhibit H– State Audit Document Requirements and Funding Match Guidelines for Grantees

- Exhibit I– Project Location
- Exhibit J– Monitoring and Maintenance Plan Components
- Exhibit K– Local Project Sponsors
- Exhibit L– Appraisal Specifications
- Exhibit M– Information Needed for Escrow Process and Closure
- Exhibit N– Project Monitoring Plan Guidance
- Exhibit O– Invoice Guidance for Administrative and Overhead Charges

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

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

  
\_\_\_\_\_  
Arthur Hinojosa

Manager, Division of Regional Assistance

Salinas Valley Basin GSA

  
\_\_\_\_\_  
Donna Meyers  
General Manager

Date 8/23/2022

Date 8/22/2022

Approved as to Legal Form and Sufficiency

  
\_\_\_\_\_  
for  
Robin Brewer  
Assistant General Counsel,  
Office of the General Counsel

Date 8/22/2022

**Exhibit A**  
**WORK PLAN**

**Project Title:** 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022-2024) (Project)

**Project Description:** This Work Plan includes activities associated with planning, development, preparation and/or implementation of the Dry Chlorine Scrubber Upgrade, Castroville Seawater Intrusion Project Distribution System Upgrades, Interested Parties Outreach and Engagement, Feasibility Studies on Aquifer Storage and Recovery, Demand Management Feasibility, Compliance Reporting and Data Expansion and Operationalize Deep Aquifer Study Recommendations along with grant administration tasks for the 180/400 Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022 – 2024). The Project consists of nine Components:

- Component 1: Grant Agreement Administration
- Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Recycled Water Plant
- Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades
- Component 4: Interested Parties Outreach and Engagement
- Component 5: Conduct Feasibility Study on Aquifer Storage and Recovery
- Component 6: Demand Management Feasibility
- Component 7: Compliance Reporting and Data Expansion
- Component 8: Implement Deep Aquifer Study Recommendations
- Component 9: Seawater Intrusion Feasibility Study

## **COMPONENT 1: GRANT AGREEMENT ADMINISTRATION**

### **Category (a): Grant Agreement Administration**

Prepare reports detailing work completed during reporting period as outlined in Exhibit F, “Report Formats and Requirements” of this Agreement. Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports and should be submitted to the DWR Grant Manager for review to receive reimbursement of Eligible Project Costs. Collect and organize backup documentation by component, budget category, and task and prepare a summary Excel document detailing contents of the backup documentation organized by component, budget category, and task.

Prepare and submit the Environmental Information Form (EIF) within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the EIF has been received by the DWR Grant Manager. Submit a deliverable due date schedule within 30 days of the execution date of the Grant Agreement to be reviewed and approved by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager and the revised schedule saved in the appropriate project files.

If not addressed in a component category (a), Component Administration, prepare Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for each component as outlined in Exhibit C. DWR’s Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager’s comments within 30 days before each Component end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, “Report Formats and Requirements” and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with each Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Prepare the Draft Grant Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the work completion date listed in Paragraph 2. DWR’s Grant Manager will review the Draft Grant

Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Completion Report addressing the DWR Grant Manager's comments prior to the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion report. However, all eligible charges accrued after the work completion date in Paragraph 2 will not be reimbursed. The retention invoice must be received, process, and through DWRs accounting office by the not funds may be requested after date outlined in Paragraph 2. All deliverables listed within the Work Plan shall be submitted with the Final Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

**Deliverables:**

- EIF
- Deliverable due date schedule
- Quarterly Progress Reports, Quarterly Invoices, and all required backup documentation
- Draft and Final Component Completion Reports
- Draft and Final Grant Completion Reports

**COMPONENT 2: DRY CHLORINE SCRUBBER UPGRADE AT MONTEREY ONE WATER RECYCLE WATER PLANT**

Component 2 involves construction of a dry scrubber system for the Salinas Valley Reclamation Project (SVRP) which is owned and operated by the Monterey One Water (M1W) Recycled Water Plant. This will allow the recycled water system to operate year-round, which will improve both the ability to reliably irrigate agricultural land with recycled water, and the sustainability of the Salinas Valley Groundwater Basin by decreasing reliance on groundwater. Component 2 will enable reduced use of Monterey County Water Resources Agency's (MCWRA) Supplemental Wells during wintertime chlorine system shutdowns by approximately 345 acre-feet per year. This pumping reduction estimate is based on three weeks per year of system shutdown and 115 acre-feet per week of deliveries, the average weekly demand in January between 2012 and 2019. Reducing Supplemental Well use by 345 acre-feet per year will reduce the potential for increased seawater intrusion by improving the overall water balance of the groundwater basin and maintaining the groundwater elevations in the vicinity of these wells, which primarily draw water from the 400-Foot Aquifer of the Subbasin.

**Category (a): Component Administration**

Not applicable for this Component

**Category (b): Planning / Design / Environmental**

Not applicable for this Component

**Category (c). Implementation/Construction**

**Task 1. Construction of Scrubber Upgrade**

Construct the upgrades to the chlorine building to install the new scrubber system including assessing general conditions, installing new tanks and media, modifying ductwork, upgrading electrical systems and instrumentation, as well as demolition of existing equipment. Construction activities will include minor excavation of pipelines and conduits, pavement demolition and removal, cutting, laying, and welding pipelines and pipe connections; pouring concrete footings for foundations, sluice gate structure, and other support equipment; installing piping, sluice gates and electrical equipment; testing and commissioning facilities; and Supervisory Control and Data Acquisition (SCADA) changes to control new equipment.

**Deliverables:**

- Photographs of key construction site improvements
- Record drawings/as-built drawings
- Certification of project completion

**Category (d): Monitoring / Assessment**

Not applicable for this Component.

**Category (e): Engagement / Outreach**

Not applicable for this Component.

**COMPONENT 3: CATROVILLE SEAWATER INTRUSION PROJECT (CSIP) DISTRIBUTION SYSTEM UPGRADES**

Component 3 enhances water production from recycled sources and conveyance through the CSIP Distribution System via several upgrades that remedy conveyance limitations and distribution reductions by producing a water scheduling system for use by agriculture. The CSIP Distribution System will result in operational efficiencies and new operational conditions and terms including rules, requirements and/or enforcement methods. The water scheduling system will allow for ongoing monitoring to ensure that CSIP irrigators use recycled water as ordered. The system will result in proactive CSIP system management and reduce supplemental well use in the 180/400-Foot Aquifer Subbasin. Component 3 will upgrade 165 linear feet of critical CSIP pipeline, specifically at the A-1 Monitoring Station (herein referred to as the A-1 Site), to be able to convey higher flows to most of the CSIP system and to optimize pressure. This will result in total pumping reduction from supplemental wells in a range from a low of 248 acre-feet per year (AFY) to a high of 1,625 AFY, with a long-term average of 1,200 to 1,600 AFY.

**Category (a): Component Administration**

Prepare reports detailing Component 3 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by Component 3 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 3 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 3 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

**Deliverables:**

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

**Category (b): Planning / Design / Environmental****Task 1. Hydraulic Modeling**

Prepare and run a dynamic hydraulic model of the regional systems, focusing on the SVRP production, system storage, CSIP distribution system conveyance capacity (pressure and flows throughout the system), and current irrigation flow demands to inform the programming and control narrative for safe, efficient operations of the system and appropriate demand limits throughout the system to inform the design process described in Site Upgrade tasks.

**Deliverables:**

- Information Needs List

- M1W Regional Water Balance Visual Model Output – SVRP Flow Volume Projections
- Final Existing System Deficiencies Technical Memorandum
- Final Modeling Results Technical Memorandum

### **Task 2. Development of Water Scheduling System**

Develop water scheduling protocols that will provide MCWRA and M1W the ability to schedule water orders from CSIP irrigators to use recycled water based on the results of the dynamic hydraulic modeling in Task 1. Conduct ongoing monitoring to ensure that CSIP irrigators use recycled water as ordered and to manage the CSIP system proactively and adaptively to reduce supplemental well use in the critically over-drafted basin. Conduct interested party involvement through the Water Quality and Operations Committee, Basin Management Advisory Committee, Board of Directors, and Board of Supervisors.

#### Deliverables:

- Agricultural Irrigation Water Scheduling Protocols

### **Task 3. Review Technical Studies/Basis of Design Technical Memorandum**

Collect and review relevant project reports, records, data, maps, and other documents relevant to defining the limits and the scope of the project design. Identify the anticipated tests and evaluations that will be needed to complete the design. Verify as-built conditions in the field and make necessary modifications observed during field trip to the existing drawings to assure that proposed modifications are constructible. Conduct a site survey, geotechnical investigations/borings, and property/land surveys, if necessary.

Conduct field review site visit with meeting and delivery of a technical summarizing results of the evaluation and supporting information for the selected design. Provide the Draft Memorandum to M1W and MCWRA staff for their comment and discussion.

#### Deliverables:

- Basis of Design Technical Memorandum
- Geotechnical Investigation Technical Memorandum
- Property Survey

### **Task 4. Design Plans, Specifications, Estimates, & Bids**

Develop the 60% design plans and specifications for Component 3 and submit them to the DWR Grant Manager for review and concurrence prior to completing the final design plans and specifications. After review of the 60% design plans and specifications by Grantee and concurrence by the DWR Grant Manager, prepare the 100% design plans and specifications in accordance with requirements for public bidding for construction. Submit the 100% design plans and specifications to the DWR Grant Manager for review and concurrence prior to advertising Component 3 for bids. Field checked plans for accuracy and coordination between disciplines, including with M1W operators and maintenance crews. Prepare the Bid Documents that will include the plans, specifications, and an engineer's cost estimate for Component 3. Advertise bid as required by public contracting requirements and award the contract.

#### Deliverables:

- 60% design plans and specifications
- 100% design plans and specifications
- Bid documents
- Summary of Bids and Staff Report requesting approval of contract

### **Task 5. Site Permitting and Entitlements**

Prepare and obtain all necessary permits to construct Component 3. Obtain access agreements, entitlements, for temporary or permanent access to the properties for construction and long-term operations and

maintenance of Component 3. Submit all permits to the DWR Grant Manager for review and concurrence prior to beginning construction activities.

Deliverables:

- Easement agreement(s)
- All required permit(s)

**Task 6. Environmental Documentation**

Prepare the appropriate CEQA documentation(s) for Component 3 and file the document(s) with the County Clerk's Office. Submit the CEQA documentation(s) to the DWR Grant Manager for review and concurrence prior to beginning construction activities. Construction may not begin and no costs for Task 7 of this Component may be incurred until the State has reviewed the CEQA document(s), completed its CEQA responsible agency responsibilities and given its environmental clearance in accordance with Paragraphs 5 and D.8 of this Agreement. Any costs incurred for Task 7 of this Component prior to DWR giving its environmental clearance shall not be reimbursed and any such amounts shall be deducted from the total Grant Amount in Paragraph 3.

Deliverables:

- CEQA document(s)

**Category (c). Implementation / Construction**

**Task 7. Construction of A-1 Site Piping Upgrades**

Construct Component 3 per the final plans and specifications as outlined in the awarded bid contract. Provide photo documentation of construction activities and include those in the associated quarterly Progress Report(s). Perform engineering services during construction and construction management consultant services, which include reviewing project submittals and responding to the Contractor with the Engineer's review comments, attending construction meetings, special as-needed field visits, reviewing and responding to requests for information and contract change orders, and redesign as necessary to accommodate unforeseen field conditions.

Deliverables:

- Photograph documentation and construction progress
- Record drawings/as-built drawings
- Certification of project completion

**Task 8. Engineering Design Services During Construction and Construction Management and Support**

Provide engineering services during construction including reviewing project submittals and responding to the Contractor with the Engineer's review comments, attending construction meetings, reviewing and responding to requests for information (RFI) and contract change orders, and redesign as necessary to accommodate unforeseen field conditions. Provide consultant and legal services needed for the implementation of the construction contract, including the following: contractor prevailing wage compliance (if required), legal, asset management, review and integration of operations and maintenance plans into M1W electronic O&M manual system, SCADA programming and integration and associated start-up services by engineers and technical experts.

Deliverables:

- Copy of issued-for-construction (IFC) plans and specifications
- Construction progress reports to include in the quarterly Progress Report(s)
- O&M Manuals and Lucity Asset Management Database

**Category (d): Monitoring / Assessment**

**Task 9: Monitoring Plan**

Monitor operations to track performance and include results in annual reporting. Organize the monitoring results in accordance with the Post-Performance Report requirements listed in Exhibit F.

**Deliverables:**

- Monitoring plan
- Data organized for future development of the Post-Performance Report

**Category (e): Engagement / Outreach**

Not applicable for this Component.

**COMPONENT 4: INTERESTED PARTIES OUTREACH AND ENGAGEMENT**

Component 4 provides interested party outreach and engagement activities by the Salina Valley Basin Groundwater Sustainability Agency (SVBGSA) for feasibility assessments completed and for the demand management discussions. Extensive interested party outreach and engagement is necessary to refine projects, assess feasibility and gain project cost understanding. Component 4 will potentially provide additional interested party outreach and engagement to DACs and SDACs in the 180/400-Foot Aquifer Subbasin with the intent to keep these communities engaged in feasibility assessment and Salinas Valley Basin conditions as projects are completed, including regularly scheduled SVBGSA Advisory Committee meetings (quarterly); Board of Directors meetings (quarterly); the 180/400-Foot Aquifer Subbasin Implementation Committee (6 meetings), the Castroville Community Services District (2 meetings), the MCWRA (6 meetings).

**Category (a): Component Administration**

Prepare reports detailing Component 4 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 4 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 4 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 4 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

**Deliverables:**

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

**Category (b): Planning / Design / Environmental**

Not applicable to this Component.

**Category (c): Implementation / Construction**

Not applicable to this Component.

**Category (d): Monitoring / Assessment**

Not applicable to this Component.

**Category (e): Engagement/Outreach****Task 1: Outreach and Engagement**

Provide presentations about the feasibility study results, development of cost estimates and a structured method of assessing interested party's comments. Conduct engagement and outreach, a minimum of 25 meeting(s), with the following committees and communities over the contract period:

- SVBGSA Board of Directors (4 meetings)
- SVBGSA Advisory Committee (4 meetings)
- SVBGSA Integrated Implementation Committee (2 meetings)
- 180/400-Subbasin Implementation Committee (6 meetings)
- Underrepresented Communities, Disadvantage Communities and Severely Disadvantaged Communities – Castroville Community Services District (2 meetings)
- MCWRA (CSIP Operations Committee; Board of Directors) (6 meetings)
- Monterey 1 Water Board of Directors (1 meeting)

Produce accessible communications products including web page information, detailed project descriptions, public presentations, and hosting of public workshops.

**Deliverables:**

- Provide copies of presentation material
- Copy of committee/board meeting agendas and/or minutes
- Photo of Updated Web Home Page
- Copies of updated Mailchimp newsletter
- Agenda and minutes of at least 5 public workshops

**Task 2: Project and Management Actions Feasibility Update Report**

Provide information on interested party's preference, as well as other portfolios of projects and management actions that achieve additional outcomes to the Board of Directors in assessing possible projects to move forward for sustainability outcomes.

**Deliverables:**

- Project and Management Actions Feasibility and Costs Update Report
- Board of Directors selection of project portfolio

**COMPONENT 5: CONDUCT FEASIBILITY STUDY ON AQUIFER STORAGE AND RECOVERY**

Component 5 will conduct a feasibility assessment of Salinas River Diversion Facility (SRDF) Winter Flow Injection (Preferred Project 9 in the 180/400-Foot Subbasin GSP) which would divert winter flows from the Salinas River using the existing SRDF facilities and inject the water into the 180/400-Foot Aquifer Subbasin to maintain groundwater elevations, improve water quality, and prevent further seawater intrusion, or alternatively, diverted water could be treated used for beneficial reuse that would reduce groundwater pumping. The feasibility assessment will include technical feasibility as well as determining the operational permitting constraints and alignment with existing water rights and permitting and the future Habitat Conservation Plan for the reservoir operations. Component 5 further utilizes the CSIP Distribution System Model to understand operational constraints.

**Category (a): Component Administration**

Prepare reports detailing Component 5 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly

Progress Reports. Collect and organize backup documentation by the Component 5 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 5 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 5 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

**Deliverables:**

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

**Category (b): Planning / Design / Environmental**

**Task 1: Modeling Ability to Address Seawater Intrusion and Groundwater Elevations**

Quantify the project's expected outcomes, including its ability to address seawater intrusion and groundwater levels, using both the Salinas Valley Operational Model (SVOM) and the variable density seawater intrusion model. Run multiple model simulations with various injection well distributions to assess the outcomes of various project designs. Analyze project in comparison to a no-project alternative. Present outcomes as averages for the modeled period, and for drought years in the modeled period to demonstrate any specific drought benefits. Engage interested parties in establishing the assumptions for model simulations.

**Deliverable:**

- Model output description and technical memorandum

**Task 2: Assessment of Project Constraints**

Analyze the existing MCWRA permits and policies that will require revisions for implementing the project. Detail the specific permit requirements that may serve as constraints and engage with MCWRA to discuss opportunities and constraints with pursuit of identified revisions. Complete project permitting memorandum detailing necessary permitting actions and estimating potential costs and timelines associated with completing revisions of permits which will be used to assess the viability of the project, compare to other projects, and plan next steps.

**Deliverables:**

- Memorandum describing identified project constraints and feasibility assessment
- Project permitting memorandum

**Task 3: Initial Water Quality Analysis for Project Permitting**

Demonstrate a history of river water quality in order to assist in obtaining regulatory permits. Complete a river and groundwater sampling plan that establishes seasonal fluctuations in river quality.

**Deliverables:**

- Water quality results and findings memorandum

**Task 4: Distribution System Modeling**

Model how the injection and extraction wells will work in the existing CSIP system. Identify modifications to the CSIP system needed for efficient operation with the injection/extraction wells. Assess how winter water can be delivered to CSIP users from Monterey One Water while river water is injected into Aquifer Storage and Recovery (ASR) wells.

Deliverables:

- Model results memorandum including modifications outcomes and delivery options.

**Category (c): Implementation / Construction**

Not applicable to this Component.

**Category (d): Monitoring / Assessment**

Not applicable to this Component.

**Category (e): Engagement / Outreach**

Not applicable to this Component.

**COMPONENT 6: DEMAND MANAGEMENT FEASIBILITY**

Component 6 will develop a policy framework for how and when a Demand Management Program within the 180/400-Foot Aquifer Subbasin (Subbasin) could reduce the total volume of supply that needs to be generated to reach sustainability as well as determining how extraction can be fairly divided and managed within the Subbasin including voluntary, incentive-based and mandatory programs frameworks. This work will include water rights analysis, facilitated demand-side goal setting with irrigators, and demand management policy framework for adoption by the SVBGSA Board of Directors.

**Category (a): Component Administration**

Prepare reports detailing Component 6 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports.

Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 6 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 6 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 6 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

**Category (b): Planning / Design / Environment****Task 1: Demand Management Program**

Prepare an examination of the legal basis and constraints that must be addressed for a Demand Management Program and present to interested parties, the Advisory Committee, and the Board of Directors.

Deliverables:

- Copy of Demand Management Legal Analysis

**Category (c): Implementation / Construction**

Not applicable to this Component.

**Category (d): Monitoring / Assessment**

Not applicable to this Component.

**Category (e): Engagement / Outreach****Task 2: Interested Party Outreach**

Facilitate discussion by interested parties to review and determine Demand Management options and expected results. Identify core policy considerations, as well as the functional components of the program, relevant SGMA statutes, and the intended approach for the program. Complete a report of facilitated interested party agreements on program type, guiding policy, and recommended type of demand-side management.

**Deliverables:**

- Copy of meeting minutes and outcomes
- Copy of Core policy memorandum
- Copy of interested party agreements and recommendations

**COMPONENT 7: COMPLIANCE REPORTING AND DATA EXPANSION**

Component 7 includes the completion of two Annual Reports and filling data gaps. Four Aquifer properties tests will provide characterization data for the aquifer that was identified as a data gap in the 180/400-Foot Aquifer GSP. These data will add to the hydrologic conceptual model for the 180/400-Foot Aquifer Subbasin (Subbasin). The well registration will establish a relatively accurate count of all active wells in the Subbasin. Through collaboration with other local agencies, well registration will result in a data set of active wells. Well metering will improve estimates of the amount of groundwater extracted from the Subbasin. Well metering will not include *de minimus* well users. The well registration and well metering work will occur in collaboration with the MCWRA and the existing Groundwater Extraction Management System (GEMS) program.

**Category (a): Component Administration**

Prepare reports detailing Component 7 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 7 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 7 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 7 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

**Deliverables:**

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

**Category (b): Planning / Design / Environmental****Task 1: Completion of the 2023 and 2024 Annual Report**

Produce annual reports using data collected during Water Years 2023 and 2024.

**Deliverables:**

- Copies of Annual Reports for Water Years 2023 and 2024

**Task 2: Data Management System (DMS) Update**

House all data for GSP development and Annual Reports. Provide public access via a web map on the SVBGSA website. Use the DMS to develop the Annual Reports. Improve the web map, as needed.

**Deliverables:**

- Copy Updated DMS
- Website screen shot of web map tools on SVBGSA website
- Copy of Quality Assurance Quality Control of DMS
- Website screen shots and list of example products

**Task 3: Address Data Gaps Identified in 180/400-Foot Aquifer GSP**

Identify at least one but up to 3 wells in the 180-Foot Aquifer and at least one but up to 3 wells in the 400-Foot aquifer for aquifer testing. Test each well for a minimum of 8 hours and follow with a 4-hour monitored recovery period.

Conduct field reconnaissance to verify the presence of groundwater dependent ecosystems (GDEs). Extend the verification of GDEs to the entire Subbasin. Complete field verification utilizing state wetland monitoring protocols including RipRam and California Rapid Assessment Method (CRAM).

Identify existing shallow wells adjacent to the Salinas River or install one or two new shallow wells along the Salinas River to establish the level of interconnection. Fill data gaps in the CASGEM well system identified in Chapter 7 of the 180/400-Foot Aquifer GSP.

**Deliverables:**

- GDE Mapping and Identification Memorandum
- Aquifer Properties Technical Report

**Category (c): Implementation / Construction****Task 4: Well Installation**

Install four (4) nested or clustered deep wells to address groundwater level monitoring network data gaps.

**Deliverables:**

- Construction information and location of all wells installed

**Task 5: Well Registration and Metering**

Commence a process to register all wells in the 180/400-Foot Aquifer. Initiate discussions with Monterey County Environmental Health and MCWRA to understand the existing system, conducting interested parties' outreach, identify a software system for registration of all production wells, and initiate well registration effort. Well metering technologies and options will be evaluated, assessed with interested parties, and proposed to improve measuring and reporting of the amount of groundwater extracted from the Aquifer. Address issues identified by DWR in its 180/400-Foot Subbasin GSP approval letter.

**Deliverables:**

- Well Registration Completion Report

**Task 6: Modeling Updates**

Support model updates under the Salinas Valley Cooperative Model and Decision Tool Development including model version updates, climate data updates, software updates and collaborative SVOM evaluation. Complete a publicly published model.

**Deliverables:**

- Technical Report on Model Updates and publicly published model.

**Category (d): Monitoring / Assessment**

Not applicable to this Component.

**Category (e): Engagement / Outreach**

Not applicable to this Component.

**COMPONENT 8: IMPLEMENT DEEP AQUIFER STUDY RECOMMENDATIONS**

Component 8 will complete the recommendations coming from the Deep Aquifer Study currently being conducted by SVBGSA and recommended in the 180/400-Foot GSP. The study will result in recommendations for management and monitoring of the Deep Aquifers. Component 8 will implement the study recommendations and will include a Deep Aquifer ordinance outlining protection management requirements and a monitoring plan consistent with the GEMS system. The study results, ordinance and monitoring program will be adopted by the SVBGSA Board of Directors.

**Category (a): Component Administration**

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports.

Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 8 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 8 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 8 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

**Deliverables:**

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

**Category (b): Planning / Design / Environmental****Task 1: Assess Implementation of Interim Local Management Options**

Implement interim local management options in partnership with Monterey County, including staff development of recommended management actions, legal review and Board approval.

**Deliverables:**

- Interim Management Recommendations Memorandum

**Task 2: Development of Long-Term Local and Long-Term Regional Management Actions**

Operationalize both local and regional management actions that will be recommended for immediate action which will include policy development, legal review, and Board approval.

**Deliverables:**

- Management Recommendations Memorandum
- Draft and Final Ordinance
- Monitoring Plan

**Category (c): Implementation / Construction**

Not applicable to this Component.

**Category (d): Monitoring / Assessment**

Not applicable to this Component.

**Category (e): Engagement / Outreach**

Not applicable to this Component.

**COMPONENT 9: SEAWATER INTRUSION FEASIBILITY STUDY**

Component 9 will conduct feasibility studies for seawater intrusion with a focus on evaluating the technical efficacy of groundwater desalting, developing facility descriptions and locations, and estimates of capital and operating costs. Additional feasibility analysis will include well location determination, land acquisition needs, conveyance and distribution systems, and end-user assessment. Discussions with Monterey One Water and other agencies will lead to a conceptual agreement on the brine disposal options for the desalting plant. The feasibility study will include outreach to assess the willingness and ability of beneficial users, including agriculture and domestic users, to fund the project.

**Category (a): Component Administration**

Prepare reports detailing Component 9 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 9 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task. Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 9 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 9 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

**Deliverables:**

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

**Category (b): Planning / Design / Environmental****Task 1: Feasibility Study**

Conduct feasibility study that includes:

- **Determining location options for extraction wells and brackish water treatment plant.** Locations for the extraction wells and brackish water treatment plant will balance land availability, right of way needs, land costs, proximity to power or other infrastructure needs, and proximity to brine disposal options among other requirements. More than one location for the wells and treatment plant may be chosen for further analysis.
- **Estimate seawater intrusion conditions over time.** Use the Salinas Valley seawater intrusion model that is currently being developed to estimate future seawater intrusion conditions. This will include estimating how the location of the 500 mg/L chloride concentration front moves when the extraction well barrier is activated. Additionally, the model will estimate the concentration of brackish water extracted by the barrier, which will feed into the treatment feasibility study.

- **Initiate Feasibility Study through Draft and Final Reports.** The study will include an assessment of treatment technologies, provide anticipated annual amounts of treated water, present a conceptual treatment plant layout, provide conceptual maps of distribution systems for the treated water, and estimate capital, operating, and maintenance costs.
- **Initiate brine disposal option discussions.** Discussions regarding the options for brine disposal will be initiated with Monterey one Water (M1W) and other agencies as necessary. The outcome of these discussions will be a conceptual agreement on what modifications or upgrades to the Monterey One Water outfall and diffuser may be necessary for brine disposal.
- **Identify end users.** End users of the treated brackish water will be identified through both a public outreach process and conversations with municipalities and small water systems. This task will result in a memorandum that outlines the potential end users of the treated brackish water.
- **Final Feasibility Study to SVBGSA Committees, Advisory Committee, and Board of Directors for direction and receive direction from Board.** The findings of the Feasibility Study will be presented to appropriate SVBGSA committees and the Board.

Deliverables:

- Final Feasibility Study

**Category (c): Implementation / Construction**

Not applicable to this Component.

**Category (d): Monitoring / Assessment**

Not applicable to this Component.

**Category (d): Engagement / Outreach**

Not applicable to this Component.

**Exhibit B**  
**BUDGET**

**Grant Title:** 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022-2024) (Project)

**Grantee: Salinas Valley Basin GSA**

<b>Components</b>	<b>Grant Amount</b>
Component 1: Grant Agreement Administration	\$400,000
Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Recycled Water Plant	\$1,185,000
Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades	\$2,150,000
Component 4 : Interested Parties Outreach and Engagement	\$279,500
Component 5 : Conduct Feasibility Study on Aquifer Storage and Recovery	\$300,000
Component 6 : Demand Management Feasibility	\$200,000
Component 7 : Compliance Reporting and Data Expansion	\$1,850,500
Component 8 : Implement Deep Aquifer Study Recommendations	\$40,000
Component 9 : Seawater Intrusion Feasibility Study	\$1,195,000
<b>Total:</b>	<b>\$7,600,000</b>

**Component 1: Grant Agreement Administration**

Component serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

<b>Budget Categories</b>	<b>Grant Amount</b>
(a) Grant Agreement Administration	\$400,000
<b>Total:</b>	<b>\$400,000</b>

**Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Recycled Water Plant**

Component 2 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$0
(b) Planning / Design / Environmental	\$0
(c) Implementation / Construction	\$1,185,000
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
<b>Total:</b>	<b>\$1,185,000</b>

**Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades**

Component 3 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$5,000
(b) Planning / Design / Environmental	\$520,000
(c) Implementation / Construction	\$1,622,000
(d) Monitoring / Assessment	\$3,000
(e) Engagement / Outreach	\$0
<b>Total:</b>	<b>\$2,150,000</b>

**Component 4: Interested Parties Outreach and Engagement**

Component 4 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$2,500
(b) Planning / Design / Environmental	\$0
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$277,000
<b>Total:</b>	<b>\$279,500</b>

**Component 5: Conduct Feasibility Study on Aquifer Storage and Recovery**

Component 5 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$20,000
(b) Planning / Design / Environmental	\$280,000
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
<b>Total:</b>	<b>\$300,000</b>

**Component 6: Demand Management Feasibility**

Component 6 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$10,000
(b) Planning / Design / Environmental	\$170,000
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$20,000
<b>Total:</b>	<b>\$200,000</b>

**Component 7: Compliance Reporting and Data Expansion**

Component 7 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$5,000
(b) Planning / Design / Environmental	\$945,500
(c) Implementation / Construction	\$900,000
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
<b>Total:</b>	<b>\$1,850,500</b>

**Component 8: Implement Deep Aquifer Study Recommendations**

Component 8 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$5,000
(b) Planning / Design / Environmental	\$35,000
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
<b>Total:</b>	<b>\$40,000</b>

**Component 9: Seawater Intrusion Feasibility Study**

Component 9 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$10,000
(b) Planning / Design / Environmental	\$1,185,000
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
<b>Total:</b>	<b>\$1,195,000</b>

**Exhibit C**  
**SCHEDULE**

**GRANT PROPOSAL TITLE: 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022-2024) (Project)**

Categories	Start Date	End Date
<b>Component 1: Grant Agreement Administration</b>	<b>December 17, 2021</b>	<b>March 31, 2025</b>
(a) Grant Agreement Administration	December 17, 2021	March 31, 2025
<b>Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Recycled Water Plant</b>	<b>July 1, 2022</b>	<b>November 30, 2023</b>
(a) Component Administration	NA	NA
(b) Planning / Design / Environmental	NA	NA
(c) Implementation / Construction	July 1, 2022	November 30, 2023
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	NA	NA
<b>Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades</b>	<b>December 17, 2021</b>	<b>December 31, 2024</b>
(a) Component Administration	December 17, 2021	December 31, 2023
(b) Planning / Design / Environmental	December 17, 2021	May 31, 2023
(c) Implementation / Construction	July 1, 2022	November 30, 2023
(d) Monitoring / Assessment	September 1, 2023	December 31, 2024
(e) Engagement / Outreach	NA	NA
<b>Component 4: Interested Parties Outreach and Engagement</b>	<b>December 17, 2021</b>	<b>January 30, 2025</b>
(a) Component Administration	December 17, 2021	January 30, 2025
(b) Planning / Design / Environmental	NA	NA
(c) Implementation / Construction	NA	NA
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	December 17, 2021	January 30, 2025
<b>Component 5: Conduct Feasibility Study on Aquifer Storage and Recovery</b>	<b>December 17, 2021</b>	<b>June 30, 2024</b>
(a) Component Administration	December 17, 2021	June 30, 2024
(b) Planning / Design / Environmental	December 17, 2021	June 30, 2024
(c) Implementation / Construction	NA	NA
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	NA	NA
<b>Component 6: Demand Management Feasibility</b>	<b>December 17, 2021</b>	<b>June 31, 2024</b>
(a) Component Administration	December 17, 2021	December 31, 2023
(b) Planning / Design / Environmental	December 17, 2021	December 31, 2023
(c) Implementation / Construction	NA	NA
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	December 17, 2021	June 30, 2024
<b>Component 7: Compliance Reporting and Data Expansion</b>	<b>December 17, 2021</b>	<b>December 31, 2024</b>
(a) Component Administration	December 17, 2021	December 31, 2024
(b) Planning / Design / Environmental	December 17, 2021	June 30, 2024
(c) Implementation / Construction	August 1, 2022	June 30, 2024
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	NA	NA

Categories	Start Date	End Date
<b>Component 8: Implement Deep Aquifer Study Recommendations</b>	<b>December 17, 2021</b>	<b>June 30, 2024</b>
(a) Component Administration	December 17, 2021	June 30, 2024
(b) Planning / Design / Environmental	December 17, 2021	June 30, 2024
(c) Implementation / Construction	NA	NA
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	NA	NA
<b>Component 9: Seawater Intrusion Feasibility Study</b>	<b>December 17, 2021</b>	<b>January 30, 2025</b>
(a) Component Administration	December 17, 2021	January 30, 2025
(b) Planning / Design / Environmental	December 17, 2021	January 30, 2025
(c) Implementation / Construction	NA	NA
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	NA	NA

**NOTES:**

*<sup>1</sup>Exhibit C Schedule only dictates the work start date and the work end date for the Budget Category listed. The Grantee must adhere to the Deliverable Due Date Schedule that has been approved by the DWR Grant Manager. The dates listed in Exhibit C Schedule are date ranges that correlates to the Deliverable Due Date Schedule. Eligible costs for each line item will only be approved if the work completed falls within the date ranges listed in Exhibit C.*

**Exhibit D****STANDARD CONDITIONS****D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**

- A. Separate Accounting of Funding Disbursements: the Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. The Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. The Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. The Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the State at any and all reasonable times.
- B. Disposition of Money Disbursed: All money disbursed pursuant to this Grant Agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- C. Remittance of Unexpended Funds: The Grantee shall remit to the State any unexpended funds that were disbursed to the Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from the State to the Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

**D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: The Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Budget Act of 2021 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.****D.3. AMENDMENT: This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." The State shall have no obligation to agree to an amendment.****D.4. AMERICANS WITH DISABILITIES ACT: By signing this Grant Agreement, the Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.****D.5. AUDITS: The State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by the State. After completion of the Project, the State may require the Grantee to conduct a final audit to the State's specifications, at the Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may elect to pursue any remedies provided in Paragraph 10, "Default Provisions" or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.**

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

D.6. **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for this program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State to make any payments under this Grant Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement and the Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to the State, or offer a Grant Agreement amendment to the Grantee to reflect the reduced amount.

D.7. **CALIFORNIA CONSERVATION CORPS:** The Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.

D.8. **CEQA:** Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the DWR Grant Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once the State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 10, "Default Provisions."

D.9. **CHILD SUPPORT COMPLIANCE ACT:** The Grantee acknowledges in accordance with Public Contract Code section 7110, that:

- The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
- The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

D.10. **CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. The State and the Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

D.11. **COMPETITIVE BIDDING AND PROCUREMENTS:** The Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by the State under this Grant Agreement must be in writing and shall comply with all applicable laws and regulations

regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.

D.12. **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

D.13. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.

- A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
- D. Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

D.14. **DELIVERY OF INFORMATION, REPORTS, AND DATA:** The Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.

D.15. **DISPOSITION OF EQUIPMENT:** The Grantee shall provide to the State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by the State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory the State shall provide the Grantee with a list of the items on the inventory that the State will take title to. All other items shall become the property of the Grantee. The State shall arrange for delivery from the Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by the State.

D.16. **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant Agreement, the Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
- B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
  - i. The dangers of drug abuse in the workplace,
  - ii. The Grantee's policy of maintaining a drug-free workplace,
  - iii. Any available counseling, rehabilitation, and employee assistance programs, and
  - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
  - i. Will receive a copy of the Grantee's drug-free policy statement, and
  - ii. Will agree to abide by terms of the Grantee's condition of employment, contract or subcontract.

D.17. **EASEMENTS:** Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant Agreement, an appropriate easement or other title restriction shall be provided and approved by the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

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

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

D.18. **FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER:** Upon completion of the Project, the Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.

D.19. **GRANTEE'S RESPONSIBILITIES:** The Grantee and its representatives shall:

- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A, "Work Plan" and in accordance with Project Exhibit B, "Budget" and Exhibit C, "Schedule".
- B. Must maintain eligibility requirements as outlined in the 2021 Guidelines and 2021 PSP and pursuant to Paragraph 11.
- C. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- D. Comply with all applicable California, federal, and local laws and regulations.
- E. Implement the Project in accordance with applicable provisions of the law.
- F. Fulfill its obligations under the Grant Agreement and be responsible for the performance of the Project.

- G. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. The Grantee shall provide copies of permits and approvals to the State.
- H. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by the State is solely for the purpose of proper administration of funds by the State and shall not be deemed to relieve or restrict responsibilities of the Grantee under this Agreement.
- I. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

D.20. **GOVERNING LAW:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

D.21. **INCOME RESTRICTIONS:** The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

D.22. **INDEMNIFICATION:** The Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, and any breach of this Agreement. The Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

D.23. **INDEPENDENT CAPACITY:** The Grantee, and the agents and employees of the Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

D.24. **INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may withhold disbursements to the Grantee or take any other action it deems necessary to protect its interests.

D.25. **INSPECTIONS OF PROJECT BY STATE:** The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and the Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with the State.

D.26. **LABOR CODE COMPLIANCE:** The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation

or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

D.27. **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Funding Recipient, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Funding Agreement (Level I – Informal). Non-material changes with respect to work plan are changes that help clarify the original language, addition of task without deleting others, and minor edits that will not result in change to the original scope. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Funding Recipient to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.

D.28. **NONDISCRIMINATION:** During the performance of this Grant Agreement, the Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. The Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. The Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.

D.29. **OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

D.30. **PERFORMANCE BOND:** Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)

D.31. **PRIORITY HIRING CONSIDERATIONS:** If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

D.32. **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with the Grantee's service of water, without prior permission of the State. The Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and

assessments that could adversely affect the ability of the Grantee meet its obligations under this Grant Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State.

- D.33. **PROJECT ACCESS:** The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.34. **REMAINING BALANCE:** In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.35. **REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.36. **RETENTION:** The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
- D.37. **RIGHTS IN DATA:** The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.38. **SEVERABILITY:** Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.39. **SUSPENSION OF PAYMENTS:** This Grant Agreement may be subject to suspension of payments or termination, or both if the State determines that:
  - A. The Grantee, its contractors, or subcontractors have made a false certification, or
  - B. The Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.40. **SUCCESSORS AND ASSIGNS:** This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by the State and made subject to such reasonable terms and conditions as the State may impose.
- D.41. **TERMINATION BY THE GRANTEE:** Subject to State approval which may be reasonably withheld, the Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, the Grantee must provide a reason(s) for termination. The Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.42. **TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 10, "Default Provisions," the State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 10, "Default Provisions."

D.43. **TERMINATION WITHOUT CAUSE:** The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.

D.44. **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.

D.45. **TIMELINESS:** Time is of the essence in this Grant Agreement.

D.46. **UNION ORGANIZING:** The Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, the Grantee, by signing this Grant Agreement, hereby certifies that:

- A. No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
- B. The Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
- C. The Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
- D. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.

D.47. **VENUE:** The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.

D.48. **WAIVER OF RIGHTS:** None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

**Exhibit E**  
**AUTHORIZING RESOLUTION ACCEPTING FUNDS**

**Before the Board of Directors of the  
Salinas Valley Basin Sustainable Groundwater Management Agency**

Resolution No. 2022-08 )  
 Resolution Authorizing Application to the )  
 California Department of Water Resources to )  
 obtain a grant under the 2021 Sustainable )  
 Groundwater Management (SGM) Grant )  
 Program Implementation – Round 1 Grant )  
 pursuant to the California Drought, Water, )  
 Parks, Climate, Coastal Protection, and )  
 Outdoor Access For All Act of 2018 )  
 (Proposition 68) (Public Resource Code § )  
 80000 et. seq.) and the California Budget Act )  
 of 2021 (Stats. 2021 ch. 240, § 80).

WHEREAS, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319, and Assembly Bill 1739, collectively known as the Sustainable Groundwater Management Act (SGMA), which amended the Water Code (Part 2.74 of Division 6 of the Water Code, Sections 10720-10737.8) and provides the framework for sustainable groundwater management planning and implementation; and

WHEREAS, SGMA went into effect on January 1, 2015; and

WHEREAS, SGMA requires local public agencies and Groundwater Sustainability Agencies (GSAs) to develop and implement Groundwater Sustainability Plans (GSPs) or alternatives to GSPs for designated high and medium priority groundwater basins and subbasins; and

WHEREAS, SGMA authorizes a combination of local agencies to form a GSA by entering into a joint powers agreement as authorized by the Joint Exercise of Powers Act (Chapter 5 of Division 7 of Title 1 of the California Government Code); and

WHEREAS, the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) is such a joint powers authority and formed effective December 22, 2016, for the purposes of being the GSA for the Salinas Valley Groundwater Basin within the County of Monterey, but not including the area within the jurisdictional boundaries of the Marina Coast Water District, City of Marina GSA, the City of Greenfield, or the adjudicated Seaside sub-basin; and

WHEREAS, SGMA requires that a basin have an adopted GSP by no later than January 31, 2020, if a high or medium priority basin is designated as critically overdrafted, and no later than January 31, 2022, if a high or medium priority basin is not designated as critically overdrafted; and

WHEREAS, the Salinas Valley Basin managed by the SVBGSA encompasses sub-basins that are designated by the California Department of Water Resources (DWR) as medium-priority and high-priority, one of which is a critically overdrafted sub-basin, and therefore is required to be managed by a GSP or coordinated GSPs by as early as January 31, 2020; and

WHEREAS, the SVBGSA completed and filed with the Department of Water Resources the 180/400-Foot Aquifer GSP by January 31, 2020; and

WHEREAS, the California Budget Act of 2021 (Stats. 2021 ch. 240, § 80) appropriates a total of \$180 million for SGMA implementation, and the California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access for All Act of 2018 (Proposition 68) (Public Resource Code § 80000 et. seq.) authorizes the Legislature to appropriate a total of \$120 million to DWR for drought and groundwater investments to achieve regional sustainability; and

WHEREAS, DWR is administering solicitations for the Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation grant using funds authorized by the California Budget Act of 2021 and Proposition 68 for projects that encourage sustainable management of groundwater resources and support SGMA, and/or invest in groundwater recharge projects with surface water, stormwater, recycled water, and other conjunctive use projects; NOW THEREFORE,

BE IT RESOLVED by the Board of Directors of the Salinas Valley Basin Groundwater Sustainability Agency, as follows:

1. That an application be made to the California Department of Water Resources to obtain a grant under the 2021 Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Round 1 Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68) (Pub. Resource Code, § 80000 et seq.) and the California Budget Act of 2021 (Stats. 2021, ch. 240, § 80) and to enter into an agreement to receive a grant for the 180/400-Foot Aquifer Groundwater Sustainability Plan 2022 Implementation Program.
2. The General Manager of the Salinas Valley Basin Groundwater Sustainability Agency, or designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement and any future amendments (if required), submit invoices, and submit any reporting requirements with the California Department of Water Resources.

PASSED AND ADOPTED on this 10th day of February 2022 by the following vote, to-

wit: AYES: Directors Adams, Alejo, Bramers, Brennan, Chapin, Cremers, Granillo,

McIntyre, Stefani, and Chair Pereira

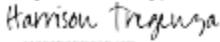
NOES:

ABSENT: Director Rocha

ABSTAIN:

I, Harrison Tregenza, Clerk of the Board of Directors of the Salinas Valley Basin Groundwater Sustainability Agency, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Directors duly made and entered in the minutes thereof for the meeting of February 10, 2022.

Dated: 2/14/2022

Harrison Tregenza, Clerk of the Board of Directors of the Salinas Valley Basin  
Groundwater Sustainability Agency,  
County of Monterey, State of California  
  
Harrison Tregenza

## Exhibit F

### REPORT FORMATS AND REQUIREMENTS

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

#### 1. QUARTERLY PROGRESS REPORTS

A Quarterly Progress Report template will be provided by the DWR Grant Manager. Grantees must use the template provided for all Quarterly Progress Reports to obtain reimbursement reported. The Quarterly Progress Report must accompany an Invoice and be numbered the same for ease of reference for auditing purposes. In addition, the reporting period for the Quarterly Progress Report must also align with the corresponding quarterly Invoice.

#### 2. COMPONENT COMPLETION REPORT

Component Completion Reports shall generally use the following format. This report should summarize all work completed as part of this grant. This is standalone document and should not reference other documents or websites. Web links are edited or removed over time. These grants can be audited several years after they are closed. Therefore, links are not appropriate to include in the close out reports

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

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

REPORTS AND/OR PRODUCTS – The following items should be provided

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Self-Certification that the Project meets the stated goal of the Grant Agreement (e.g. 100-year level of flood protection, HMP standard, PI-84-99, etc.)
- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

COSTS AND DISPOSITION OF FUNDS – A list of showing:

- The date each invoice was submitted to the State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Grantee for meeting its cost sharing obligations under this Grant Agreement.
- A summary of final funds disbursement including:
  - Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.
  - Evaluation cost information, shown by material, equipment, labor costs, and any change orders
  - Any other incurred cost detail

- A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:
  - Accounting of the cost of project expenditure;
  - Include all internal and external costs not previously disclosed; and
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

**ADDITIONAL INFORMATION** – Any relevant additional Information should be included.

### **3. GRANT COMPLETION REPORT**

The Grant Completion Report shall generally use the following format. This report should summarize all work completed as part of this grant. This is standalone document and should not reference other documents or websites. Web links are edited or removed over time. These grants can be audited several years after they are closed. Therefore, links are not appropriate to include in the close out reports.

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion whether the level, type, or magnitude of benefits of each project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; and a summary of final funds disbursement for each project.

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

### **4. POST-PERFORMANCE REPORT**

The Post Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance. The PPR should be following the Methodology Report for the specific project type(s) provided by the DWR Grant Manager. The PPR should identify whether the project is being operated and maintained. DWR requirements is for all funded projects should be maintained and operated for a minimum of 15 years. If the project is not being maintained and operated, justification must be provided. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

#### **Reports and/or products**

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

**Exhibit G****REQUIREMENTS FOR DATA SUBMITTAL****Surface and Groundwater Quality Data:**

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

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

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

**Groundwater Level Data**

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

**Exhibit H****STATE AUDIT DOCUMENT REQUIREMENTS**

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

**State Audit Document Requirements**Internal Controls

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

State Funding:

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

Contracts:

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

Invoices:

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

Cash Documents:

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

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

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

Project Files:

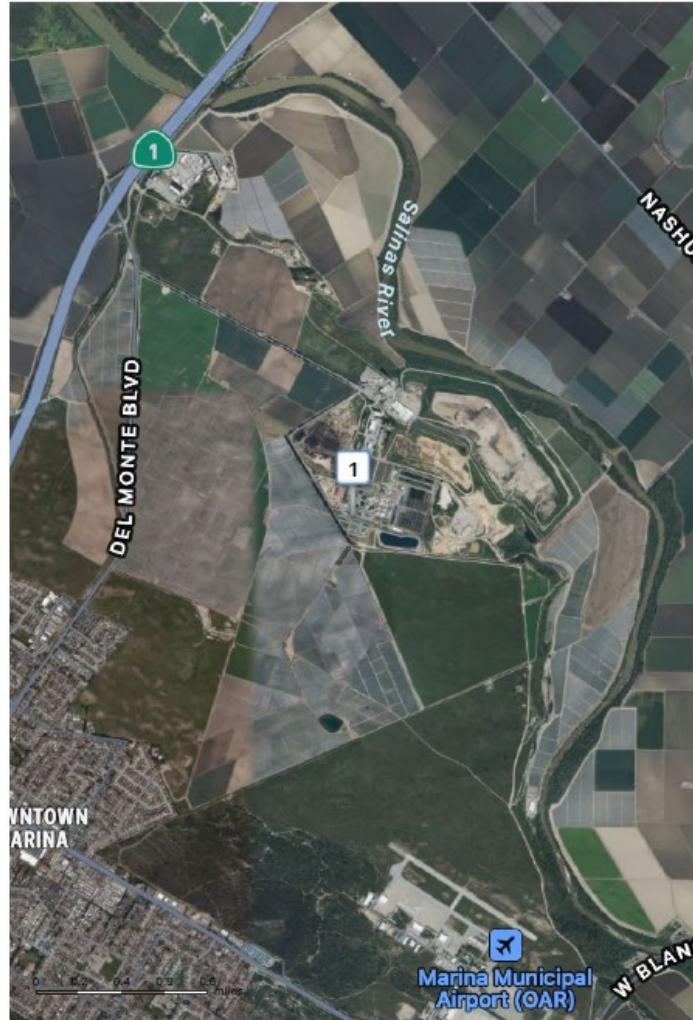
1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

Exhibit I

PROJECT LOCATION

**Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Plant**

 **Monterey One Water Plant**  
near Salinas



Lat 36.70527°N, 12177101°W

COMPONENT 2 Project Site

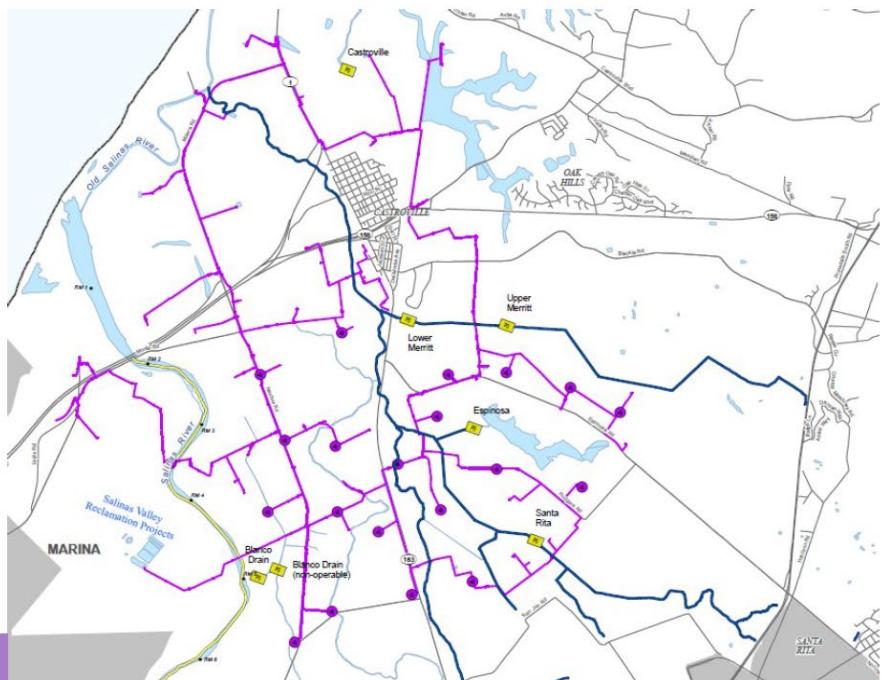


Monterey One Water  
Salinas, CA 93908  
+1 (831) 372-3367  
14811 Del Monte  
Boulevard  
Marina, CA 93933

### Project Location

#### Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades

## DISTRIBUTION SYSTEM Castroville Seawater Intrusion Project (CSIP)



36.74630° N, 121.77600° W

September 28, 2020

9

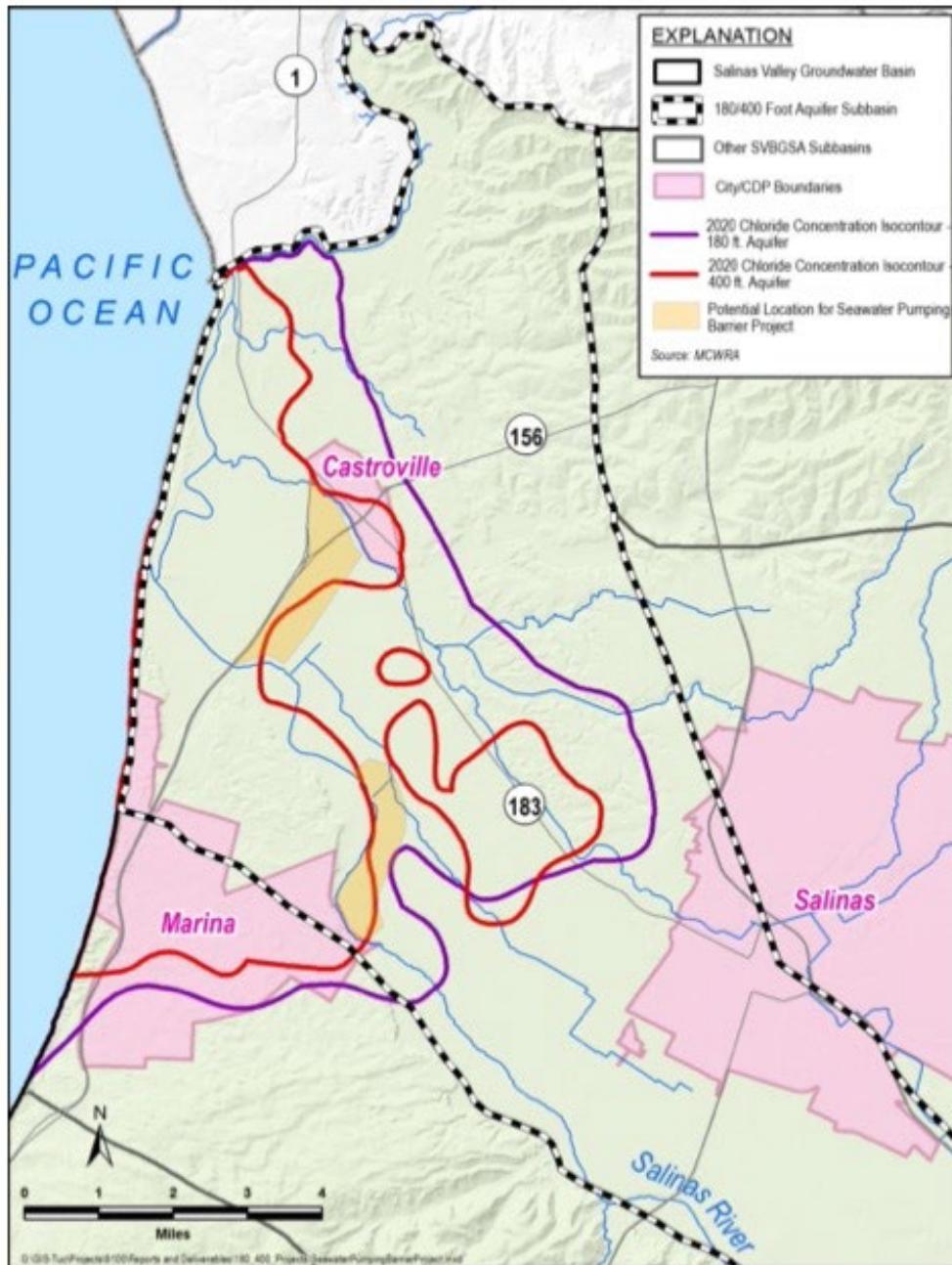


Component 3 Project Location - CSIP

36.74630° N, 121.77600° W



**Project Location**  
**Component 9: Seawater Intrusion Feasibility Study**



### **Project Location (Entire GSA Area)**

## Components 1: Grant Agreement Administration

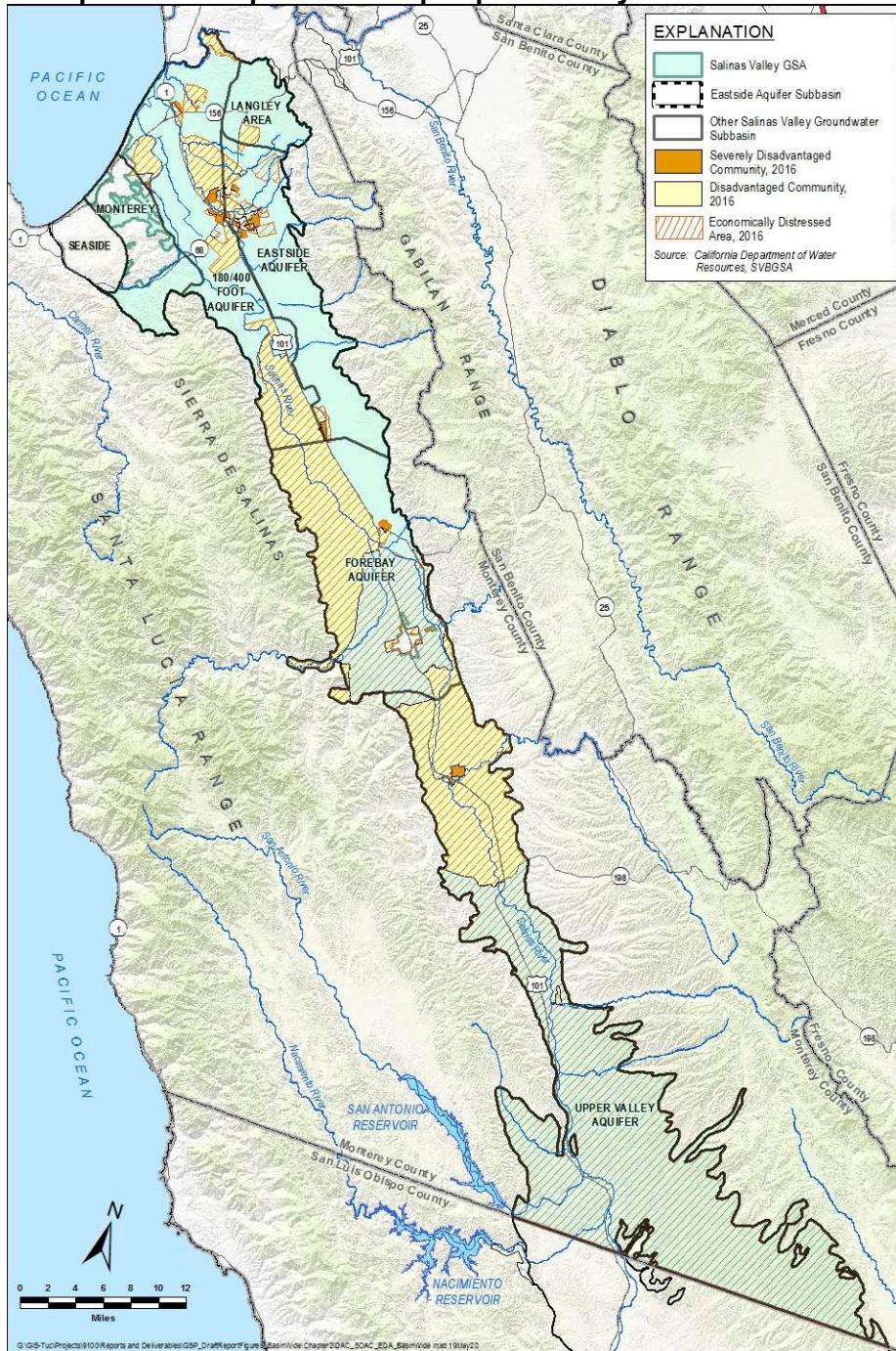
#### **Component 4: Interested Parties Outreach and Engagement**

## Component 5: Conduct Feasibility Study on Aquifer Storage and Recovery

## Component 6: Demand Management Feasibility

## Component 7: Compliance Reporting and Data Expansion

## Component 8: Implement Deep Aquifer Study Recommendations



**Exhibit J**  
**MONITORING AND MAINTENANCE PLAN COMPONENTS**

**Introduction**

- Goals and objectives of project
- Site location and history
- Improvements implemented

Detailed monitoring methods and protocols specific to the components listed in Exhibit A will be provided by the Grant Manager later. The full monitoring method report is available on the SGM Grant Program website at: [www.water.ca.gov/sgmgrants](http://www.water.ca.gov/sgmgrants).

**Exhibit K**  
**LOCAL PROJECT SPONSORS**  
*NOT APPLICABLE*

**Exhibit L****APPRAISAL SPECIFICATIONS**

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

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

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

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

**Exhibit M****INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE**

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

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

**EXHIBIT N**  
**PROJECT MONITORING PLAN GUIDANCE**

**Introduction**

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

**Component Monitoring Plan Requirements**

Detailed monitoring methods and protocols specific to the components listed in Exhibit A will be provided by the Grant Manager later. The full monitoring method report is available on the SGM Grant Program website at: [www.water.ca.gov/sgmgrants](http://www.water.ca.gov/sgmgrants).

**EXHIBIT O****INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES**

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

**Administration Charges**

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the project are eligible for reimbursement. Cost such as rent, office supplies, fringe benefits, etc. can be “Direct Costs” and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A “fully-burdened labor rate” can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
  - Non-project specific personnel and accounting services performed within the Grantee or an LPS’ organization
  - Generic markup
  - Tuition
  - Conference fees
  - Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed

**Labor Rates**

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet). The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will be reimbursed by grant funds and the corresponding hourly rate range. These rates should be “burdened”; the burdened rate must be consistent with the Grantee’s/Local Project Sponsors standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate letter

**FIRST AMENDMENT TO THE  
SUBGRANT AGREEMENT BETWEEN THE SALINAS VALLEY BASIN GROUDWATER  
SUSTAINABILITY AGENCY AND MONTEREY COUNTY WATER RESOURCES AGENCY,  
RELATED TO GRANT AGREEMENT NUMBER 4600014638 SUSTAINABLE  
GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION GRANT**

This First Amendment to the Subgrant Agreement between the Salinas Valley Basin Groundwater Sustainability Agency and Monterey County Water Resources Agency, Related to Grant Agreement Number 4600014638 Sustainable Groundwater Management Act Implementation Grant (Agreement) is made on 6/30/2023, 2023.

**RECITALS**

The Parties entered into that certain Subgrant Agreement dated October 10, 2022. The Parties now desire to amend the terms of the Agreement as more particularly set forth herein.

NOW THEREFORE, the Parties agree as follows:

**AMENDMENT TO AGREEMENT**

Section 3 is amended as follows:

3) SUBGRANTEE ELIGIBLE GRANT FUND AMOUNT. The Subgrantee is only eligible to receive Grant Funds for **Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Recycled Water Plant; Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades; Component 5 Aquifer Storage and Recovery – assistance with Task 2 and 4 ; and Component 7: Compliance Reporting and Data Expansion – Task 5 Well Registration and Metering and Task 6 Modeling Updates; and Component 9 Seawater Intrusion Feasibility Study (“Subgrantee Projects”)**. The not to exceed costs for the four Components are \$1,185,000 for Component 2; \$2,150,000 for Component 3; \$45,000 for Component 5; and \$310,000 for Component 7 as estimated by SVBGSA, and \$131,000 for Component 9. Eligible costs for the Subgrantee Projects include those directly related to Exhibit A incurred after December 17, 2021, but before February 28, 2025.

EXHIBIT A - WORK PLAN is amended to include the following:

**COMPONENT 9: SEAWATER INTRUSION FEASIBILITY STUDY**

Category (b): Planning / Design / Environmental

Task 1: Feasibility Study - Water quality sampling to provide data to determine location options for extraction wells and brackish water treatment plant, as described in Attachment 1.

Exhibit B – Budget is amended to include the following:

**Component 9: Seawater Intrusion Feasibility Study**

<b><u>Budget Categories</u></b>	<b><u>Grant Amount</u></b>
<u>(a) Component Administration</u>	<u>\$0</u>
<u>(b) Planning / Design / Environmental</u>	<u>\$131,000</u>
<u>(c) Implementation / Construction</u>	<u>\$0</u>

<u>(d) Monitoring / Assessment</u>	<u>\$0</u>
<u>(e) Engagement / Outreach</u>	<u>\$0</u>
<b>Total:</b>	<b><u>\$131,000</u></b>

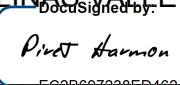
Exhibit C – Schedule is amended to include the following:

**Component 9: Seawater Intrusion Feasibility Study**

(b) Planning / Design / Environmental – End Date January 31, 2025

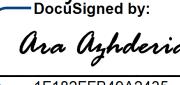
IN WITNESS WHEREOF, GSA and SUBGRANTEE have executed this Amendment as of the day and year written below.

SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY

By  DocuSigned by:  
Piret Harmon  
EC2B697290ED462...  
Piret Harmon, General Manager

Date: 6/30/2023, 2023

Monterey COUNTY WATER RESOURCES AGENCY

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

Date: 7/17/2023, 2023

Exhibit A: Seawater Intrusion Barrier Feasibility Study Groundwater Sampling Plan

**Exhibit A**  
**Amendment 1 to MCWRA SGMA Round 1 Subgrantee Agreement**

**Salinas Valley Basin GSA – Seawater Intrusion Barrier Feasibility Study**  
**Groundwater Sampling Plan**  
**05/23/23**

### **Introduction**

In order to assess feasibility of the Seawater Intrusion Barrier Project (Project), the quality of water that will be extracted from the Salinas Valley 180/400-foot Groundwater Basins are to be sampled and quantified. This data will be used to establish a baseline condition, estimate a range of future quality, be used to size treatment facilities, and be used to identify potential NPDES discharge concerns for reverse osmosis concentrate (ROC).

### **Representative Wells and General Sampling**

All wells that will be sampled are active wells included in the typical County annual sampling campaign. The County team will follow typical sampling protocols and well flushing for these wells.

A total of 2 wells from the 180-ft aquifer and 7 wells from the 400-ft aquifer will be sampled for the June 2023 sampling event. Well IDs are shown in the table below. Mapped well locations are included as Attachment A.

In addition to sampling these 9 total wells, 1 full set of field blanks will be prepared for the full suite of samples. The County will select 1 sampling event at random to run the set of blanks on.

Table 1 Selected Wells to be Sampled

Aquifer	State Water ID	Facility Code
180-ft	14S/02E-15L02	14501
180-ft	14S/02E-22P02	766
400-ft	13S/02E-28M02	2455
400-ft	13S/02E-32J03	2429
400-ft	14S/02E-05C03	1162
400-ft	14S/02E-09D04	2659
400-ft	12S/02E-08C03	1466
400-ft	14S/02E-07L05	1255
400-ft	14S/02E-07L04	1257

### **Field Sampling Details**

Field sampling equipment will be provided and shipped by Carollo Engineers. The equipment will arrive calibrated and include standard operating procedures. Please procure a minimum of one set of field samples per well. Field sampling will be required for the following parameters:

Table 2 Field Sampling Parameters

Parameter	Equipment
pH	Hach PHC101
Temperature	See Note 1
ORP	Hach MTC401
DO	Hach LDO101
Turbidity	Hach 2100P
Silt Density Index	SDI Solutions CDP880 (SDI-PU)

Notes:

1. Temperature can be measured using either the Hach PHC101 or Hach MTC401.

Field filtering shall also be performed to assess dissolved iron and manganese. Utilize the provided syringe filters to filter the appropriate amount of volume (per County Lab directive) for the iron and manganese samples.

### Lab Sampling Details

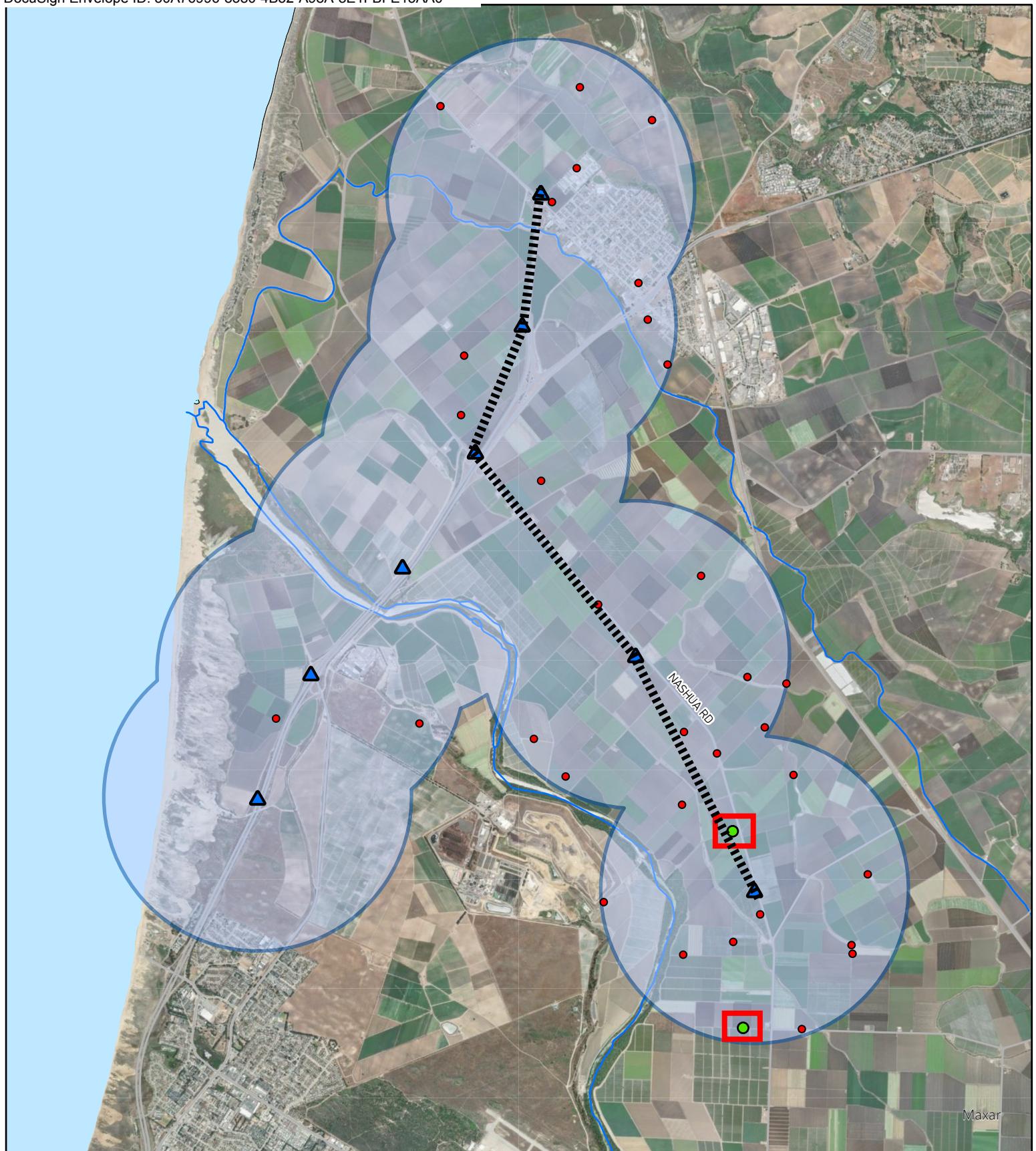
Samples will be collected to analyze for the following constituents:

- California Ocean Plan Constituents – To determine future impacts to contributing reverse osmosis concentrate generated from implementation of this project to the existing Monterey One Water outfall.
- Drinking Water Maximum Contaminant Levels (MCLs) – To determine potential human health risks associated with utilizing treated groundwater in this area as a drinking water source.
- Additional Constituents for Reverse Osmosis (RO) sizing

Attachment B provides a full list of each of these constituents to be sampled along with the suggested test method and detection limit. Sample collection and lab procedures for each constituent shall be per County lab (or contracted lab) directive.

Attachment A

## 180-FT AND 400-FT WELL SAMPLING MAPS

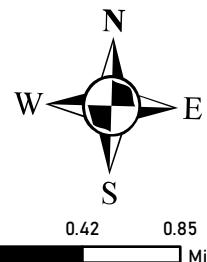


### Wells Within 1 Mile of the Proposed Extraction Barrier Wells

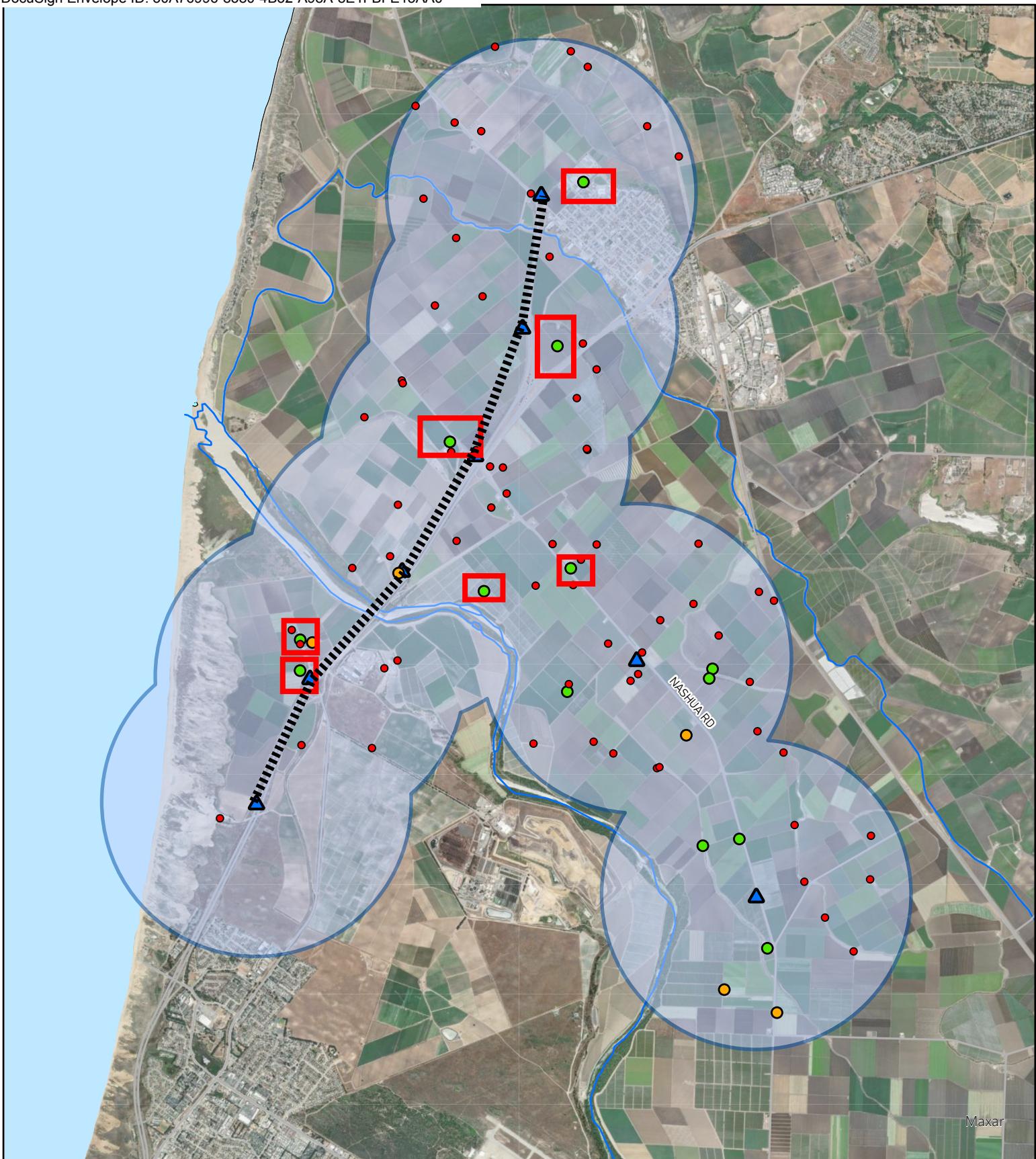
180-FT Aquifer

#### Legend

- ▲ Proposed Extraction Barrier Wells
- Barrier 1 Mile Buffer
- Current WRA Program Well
- Yes
- No



Monterey County  
Water Resources Agency  
Date : 4/26/2023

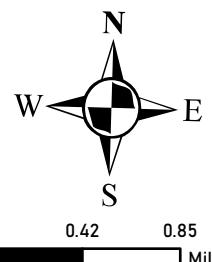


## Wells Within 1 Mile of the Proposed Extraction Barrier Wells

400-FT Aquifer

### Legend

- ▲ Proposed Extraction Barrier Wells
- Barrier 1 Mile Buffer
- Current WRA Program Well
- Yes
- No
- Further Recon Needed
- Potential



Monterey County  
Water Resources Agency  
Date : 4/26/2023

Attachment B

## LAB SAMPLE CONSTITUENT LIST

Constituent	Units	Analytical Method	County Lab Performed?	If not CCC, can it be subcontracted?	Subcontracted Lab
Total Dissolved Solids (TDS)	mg/L	E160.1/SM2540C	Y		
Turbidity	NTU	EPA 180.1	Y		
Calcium	mg/L	EPA 200.7	Y		
Iron	ug/L	EPA 200.7	Y		
Iron, Dissolved	mg/L	EPA 200.7	Y		
Magnesium	mg/L	EPA 200.7	Y		
Potassium	mg/L	EPA 200.7	Y		
Aluminium	ug/L	EPA 200.8	Y		
Antimony	ug/L	EPA 200.8	Y		
Arsenic	ug/L	EPA 200.8	Y		
Barium	ug/L	EPA 200.8	Y		
Beryllium	ug/L	EPA 200.8	Y		
Cadmium	ug/L	EPA 200.8	Y		
Chromium (Total)		EPA 200.8	Y		
Copper	ug/L	EPA 200.8	Y		
Lead	ug/L	EPA 200.8	Y		
Manganese	ug/L	EPA 200.8	Y		
Manganese, Dissolved	mg/L	EPA 200.8	Y		
Nickel	ug/L	EPA 200.8	Y		
Selenium	ug/L	EPA 200.8	Y		
Silver	ug/L	EPA 200.8	Y		
Thallium	ug/L	EPA 200.8	Y		
Zinc	ug/L	EPA 200.8	Y		
Sodium	mg/L	EPA 273.1	Y EPA200.7		
Chloride	mg/L	EPA 300.0	Y		
Nitrate	mg/L as N	EPA 300.0	Y		
Nitrite (as N)	mg/L as N	EPA 300.0	Y		
Sulfate	ug/L	EPA 300.0	Y		
Total Nitrate/Nitrite (as N)	mg/L as N	EPA 300.0	Y		
Alkalinity	mg/L as C	EPA 310.1	Y		
Odor	TON	SM 2150B	Y		
Fluoride	ug/L	SM 4500F-C	Y EPA300.0		
Foaming Agents (MBAS)	ug/L	SM 5540C	Y		
Specific Conductance (Conductivity)	uS/cm	SM2510B	Y		
Color	Co-units		Y		
Cyanide	ug/L	QuikChem 10-20	N	Y	BSK
Boron	ug/L	EPA 200.7	Y		
Vanadium	ug/L	EPA 200.8	Y		
Bromide	mg/L	EPA 300.0	Y		
Total Chlorine Residual	mg/L	EPA 330.5	Y		
Mercury	ug/L	CL 245.2	N	Y EPA 245.7 or ER	BSK
Asbestos	MFL	EPA 100.2	N	Y	LA Testing
Hydrogen Sulfide	mg/L	EPA 15	N	Y	Weck Laboratories
2,3,7,8-TCDD (dioxin)	ug/L	EPA 1613B	N	Y	Ceres Analytical Lab
Silica	mg/L	EPA 200.7	N	Y	BSK
Chromium (III)	ug/L	EPA 200.8	N	Y	BSK
Chromium (Hexavalent)	ug/L	EPA 218.6	N	Y	BSK
Uranium	pCi/L	EPA 200.8	N	Y	BSK
Bromate	ug/L	EPA 317	N	Y	BSK
Perchlorate	ug/L	EPA 331.0	N	Y	McCampbell Analytical
Ammonia	mg/L	EPA 350.1	N	Y	BSK
Total Organic Carbon		EPA 415.3	N	Y SM 5310C	BSK
Alachlor	ug/L	EPA 505	N	Y	BSK
Lindane	ug/L	EPA 505	N	Y	BSK
Methoxychlor	ug/L	EPA 505	N	Y	BSK
Toxaphene	ug/L	EPA 505	N	Y	BSK
2,4- Dichlorophenoxyacetic acid (2,4-D)	ug/L	EPA 515.4	N	Y	BSK
2,4,5-TP (Silvex)	ug/L	EPA 515.4	N	Y	BSK
Bentazon	ug/L	EPA 515.4	N	Y	BSK
Dalapon	ug/L	EPA 515.4	N	Y	BSK
Dinoseb	ug/L	EPA 515.4	N	Y	BSK
Pentachlorophenol	ug/L	EPA 515.4	N	Y	BSK
Picloram	ug/L	EPA 515.4	N	Y	BSK

Constituent	Units	Analytical Method	County Lab Performed?	If not CCC, can it be subcontracted?	Subcontracted Lab
1,1,2-Trichloro-1,2,2- Trifluoroethane (Freon 113)	ug/L	EPA 524.2	N	Y	BSK
1,2,4-Trichlorobenzene	ug/L	EPA 524.2	N	Y	BSK
1,2,4-Trimethylbenzene	ug/L	EPA 524.2	N	Y	BSK
1,2-Dichlorobenzene	ug/L	EPA 524.2	N	Y	BSK
1,2-Dichloroethane (1,2-DCA)	ug/L	EPA 524.2	N	Y	BSK
1,2-Dichloropropane	ug/L	EPA 524.2	N	Y	BSK
1,3,5-Trimethylbenzene		EPA 524.2	N	Y	BSK
2-Chlorotoluene	ug/L	EPA 524.2	N	Y	BSK
4-Chlorotoluene	ug/L	EPA 524.2	N	Y	BSK
cis-1,2-Dichloroethylene	ug/L	EPA 524.2	N	Y	BSK
Dichlorodifluoromethane (Freon 12)	ug/L	EPA 524.2	N	Y	BSK
Isopropylbenzene	ug/L	EPA 524.2	N	Y	BSK
Methyl tertiary butyl ether (MTBE)	ug/L	EPA 524.2	N	Y	BSK
Naphthalene	ug/L	EPA 524.2	N	Y	BSK
n-Butylbenzene	ug/L	EPA 524.2	N	Y	BSK
n-Propylbenzene	ug/L	EPA 524.2	N	Y	BSK
sec-Butylbenzene	ug/L	EPA 524.2	N	Y	BSK
Styrene	ug/L	EPA 524.2	N	Y	BSK
tert-Butylbenzene	ug/L	EPA 524.2	N	Y	BSK
Toluene	ug/L	EPA 524.2	N	Y	BSK
Total Trihalomethanes	ug/L	EPA 524.2	N	Y	BSK
trans-1,2- Dichloroethylene	ug/L	EPA 524.2	N	Y	BSK
Trichlorofluoromethane (Freon 11)	ug/L	EPA 524.2	N	Y	BSK
Xylenes (total)	ug/L	EPA 524.2	N	Y	BSK
1,2,3- Trichloropropane	ug/L	EPA 524M	N	Y	BSK
Benzo(a)pyrene	ug/L	EPA 525.2	N	Y	BSK
Di(2- ethylhexyl)adipate	ug/L	EPA 525.2	N	Y	BSK
Di(2- ethylhexyl)phthalate (DEHP)	ug/L	EPA 525.2	N	Y	BSK
Diazinon	ug/L	EPA 525.2	N	Y	BSK
Molinate	ug/L	EPA 525.2	N	Y	BSK
Propachlor	ug/L	EPA 525.2	N	Y	BSK
Thiobencarb	ug/L	EPA 525.2	N	Y	BSK
Thiobencarb	ug/L	EPA 525.2	N	Y	BSK
Carbofuran	ug/L	EPA 531.2	N	Y	BSK
Oxamyl	ug/L	EPA 531.2	N	Y	BSK
Perfluorobutanesulfonic acid (PFBS)	ug/L	EPA 537.1	N	Y	
Perfluorooctanesulfonic acid (PFOS)	ug/L	EPA 537.1	N	Y	
Perfluorooctanoic acid (PFOA)	ug/L	EPA 537.1	N	Y	
Glyphosate	ug/L	EPA 547	N	Y	
Endothal	ug/L	EPA 548.1	N	Y	
Diquat	ug/L	EPA 549.2	N	Y	
Haloacetic Acids (five) (HAA5)	mg/L		N	Y	BSK
Aldrin	ug/L	EPA 608	N	Y	BSK
Chlordane	ug/L	EPA 608	N	Y	BSK
DDT	ug/L	EPA 608	N	Y	BSK
Dieldrin	ug/L	EPA 608	N	Y	BSK
Endosulfan	ug/L	EPA 608	N	Y	BSK
Endrin	ug/L	EPA 608	N	Y	BSK
Heptachlor	ug/L	EPA 608	N	Y	BSK
Heptachlor Epoxide	ug/L	EPA 608	N	Y	BSK
PCBs <sup>[b]</sup>	ug/L	EPA 608	N	Y	BSK
Toxaphene	ug/L	EPA 608	N	Y	BSK
1,1,1-Trichloroethane	ug/L	EPA 624	N	Y	BSK
1,1,2,2-Tetrachloroethane	ug/L	EPA 624	N	Y	BSK
1,1,2-Trichloroethane	ug/L	EPA 624	N	Y	BSK
1,1-Dichloroethylene	ug/L	EPA 624	N	Y	BSK
1,2-Dichloroethane	ug/L	EPA 624	N	Y	BSK
1,3-dichloropropene	ug/L	EPA 624	N	Y	BSK
Acrolein	ug/L	EPA 624	N	Y	BSK
Acrylonitrile	ug/L	EPA 624	N	Y	BSK
Benzene	ug/L	EPA 624	N	Y	BSK

Constituent	Units	Analytical Method	County Lab Performed?	If not CCC, can it be subcontracted?	Subcontracted Lab
Carbon tetrachloride	ug/L	EPA 624	N	Y	BSK
Chlorobenzene	ug/L	EPA 624	N	Y	BSK
Chlorodibromomethane	ug/L	EPA 624	N	Y	BSK
Chloroform	ug/L	EPA 624	N	Y	BSK
Dichlorobromomethane	ug/L	EPA 624	N	Y	BSK
Dichloromethane (methylenechloride)	ug/L	EPA 624	N	Y	BSK
Ethylbenzene	ug/L	EPA 624	N	Y	BSK
Halomethanes	ug/L	EPA 624	N	Y	BSK
Tetrachloroethylene	ug/L	EPA 624	N	Y	BSK
Toluene	ug/L	EPA 624	N	Y	BSK
Trichloroethylene	ug/L	EPA 624	N	Y	BSK
Vinyl chloride	ug/L	EPA 624	N	Y	BSK
1,2-Diphenylhydrazine (azobenzene)	ug/L	EPA 625	N	Y	BSK
1,4-Dichlorobenzene	ug/L	EPA 625	N	Y	BSK
2,4,6-Trichlorophenol	ug/L	EPA 625	N	Y	BSK
2,4-Dinitrophenol	ug/L	EPA 625	N	Y	BSK
2,4-Dinitrotoluene	ug/L	EPA 625	N	Y	BSK
3,3-Dichlorobenzidine	ug/L	EPA 625	N	Y	BSK
4,6-dinitro-2-methylphenol	ug/L	EPA 625	N	Y	BSK
Benzidine	ug/L	EPA 625	N	Y	BSK
Bis (2-chloroethoxy) methane	ug/L	EPA 625	N	Y	BSK
Bis (2-chloroisopropyl) ether	ug/L	EPA 625	N	Y	BSK
Bis(2-chloroethyl)ether	ug/L	EPA 625	N	Y	BSK
Bis(2-ethyl-hexyl)phthalate	ug/L	EPA 625	N	Y	BSK
Chlorinated Phenolics	ug/L	EPA 625	N	Y	BSK
Dichlorobenzenes	ug/L	EPA 625	N	Y	BSK
Diethyl phthalate	ug/L	EPA 625	N	Y	BSK
Dimethyl phthalate	ug/L	EPA 625	N	Y	BSK
Di-n-butyl phthalate	ug/L	EPA 625	N	Y	BSK
Hexachlorobutadiene	ug/L	EPA 625	N	Y	BSK
Hexachlorocyclopentadiene	ug/L	EPA 625	N	Y	BSK
Hexachloroethane	ug/L	EPA 625	N	Y	BSK
Isophorone	ug/L	EPA 625	N	Y	BSK
Nitrobenzene	ug/L	EPA 625	N	Y	BSK
N-Nitrosodimethylamine	ug/L	EPA 625	N	Y	BSK
N-Nitrosodi-N-Propylamine	ug/L	EPA 625	N	Y	BSK
N-Nitrosodiphenylamine	ug/L	EPA 625	N	Y	BSK
Phenolic Compounds (non-chlorinated)	ug/L	EPA 625	N	Y	BSK
Gross Alpha	pCi/L	EPA 900.0	N	Y	FGL
Gross Beta	mrem/yr	EPA 900.0	N	Y	FGL
Radium-226	pCi/L	EPA 903.1	N	Y	FGL
Radium-226 + Radium-228	pCi/L		N	Y	FGL
Radium-228	pCi/L		N	Y	FGL
1,2-Dibromo-3- chloropropane (DBCP)	ug/L	EPA 551.1	N	Y EPA 504	BSK
Ethylene dibromide (EDB)	ug/L	EPA 551.1	N	Y EPA 504	BSK
Chlorate	ug/L	EPA 300.0	N	Y	BSK
Chlorite	ug/L	EPA 300.0	N	Y	BSK
1,4-Dioxane	ug/L	EPA 522	N	Y	Weck Laboratories
Tertiary butyl alcohol (TBA)	ug/L	EPA 524.2 SIM	N	Y	BSK
Formaldehyde	ug/L	EPA 556	N	Y EPA 8315	North Coast Lab
Strontium-90	pCi/L	EPA 905.0	N	Y	FGL
Strontium	mg/L	EPA 905.0	N	Y EPA 200.8	BSK
Tritium	pCi/L	EPA 906.0	N	Y	FGL
Ethylene glycol	mg/L	EPA 8015M	N	Y	Weck Laboratories
Tributyltin	ug/L	MAI-Organic Tin	N	Y	Weck Laboratories
SDI			N	Y	Core Lab
<b>Not Tested</b>					
Fluoranthene	ug/L	EPA 610	N	No	
PAHs <sup>[b]</sup>	ug/L	EPA 610	N	No	
2,4,6-Trinitrotoluene (TNT)	ug/L	LC-MS-MS	N	No	
Atrazine	ug/L	LC-MS-MS	N	No	
HMX	ug/L	LC-MS-MS	N	No	

Constituent	Units	Analytical Method	County Lab Performed?	If not CCC, can it be subcontracted?	Subcontracted Lab
RDX	ug/L	LC-MS-MS	N	No	
Simazine	ug/L	LC-MS-MS	N	No	
HCH (Hexachlorocyclohexane)	ug/L	EPA 608	N	No	
Hexachlorobenzene	ug/L	EPA 608	N	No	
TCDD Equivalents	ug/L	EPA 1613B	N	No	
Carbon disulfide	ug/L	EPA 524.2	N	No	
Methyl isobutyl ketone (MIBK)	ug/L	EPA 524.2	N	No	
Monochlorobenzene	ug/L	EPA 524.2	N	No	

**SECOND AMENDMENT TO THE  
SUBGRANT AGREEMENT BETWEEN THE SALINAS VALLEY BASIN GROUDWATER  
SUSTAINABILITY AGENCY AND MONTEREY COUNTY WATER RESOURCES AGENCY,  
RELATED TO GRANT AGREEMENT NUMBER 4600014638 SUSTAINABLE  
GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION GRANT**

This Second Amendment to the Subgrant Agreement between the Salinas Valley Basin Groundwater Sustainability Agency and Monterey County Water Resources Agency, Related to Grant Agreement Number 4600014638 Sustainable Groundwater Management Act Implementation Grant (Agreement) is made on July 16, 2024.

**RECITALS**

The Parties entered into that certain Subgrant Agreement dated October 10, 2022, and executed the First Amendment on July 17, 2023. The Parties now desire to amend the terms of the Agreement as more particularly set forth herein.

NOW THEREFORE, the Parties agree as follows:

**AMENDMENT TO AGREEMENT**

Section 3 is amended as follows:

3) SUBGRANTEE ELIGIBLE GRANT FUND AMOUNT. The Subgrantee is only eligible to receive Grant Funds for **Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Recycled Water Plant; Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades; Component 5 Aquifer Storage and Recovery – assistance with Task 2 and 4; and Component 7: Compliance Reporting and Data Expansion – Task 5 Well Registration and Metering; and Component 9 Seawater Intrusion Extraction Barrier and Regional Water Supply Feasibility Study (“Subgrantee Projects”)**. The not to exceed costs for the five Components are \$1,495,000 for Component 2; \$1,555,000 for Component 3; \$45,000 for Component 5; \$310,000 for Component 7; and \$75,000 for Component 9 as estimated by SVBGSA. Eligible costs for the Subgrantee Projects include those directly related to Exhibit A incurred after December 17, 2021, but before March 31, 2025.

Exhibit A is amended as follows:

**EXHIBIT A  
WORK PLAN**

**Project Title:** 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022-2024) (Project)

**COMPONENT 2: DRY CHLORINE SCRUBBER UPGRADE AT MONTEREY ONE WATER RECYCLE WATER PLANT**

Component 2 involves construction of a dry scrubber system for the Salinas Valley Reclamation Project (SVRP) which is owned and operated by the Monterey One Water (M1W) Recycled Water Plant. This will allow the recycled water system to operated year-round, which will improve both the ability to reliably irrigate agricultural land with recycled water and the sustainability of the Salinas Valley Groundwater Basin

and decrease the need to rely on groundwater. Component 2 will enable reduced use of MCWRA's Supplemental Wells during wintertime chlorine system shutdowns by approximately 345 acre-feet per year. This pumping reduction estimate is based on three weeks per year of system shutdown and 115 acre-feet per week of deliveries, the average weekly demand in January between 2012 and 2019. Reducing Supplemental Well use by 345 acre-feet per year will reduce the potential for increased seawater intrusion by improving the overall water balance of the groundwater basin and maintaining the groundwater elevations in the vicinity of these wells, which primarily draw water from the 400-Foot Aquifer of the Subbasin.

### **Category (c). Implementation/Construction**

#### **Task 1. Construction of Scrubber Upgrade**

Construct the upgrades to the chlorine building to install the new scrubber system including assessing general conditions, installing new tanks and media, modifying ductwork, upgrading electrical systems and instrumentation, as well as demolition of existing equipment. Construction activities will include minor excavation of pipelines and conduits, pavement demolition and removal, cutting, laying, and welding pipelines and pipe connections; pouring concrete footings for foundations, sluice gate structure, and other support equipment; installing piping, sluice gates and electrical equipment; testing and commissioning facilities; and Supervisory Control and Data Acquisition (SCADA) changes to control new equipment.

#### **Deliverables:**

- Photographs of key construction site improvements
- Record drawings/as-built drawings
- Certification of project completion

## **COMPONENT 3: CSIP DISTRIBUTION SYSTEM UPGRADES**

Component 3 enhances water production from recycled sources and conveyance through the CSIP Distribution System via several upgrades that remedy conveyance limitations and distribution reductions by producing a water scheduling system for use by agriculture. The CSIP Distribution System will result in operational efficiencies and new operational conditions and terms including rules, requirements and/or enforcement methods. The water scheduling system will allow for ongoing monitoring to ensure that CSIP irrigators use recycled water as ordered. The system will result in proactive CSIP system management and reduce supplemental well use in the 180/400-Foot Aquifer Subbasin. Condition assessments, modeling, identification of system improvements, and design work will support the development of a Recycled Water Master Plan to implement the CSIP Optimization Project in the 180/400\_Foot Aquifer Subbasin GSP, along with Booster Station Enhancements to improve existing operations. This will result in design of a future improvement that reduce pumping from supplemental wells in a range from a low of 248 acre-feet per year (AFY) to a high of 1,625 AFY, with a long-term average of 1,200 to 1,600 AFY.

### **Category (a): Component Administration**

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 2 budget category and task and prepare a summary Excel document detailing content of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90-days before the end date for the component as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30-days of receipt,

when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30-days before the Component end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30-days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

## **Category (b): Planning / Design / Environmental**

### **Task 1. Hydraulic Modeling**

Prepare and run a dynamic hydraulic model of the regional systems, focusing on the Salinas Valley Reclamation Plant production, system storage, CSIP distribution system conveyance capacity (pressure and flows throughout the system), and current irrigation flow demands to inform the programming and control narrative for safe, efficient operations of the system and appropriate demand limits throughout the system to inform the design process described in Site Upgrade tasks.

Deliverables:

- Information Needs List
- M1W Regional Water Balance Visual Model Output – SVRP Flow Volume Projections
- Final Existing System Deficiencies Technical Memorandum
- Final Modeling Results Technical Memorandum

### **Task 2. Development of Water Scheduling System**

Develop water scheduling protocols that will provide MCWRA and M1W the ability to schedule water orders from CSIP irrigators to use recycled water based on the results of the dynamic hydraulic modeling in Task 1. Conduct ongoing monitoring to ensure that CSIP irrigators use recycled water as ordered and to manage the CSIP system proactively and adaptively to reduce Supplemental Well use in the critically over-drafted basin. Conduct interested party involvement through the Water Quality and Operations Committee, Basin Management Advisory Committee, Board of Directors, and Board of Supervisors.

Deliverables:

- Agricultural Irrigation Water Scheduling Protocols

### **Task 3. Review Technical Studies/Basis of Design Technical Memorandum**

Select a preferred alternative for system improvement designs, based on the Final Modeling Results Technical Memorandum in Task 1. Collect and review relevant project reports, records, data, maps, and other documents relevant to defining the limits and the scope of the project design. Identify the anticipated tests and evaluations that will be needed to complete the design. Verify as-built conditions in the field and make necessary modifications observed during field trip to the existing drawings to assure that proposed modifications are constructible. Conduct a site survey, geotechnical investigations/borings, and property/land surveys, if necessary. Conduct field review site visit with meeting and delivery of a technical summarizing results of the evaluation and supporting information for the selected design. Provide the Draft Memorandum to M1W and MCWRA staff for their comment and discussion.

Deliverables:

- Basis of Design Technical Memorandum
- Geotechnical Investigation Technical Memorandum
- Property Survey

#### **Task 4. Design Plans, Specifications, Estimates, & Bids**

Develop the 60% design plans and specifications for the component and submit them to the DWR Grant Manager for review and concurrence prior to completing the final design plans and specifications. Review of the 60% design plans and specifications by Grantee and concurrence by the DWR Grant Manager.

Deliverables:

- 60% design plans and specifications

#### **Task 5: Distribution System Modeling**

Utilize the Hydraulic Model to develop several scenarios to upgrade CSIP, including the Feasibility of Aquifer Storage and Recovery and the Seawater Intrusion Extraction Barrier/Regional Water Supply as potential new sources of supply for the CSIP system. Model how the injection and extraction wells will work in the existing CSIP system. Identify modifications to the CSIP system needed for efficient operation with the injection/extraction wells. Assess how winter water can be delivered to CSIP users from Monterey One Water while river water is injected into ASR wells. Identify other improvements to existing distribution system for CSIP optimization.

Deliverables:

- Model results memorandum including modifications outcomes and delivery options.

#### **Task 6. Inputs to Recycled Water Master Plan**

Using Distribution Modeling results, provide input into the development of a Recycled Water Master Plan to outline system upgrades needed for CSIP optimization.

Deliverables:

- Technical memorandum with recommendations for inclusion in a Recycled Water Master Plan.

#### **Category (c). Implementation / Construction**

#### **Task 7. Distribution System Booster Enhancements.**

There are three booster stations located in the CSIP distribution system that were designed to provide increased pressure during low pressure situations in the system as well as aid in circulating water to the far end lines of the system during high demand usage. Being a gravity fed distribution system, maintaining adequate pressures can be challenging, especially in high demand situations. Groundwater wells often are utilized to boost pressure in the system when the booster stations are not able to fully address the low pressure problems.

Identify a plan and approach for performance enhancements on the Molera, Lapis and Espinosa booster stations' pumps and motors to include necessary overhaul and modifications. The plan will also retrofit and upgrade of the booster station motor controls to a variable frequency drive (VFD) control unit. This will allow more variability and control of the station pressure output and flow, equalizing the pressure need and moving away from groundwater pumping pressure usage. The VFD units also add great efficiency with electrical usage, resulting in a reduction in electrical consumption. Implementation of the performance enhancements will be cycled through each of the booster stations in order to keep each one functional during the peak irrigation season. Ultimately, the booster pump enhancements will provide increased

pressure in the system, at critical low pressure areas, which then decreases need for turning on groundwater wells for addressing the low pressure.

Deliverables:

- Photograph documentation
- Commissioning documentation by a qualified professional Record drawings/as-built drawings
- Specifications of as-built design

## **Category (d): Monitoring / Assessment**

### **Task 8: Monitoring Plan**

Monitor operations to track performance and include results in annual reporting. Organize the monitoring results in accordance with the Post-Performance Report requirements listed in Exhibit F.

Deliverables:

- Monitoring plan
- Data organized for future development of the Post-Performance Report

## **COMPONENT 5: CONDUCT FEASIBILITY STUDY ON AQUIFER STORAGE AND RECOVERY**

Component 5 will conduct a feasibility assessment of Salinas River Diversion Facility (SRDF) Winter Flow Injection (Preferred Project 9 in the 180/400-Foot Subbasin GSP) which would divert winter flows from the Salinas River using the existing SRDF facilities and inject the water into the 180/400-Foot Aquifer Subbasin to maintain groundwater elevations, improve water quality, and prevent further seawater intrusion, or alternatively, diverted water could be treated used for beneficial reuse that would reduce groundwater pumping. The feasibility assessment will include technical feasibility as well as determining the operational permitting constraints and alignment with existing water rights and permitting and the future Habitat Conservation Plan for the reservoir operations. The component further utilizes the CSIP Distribution System Model to understand operational constraints.

## **Category (b): Planning / Design / Environmental**

### **Task 2: Assessment of Project Constraints**

Analyze the existing MCWRA permits and policies that will require revisions for implementing the project. Detail the specific permit requirements that may serve as constraints and engage with Monterey County Water Resources Agency to discuss opportunities and constraints with pursuit of identified revisions. Complete project permitting memorandum detailing necessary permitting actions and estimating potential costs and timelines associated with completing revisions of permits which will be used to assess the viability of the project, compare to other projects, and plan next steps.

Deliverables:

- Memorandum describing identified project constraints and feasibility assessment
- Project permitting memorandum

## **COMPONENT 7: COMPLIANCE REPORTING AND DATA EXPANSION**

Component 7 includes the completion of two Annual Reports and filling data gaps. Four Aquifer properties tests will provide characterization data for the aquifer that was identified as a data gap in the 180/400-Foot Aquifer GSP. These data will add to the hydrologic conceptual model for the subbasin. The well registration will establish a relatively accurate count of all active wells in the Subbasin. Through collaboration with other local agencies, well registration will result in a data set of active wells. Well metering will improve estimates of the amount of groundwater extracted from the 180/400-Foot Aquifer Subbasin. Well metering will not

include *de minimus* well users. The well registration and well metering work will occur in collaboration with the Monterey County Water Resources Agency (MCWRA) and the existing Groundwater Extraction Management System (GEMS) program.

### **Category (b): Planning / Design / Environmental**

#### **Task 4: Well Registration and Metering**

Commence a process to register all wells in the 180/400-Foot Aquifer. Initiate discussions with Monterey County Environmental Health and Monterey County Water Resources Agency to understand the existing system, conducting interested parties' outreach, identify a software system for registration of all production wells, and initiate well registration effort. Well metering technologies and options will be evaluated, assessed with interested parties, and proposed to improve measuring and reporting of the amount of groundwater extracted from the Aquifer. Address issues identified by DWR in its 180/400-Foot Subbasin GSP approval letter.

Deliverables:

- Well Registration Completion Report
- Program Implementation Fee Study

## **COMPONENT 9: SEAWATER INTRUSION FEASIBILITY STUDY**

### Category (b): Planning / Design / Environmental

Task 1: Feasibility Study - Water quality sampling to provide data to determine location options for extraction wells and brackish water treatment plant.

Exhibit B is amended as follows:

**EXHIBIT B**  
**BUDGET**

**Project Title:** 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022- 2024) (Project)

<b>Sub Grantee: MCWRA Components</b>	<b>Grant Amount</b>
Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Recycled Water Plant	\$1,495,000
Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades	\$1,555,000
Component 5: Conduct Feasibility Study on Aquifer Storage and Recovery	\$45,000
Component 7: Compliance Reporting and Data Expansion	\$310,000
Component 9: Seawater Intrusion Extraction Barrier and Regional Water Supply Feasibility Study	\$75,000
<b>Total:</b>	<b>\$3,480,000</b>

**Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Recycled Water Plant**

<b>Budget Categories</b>	<b>Grant Amount</b>
(c) Implementation / Construction	\$1,495,000
<b>Total:</b>	<b>\$1,495,000</b>

**Component 3: Castroville Seawater Intrusion Project Distribution System Upgrades**

<b>Budget Categories</b>	<b>Grant Amount</b>
(a) Component Administration	\$5,000
(b) Planning / Engineering / Design	\$1,387,000
(c) Implementation / Construction	\$160,000
(d) Monitoring / Assessment	\$3,000
<b>Total:</b>	<b>\$1,555,000</b>

**Component 5: Conduct Feasibility Study on Aquifer Storage and Recovery**

Budget Categories	Grant Amount
(b) Planning / Engineering / Design – Primary Tasks for engagement will by Task 2 and Task 4	\$45,000
<b>Total:</b>	<b>\$45,000</b>

### Component 7: Compliance Reporting and Data Expansion

Budget Categories	Grant Amount
(b) Planning / Engineering / Design	\$250,000
(c) Implementation / Construction – Task to be Co-Implemented: [1] Well Registration and Metering (\$200,000) and [2] Modeling Updates (\$100,000)	\$60,000
<b>Total:</b>	<b>\$310,000</b>

### Component 9: Seawater Intrusion Feasibility Study

Budget Categories	Grant Amount
(b) Planning / Design / Environmental	\$75,000
<b>Total:</b>	<b>\$75,000</b>

Exhibit C is amended as follows:

**EXHIBIT C**  
**SCHEDULE**

**GRANT TITLE: 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022-2024) (Project)**

Categories	Start Date	End Date
<b>Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Recycled Water Plant</b>	<b>July 1, 2022</b>	<b>November 30, 2023</b>
(a) Component Administration	NA	NA
(b) Planning / Engineering / Design	NA	NA
(c) Implementation / Construction	July 1, 2022	June 30, 2024
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	NA	NA
<b>Component 3: Castroville Seawater Intrusion Project Distribution System Upgrades</b>	<b>December 17, 2021</b>	<b>December 31, 2024</b>
(a) Component Administration	October 3, 2022	March 31, 2025
(b) Environmental / Engineering / Design	October 3, 2022	January 31, 2025
(c) Implementation / Construction	October, 2024	March 31, 2025
(d) Monitoring / Assessment	September 1, 2023	March 31, 2025
(e) Engagement / Outreach	NA	NA
<b>Component 7: Compliance Reporting and Data Expansion</b>		
(a) Component Administration	December 17, 2021	December 31, 2024
(b) Reporting and Data Expansion	December 17, 2021	June 30, 2024
(c) Implementation / Construction	August 1, 2022	June 30, 2024
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach		NA
<b>Component 9: Seawater Intrusion Feasibility Study</b>		
(b) Planning / Engineering / Design	July 17, 2023	January 31, 2025

**NOTES:**

<sup>1</sup>Exhibit C Schedule only dictates the work start date and the work end date for the Budget Category listed. The Grantee must adhere to the Deliverable Due Date Schedule that has been approved by the DWR Grant Manager. The dates listed in Exhibit C Schedule are date ranges that correlates to the Deliverable Due Date Schedule. Eligible costs for each line item will only be approved if the work completed falls within the date ranges listed in Exhibit C.

Exhibit D is amended as follows:

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA  
(DEPARTMENT OF WATER RESOURCES) AND  
SALINAS VALLEY BASIN G ROUNDWATER MANAGEMENT AGENCY  
AGREEMENT NUMBER 4600014638  
SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION GRANT  
AMENDMENT 3**

(insert)

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA  
(DEPARTMENT OF WATER RESOURCES) AND  
SALINAS VALLEY BASIN GROUNDWATER MANAGEMENT AGENCY  
AGREEMENT NUMBER 4600014638**

**SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION GRANT  
AMENDMENT 3**

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

1. **PURPOSE.** The State shall provide funding from the Budget Act of 2021 (Stats. 2021, ch. 240, § 80) to the Grantee to assist in financing the 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022-2024) (Project). By executing this Agreement, the Grantee certifies that the purpose of the Project is to implement SGMA as outlined in the Grantee's Groundwater Sustainability Plan (GSP) or Alternative to a GSP. The provision of State funds pursuant to this Agreement shall not be construed or interpreted to mean that the Groundwater Sustainability Plan (GSP) or Alternative to GSP, or any components of the GSP, implemented in accordance with the Work Plan as set forth in Exhibit A will be: adopted by the applicable Groundwater Sustainability Agency (GSA); obtain the necessary desirable results of Sustainable Management Criteria; or, meet all of the evaluation and assessment criteria when submitted to DWR as required by the SGMA and implementing regulations.
2. **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on the date of grant execution and ends three (3) years following the final payment unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by APRIL 30, 2025, and no funds may be requested after JUNE 30, 2025.
3. **GRANT AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed \$7,600,000.
4. **GRANTEE COST SHARE.** Not applicable.
5. **BASIC CONDITIONS.** The State shall have no obligation to disburse money for the Project under this Grant Agreement until the Grantee has satisfied the following conditions:
  - A. The Grantee must demonstrate compliance with all eligibility criteria set forth on Pages 7 through 13 of the *SGM Grant Program 2021 Guidelines* (2021 Guidelines).
  - B. For the term of this Grant Agreement, the Grantee submits Quarterly Progress Reports, associated quarterly invoices, and all invoice backup documentation no later than sixty (60) days following the end of the calendar quarter (e.g. submitted by May 30<sup>th</sup>, August 29<sup>th</sup>, November 29<sup>th</sup>, and February 28<sup>th</sup>) and all other deliverables as required by Paragraph 12, "Submission of Reports" and Exhibit A, "Work Plan".
  - C. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State:
    - i. Final plans and specifications certified by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A, "Work Plan" of this Grant Agreement.
    - ii. Work that is subject to the California Environmental Quality Act (CEQA) process and/or environmental permitting shall not proceed under this Grant Agreement until the following actions are performed:
      - a. The Grantee submits to the State all applicable environmental permits as indicated on the Environmental Information Form (EIF) to the State,
      - b. Documents that satisfy the CEQA process are received by the State,
      - c. The State has completed its CEQA compliance review as a Responsible Agency, and

- d. The Grantee receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. The Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.

- iii. A monitoring plan as required by Paragraph 14, "Project Monitoring Plan Requirements."

6. **DISBURSEMENT OF FUNDS.** The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
7. **ELIGIBLE PROJECT COST.** The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after DECEMBER 17, 2021, shall be eligible for reimbursement.

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

- A. Costs for preparing and filing a grant application and/or Spending Plan.
- B. Costs associated with the formation of a GSA(s) or other board formation that is responsible for implementing SGMA.
- C. Operation and maintenance costs, including post construction performance and monitoring costs.
- D. Purchase of equipment not an integral part of a project.
- E. Establishing a reserve fund.
- F. Purchase of water supplies.
- G. Replacement of existing funding sources for ongoing programs.
- H. Travel and per diem costs, except for mileage.
- I. Support of existing agency requirements and mandates.
- J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
- K. Meals, food items, or refreshments.
- L. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.

M. Overhead and indirect costs: "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

8. **METHOD OF PAYMENT.** After the disbursement requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee via US mail or Express mail delivery of a "wet signature" invoice or an electronic invoice certified and transmitted via DocuSign for costs incurred and timely Quarterly Progress Reports as required by Paragraph 12, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Invoices must accompany a Quarterly Progress Report and shall be submitted within no later than sixty (60) days following the end of the calendar quarter (e.g. submitted by May 30<sup>th</sup>, August 29<sup>th</sup>, November 29<sup>th</sup>, and February 28<sup>th</sup>). The State will notify the Grantee, in a timely manner, whenever, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice. If backup documentation provided is outside of the period identified in the particular invoice, the Grantee must provide justification within the associated Quarterly Progress Report and note the discrepancy on the Invoice Submittal Summary Sheet.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
  - i. Invoices must contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
  - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget". The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
  - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
  - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount".

Original signature and date (in ink) of the Grantee's Project Representative. Submit the original "wet signature" copy of the invoice form to the following address: Maria Jochimsen at P.O. Box 942836, Sacramento, CA 94236-0001 or an electronic signature certified and transmitted via DocuSign from authorized representative to Maria Jochimsen at [Maria.Jochimsen@water.ca.gov](mailto:Maria.Jochimsen@water.ca.gov).

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

9. **WITHHOLDING OF DISBURSEMENTS BY THE STATE.** If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests.

Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 10, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 10. If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

10. **DEFAULT PROVISIONS.** The Grantee will be in default under this Grant Agreement if any of the following occur:

- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
- B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
- C. Failure to operate or maintain the Project in accordance with this Grant Agreement.
- D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
- E. Failure to submit quarterly progress reports pursuant to Paragraph 5.
- F. Failure to routinely invoice the State pursuant to Paragraph 8.
- G. Failure to meet any of the requirements set forth in Paragraph 11, "Continuing Eligibility."

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

- A. Declare the funding be immediately repaid.
- B. Terminate any obligation to make future payments to the Grantee.
- C. Terminate the Grant Agreement.
- D. Take any other action that it deems necessary to protect its interests.

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

11. **CONTINUING ELIGIBILITY.** The Grantee must meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2021 Guidelines to remain eligible to receive State funds:

- A. The Grantee must continue to demonstrate eligibility and the groundwater basin must continue to be an eligible basin as outlined in the 2021 Guidelines and 2021 PSP.
- B. Grantee must adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406) for data sharing, transparency, documentation, and quality control.
- C. If the Grantee diverting surface water, the Grantee must maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et seq.
- D. If applicable, maintain compliance with the Urban Water Management Planning Act (Wat. Code, § 10610 et seq.).
- E. If applicable, maintain compliance with Sustainable Water Use and Demand Reduction requirements outlined in Water Code Section 10608, et seq.
- F. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

12. **SUBMISSION OF REPORTS.** The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Grant Manager, and shall be submitted via DWR's "Grant Review and Tracking System" (GRaNTS), or an equivalent online submittal tool. If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such project.

- A. **Quarterly Progress Reports:** The Grantee shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be uploaded via GRaNTS, or an equivalent online submittal tool, and the State's Grant Manager notified of upload. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, the Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Quarterly Progress Report and associated quarterly invoice should be submitted to the State no later than NOVEMBER 30, 2022, with future reports then due on successive three-month increments based on the invoicing schedule and this date. The DWR Grant Manager will provide a Quarterly Progress Report template that shall be used for the duration of the Agreement.

- B. Groundwater Sustainability Plan or Alternative: The Grantee shall ensure that any updates to the GSP or Alternative shall be formatted, drafted, prepared, and completed as required by the GSP Regulations, and in accordance with any other regulations or requirements that are stipulated through SGMA.
- C. Component Completion Report(s): The Grantee shall prepare and submit to the State a separate Component Completion Report for each component included in Exhibit A, "Work Plan". The Grantee shall submit a Component Completion Report within ninety (90) calendar days of component completion or before the work completion date in Paragraph 2, whichever is earliest. Each Component Completion Report shall include, in part, a description of actual work done, any changes or amendments to each component, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Component Completion Report shall also include, if applicable, certification of final component by a California Registered Civil Engineer (or equivalent registered professional as appropriate), consistent with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer". A DWR "Certification of Project Completion" form will be provided by the State.
- D. Grant Completion Report: Upon completion of the Project included in Exhibit A, "Work Plan" the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibit F, "Report Formats and Requirements". Retention for the last project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to be approved by the State. The Grantee must submit the draft Grant Completion Report to the DWR Grant Manager for comment and review 90 days before the work completion date listed in Paragraph 2. DWR's Grant Manager will review the Draft Grant Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Completion Report addressing the DWR Grant Manager's comments prior to the work completion date listed in Paragraph 2. The Grantee must obtain the DWR Grant Manager's approval of the report within 30 days after the work completion date.
- E. Post-Performance Reports (PPRs): The Grantee shall submit PPRs to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the completed project begins operation.
- F. Deliverable Due Date Schedule: The Grantee shall submit a Deliverable Due Date Schedule within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the Deliverable Due Date Schedule has been received by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager and the revised schedule saved in the appropriate project files.
- G. Environmental Information Form (EIF): Prepare and submit the EIF within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the EIF has been received by the DWR Grant Manager.

13. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable

for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 10, "Default Provisions."

14. **PROJECT MONITORING PLAN REQUIREMENTS.** As required in Exhibit A, "Work Plan", a Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post Performance Monitoring Report requirements as defined and listed in Exhibit J, "Monitoring and Maintenance Plan Components". The SGM Grant Program has developed post construction monitoring methodologies that shall be used for the Post Performance Reporting.
15. **STATEWIDE MONITORING REQUIREMENTS.** The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Wat. Code, § 10780 et seq.) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G, "Requirements for Data Submittal" for web links and information regarding other State monitoring and data reporting requirements.
16. **NOTIFICATION OF STATE.** The Grantee shall promptly notify the State, in writing, of the following items:
  - A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
  - B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
  - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
  - D. The initiation of any litigation or the threat of litigation against the Grantee regarding the Project or that may affect the Project in any way.
  - E. For implementation/construction Projects, final inspection of the completed work on a project by a Registered Civil Engineer, in accordance with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer." The Grantee shall notify the State's Grant Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
17. **NOTICES.** Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
  - A. By delivery in person.
  - B. By certified U.S. mail, return receipt requested, postage prepaid.

- C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
- D. By electronic means.
- E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

18. **PERFORMANCE EVALUATION.** Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

19. **PROJECT REPRESENTATIVES.** The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources

Arthur Hinojosa  
Manager, Division of Regional Assistance  
P.O. Box 942836  
Sacramento, CA 94236-0001  
Phone: (916) 902-6713  
Email: Arthur.Hinojosa@water.ca.gov

Salinas Valley Basin GSA

Piret Harmon  
General Manager,  
P.O. Box 1350  
Carmel Valley, CA 93924  
Phone: (831) 471-7512 x 207  
Cell: (650) 860-0209  
Email: harmonp@svbgsa.org

Direct all inquiries to the Grant Manager:

Department of Water Resources

Maria Jochimsen  
Environmental Scientist,  
P.O. Box 942836  
Sacramento, CA 94236-0001  
Phone: (916) 902-7423  
Email: Maria.Jochimsen@water.ca.gov

Salinas Valley Basin GSA

Sarah Hardgrave,  
Deputy General Manager,  
P.O. Box 1350  
Carmel Valley, CA 93924  
Phone: (831) 471-7512 x 208  
Cell: (831) 717-8403  
Email: hardgraves@svbgsa.org

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

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

Exhibit A– Work Plan

Exhibit B– Budget

Exhibit C– Schedule

Exhibit D– Standard Conditions

Exhibit E– Authorizing Resolution Accepting Funds

- Exhibit F– Report Formats and Requirements
- Exhibit G– Requirements for Data Submittal
- Exhibit H– State Audit Document Requirements and Funding Match Guidelines for Grantees
- Exhibit I– Project Location
- Exhibit J– Monitoring and Maintenance Plan Components
- Exhibit K– Local Project Sponsors
- Exhibit L– Appraisal Specifications
- Exhibit M– Information Needed for Escrow Process and Closure
- Exhibit N– Project Monitoring Plan Guidance
- Exhibit O– Invoice Guidance for Administrative and Overhead Charges

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

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

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Carmel Brown  
Branch Manager, Financial Assistance Branch

Salinas Valley Basin GSA

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Piret Harmon  
General Manager

Date \_\_\_\_\_

Date \_\_\_\_\_

Approved as to Legal Form and Sufficiency

---

for  
Robin Brewer  
Assistant General Counsel,  
Office of the General Counsel

Date \_\_\_\_\_

## **Exhibit A**

### **WORK PLAN**

**Project Title:** 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022-2024) (Project)

**Project Description:** This Work Plan includes activities associated with planning, development, preparation and/or implementation of the Dry Chlorine Scrubber Upgrade, Castroville Seawater Intrusion Project Distribution System Upgrades, Interested Parties Outreach and Engagement, Feasibility Studies on Aquifer Storage and Recovery, Demand Management Feasibility, Compliance Reporting and Data Expansion and Operationalize Deep Aquifer Study Recommendations along with grant administration tasks for the 180/400 Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022 – 2024). The Project consists of nine Components:

- Component 1: Grant Agreement Administration
- Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Recycled Water Plant
- Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades
- Component 4: Interested Parties Outreach and Engagement
- Component 5: Conduct Feasibility Study on Aquifer Storage and Recovery
- Component 6: Demand Management Feasibility
- Component 7: Compliance Reporting and Data Expansion
- Component 8: Implement Deep Aquifer Study Recommendations
- Component 9: Seawater Intrusion Extraction Barrier and Regional Water Supply Feasibility Study

#### **COMPONENT 1: GRANT AGREEMENT ADMINISTRATION**

##### **Category (a): Grant Agreement Administration**

Prepare reports detailing work completed during reporting period as outlined in Exhibit F, “Report Formats and Requirements” of this Agreement. Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports and should be submitted to the DWR Grant Manager for review to receive reimbursement of Eligible Project Costs. Collect and organize backup documentation by component, budget category, and task and prepare a summary Excel document detailing contents of the backup documentation organized by component, budget category, and task.

Prepare and submit the Environmental Information Form (EIF) within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the EIF has been received by the DWR Grant Manager. Submit a deliverable due date schedule within 30 days of the execution date of the Grant Agreement to be reviewed and approved by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager and the revised schedule saved in the appropriate project files.

If not addressed in a component category (a), Component Administration, prepare Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for each component as outlined in Exhibit C. DWR’s Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager’s comments within 30 days before each Component end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, “Report Formats and Requirements” and approved by the DWR Grant Manager within

30 days after the end date. All deliverables listed within the Work Plan shall be submitted with each Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Prepare the Draft Grant Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the work completion date listed in Paragraph 2. DWR's Grant Manager will review the Draft Grant Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Completion Report addressing the DWR Grant Manager's comments prior to the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion report. However, all eligible charges accrued after the work completion date in Paragraph 2 will not be reimbursed. The retention invoice must be received, process, and through DWRs accounting office by the not funds may be requested after date outlined in Paragraph 2. All deliverables listed within the Work Plan shall be submitted with the Final Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Component 1 also includes grant management for all Components to execute the work plan, including coordination of subgrant agreements, preparation of agreements for performance of work to complete grant components and deliverables, oversight and coordination with consultants and contractors, and related activities.

**Deliverables:**

- EIF
- Deliverable due date schedule
- Quarterly Progress Reports, Quarterly Invoices, and all required backup documentation
- Draft and Final Component Completion Reports
- Draft and Final Grant Completion Reports

**COMPONENT 2: DRY CHLORINE SCRUBBER UPGRADE AT MONTEREY ONE WATER RECYCLE WATER PLANT**

Component 2 involves construction of a dry scrubber system for the Salinas Valley Reclamation Project (SVRP) which is owned and operated by the Monterey One Water (M1W) Recycled Water Plant. This will allow the recycled water system to operated year-round, which will improve both the ability to reliably irrigate agricultural land with recycled water, and the sustainability of the Salinas Valley Groundwater Basin by decreasing reliance on groundwater. Component 2 will enable reduced use of Monterey County Water Resources Agency's (MCWRA) Supplemental Wells during wintertime chlorine system shutdowns by approximately 345 acre-feet per year. This pumping reduction estimate is based on three weeks per year of system shutdown and 115 acre-feet per week of deliveries, the average weekly demand in January between 2012 and 2019. Reducing Supplemental Well use by 345 acre-feet per year will reduce the potential for increased seawater intrusion by improving the overall water balance of the groundwater basin and maintaining the groundwater elevations in the vicinity of these wells, which primarily draw water from the 400-Foot Aquifer of the Subbasin.

**Category (a): Component Administration**

Not applicable for this Component

**Category (b): Planning / Design / Environmental**

Not applicable for this Component

**Category (c): Implementation/Construction**

**Task 1. Construction of Scrubber Upgrade**

Construct the upgrades to the chlorine building to install the new scrubber system including assessing general conditions, installing new tanks and media, modifying ductwork, upgrading electrical systems and

instrumentation, as well as demolition of existing equipment. Construction activities will include minor excavation of pipelines and conduits, pavement demolition and removal, cutting, laying, and welding pipelines and pipe connections; pouring concrete footings for foundations, sluice gate structure, and other support equipment; installing piping, sluice gates and electrical equipment; testing and commissioning facilities; and Supervisory Control and Data Acquisition (SCADA) changes to control new equipment.

**Deliverables:**

- Photographs of key construction site improvements
- Record drawings/as-built drawings
- Certification of project completion

**Category (d): Monitoring / Assessment**

Not applicable for this Component.

**Category (e): Engagement / Outreach**

Not applicable for this Component.

## **COMPONENT 3: CATROVILLE SEAWATER INTRUSION PROJECT (CSIP) DISTRIBUTION SYSTEM UPGRADES**

Component 3 enhances water production from recycled sources and conveyance through the CSIP Distribution System via several upgrades that remedy conveyance limitations and distribution reductions by producing a water scheduling system for use by agriculture. The CSIP Distribution System will result in operational efficiencies and new operational conditions and terms including rules, requirements and/or enforcement methods. The water scheduling system will allow for ongoing monitoring to ensure that CSIP irrigators use recycled water as ordered. The system will result in proactive CSIP system management and reduce supplemental well use in the 180/400-Foot Aquifer Subbasin. Condition assessments, modeling, identification of system improvements, and design work will support the development of a Recycled Water Master Plan to implement the CSIP Optimization Project in the 180/400\_foot Aquifer Subbasin GSP, along with Booster Station Enhancements to improve existing operations. This will result in design of a future improvement that reduce total pumping from supplemental wells in a range from a low of 248 acre-feet per year (AFY) to a high of 1,625 AFY, with a long-term average of 1,200 to 1,600 AFY.

**Category (a): Component Administration**

Prepare reports detailing Component 3 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by Component 3 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 3 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 3 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

**Deliverables:**

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

## **Category (b): Planning / Design / Environmental**

### **Task 1. Hydraulic Modeling**

Prepare and run a dynamic hydraulic model of the regional systems, focusing on the SVRP production, system storage, CSIP distribution system conveyance capacity (pressure and flows throughout the system), and current irrigation flow demands to inform the programming and control narrative for safe, efficient operations of the system and appropriate demand limits throughout the system to inform the design process described in Site Upgrade tasks.

#### Deliverables:

- Information Needs List
- M1W Regional Water Balance Visual Model Output – SVRP Flow Volume Projections
- Final Existing System Deficiencies Technical Memorandum
- Final Modeling Results Technical Memorandum

### **Task 2. Development of Water Scheduling System**

Develop water scheduling protocols that will provide MCWRA and M1W the ability to schedule water orders from CSIP irrigators to use recycled water based on the results of the dynamic hydraulic modeling in Task 1. Conduct ongoing monitoring to ensure that CSIP irrigators use recycled water as ordered and to manage the CSIP system proactively and adaptively to reduce supplemental well use in the critically over-drafted basin. Conduct interested party involvement through the Water Quality and Operations Committee, Basin Management Advisory Committee, Board of Directors, and Board of Supervisors.

#### Deliverables:

- Agricultural Irrigation Water Scheduling Protocols

### **Task 3. Review Technical Studies/Basis of Design Technical Memorandum**

Select a preferred alternative for system improvement designs, based on the Final Modeling Results Technical Memorandum in Task 1. Collect and review relevant project reports, records, data, maps, and other documents relevant to defining the limits and the scope of the project design. Identify the anticipated tests and evaluations that will be needed to complete the design. Verify as-built conditions in the field and make necessary modifications observed during field trip to the existing drawings to assure that proposed modifications are constructible. Conduct a site survey, geotechnical investigations/borings, and property/land surveys, if necessary.

Conduct field review site visit with meeting and delivery of a technical summarizing results of the evaluation and supporting information for the selected design. Provide the Draft Memorandum to M1W and MCWRA staff for their comment and discussion.

#### Deliverables:

- Basis of Design Technical Memorandum
- Geotechnical Investigation Technical Memorandum
- Property Survey

### **Task 4. Design Plans, Specifications, Estimates, & Bids**

Develop the 60% design plans and specifications for Component 3 and submit them to the DWR Grant Manager for review and concurrence prior to completing the final design plans and specifications. Review of the 60% design plans and specifications by Grantee and concurrence by the DWR Grant Manager.

Deliverables:

- 60% design plans and specifications

**Task 5. Distribution System Modeling**

Utilize the Hydraulic Model to develop several scenarios to upgrade CSIP, including the Feasibility of Aquifer Storage and Recovery and the Seawater Intrusion Extraction Barrier/Regional Water Supply as potential new sources of supply for the CSIP system. Model how the injection and extraction wells will work in the existing CSIP system. Identify modifications to the CSIP system needed for efficient operation with the injection/extraction wells. Assess how winter water can be delivered to CSIP users from Monterey One Water while river water is injected into ASR wells. Identify other improvements to existing distribution system for CSIP optimization.

Deliverables:

- Model results memorandum including modifications outcomes and delivery options

**Task 6. Inputs to Recycled Water Master Plan**

Using Distribution Modeling results, provide input into the development of a Recycled Water Master Plan to outline system upgrades needed for CSIP optimization.

Deliverables:

- Technical memorandum with recommendations for inclusion in a Recycled Water Master Plan.

**Category (c). Implementation / Construction**

**Task 7. Distribution System Booster Enhancements**

There are three booster stations located in the CSIP distribution system that were designed to provide increased pressure during low pressure situations in the system as well as aid in circulating water to the far end lines of the system during high demand usage. Being a gravity fed distribution system, maintaining adequate pressures can be challenging, especially in high demand situations. Groundwater wells often are utilized to boost pressure in the system when the booster stations are not able to fully address the low pressure problems.

Identify a plan and approach for performance enhancements on the Molera, Lapis and Espinosa booster stations' pumps and motors to include necessary overhaul and modifications. The plan will also retrofit and upgrade of the booster station motor controls to a variable frequency drive (VFD) control unit. This will allow more variability and control of the station pressure output and flow, equalizing the pressure need and moving away from groundwater pumping pressure usage. The VFD units also add great efficiency with electrical usage, resulting in a reduction in electrical consumption. Implementation of the performance enhancements will be cycled through each of the booster stations in order to keep each one functional during the peak irrigation season. Ultimately, the booster pump enhancements will provide increased pressure in the system, at critical low pressure areas, which then decreases need for turning on groundwater wells for addressing the low pressure.

Deliverables:

- Photograph documentation
- Commissioning documentation by a qualified professional ~~Record drawings/as-built drawings~~
- Specifications of as-built design

**Category (d): Monitoring / Assessment**

**Task 8: Monitoring Plan**

Monitor operations to track performance and include results in annual reporting. Organize the monitoring results in accordance with the Post-Performance Report requirements listed in Exhibit F.

Deliverables:

- Monitoring plan
- Data organized for future development of the Post-Performance Report

**Category (e): Engagement / Outreach**

Not applicable for this Component.

**COMPONENT 4: INTERESTED PARTIES OUTREACH AND ENGAGEMENT**

Component 4 provides interested party outreach and engagement activities by the Salina Valley Basin Groundwater Sustainability Agency (SVBGSA) for feasibility assessments completed and for the demand management discussions. Extensive interested party outreach and engagement is necessary to refine projects, assess feasibility and gain project cost understanding. Component 4 will potentially provide additional interested party outreach and engagement to DACs and SDACs in the 180/400-Foot Aquifer Subbasin with the intent to keep these communities engaged in feasibility assessment and Salinas Valley Basin conditions as projects are completed, including regularly scheduled SVBGSA Advisory Committee meetings (quarterly); Board of Directors meetings (quarterly); the 180/400-Foot Aquifer Subbasin Implementation Committee (6 meetings), the Castroville Community Services District (2 meetings), the MCWRA (6 meetings).

**Category (a): Component Administration**

Prepare reports detailing Component 4 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 4 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 4 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 4 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

**Category (b): Planning / Design / Environmental**

Not applicable to this Component.

**Category (c): Implementation / Construction**

Not applicable to this Component.

**Category (d): Monitoring / Assessment**

Not applicable to this Component.

**Category (e): Engagement/Outreach**

**Task 1: Outreach and Engagement**

Provide presentations about the feasibility study results, development of cost estimates and a structured method of assessing interested party's comments. Conduct engagement and outreach, a minimum of 25 meeting(s), with the following committees and communities over the contract period:

- SVBGSA Board of Directors (4 meetings)
- SVBGSA Advisory Committee (4 meetings)
- SVBGSA Integrated Implementation Committee (2 meetings)
- 180/400-Subbasin Implementation Committee (6 meetings)
- Underrepresented Communities, Disadvantage Communities and Severely Disadvantaged Communities – Castroville Community Services District (2 meetings)
- MCWRA (CSIP Operations Committee; Board of Directors) (6 meetings)
- Monterey 1 Water Board of Directors (1 meeting)

Produce accessible communications products including web page information, detailed project descriptions, public presentations, and hosting of public workshops.

Deliverables:

- Provide copies of presentation material
- Copy of committee/board meeting agendas and/or minutes
- Photo of Updated Web Home Page
- Copies of updated Mailchimp newsletter
- Agenda and minutes of at least 5 public workshops

**Task 2: Project and Management Actions Feasibility Update Report**

Provide information on interested party's preference, as well as other portfolios of projects and management actions that achieve additional outcomes to the Board of Directors in assessing possible projects to move forward for sustainability outcomes.

Deliverables:

- Project and Management Actions Feasibility and Costs Update Report
- Board of Directors selection of project portfolio

**COMPONENT 5: CONDUCT FEASIBILITY STUDY ON AQUIFER STORAGE AND RECOVERY**

Component 5 will conduct a feasibility assessment of Salinas River Diversion Facility (SRDF) Winter Flow Injection (Preferred Project 9 in the 180/400-Foot Subbasin GSP) which would divert winter flows from the Salinas River using the existing SRDF facilities and inject the water into the 180/400-Foot Aquifer Subbasin to maintain groundwater elevations, improve water quality, and prevent further seawater intrusion, or alternatively, diverted water could be treated used for beneficial reuse that would reduce groundwater pumping. The feasibility assessment will include technical feasibility as well as determining the operational permitting constraints and alignment with existing water rights and permitting and the future Habitat Conservation Plan for the reservoir operations. Component 5 further utilizes the CSIP Distribution System Model to understand operational constraints.

**Category (a): Component Administration**

Prepare reports detailing Component 5 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 5 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 5 as outlined in Exhibit C. DWR's Grant Manager will

review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 5 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

**Category (b): Planning / Design / Environmental**

**Task 1: Modeling Ability to Address Seawater Intrusion and Groundwater Elevations**

Quantify the project's expected outcomes, including its ability to address seawater intrusion and groundwater levels, using both the Salinas Valley Operational Model (SVOM) and the variable density seawater intrusion model. Run multiple model simulations with various injection well distributions to assess the outcomes of various project designs. Analyze project in comparison to a no-project alternative. Present outcomes as averages for the modeled period, and for drought years in the modeled period to demonstrate any specific drought benefits. Engage interested parties in establishing the assumptions for model simulations.

Deliverable:

- Model output description and technical memorandum

**Task 2: Assessment of Project Constraints**

Analyze the existing MCWRA permits and policies that will require revisions for implementing the project. Detail the specific permit requirements that may serve as constraints and engage with MCWRA to discuss opportunities and constraints with pursuit of identified revisions. Complete project permitting memorandum detailing necessary permitting actions and estimating potential costs and timelines associated with completing revisions of permits which will be used to assess the viability of the project, compare to other projects, and plan next steps.

Deliverables:

- Memorandum describing identified project constraints and feasibility assessment
- Project permitting memorandum

**Task 3: Initial Water Quality Analysis for Project Permitting**

Demonstrate a history of river water quality in order to assist in obtaining regulatory permits. Complete a river and groundwater sampling plan that establishes seasonal fluctuations in river quality.

Deliverables:

- Water quality results and findings memorandum

**Category (c): Implementation / Construction**

Not applicable to this Component.

**Category (d): Monitoring / Assessment**

Not applicable to this Component.

**Category (e): Engagement / Outreach**

Not applicable to this Component.

## **COMPONENT 6: DEMAND MANAGEMENT FEASIBILITY**

Component 6 will develop a policy framework for how and when a Demand Management Program within the 180/400-Foot Aquifer Subbasin (Subbasin) could reduce the total volume of supply that needs to be generated to reach sustainability as well as determining how extraction can be fairly divided and managed within the Subbasin including voluntary, incentive-based and mandatory programs frameworks. This work will include water rights analysis, facilitated demand-side goal setting with irrigators, and demand management policy framework for adoption by the SVBGSA Board of Directors.

### **Category (a): Component Administration**

Prepare reports detailing Component 6 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 6 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 6 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 6 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

#### Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

### **Category (b): Planning / Design / Environment**

#### **Task 1: Demand Management Program**

Prepare an examination of the legal basis and constraints that must be addressed for a Demand Management Program and present to interested parties, the Advisory Committee, and the Board of Directors.

#### Deliverables:

- Copy of Demand Management Legal Analysis

### **Category (c): Implementation / Construction**

Not applicable to this Component.

### **Category (d): Monitoring / Assessment**

Not applicable to this Component.

### **Category (e): Engagement / Outreach**

#### **Task 2: Interested Party Outreach**

Facilitate discussion by interested parties to review and determine Demand Management options and expected results. Identify core policy considerations, as well as the functional components of the program, relevant SGMA statutes, and the intended approach for the program. Complete a report of facilitated interested party agreements on program type, guiding policy, and recommended type of demand-side management.

#### Deliverables:

- Copy of meeting minutes and outcomes

- Copy of Core policy memorandum
- Copy of interested party agreements and recommendations

## **COMPONENT 7: COMPLIANCE REPORTING AND DATA EXPANSION**

Component 7 includes the completion of two Annual Reports and filling data gaps. Four Aquifer properties tests will provide characterization data for the aquifer that was identified as a data gap in the 180/400-Foot Aquifer GSP. These data will add to the hydrologic conceptual model for the 180/400-Foot Aquifer Subbasin (Subbasin). The well registration will establish a relatively accurate count of all active wells in the Subbasin. Through collaboration with other local agencies, well registration will result in a data set of active wells. Well metering will improve estimates of the amount of groundwater extracted from the Subbasin. Well metering will not include *de minimus* well users. The well registration and well metering work will occur in collaboration with the MCWRA and the existing Groundwater Extraction Management System (GEMS) program.

### **Category (a): Component Administration**

Prepare reports detailing Component 7 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 7 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 7 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 7 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

#### Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

### **Category (b): Planning / Design / Environmental**

#### **Task 1: Completion of the 2023 and 2024 Annual Report**

Produce annual reports using data collected during Water Years 2023 and 2024.

#### Deliverables:

- Copies of Annual Reports for Water Years 2023 and 2024

#### **Task 2: Data Management System (DMS) Update**

House all data for GSP development and Annual Reports. Provide public access via a web map on the SVBGSA website. Use the DMS to develop the Annual Reports. Improve the web map, as needed.

#### Deliverables:

- Copy Updated DMS
- Website screen shot of web map tools on SVBGSA website
- Copy of Quality Assurance Quality Control of DMS
- Website screen shots and list of example products

#### **Task 3: Address Data Gaps Identified in 180/400-Foot Aquifer GSP**

Identify at least one but up to 3 wells in the 180-Foot Aquifer and at least one but up to 3 wells in the 400-Foot aquifer for aquifer testing. Test each well for a minimum of 8 hours and follow with a 4-hour monitored recovery period.

Conduct field reconnaissance to verify the presence of groundwater dependent ecosystems (GDEs). Extend the verification of GDEs to the entire Subbasin. Complete field verification utilizing state wetland monitoring protocols including RipRam and California Rapid Assessment Method (CRAM).

Identify existing shallow wells adjacent to the Salinas River or install one or two new shallow wells along the Salinas River to establish the level of interconnection. Fill data gaps in the CASGEM well system identified in Chapter 7 of the 180/400-Foot Aquifer GSP.

Deliverables:

- GDE Mapping and Identification Memorandum
- Aquifer Properties Technical Report

**Task 4: Well Registration and Metering**

Commence a process to register all wells in the 180/400-Foot Aquifer. Initiate discussions with Monterey County Environmental Health and MCWRA to understand the existing system, conducting interested parties' outreach, identify a software system for registration of all production wells, and initiate well registration effort. Well metering technologies and options will be evaluated, assessed with interested parties, and proposed to improve measuring and reporting of the amount of groundwater extracted from the Aquifer. Address issues identified by DWR in its 180/400-Foot Subbasin GSP approval letter.

Deliverables:

- Well Registration Completion Report
- Program Implementation Fee Study

**Category (c): Implementation / Construction**

**Task 5: Well Installation**

Install four (4) nested or clustered deep wells to address groundwater level monitoring network data gaps.

Deliverables:

- Construction information and location of all wells installed

**Task 6: Modeling Updates**

Support model updates under the Salinas Valley Cooperative Model and Decision Tool Development including model version updates, climate data updates, software updates and collaborative SVOM evaluation. Complete a publicly published model. Support model updates to the Seawater Intrusion Model developed for feasibility studies and evaluating projects, including modeling of effectiveness to address seawater intrusion.

Deliverables:

- Technical Report on SVOM Model Updates and publicly published model.
- Technical Report on Seawater Intrusion Model Updates.

**Category (d): Monitoring / Assessment**

Not applicable to this Component.

**Category (e): Engagement / Outreach**

Not applicable to this Component.

**COMPONENT 8: IMPLEMENT DEEP AQUIFER STUDY RECOMMENDATIONS**

Component 8 will complete the recommendations coming from the Deep Aquifer Study currently being conducted by SVBGSA and recommended in the 180/400-Foot GSP. The study will result in recommendations for management and monitoring of the Deep Aquifers. Component 8 will implement the study recommendations and may include a Deep Aquifer ordinance outlining protection management requirements and a monitoring plan consistent with the GEMS system. The study results, recommendations and monitoring program will be adopted by the SVBGSA Board of Directors.

#### **Category (a): Component Administration**

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 8 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 8 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 8 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

##### Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

#### **Category (b): Planning / Design / Environmental**

##### **Task 1: Assess Implementation of Interim Local Management Options**

Implement interim local management options in partnership with Monterey County, including staff development of recommended management actions, legal review and Board approval.

##### Deliverables:

- Interim Management Recommendations Memorandum

##### **Task 2: Development of Long-Term Local and Long-Term Regional Management Actions**

Operationalize both local and regional management actions that will be recommended for immediate action which will include policy development, legal review, and Board approval.

##### Deliverables:

- Management Recommendations Memorandum
- Monitoring Plan

#### **Category (c): Implementation / Construction**

Not applicable to this Component.

#### **Category (d): Monitoring / Assessment**

Not applicable to this Component.

### **Category (e): Engagement / Outreach**

Not applicable to this Component.

## **COMPONENT 9: SEAWATER INTRUSION EXTRACTION BARRIER AND REGIONAL WATER SUPPLY FEASIBILITY STUDY**

Component 9 will conduct feasibility studies for seawater intrusion with a focus on evaluating the technical efficacy of groundwater desalting, developing facility descriptions and locations, and estimates of capital and operating costs. Additional feasibility analysis will include well location determination, land acquisition needs, conveyance and distribution systems, and end-user assessment. Discussions with Monterey One Water and other agencies will lead to a conceptual agreement on the brine disposal options for the desalting plant. The feasibility study will include outreach to assess the willingness and ability of beneficial users, including agriculture and domestic users, to fund the project.

### **Category (a): Component Administration**

Prepare reports detailing Component 9 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 9 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task. Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 9 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 9 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

#### Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

### **Category (b): Planning / Design / Environmental**

#### **Task 1: Feasibility Study**

Conduct feasibility study that includes:

- **Determining location options for extraction wells and brackish water treatment plant.** Locations for the extraction wells and brackish water treatment plant will balance land availability, right of way needs, land costs, proximity to power or other infrastructure needs, and proximity to brine disposal options among other requirements. More than one location for the wells and treatment plant may be chosen for further analysis.
- **Estimate seawater intrusion conditions over time.** Use the Salinas Valley seawater intrusion model that is currently being developed to estimate future seawater intrusion conditions. This will include estimating how the location of the 500 mg/L chloride concentration front moves when the extraction well barrier is activated. Additionally, the model will estimate the concentration of brackish water extracted by the barrier, which will feed into the treatment feasibility study.
- **Initiate Feasibility Study through Draft and Final Reports.** The study will include an assessment of treatment technologies, provide anticipated annual amounts of treated water, present a conceptual treatment plant layout, provide conceptual maps of distribution systems for the treated water, and estimate capital, operating, and maintenance costs.

- **Initiate brine disposal option discussions.** Discussions regarding the options for brine disposal will be initiated with Monterey One Water (M1W) and other agencies as necessary. The outcome of these discussions will be a conceptual agreement on what modifications or upgrades to the Monterey One Water outfall and diffuser may be necessary for brine disposal.
- **Identify end users.** End users of the treated brackish water will be identified through both a public outreach process and conversations with municipalities and small water systems. This task will result in a memorandum that outlines the potential end users of the treated brackish water.
- **Final Feasibility Study to SVBGSA Committees, Advisory Committee, and Board of Directors for direction and receive direction from Board.** The findings of the Feasibility Study will be presented to appropriate SVBGSA committees and the Board.

Deliverables:

- Final Feasibility Study

**Category (c): Implementation / Construction**

Not applicable to this Component.

**Category (d): Monitoring / Assessment**

Not applicable to this Component.

**Category (d): Engagement / Outreach**

Not applicable to this Component.

**Exhibit B****BUDGET**

**Grant Title:** 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022-2024) (Project)

**Grantee: Salinas Valley Basin GSA**

<b>Components</b>	<b>Grant Amount</b>
Component 1: Grant Agreement Administration	\$310,000
Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Recycled Water Plant	\$1,495,000
Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades	\$1,555,000
Component 4 : Interested Parties Outreach and Engagement	\$229,500
Component 5 : Conduct Feasibility Study on Aquifer Storage and Recovery	\$300,000
Component 6 : Demand Management Feasibility	\$200,000
Component 7 : Compliance Reporting and Data Expansion	\$2,275,500
Component 8 : Implement Deep Aquifer Study Recommendations	\$40,000
Component 9 : Seawater Intrusion Extraction Barrier and Regional Water Supply Feasibility Study	\$1,195,000
<b>Total:</b>	<b>\$7,600,000</b>

**Component 1: Grant Agreement Administration**

Component serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

<b>Budget Categories</b>	<b>Grant Amount</b>
(a) Grant Agreement Administration	\$310,000
<b>Total:</b>	<b>\$310,000</b>

**Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Recycled Water Plant**

Component 2 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$0
(b) Planning / Design / Environmental	\$0
(c) Implementation / Construction	\$1,495,000
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
<b>Total:</b>	<b>\$1,495,000</b>

**Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades**

Component 3 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$5,000
(b) Planning / Design / Environmental	\$1,387,000
(c) Implementation / Construction	\$160,000
(d) Monitoring / Assessment	\$3,000
(e) Engagement / Outreach	\$0
<b>Total:</b>	<b>\$1,555,000</b>

#### **Component 4: Interested Parties Outreach and Engagement**

Component 4 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$2,500
(b) Planning / Design / Environmental	\$0
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$227,000
<b>Total:</b>	<b>\$229,500</b>

#### **Component 5: Conduct Feasibility Study on Aquifer Storage and Recovery**

Component 5 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$20,000
(b) Planning / Design / Environmental	\$280,000
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
<b>Total:</b>	<b>\$300,000</b>

## Component 6: Demand Management Feasibility

Component 6 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$10,000
(b) Planning / Design / Environmental	\$170,000
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$20,000
<b>Total:</b>	<b>\$200,000</b>

## Component 7: Compliance Reporting and Data Expansion

Component 7 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$5,000
(b) Planning / Design / Environmental	\$470,500
(c) Implementation / Construction	\$1,800,000
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
<b>Total:</b>	<b>\$2,275,500</b>

### Component 8: Implement Deep Aquifer Study Recommendations

Component 8 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$5,000
(b) Planning / Design / Environmental	\$35,000
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
<b>Total:</b>	<b>\$40,000</b>

### Component 9: Seawater Intrusion Extraction Barrier and Regional Water Supply Feasibility Study

Component 9 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$10,000
(b) Planning / Design / Environmental	\$1,185,000
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
<b>Total:</b>	<b>\$1,195,000</b>

**Exhibit C**  
**SCHEDULE**

**GRANT PROPOSAL TITLE: 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022-2024) (Project)**

Categories	Start Date	End Date
<b>Component 1: Grant Agreement Administration</b>	<b>December 17, 2021</b>	<b>March 31, 2025</b>
(a) Grant Agreement Administration	December 17, 2021	March 31, 2025
<b>Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Recycled Water Plant</b>	<b>July 1, 2022</b>	<b>June 30, 2024</b>
(a) Component Administration	NA	NA
(b) Planning / Design / Environmental	NA	NA
(c) Implementation / Construction	July 1, 2022	June 30, 2024
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	NA	NA
<b>Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades</b>	<b>October 3, 2022</b>	<b>March 31, 2025</b>
(a) Component Administration	October 3, 2022	March 31, 2025
(b) Planning / Design / Environmental	October 3, 2022	January 31, 2025
(c) Implementation / Construction	October 31, 2024	March 31, 2025
(d) Monitoring / Assessment	October 31, 2024	March 31, 2025
(e) Engagement / Outreach	NA	NA
<b>Component 4: Interested Parties Outreach and Engagement</b>	<b>December 17, 2021</b>	<b>March 31, 2025</b>
(a) Component Administration	December 17, 2021	March 31, 2025
(b) Planning / Design / Environmental	NA	NA
(c) Implementation / Construction	NA	NA
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	December 17, 2021	March 31, 2025
<b>Component 5: Conduct Feasibility Study on Aquifer Storage and Recovery</b>	<b>December 17, 2021</b>	<b>December 30, 2024</b>
(a) Component Administration	December 17, 2021	December 30, 2024
(b) Planning / Design / Environmental	December 17, 2021	September 30, 2024
(c) Implementation / Construction	NA	NA
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	NA	NA
<b>Component 6: Demand Management Feasibility</b>	<b>December 17, 2021</b>	<b>December 31, 2024</b>
(a) Component Administration	December 17, 2021	December 31, 2024
(b) Planning / Design / Environmental	December 17, 2021	December 31, 2024
(c) Implementation / Construction	NA	NA
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	December 17, 2021	December 31, 2024
<b>Component 7: Compliance Reporting and Data Expansion</b>	<b>December 17, 2021</b>	<b>March 31, 2025</b>
(a) Component Administration	December 17, 2021	December 31, 2024
(b) Planning / Design / Environmental	December 17, 2021	March 31, 2025
(c) Implementation / Construction	August 1, 2022	June 30, 2024
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	NA	NA

Categories	Start Date	End Date
<b>Component 8: Implement Deep Aquifer Study Recommendations</b>	<b>December 17, 2021</b>	<b>March 31, 2025</b>
(a) Component Administration	December 17, 2021	March 31, 2025
(b) Planning / Design / Environmental	December 17, 2021	March 31, 2025
(c) Implementation / Construction	NA	NA
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	NA	NA
<b>Component 9: Seawater Intrusion Extraction Barrier and Regional Water Supply Feasibility Study</b>	<b>December 17, 2021</b>	<b>January 31, 2025</b>
(a) Component Administration	December 17, 2021	January 31, 2025
(b) Planning / Design / Environmental	December 17, 2021	January 31, 2025
(c) Implementation / Construction	NA	NA
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	NA	NA

**NOTES:**

*<sup>1</sup>Exhibit C Schedule only dictates the work start date and the work end date for the Budget Category listed. The Grantee must adhere to the Deliverable Due Date Schedule that has been approved by the DWR Grant Manager. The dates listed in Exhibit C Schedule are date ranges that correlates to the Deliverable Due Date Schedule. Eligible costs for each line item will only be approved if the work completed falls within the date ranges listed in Exhibit C.*

**Exhibit D**  
**STANDARD CONDITIONS**

**D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**

- A. Separate Accounting of Funding Disbursements: the Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. The Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. The Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. The Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the State at any and all reasonable times.
- B. Disposition of Money Disbursed: All money disbursed pursuant to this Grant Agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- C. Remittance of Unexpended Funds: The Grantee shall remit to the State any unexpended funds that were disbursed to the Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from the State to the Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

**D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE:** The Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Budget Act of 2021 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

**D.3. AMENDMENT:** This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." The State shall have no obligation to agree to an amendment.

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

**D.5. AUDITS:** The State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by the State. After completion of the Project, the State may require the Grantee to conduct a final audit to the State's specifications, at the Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may elect to pursue any remedies provided in Paragraph 10, "Default Provisions" or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

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

D.6. **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for this program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State to make any payments under this Grant Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement and the Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to the State, or offer a Grant Agreement amendment to the Grantee to reflect the reduced amount.

D.7. **CALIFORNIA CONSERVATION CORPS:** The Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.

D.8. **CEQA:** Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the DWR Grant Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once the State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 10, "Default Provisions."

D.9. **CHILD SUPPORT COMPLIANCE ACT:** The Grantee acknowledges in accordance with Public Contract Code section 7110, that:

- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
- B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

D.10. **CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. The State and the Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

D.11. **COMPETITIVE BIDDING AND PROCUREMENTS:** The Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by the State

under this Grant Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.

- D.12. **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
  - A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
  - B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
  - C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.).
  - D. Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14. **DELIVERY OF INFORMATION, REPORTS, AND DATA:** The Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.15. **DISPOSITION OF EQUIPMENT:** The Grantee shall provide to the State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by the State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory the State shall provide the Grantee with a list of the items on the inventory that the State will take title to. All other items shall become the property of the Grantee. The State shall arrange for delivery from the Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by the State.
- D.16. **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant Agreement, the Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of

1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
- B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
  - i. The dangers of drug abuse in the workplace,
  - ii. The Grantee's policy of maintaining a drug-free workplace,
  - iii. Any available counseling, rehabilitation, and employee assistance programs, and
  - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
  - i. Will receive a copy of the Grantee's drug-free policy statement, and
  - ii. Will agree to abide by terms of the Grantee's condition of employment, contract or subcontract.

D.17. **EASEMENTS:** Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant Agreement, an appropriate easement or other title restriction shall be provided and approved by the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

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

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

D.18. **FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER:** Upon completion of the Project, the Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.

D.19. **GRANTEE'S RESPONSIBILITIES:** The Grantee and its representatives shall:

- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A, "Work Plan" and in accordance with Project Exhibit B, "Budget" and Exhibit C, "Schedule".
- B. Must maintain eligibility requirements as outlined in the 2021 Guidelines and 2021 PSP and pursuant to Paragraph 11.
- C. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- D. Comply with all applicable California, federal, and local laws and regulations.
- E. Implement the Project in accordance with applicable provisions of the law.

- F. Fulfill its obligations under the Grant Agreement and be responsible for the performance of the Project.
- G. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. The Grantee shall provide copies of permits and approvals to the State.
- H. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by the State is solely for the purpose of proper administration of funds by the State and shall not be deemed to relieve or restrict responsibilities of the Grantee under this Agreement.
- I. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

D.20. **GOVERNING LAW:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

D.21. **INCOME RESTRICTIONS:** The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

D.22. **INDEMNIFICATION:** The Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, and any breach of this Agreement. The Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

D.23. **INDEPENDENT CAPACITY:** The Grantee, and the agents and employees of the Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

D.24. **INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may withhold disbursements to the Grantee or take any other action it deems necessary to protect its interests.

D.25. **INSPECTIONS OF PROJECT BY STATE:** The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and the Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with the State.

D.26. **LABOR CODE COMPLIANCE:** The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current

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

- D.27. **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Funding Recipient, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Funding Agreement (Level I – Informal). Non-material changes with respect to work plan are changes that help clarify the original language, addition of task without deleting others, and minor edits that will not result in change to the original scope. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Funding Recipient to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.28. **NONDISCRIMINATION:** During the performance of this Grant Agreement, the Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. The Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. The Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.

- D.29. **OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.30. **PERFORMANCE BOND:** Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.31. **PRIORITY HIRING CONSIDERATIONS:** If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

D.32. **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with the Grantee's service of water, without prior permission of the State. The Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of the Grantee to meet its obligations under this Grant Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State.

D.33. **PROJECT ACCESS:** The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.

D.34. **REMAINING BALANCE:** In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.

D.35. **REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

D.36. **RETENTION:** The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.

D.37. **RIGHTS IN DATA:** The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.

D.38. **SEVERABILITY:** Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.

D.39. **SUSPENSION OF PAYMENTS:** This Grant Agreement may be subject to suspension of payments or termination, or both if the State determines that:

- The Grantee, its contractors, or subcontractors have made a false certification, or
- The Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.

D.40. **SUCCESSORS AND ASSIGNS:** This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by the State and made subject to such reasonable terms and conditions as the State may impose.

D.41. **TERMINATION BY THE GRANTEE:** Subject to State approval which may be reasonably withheld, the Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, the

Grantee must provide a reason(s) for termination. The Grantee must submit all progress reports summarizing accomplishments up until termination date.

D.42. **TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 10, "Default Provisions," the State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 10, "Default Provisions."

D.43. **TERMINATION WITHOUT CAUSE:** The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.

D.44. **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.

D.45. **TIMELINESS:** Time is of the essence in this Grant Agreement.

D.46. **UNION ORGANIZING:** The Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, the Grantee, by signing this Grant Agreement, hereby certifies that:

- A. No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
- B. The Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
- C. The Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
- D. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.

D.47. **VENUE:** The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.

D.48. **WAIVER OF RIGHTS:** None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

**Exhibit E**  
**AUTHORIZING RESOLUTION ACCEPTING FUNDS**

**Before the Board of Directors of the  
Salinas Valley Basin Sustainable Groundwater Management Agency**

**Resolution No. 2022-08** )  
Resolution Authorizing Application to the )  
California Department of Water Resources to )  
obtain a grant under the 2021 Sustainable )  
Groundwater Management (SGM) Grant )  
Program Implementation – Round 1 Grant )  
pursuant to the California Drought, Water, )  
Parks, Climate, Coastal Protection, and )  
Outdoor Access For All Act of 2018 )  
(Proposition 68) (Public Resource Code § )  
80000 et. seq.) and the California Budget Act )  
of 2021 (Stats. 2021 ch. 240, § 80).

WHEREAS, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319, and Assembly Bill 1739, collectively known as the Sustainable Groundwater Management Act (SGMA), which amended the Water Code (Part 2.74 of Division 6 of the Water Code, Sections 10720-10737.8) and provides the framework for sustainable groundwater management planning and implementation; and

WHEREAS, SGMA went into effect on January 1, 2015; and

WHEREAS, SGMA requires local public agencies and Groundwater Sustainability Agencies (GSAs) to develop and implement Groundwater Sustainability Plans (GSPs) or alternatives to GSPs for designated high and medium priority groundwater basins and subbasins; and

WHEREAS, SGMA authorizes a combination of local agencies to form a GSA by entering into a joint powers agreement as authorized by the Joint Exercise of Powers Act (Chapter 5 of Division 7 of Title 1 of the California Government Code); and

WHEREAS, the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) is such a joint powers authority and formed effective December 22, 2016, for the purposes of being the GSA for the Salinas Valley Groundwater Basin within the County of Monterey, but not including the area within the jurisdictional boundaries of the Marina Coast Water District, City of Marina GSA, the City of Greenfield, or the adjudicated Seaside sub-basin; and

WHEREAS, SGMA requires that a basin have an adopted GSP by no later than January 31, 2020, if a high or medium priority basin is designated as critically overdrafted, and no later than January 31, 2022, if a high or medium priority basin is not designated as critically overdrafted; and

WHEREAS, the Salinas Valley Basin managed by the SVBGSA encompasses sub-basins that are designated by the California Department of Water Resources (DWR) as medium-priority and high-priority, one of which is a critically overdrafted sub-basin, and therefore is required to be managed by a GSP or coordinated GSPs by as early as January 31, 2020; and

WHEREAS, the SVBGSA completed and filed with the Department of Water Resources the 180/400-Foot Aquifer GSP by January 31, 2020; and

WHEREAS, the California Budget Act of 2021 (Stats. 2021 ch. 240, § 80) appropriates a total of \$180 million for SGMA implementation, and the California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access for All Act of 2018 (Proposition 68) (Public Resource Code § 80000 et. seq.) authorizes the Legislature to appropriate a total of \$120 million to DWR for drought and groundwater investments to achieve regional sustainability; and

WHEREAS, DWR is administering solicitations for the Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation grant using funds authorized by the California Budget Act of 2021 and Proposition 68 for projects that encourage sustainable management of groundwater resources and support SGMA, and/or invest in groundwater recharge projects with surface water, stormwater, recycled water, and other conjunctive use projects; NOW THEREFORE,

BE IT RESOLVED by the Board of Directors of the Salinas Valley Basin Groundwater Sustainability Agency, as follows:

1. That an application be made to the California Department of Water Resources to obtain a grant under the 2021 Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Round 1 Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68) (Pub. Resource Code, § 80000 et seq.) and the California Budget Act of 2021 (Stats. 2021, ch. 240, § 80) and to enter into an agreement to receive a grant for the 180/400-Foot Aquifer Groundwater Sustainability Plan 2022 Implementation Program.
2. The General Manager of the Salinas Valley Basin Groundwater Sustainability Agency, or designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement and any future amendments (if required), submit invoices, and submit any reporting requirements with the California Department of Water Resources.

PASSED AND ADOPTED on this 10th day of February 2022 by the following vote, to-

wit: AYES: Directors Adams, Alejo, Bramers, Brennan, Chapin, Cremers, Granillo,

McIntyre, Stefani, and Chair Pereira

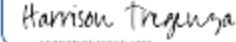
NOES:

ABSENT: Director Rocha

ABSTAIN:

I, Harrison Tregenza, Clerk of the Board of Directors of the Salinas Valley Basin Groundwater Sustainability Agency, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Directors duly made and entered in the minutes thereof for the meeting of February 10, 2022.

Dated: 2/14/2022

Harrison Tregenza, Clerk of the Board of Directors of the Salinas Valley Basin  
Groundwater Sustainability Agency,  
County of Monterey, State of California  
  
Harrison Tregenza

## Exhibit F

### REPORT FORMATS AND REQUIREMENTS

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

#### 1. QUARTERLY PROGRESS REPORTS

A Quarterly Progress Report template will be provided by the DWR Grant Manager. Grantees must use the template provided for all Quarterly Progress Reports to obtain reimbursement reported. The Quarterly Progress Report must accompany an Invoice and be numbered the same for ease of reference for auditing purposes. In addition, the reporting period for the Quarterly Progress Report must also align with the corresponding quarterly Invoice.

#### 2. COMPONENT COMPLETION REPORT

Component Completion Reports shall generally use the following format. This report should summarize all work completed as part of this grant. This is standalone document and should not reference other documents or websites. Web links are edited or removed over time. These grants can be audited several years after they are closed. Therefore, links are not appropriate to include in the close out reports

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

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

REPORTS AND/OR PRODUCTS – The following items should be provided

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Self-Certification that the Project meets the stated goal of the Grant Agreement (e.g. 100-year level of flood protection, HMP standard, PI-84-99, etc.)
- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

COSTS AND DISPOSITION OF FUNDS – A list of showing:

- The date each invoice was submitted to the State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Grantee for meeting its cost sharing obligations under this Grant Agreement.
- A summary of final funds disbursement including:
  - Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.

- Evaluation cost information, shown by material, equipment, labor costs, and any change orders
- Any other incurred cost detail
- A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:
  - Accounting of the cost of project expenditure;
  - Include all internal and external costs not previously disclosed; and
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION – Any relevant additional information should be included.

### **3. GRANT COMPLETION REPORT**

The Grant Completion Report shall generally use the following format. This report should summarize all work completed as part of this grant. This is a standalone document and should not reference other documents or websites. Web links are edited or removed over time. These grants can be audited several years after they are closed. Therefore, links are not appropriate to include in the close out reports.

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion whether the level, type, or magnitude of benefits of each project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; and a summary of final funds disbursement for each project.

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

### **4. POST-PERFORMANCE REPORT**

The Post Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance. The PPR should be following the Methodology Report for the specific project type(s) provided by the DWR Grant Manager. The PPR should identify whether the project is being operated and maintained. DWR requirements is for all funded projects should be maintained and operated for a minimum of 15 years. If the project is not being maintained and operated, justification must be provided. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

#### **Reports and/or products**

- Header including the following:
  - Grantee Name
  - Implementing Agency (if different from Grantee)
  - Grant Agreement Number
  - Project Name
  - Funding grant source
  - Report number
- Post Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits

- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

## Exhibit G

### REQUIREMENTS FOR DATA SUBMITTAL

#### Surface and Groundwater Quality Data:

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

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

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

#### Groundwater Level Data

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

## Exhibit H

### STATE AUDIT DOCUMENT REQUIREMENTS

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

#### State Audit Document Requirements

##### Internal Controls

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

##### State Funding:

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

##### Contracts:

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

##### Invoices:

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

##### Cash Documents:

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

##### Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

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

Project Files:

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

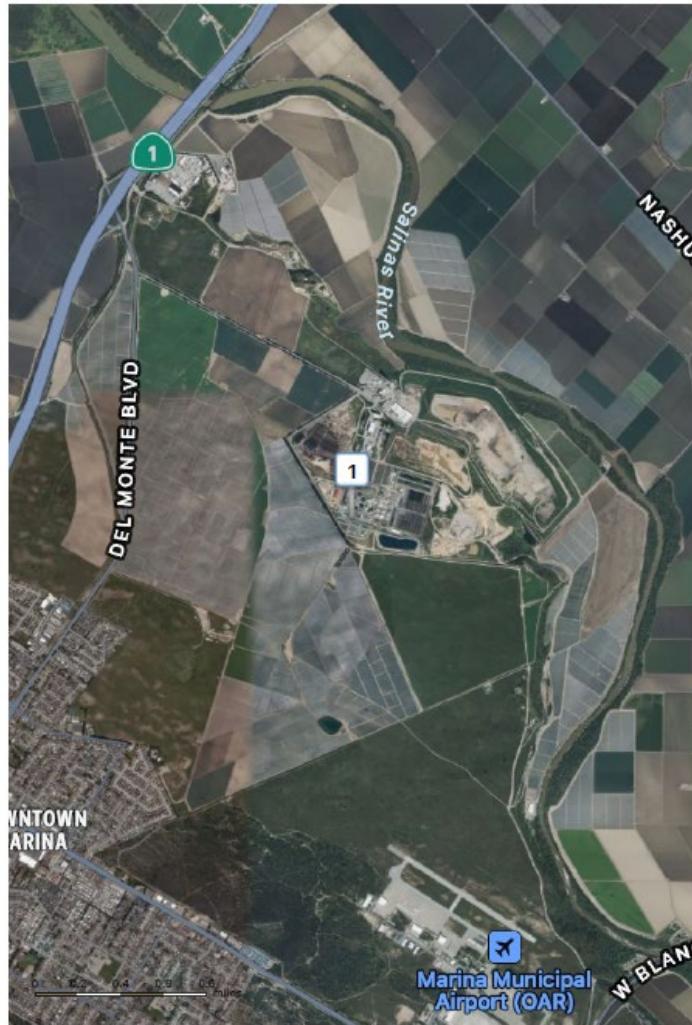
**Exhibit I**

**PROJECT LOCATION**

**Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Plant**

 **Monterey One Water Plant**  
near Salinas

**COMPONENT 2 Project Site**



Monterey One Water  
Salinas, CA 93908  
+1 (831) 372-3367

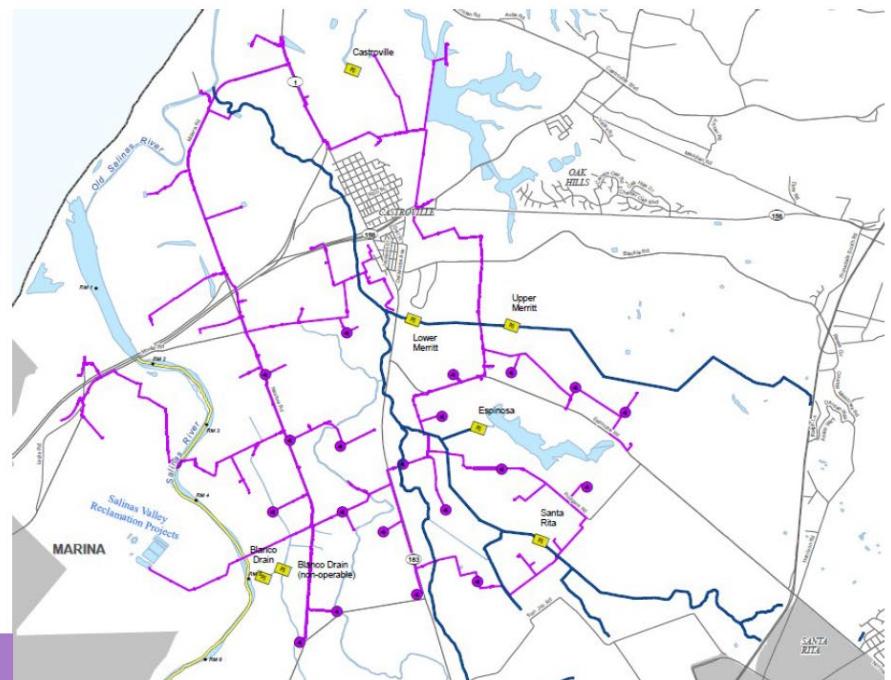
14811 Del Monte  
Boulevard  
Marina, CA 93933

Lat 36.70527°N, 12177101°W

## Project Location

### Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades

## DISTRIBUTION SYSTEM Castroville Seawater Intrusion Project (CSIP)



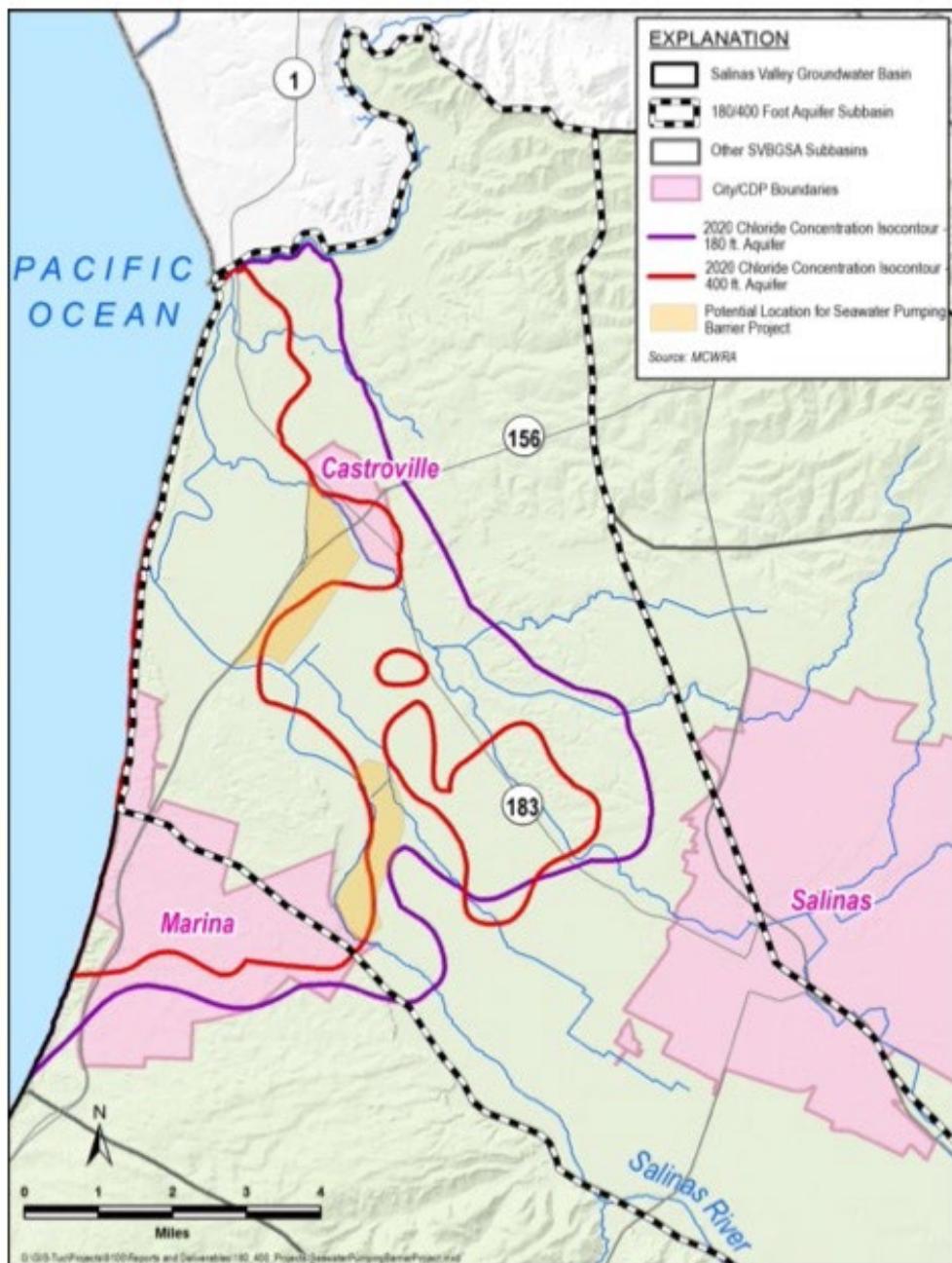
September 28, 2020

9



## Project Location

### Component 9: Seawater Intrusion Extraction Barrier and Regional Water Supply Feasibility Study



### **Project Location (Entire GSA Area)**

## Components 1: Grant Agreement Administration

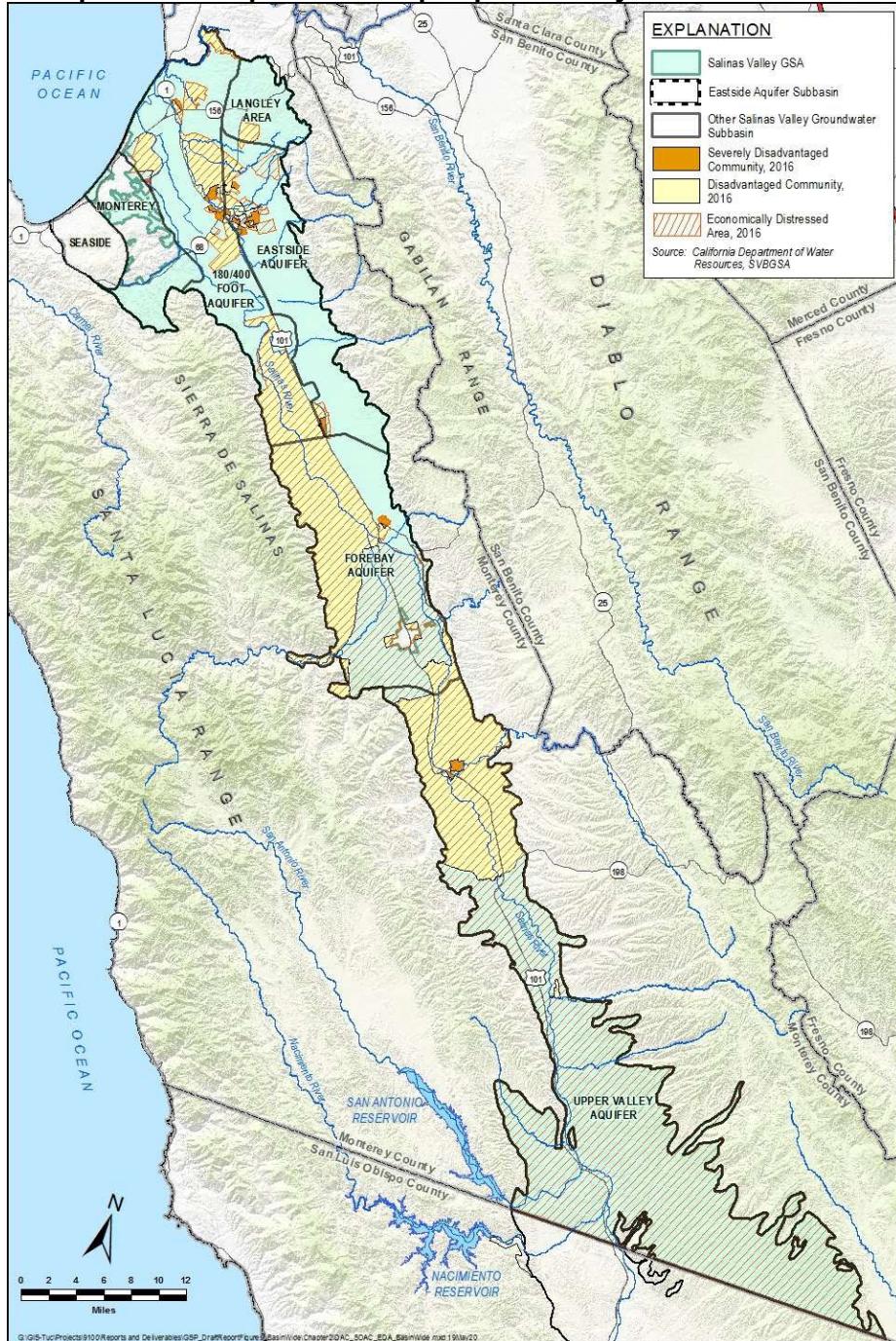
## **Component 4: Interested Parties Outreach and Engagement**

## Component 5: Conduct Feasibility Study on Aquifer Storage and Recovery

## Component 6: Demand Management Feasibility

## Component 7: Compliance Reporting and Data Expansion

## Component 8: Implement Deep Aquifer Study Recommendations



**Exhibit J**  
**MONITORING AND MAINTENANCE PLAN COMPONENTS**

**Introduction**

- Goals and objectives of project
- Site location and history
- Improvements implemented

Detailed monitoring methods and protocols specific to the components listed in Exhibit A will be provided by the Grant Manager later. The full monitoring method report is available on the SGM Grant Program website at: [www.water.ca.gov/sgmgrants](http://www.water.ca.gov/sgmgrants).

**Exhibit K**  
**LOCAL PROJECT SPONSORS**  
*NOT APPLICABLE*

**Exhibit L**  
**APPRAISAL SPECIFICATIONS**

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

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

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

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

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

## **Exhibit M**

### **INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE**

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

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

**EXHIBIT N**  
**PROJECT MONITORING PLAN GUIDANCE**

**Introduction**

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

**Component Monitoring Plan Requirements**

Detailed monitoring methods and protocols specific to the components listed in Exhibit A will be provided by the Grant Manager later. The full monitoring method report is available on the SGM Grant Program website at: [www.water.ca.gov/sgmgrants](http://www.water.ca.gov/sgmgrants).

## EXHIBIT O

### INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

#### Administration Charges

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the project are eligible for reimbursement. Cost such as rent, office supplies, fringe benefits, etc. can be "Direct Costs" and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A "fully-burdened labor rate" can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
  - Non-project specific personnel and accounting services performed within the Grantee or an LPS' organization
  - Generic markup
  - Tuition
  - Conference fees
  - Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed

#### Labor Rates

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet). The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will be reimbursed by grant funds and the corresponding hourly rate range. These rates should be "burdened"; the burdened rate must be consistent with the Grantee's/Local Project Sponsors standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate letter

IN WITNESS WHEREOF, GSA and SUBGRANTEE have executed this Amendment as of the day and year written below.

SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY

DocuSigned by:  
By   
Piret Harmon  
EE2B097238ED402...

Piret Harmon, General Manager

Date: July 16  
\_\_\_\_\_, 2024

Monterey COUNTY WATER RESOURCES AGENCY

DocuSigned by:  
By   
Ara Azhderian  
FF182FFB49A2435...

Ara Azhderian, General Manager

Date: July 16  
\_\_\_\_\_, 2024

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

This is an agreement ("Agreement") between the Monterey County Water Resources Agency, hereinafter called "Agency," and Lechowicz & Tseng Municipal Consultants, a firm hereinafter called "CONTRACTOR".

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

1. **Scope of Work.** Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the Scope of Work/Work Schedule set forth in Exhibit A
  - (a) The scope of work is briefly described and outlined as follows:  
  
To provide a fee study to establish a schedule of cost-based fees for wellhead permitting, monitoring, and regulatory compliance.
  - (b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
  - (c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
  - (d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.
2. **Term of Agreement.** The term of this Agreement shall begin on June 1, 2024, by CONTRACTOR and Agency, and will terminate on June 30, 2025, unless earlier terminated as provided herein.

3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is Twenty Five Thousand dollars no cents,  
(\$25,000.00).

4. Monthly Invoices by CONTRACTOR; Payment.

- (a) CONTRACTOR shall submit to Agency an invoice, in a format approved by Agency, setting forth the amounts claimed by CONTRACTOR, together with an itemized basis for such amounts, and setting forth such other pertinent information Agency may require. CONTRACTOR shall submit such invoice monthly or as agreed by Agency, but in no event shall such invoice be submitted later than 30 days after completion of CONTRACTOR's work hereunder. Agency shall certify the claim if it complies with this contract and shall promptly submit such claim to the Monterey County Auditor-Controller, who shall pay the certified amount within 30 days after receiving the invoice certified by Agency. It is understood and agreed that CONTRACTOR shall complete all work described in Exhibit A for an amount not exceeding that set forth above, notwithstanding CONTRACTOR's submission of periodic invoices.
- (b) CONTRACTOR shall submit to Agency an invoice via email to [WRAAccountsPayable@co.monterey.ca.us](mailto:WRAAccountsPayable@co.monterey.ca.us) and to the Contract Administrator Section 26.
- (c) CONTRACTOR agrees that Agency may withhold five percent (5%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to Agency.
- (d) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.
- (e) CONTRACTOR shall not be reimbursed for travel expenses unless expressly approved in writing in accordance with this Agreement.

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

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

## 6. Insurance.

### 6.1 Evidence of Coverage:

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

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

### 6.2 Qualifying Insurers:

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

### 6.3 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

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

#### 6.4 Other Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Alison Lechowicz

---

Agency's designated administrator of this Agreement shall be:

Amy Woodrow

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

<b>TO AGENCY</b>	<b>TO CONTRACTOR</b>
Name: Amy Woodrow	Name: Alison Lechowicz
Address: 1441 Schilling Pl., Salinas, CA 93901	Address: 909 Marina Village Parkway #135, Alameda, CA
Telephone: 831.755.4860	Telephone: 510.545.3182
Fax:	Fax:
E-Mail: woodrowa@countyofmonterey.gov	E-Mail: alison@ltmuniconsultants.com

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

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

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

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

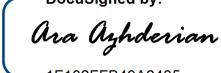
Exhibit A - Scope of Work/ Work Schedule  
Exhibit B - Fee Schedule

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

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

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

**MONTEREY COUNTY WATER  
RESOURCES AGENCY:**

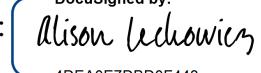
BY:   
Ara Azhderian

General Manager

Date: 6/12/2024 | 8:36 AM PDT

**CONTRACTOR:**

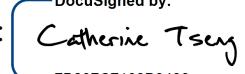
Lechowicz & Tseng Municipal Consultants

BY:   
Alison Lechowicz

Type Name: Alison Lechowicz

Title: Principal

Date: 6/11/2024 | 10:23 AM PDT

BY:   
Catherine Tseng

Type Name: Catherine Tseng

Title: Principal

Date: 6/11/2024 | 8:40 AM EDT

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

( \_\_\_\_\_ )  
Agreement/Amendment No # ( \_\_\_\_\_ )

\* \* \* \* \*

Approved as to form <sup>1</sup>:

DocuSigned by:  
  
Kelly L. Donlon  
22D600CA05A940B...  
Assistant County Counsel

Dated: 6/11/2024 | 10:36 AM PDT

County Counsel – Risk Manager:  
\_\_\_\_\_  
Dated: \_\_\_\_\_

Approved as to fiscal provisions:

DocuSigned by:  
  
Trent Hill  
30922505678A4ED...  
Administrative Analyst

Dated: 6/12/2024 | 8:29 AM PDT

DocuSigned by:  
  
Jennifer Forsyth  
4E7E657875454AE...  
Auditor-Controller <sup>2</sup>:

Dated: 6/11/2024 | 2:49 PM PDT

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

<sup>2</sup> Approval by Auditor-Controller is required

**Exhibit A - Scope of work****&****Exhibit B - Fee Schedule**

Lechowicz & Tseng Municipal Consultants (L&T) is pleased to submit a proposal to the Monterey County Water Resources Agency (MCWRA or Agency) for a Proposition 26 Fee Study. We understand that the Agency wishes to establish a schedule of cost-based fees for wellhead permitting, monitoring, and regulatory compliance. L&T is a women-owned firm located in the Bay Area that focuses on financial planning, utility rate and fee studies, and management consulting for California public agencies. Both principals have over 15 years of consulting experience and we have completed over 100 studies compliant with Proposition 218 and 26. We have recently completed Proposition 26 fee studies for the Root Creek Water District (miscellaneous water fees) and the City of Williams (industrial sewer permit fees). Other relevant experience includes rate studies for the Central Coastal communities of Los Osos (ongoing), the City of Gonzales, Nipomo Community Services District (CSD), Templeton CSD, and Summerland Sanitary District.

**Services**

To conduct the fee study, L&T proposes the scope of services listed below. We are flexible to adjust the scope to meet your needs.

**1. Project Kickoff and Data Gathering**

Draft and submit a data needs list such as budgets, staffing levels and cost, overhead cost allocation plan (if available), agreements with other agencies, policy documents, customer/service area information, and groundwater sustainability reports/plans. Review available documents with Agency staff and determine categories of fees to include in the study.

**2. Staff Interviews and Calculate Fees**

Conduct interviews to gain an understanding of which staff members provide services, the amount of time per staff member involved, vehicles, materials, and overhead associated with providing each proposed fee. Determine if tiered fees are appropriate (such as one set of permitting fees for large wells vs. a set of fees for small, domestic wells). Revise fee categories as needed. Calculate the fully burdened cost of each fee and present draft results to staff. Provide a survey of fees charged by other comparable agencies. Analyze potential impacts of expanding Agency services to additional geographic areas.

### 3. Reports

Provide draft and final reports to the Agency summarizing our recommendations. The reports will serve as the Proposition 26 administrative record which identifies the cost-basis of the fees. We will coordinate with MCWRA's legal counsel for review. L&T will also assist in writing or updating the Agency's fee ordinances or resolutions. Our report will document how MCWRA can update the fees using our materials in the future should circumstances change.

### 4. Meetings and Presentations

To conduct the study, we suggest (3) in-person meetings and (5) virtual meetings as listed below. L&T is happy to work with the Agency to finalize the schedule and number of meetings. Please note that Ms. Lechowicz will be out of the office July 2 through July 12 and will be unavailable during that time.

Meeting #	Description	Dates
1) Virtual	Kickoff meeting with staff	ASAP/Week of May 20
2) Virtual	Virtual interviews with staff (could be in-person)	Week of June 3
3) Virtual	L&T presents proposed fees to staff; L&T revises fees as needed	Week of June 24
	Draft report submitted for project team review	August 2
	Final report submitted	August 16
<b>4) In-person</b>	L&T presents proposed fees to the Directors	Mid-September
<b>5) In-person</b>	L&T presents proposed fees to the County BOS	Late September
6) Virtual	Revise fees if needed; plan for stakeholder outreach	Late September
<b>7) In-person</b>	Outreach meeting with stakeholders	Early October
8) Virtual	Public hearing to adopt fees	Late October
	New fees go into effect	November 1

## Staff Assignment

Alison Lechowicz will be the principal-in-charge and project manager on this assignment. She will be assisted by Staff Analyst Sophia Mills. Ms. Mills is bilingual in English and Spanish and can provide verbal and written translations. Catherine Tseng will provide peer review and act as a substitute for Ms. Lechowicz, if needed. Ms. Lechowicz's abbreviated resume is provided as an attachment.

## Availability and Fees

1. L&T is prepared to begin work upon your authorization to proceed.
2. For professional services, the total fee is \$24,410 including three (3) in-person meetings. Invoices are payable monthly in accordance with the attached Billing Rate Schedule 2024/25.

Lechowicz & Tseng would very much like to work for the Agency on this assignment and hope that this proposal will constitute a suitable basis for our selection.

Very truly yours,  
LECHOWICZ & TSENG MUNICIPAL CONSULTANTS



Alison Lechowicz, Principal  
909 Marina Village Parkway #135  
Alameda, CA 94501  
(510) 545-3182  
alison@LTmuniconsultants.com

Attachments:  
Project Budget  
Alison Lechowicz's Resume

## ATTACHMENT: PROJECT BUDGET

### BUDGET BY TASK

Lechowicz & Tseng Municipal Consultants' total fee to conduct the Proposition 26 Fee Study for the Monterey County Water Resources Agency is \$24,410. Our budget includes three (3) in-person. Supplementary in-person meetings can be included for an additional cost. L&T is flexible to adjust the scope and budget to meet your needs.

TASKS	HOURS				EXPENSES	BUDGET		
	Lechowicz	Tseng	Mills	Total				
	Project Mgr	Peer Review	Financial					
1. Kickoff and Data Gathering	4	0	4	8		\$1,400		
2. Interviews and Calculate Fees	20	2	16	38		\$6,860		
3. Reports	18	2	22	42		\$7,280		
4. Meetings & Presentations	30	2	10	42	\$750	\$8,870		
<b>PROJECT BUDGET</b>	<b>72</b>	<b>6</b>	<b>52</b>	<b>130</b>	<b>\$750</b>	<b>\$24,410</b>		

### BILLING RATE SCHEDULE 2024/25

Lechowicz & Tseng's hourly rate is \$210 for principals and \$140 for staff analysts. No subconsultants are needed for this assignment. The professional time rate includes all overhead and indirect costs. Direct expenses incurred on behalf of the client will be billed at cost. Direct expenses include, but are not limited to:

- Travel, meals, lodging
- Printing and report binding
- Outside computer services or software development
- Automobile mileage
- Courier services and mailing costs
- Special legal services

L&T's hourly rate schedule is part of the quote for use in invoicing for progress payments and for any extra work requested by the Agency that is not part of this scope of service.





# County of Monterey

## Board Report

Legistar File Number: WRAFIN 24-067

**Item No.6**

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

August 02, 2024

**Introduced:** 7/26/2024

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WRA Finance Item

Monterey One Water Year to Day Financials (Preliminary) thru June 2024.

(Staff Presenting: Nan Kyung Kim)

**Monterey Regional Water Pollution Control Agency**  
**SVRP Expenditure Report**  
**Month Ending May 2024**

Account Description	May Expended	YTD Expended	YTD Encumbered	YTD Total	Annual Budget	% Used
Salaries, Wages & Bens	101,713.24	1,027,373.14	0.00	1,027,373.14	801,595.00	128.17%
Office Expenses	118.92	2,720.70	0.00	2,720.70	3,150.00	86.37%
Misc Support Services	0.00	2,768.52	0.00	2,768.52	2,765.00	100.13%
Professional Services	4,547.02	61,980.29	4,944.06	66,924.35	43,955.00	152.26%
Operating Supplies	512.87	29,194.57	0.00	29,194.57	34,735.00	84.05%
Contract Services	0.00	5,590.81	0.00	5,590.81	25,933.00	21.56%
Chemicals	308,756.08	1,288,164.44	0.00	1,288,164.44	890,000.00	144.74%
Utilities	30,926.09	420,407.67	0.00	420,407.67	724,500.00	58.03%
Repairs & Maintenance	130,249.69	389,889.36	43,299.47	433,188.83	520,629.92	83.20%
Equipment Replacement	0.00	0.00	0.00	0.00	-	0.00%
Indirect Costs *	28,750.00	316,250.00	0.00	316,250.00	345,000.00	91.67%
Capital Outlay	1,600.00	270,357.25	0.00	270,357.25	1,636,785.08	16.52%
<b>Total Expenditures</b>	<b>607,173.91</b>	<b>3,814,696.75</b>	<b>48,243.53</b>	<b>3,862,940.28</b>	<b>5,029,048.00</b>	<b>76.81%</b>
State Reserve Funds	0.00	0.00	0.00	0.00	0.00	0.00
Bureau of Reclamation Loan Paym	0.00	982,549.03	0.00	982,549.03	1,063,239.56	92.4%
<b>Grand Total Reclamation Plant</b>	<b>607,173.91</b>	<b>4,797,245.78</b>	<b>48,243.53</b>	<b>4,845,489.31</b>	<b>6,092,287.56</b>	<b>79.53%</b>

\* Indirect Costs Budget/12 periods and a true up will occur at year end.

**Monterey Regional Water Pollution Control Agency**  
**SVRP Expenditure Report**  
**Month Ending June 2024 (PRELIMINARY)**

Account Description	June Expended	YTD Expended	YTD Encumbered	YTD Total	Annual Budget	% Used
Salaries, Wages & Bens	104,410.69	1,131,783.83	0.00	1,131,783.83	801,595.00	141.19%
Office Expenses	92.30	2,813.00	0.00	2,813.00	3,150.00	89.30%
Misc Support Services	0.00	2,768.52	0.00	2,768.52	2,765.00	100.13%
Professional Services	2,693.67	64,673.96	4,944.06	69,618.02	43,955.00	158.38%
Operating Supplies	2,654.59	31,849.16	0.00	31,849.16	34,735.00	91.69%
Contract Services	7,329.11	12,919.92	0.00	12,919.92	28,945.11	44.64%
Chemicals	236,948.21	1,525,112.65	0.00	1,525,112.65	890,000.00	171.36%
Utilities	138,168.48	558,576.15	0.00	558,576.15	724,500.00	77.10%
Repairs & Maintenance	2,945.04	392,834.40	43,299.47	436,133.87	517,617.81	84.26%
Equipment Replacement	0.00	0.00	0.00	0.00	-	0.00%
Indirect Costs *	0.00	316,250.00	0.00	316,250.00	345,000.00	91.67%
Capital Outlay	0.00	270,357.25	21,543.63	291,900.88	1,636,785.08	17.83%
<b>Total Expenditures</b>	<b>495,242.09</b>	<b>4,309,938.84</b>	<b>69,787.16</b>	<b>4,379,726.00</b>	<b>5,029,048.00</b>	<b>87.09%</b>
State Reserve Funds	0.00	0.00	0.00	0.00	0.00	0.00
Bureau of Reclamation Loan Paym	0.00	982,549.03	0.00	982,549.03	1,063,239.56	92.4%
<b>Grand Total Reclamation Plant</b>	<b>495,242.09</b>	<b>5,292,487.87</b>	<b>69,787.16</b>	<b>5,362,275.03</b>	<b>6,092,287.56</b>	<b>88.02%</b>

\* Indirect Costs Budget/12 periods and a true up will occur at year end.

**Monterey Regional Water Pollution Control Agency**  
**CSIP Expenditure Report**  
**Month Ending May 2024**

Account Description	May Expended	YTD Expended	YTD Encumbered	YTD Total	Annual Budget	% Used
Salaries, Wages & Bens	63,252.28	716,494.84	0.00	716,494.84	888,737.00	80.62%
Office Expenses	95.50	977.34	0.00	977.34	2,200.00	44.42%
Misc Support Services	0.00	2,768.52	0.00	2,768.52	2,567.00	107.85%
Professional Services	5,499.76	79,301.26	31,069.28	110,370.54	234,579.22	47.05%
Operating Supplies	87.84	18,034.51	0.00	18,034.51	30,278.00	59.56%
Contract Services	4,839.33	23,380.08	0.00	23,380.08	57,200.00	40.87%
Chemicals	0.00	0.00	0.00	0.00	0.00	0.00%
Utilities	54,471.54	383,921.83	0.00	383,921.83	1,228,723.00	31.25%
Repairs & Maintenance	8,501.95	48,669.51	35,426.15	84,095.66	171,436.16	49.05%
Contingency	0.00	0.00	0.00	0.00	0.00	0.00%
Equipment Replacement	0.00	0.00	0.00	0.00	0.00	0.00%
Vehicle Mileage Charges	0.00	0.00	0.00	0.00	13,000.00	0.00%
Indirect Costs *	34,666.67	381,333.37	0.00	381,333.37	416,000.00	91.67%
Capital Outlay	0.00	0.00	14,084.62	14,084.62	364,084.62	3.87%
<b>Total Expenditures</b>	<b>171,414.87</b>	<b>1,654,881.26</b>	<b>80,580.05</b>	<b>1,735,461.31</b>	<b>3,408,805.00</b>	<b>50.91%</b>
<b>Grand Total CSIP</b>	<b>171,414.87</b>	<b>1,654,881.26</b>	<b>80,580.05</b>	<b>1,735,461.31</b>	<b>3,408,805.00</b>	<b>50.91%</b>

\* Indirect Costs Budget/12 periods and a true up will occur at year end.

**Monterey Regional Water Pollution Control Agency**  
**CSIP Expenditure Report**  
**Month Ending June 2024 (PRELIMINARY)**

Account Description	June Expended	YTD Expended	YTD Encumbered	YTD Total	Annual Budget	% Used
Salaries, Wages & Bens	62,859.39	779,354.23	0.00	779,354.23	888,737.00	87.69%
Office Expenses	380.98	1,358.32	0.00	1,358.32	2,200.00	61.74%
Misc Support Services	0.00	2,768.52	0.00	2,768.52	2,567.00	107.85%
Professional Services	4,871.86	84,173.12	31,069.28	115,242.40	234,579.22	49.13%
Operating Supplies	1,056.15	19,090.66	0.00	19,090.66	30,278.00	63.05%
Contract Services	830.75	24,210.83	0.00	24,210.83	57,200.00	42.33%
Chemicals	0.00	0.00	0.00	0.00	0.00	0.00%
Utilities	172,394.52	556,316.35	0.00	556,316.35	1,228,723.00	45.28%
Repairs & Maintenance	49,429.56	98,099.07	0.00	98,099.07	171,436.16	57.22%
Contingency	0.00	0.00	0.00	0.00	0.00	0.00%
Equipment Replacement	0.00	0.00	0.00	0.00	0.00	0.00%
Vehicle Mileage Charges	0.00	0.00	0.00	0.00	13,000.00	0.00%
Indirect Costs *	0.00	381,333.37	0.00	381,333.37	416,000.00	91.67%
Capital Outlay	6,187.37	6,187.37	7,897.25	14,084.62	364,084.62	3.87%
<b>Total Expenditures</b>	<b>298,010.58</b>	<b>1,952,891.84</b>	<b>38,966.53</b>	<b>1,991,858.37</b>	<b>3,408,805.00</b>	<b>58.43%</b>
<b>Grand Total CSIP</b>	<b>298,010.58</b>	<b>1,952,891.84</b>	<b>38,966.53</b>	<b>1,991,858.37</b>	<b>3,408,805.00</b>	<b>58.43%</b>

\* Indirect Costs Budget/12 periods and a true up will occur at year end.

**Monterey Regional Water Pollution Control Agency**  
**SRDF Expenditure Report**  
**Month Ending May 2024**

Account Description	May Expended	YTD Expended	YTD Encumbered	YTD Total	Annual Budget	% Used
Salaries, Wages & Bens	3,919.85	51,542.00	0.00	51,542.00	114,538.00	45.00%
Office Expenses	0.00	0.00	0.00	0.00	0.00	0.00
Misc Support Services	0.00	2,768.51	0.00	2,768.51	2,567.00	107.85%
Professional Services	4,513.05	49,962.05	37,108.59	87,070.64	102,000.00	85.36%
Operating Supplies	0.00	5,530.22	0.00	5,530.22	10,800.00	51.21%
Contract Services	2,100.00	7,974.67	0.00	7,974.67	15,233.00	52.35%
Chemicals	0.00	0.00	0.00	0.00	60,000.00	0.00%
Utilities	792.07	247,051.40	0.00	247,051.40	375,100.00	65.86%
Repairs & Maintenance	82.46	11,690.56	0.00	11,690.56	98,084.04	11.92%
Equipment Replacement	0.00	0.00	0.00	0.00	0.00	0.00%
Sludge Disposal Costs	0.00	0.00	0.00	0.00	500.00	0.00%
Vehicle Mileage Charges	0.00	0.00	0.00	0.00	0.00	0.00%
Contingency	0.00	0.00	0.00	0.00	0.00	0.00%
Indirect Costs *	10,472.50	115,197.50	0.00	115,197.50	125,670.00	91.67%
Capital Outlay	7,013.29	406,657.25	312,547.74	719,204.99	964,082.89	74.60%
<b>Total Expenditures</b>	<b>28,893.22</b>	<b>898,374.16</b>	<b>349,656.33</b>	<b>1,248,030.49</b>	<b>1,868,574.93</b>	<b>66.79%</b>

\* Indirect Costs Budget/12 periods and a true up will occur at year end.

**Monterey Regional Water Pollution Control Agency**  
**SRDF Expenditure Report**  
**Month Ending June 2024**

Account Description	June Expended	YTD Expended	YTD Encumbered	YTD Total	Annual Budget	% Used
Salaries, Wages & Bens	5,186.39	56,728.39	0.00	56,728.39	114,538.00	49.53%
Office Expenses	0.00	0.00	0.00	0.00	0.00	0.00
Misc Support Services	0.00	2,768.51	0.00	2,768.51	2,567.00	107.85%
Professional Services	18,855.46	68,817.51	23,958.59	92,776.10	102,000.00	90.96%
Operating Supplies	0.00	5,530.22	0.00	5,530.22	10,800.00	51.21%
Contract Services	0.00	7,974.67	0.00	7,974.67	15,233.00	52.35%
Chemicals	0.00	0.00	0.00	0.00	60,000.00	0.00%
Utilities	87,340.60	334,392.00	0.00	334,392.00	375,100.00	89.15%
Repairs & Maintenance	2,856.12	14,546.68	0.00	14,546.68	91,005.96	15.98%
Equipment Replacement	0.00	0.00	0.00	0.00	0.00	0.00%
Sludge Disposal Costs	0.00	0.00	0.00	0.00	500.00	0.00%
Vehicle Mileage Charges	0.00	0.00	0.00	0.00	0.00	0.00%
Contingency	0.00	0.00	0.00	0.00	0.00	0.00%
Indirect Costs *	0.00	115,197.50	0.00	115,197.50	125,670.00	91.67%
Capital Outlay	6,210.00	412,867.25	306,337.74	719,204.99	971,160.97	74.06%
<b>Total Expenditures</b>	<b>120,448.57</b>	<b>1,018,822.73</b>	<b>330,296.33</b>	<b>1,349,119.06</b>	<b>1,868,574.93</b>	<b>72.20%</b>

\* Indirect Costs Budget/12 periods and a true up will occur at year end.



# County of Monterey

**Item No.7**

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

## Board Report

Legistar File Number: WRAFIN 24-066

August 02, 2024

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**Introduced:** 7/26/2024

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WRA Finance Item

Set next meeting date and discuss future agenda items.



# County of Monterey

**Item No.8**

## Board Report

Legistar File Number: WRAFIN 24-068

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

August 02, 2024

**Introduced:** 7/30/2024

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WRA Finance Item

Water Resources Agency Finance Committee Addenda/Revision to Scheduled Items on August 2, 2024.

Consider recommending that the Monterey County Water Resources Agency Board of Directors approve Amendment No. 1 to the contract with Graniterock Company for Post Winter Storm Cleanup and Repairs at the Salinas River Diversion Facility and to increase the contract amount to \$315,000; and authorizing the General Manager to execute the Amendment.(Staff Presenting: Pete Vannerus)

**RECOMMENDATION:**

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

Consider recommending that the Monterey County Water Resources Agency Board of Directors approve Amendment No. 1 to the contract with Graniterock Company for Post Winter Storm Cleanup and Repairs at the Salinas River Diversion Facility and to increase the contract amount to \$315,000; and authorizing the General Manager to execute the Amendment.

**SUMMARY/DISCUSSION:**

After the Winter Storms in January and March of 2023, the Salinas River Diversion Facility was heavily impacted by the river levels and flows. After approximately 23,000 cfs flowed through the channel at the facility, damage and debris/silt deposition occurred throughout the site. An initial cleanup of the site occurred in April 2023 to allow access to the facility to operate. This included debris and silt removal deposited on top of the site and in the regulating weir where debris, including trees, wedged into the structure. The site was restored to a minimum level for access and operations for the 2023 CSIP irrigation season. Pre-season inspections occurred and determined operations were safe while the damages could be assessed, and repairs scheduled.

A post storm damage assessment was conducted after inspections from the Division of Safety of Dams determined further cleanup and repairs were necessary. Of the noted damages, there was out of channel and in-channel damages/ disturbances. The out of channel project was put out to bid in March 2024 to expedite the overall repairs by excluding the more difficult to access in-channel repairs. In May 2024, a qualified contractor was chosen, and final contracting was conducted. The scope of work was broken into two phases, cleanup and repairs. The initial contract was conducted on a Time and Material fee schedule to perform the necessary final cleanup and debris removal. This was a contract not to exceed \$100,000. This phase split up was conducted to expedite the project and

utilize remaining funds from FY 24. The cleanup was completed and now Amendment No.1 will conduct the out of channel repairs of concrete spalling repair, displaced rip rap replacement, fish ladder panel damage repair, etc. Amendment No. 1 will add \$215,000 to the contract, bringing the total not to exceed amount to \$315,000 and add the repair items into the scope of work. At the end of phase 2, the out of channel work will bring the facility to pre-storm condition. In-channel repair will occur at a later time due to the extensive nature of the that repair. More project planning is necessary to complete including but not limited to environmental permitting, etc. The repair will also need to occur when the facility isn't in operation.

**OTHER AGENCY INVOLVEMENT:**

None

**FINANCING:**

Funds from Agency Fund 134-SRDF, Reimbursement will be sought after through FEMA for Winter Strom damages.

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

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

Attachments:

1. Original Contract
2. Amendment No. 1



# County of Monterey

## Board Report

Legistar File Number: WRAFIN 24-068

Item No.

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

August 02, 2024

Introduced: 7/30/2024

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

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**SUMMARY/DISCUSSION:**

After the Winter Storms in January and March of 2023, the Salinas River Diversion Facility was heavily impacted by the river levels and flows. After approximately 23,000 cfs flowed through the channel at the facility, damage and debris/silt deposition occurred throughout the site. An initial cleanup of the site occurred in April 2023 to allow access to the facility to operate. This included debris and silt removal deposited on top of the site and in the regulating weir where debris, including trees, wedged into the structure. The site was restored to a minimum level for access and operations for the 2023 CSIP irrigation season. Pre-season inspections occurred and determined operations were safe while the damages could be assessed, and repairs scheduled.

A post storm damage assessment was conducted after inspections from the Division of Safety of Dams determined further cleanup and repairs were necessary. Of the noted damages, there was out of channel and in-channel damages/ disturbances. The out of channel project was put out to bid in March 2024 to expedite the overall repairs by excluding the more difficult to access in-channel repairs. In May 2024, a qualified contractor was chosen, and final contracting was conducted. The scope of work was broken into two phases, cleanup and repairs. The initial contract was conducted on a Time and Material fee schedule to perform the necessary final cleanup and debris removal. This was a contract not to exceed \$100,000. This phase split up was conducted to expedite the project and utilize remaining funds from FY 24. The cleanup was completed and now Amendment No.1 will

conduct the out of channel repairs of concrete spalling repair, displaced rip rap replacement, fish ladder panel damage repair, etc. Amendment No. 1 will add \$215,000 to the contract, bringing the total not to exceed amount to \$315,000 and add the repair items into the scope of work. At the end of phase 2, the out of channel work will bring the facility to pre-storm condition. In-channel repair will occur at a later time due to the extensive nature of the that repair. More project planning is necessary to complete including but not limited to environmental permitting, etc. The repair will also need to occur when the facility isn't in operation.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Funds from Agency Fund 134-SRDF, Reimbursement will be sought after through FEMA for Winter Strom damages.

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

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

Attachments:

1. Original Contract
2. Amendment No. 1

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

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

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

1. **Scope of Work.** Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the **Scope of Work/Work Schedule set forth in Exhibit A**
  - (a) The scope of work is briefly described and outlined as follows:  
Conduct cleanup work at the Salinas River Diversion Facility after the impact from the 2023 Winter Storms. Work will consist of silt/ debris removal deposited at the facility, restoring to pre-storm conditions.
  - (b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
  - (c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
  - (d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.
2. **Term of Agreement.** The term of this Agreement shall begin on May 20th, 2024, by CONTRACTOR and Agency, and will terminate on June 30th, 2025, unless earlier terminated as provided herein.

3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is One Hundred Thousand Dollars (\$100,000).  
  
4. Monthly Invoices by CONTRACTOR; Payment.
  - (a) CONTRACTOR shall submit to Agency an invoice, in a format approved by Agency, setting forth the amounts claimed by CONTRACTOR, together with an itemized basis for such amounts, and setting forth such other pertinent information Agency may require. CONTRACTOR shall submit such invoice monthly or as agreed by Agency, but in no event shall such invoice be submitted later than 30 days after completion of CONTRACTOR's work hereunder. Agency shall certify the claim if it complies with this contract and shall promptly submit such claim to the Monterey County Auditor-Controller, who shall pay the certified amount within 30 days after receiving the invoice certified by Agency. It is understood and agreed that CONTRACTOR shall complete all work described in Exhibit A for an amount not exceeding that set forth above, notwithstanding CONTRACTOR's submission of periodic invoices.
  - (b) CONTRACTOR shall submit to Agency an invoice via email to [WRAAccountsPayable@countyofmonterey.gov](mailto:WRAAccountsPayable@countyofmonterey.gov) and to the Contract Administrator Section 26.
  - (c) CONTRACTOR agrees that Agency may withhold five percent (5%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to Agency.
  - (d) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.
  - (e) CONTRACTOR shall not be reimbursed for travel expenses unless expressly approved in writing in accordance with this Agreement.

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

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

## 6. Insurance.

### 6.1 Evidence of Coverage:

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

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

### 6.2 Qualifying Insurers:

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

### 6.3 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

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

#### 6.4 Other Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Martin Canning

Agency's designated administrator of this Agreement shall be:

Peter Vannerus

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

<b>TO AGENCY</b>	<b>TO CONTRACTOR</b>
Name: Peter Vannerus	Name: Martin Canning
Address:	Address:
1441 Schilling Place, Salinas, CA 93901	350 Technology Drive, Watsonville, CA 95076
Telephone: 831-788-3436	Telephone: 831-768-2700
Fax:	Fax:
E-Mail: Vannerusp@countyofmonterey.gov	E-Mail: MCanning@graniterock.com

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

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

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

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

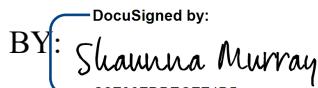
Exhibit A - Scope of Work  
Exhibit B - Fee Schedule

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

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

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

**MONTEREY COUNTY WATER  
RESOURCES AGENCY:**

BY:   
Shaunna Murray

C2E06EDBEC6EE4B5...  
Ara Azhderian  
General Manager

Date: 5/21/2024 | 9:26 AM PDT

**CONTRACTOR:**

BY: 

Type Name: Robert Snyder

Title: EVP Construction

Date: 5/16/2024

BY:

Type Name:

Title:

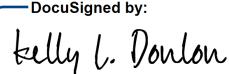
Date:

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

( \_\_\_\_\_ )  
Agreement/Amendment No # ( \_\_\_\_\_ )

\* \* \* \* \*

Approved as to form <sup>1</sup>:

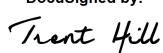
DocuSigned by:  
  
Kelly L. Donlon  
22D690CA05A940B...  
Assistant County Counsel

Dated: 5/20/2024 | 8:45 AM PDT

County Counsel – Risk Manager:

Dated: \_\_\_\_\_

Approved as to fiscal provisions:

DocuSigned by:  
  
Trent Hill  
30922505678A4ED...  
Administrative Analyst

Dated: 5/20/2024 | 1:40 PM PDT

DocuSigned by:  
  
Jennifer Forsyth  
4E7E657875454AE...

Auditor-Controller <sup>2</sup>:

Dated: 5/20/2024 | 12:56 PM PDT

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

<sup>2</sup> Approval by Auditor-Controller is required

## **EXHIBIT A**

### **SCOPE OF WORK**

Contractor shall conduct the cleanup items listed in the attached document "SRDF 2023 Winter Storm Damage Repair: Out of Channel Structures", and as directed by Agency Staff assigned to the project. The items will consist of removal of silt and debris described in the Inspection Report within the document. The cleanup is partitioned into multiple tasks which will be conducted at a T&M rate until the task is completed or funding is expended. The contractor shall provide all labor, equipment, and materials needed to conduct the cleanup tasks.

Scope shall include:

Task 1: Mobilization & De-mobilization

Task 2: Remove Approx. 250cy of sediment on top of articulated block area and concrete structures of the facility (Right and Left Bank, areas are mapped in attached document). Cleanup to an "as-built" condition.

Task 3: Remove Approx. 1900cy of sediment from boat ramps, riprap, topsoil area of facility (Left and Right Bank, areas are mapped in attached document). Cleanup to an "as-built" condition or suitable alternative condition.

Task 4: Remove debris and vegetation throughout the facility with focus around the Dam Warning signs (Upstream and Downstream, areas are mapped in attached document). Cleanup to an "as-built" condition or suitable alternative condition.

**EXHIBIT B**  
**FEE SCHEDULE/PAYMENT PROVISIONS**

This Contract payment provisions shall be a Time and Material (T&M) rate to perform the cleanup services outlined in the Scope of Work and attached inspection report. Labor and Equipment rates will be based off Cal-trans hourly rates in accordance with general prevailing wages for labor and the standard equipment rental rates per Cal-trans Standard Specification Section 9-1.04. Material rate will be based off cost plus standard material markups.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111	CONTACT NAME: Chris Kelley PHONE (A/C, No, Ext): 415-402-6521 E-MAIL ADDRESS: ckelley@woodruffssawyer.com
	INSURER(S) AFFORDING COVERAGE INSURER A: American Contractors Insurance Co RRG INSURER B: Continental Insurance Company INSURER C: ACIG Insurance Company INSURER D: Berkley Assurance Company INSURER E: INSURER F:
INSURED Granite Rock Company 350 Technology Dr. Watsonville, CA 95076	GRANCOM-01 NAIC #
	12300 35289 19984 39462

COVERAGES CERTIFICATE NUMBER: 1080511532 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A A A	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		Y		GL23A00056 GL23B00056 (GL Excess) GL23C00056 (GL Excess)	6/1/2023 6/1/2023 6/1/2023	6/1/2024 6/1/2024 6/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 10,000,000 \$ 100,000 \$ 5,000 \$ 10,000,000 \$ 10,000,000 \$ 10,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:									\$
A	AUTOMOBILE LIABILITY  X ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		Y		AL23000019	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 5,000,000 \$ \$ \$	
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$				7014990956	6/1/2023	6/1/2024	EACH OCCURRENCE AGGREGATE	\$ 10,000,000 \$ 10,000,000	\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> N	Y / N N / A		WCA000026123	6/1/2023	6/1/2024	X PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000	
D	Pollution/Professional Liability				PCAB50223200623	6/1/2023	6/1/2024	Per Claim/*Aggregate	\$ 10,000,000	

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Excess GL & AL: Insurer issues an Excess Liability policy that follows Commercial General Liability and Auto Liability for \$10M Each Occurrence/\$10M Aggregate. Professional/Pollution \*Aggregate limit is total insurance available for all claims presented within the policy period for operations of insured. Limit will be reduced by payments of indemnity and/or expenses.

Re: GR Job #8449; SRDF Post Storm Cleanup PH 1. Monterey County Water Resources Agency and the County of Monterey their officers, agents, and employees are named as additional insured as respects general liability and automobile liability, on a primary, non-contributory basis, per endorsements attached. Policies contain a 30-day notice of cancellation, 10-day notice of cancellation for non-payment of premium.

## CERTIFICATE HOLDER

## CANCELLATION

Monterey County Water Resources Agency 1441 Schilling Place - North Building Salinas CA 93901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Zoe Oberbay</i>

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## ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO LIABILITY COVERAGE PART

Any person or organization you are required by contract to include as an additional insured on this policy is an "insured" but only with respect to liability arising out of the ownership, maintenance or use of an "auto" in the operations incidental to the contract and to the extent set forth below:

- (1) The limit of insurance will not be greater than that required by such contract.
- (2) The coverage provided to the additional insured will not be greater than that customarily provided by the policy forms specified in and required by the contract.
- (3) All insuring agreements, exclusions and conditions of this policy will apply.
- (4) In no event shall the coverage or limit of insurance in this coverage form be increased by such contract.

This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective: **same as policy eff. date unless otherwise indicated above.**

Policy Effective: 6/1/2023

Policy No.: AL23000019

Endorsement No.:

Insured: Granite Rock Company

Premium \$

Insurance Company: American Contractors Insurance Co RRG

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO LIABILITY COVERAGE FORM

The Transfer of Rights of Recovery Against Others to Us Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- A. Under a written contract or agreement with such person(s) or organizations(s); and
- B. Prior to the "accident" or the "loss".

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective: **Same as policy effective date unless otherwise indicated above.**

Policy Effective: 6/1/2023

Policy No.: AL23000019

Endorsement No.:

Insured: Granite Rock Company

Premium \$

Insurance Company: American Contractors Insurance Co. RRG

# Attachment A

## Salinas River Diversion Facility 2023 Winter Storm Damage Repair: Out of Channel Structures

### Scope of Work:

The following repairs and cleanup required at the Salinas River Diversion Facility include work at both banks of the Facility. Left and Right banks, determined from the river flow direction. Facing with the flow of the river, the left side is the left bank and the right is the right bank. The diversion pumping structure is located on the left bank and this is the side with the most cleanup and repair efforts. Pictures and clear description of the work requested is included in Attachment A: SRDF March Winter Storm Damage and Cleanup Assessment. Aerial Map is included in Attachment B. The goal is to return the facility to post storm status similar to original construction completion status.

### Left Bank:

- Remove sediment on top of facility's articulated block and staging area
- Remove vegetation from the area outlined in the Attached Map
- Care needs to be taken when removing the sediment to not damage articulated block and concrete. Final removal should be done with a sweeper truck to get the final layer and expose all the articulated block and concrete floor
- Two boat ramps need sediment removed (upstream and downstream) and reestablish path to river, vegetation removal likely needed as well
- Two areas of heavy vegetation removal in front of the dam safety signs up and downstream of facility. Area needs to be clean and free of debris so viewing of the signs is possible from the river
- Some buildup of sediment needing removal on up and downstream wingwalls
- ~~Concrete spalling repair, approx. 14 sites varying size~~
- ~~Fish ladder cover plate repair : 3 damaged panels~~
- ~~Railing anchor repair (multiple sites)~~
- ~~Bring in riprap to replace displaced, sediment stuck in existing riprap may need hydro jetting to cleanup~~

### Right Bank:

- Sediment removal throughout site, estimates in Attachment A
- ~~Concrete repair (two sites)~~
- Clean articulated block and concrete abutments with sweeper truck
- Remove vegetation from upstream and down stream warning signage
- ~~Replace displaced riprap on upstream wingwall barrier~~

# SRDF March Winter Storm Damage and Cleanup Assessment

March 2024



## Summary:

After the winter storm of March 2023, significant disturbance and damage was observed at the Salinas River Diversion facility. Approximately 22,000 cfs went through the facility and submerged most of it, elevated pump diversion platform was above water. In April 2023, initial debris and silt was removed to allow the facility to operate. This was the minimum amount, and more is required to restore the facility to the California Division of Safety of Dams (DSOD) standards, after the 2023 inspection. The cleanup and repairs needed include further silt and sediment removal, debris removal, exposing and cleaning all the facility's structures to be observable. Significant Scouring was also discovered in the channel on the facility's approach apron of the structure which will need to be repaired as soon as possible. Damage assessment is on going to determine extent of damage to that component. Vegetation and silt removal is needed at the boat ramps and in front of all the upstream and downstream safety signage. Replacement of displaced riprap is also required.

Summary Table:

Item	Qt.	unit
Sediment removal	1,983	yards
<del>Concrete repair (14 sites)</del>	<del>1154</del>	<del>sq inches</del>
<del>In channel approach apron</del>	<del>Unquantified</del>	
<del>Fish ladder panels damaged</del>	<del>3</del>	<del>panels</del>
<del>Railing mounts damaged</del>	<del>6</del>	<del>mounts</del>
Vegetation and debris for signs	8,800	sq-ft
<del>Crack meters</del>	<del>2</del>	<del>meters</del>
<del>Staff plate replacement</del>	<del>2</del>	<del>plates</del>
Riprap replacement	<del>Calculated after sed removal</del>	

## Sediment Removal

- Removal of excess sediment on top of facility's articulated block.
- Removal of vegetation on facility.
- Reinstalation of riprap is needed along upstream and downstream banks.
- Upstream & downstream boat ramps have narrowed due to excess sediment, vegetation and fallen riprap. Needs to be cleared and widened to original size.
- Replacement riprap is needed to armor upstream and downstream banks of facility.
- Center riprap area between upper and lower deck, needs vegetation and sediment removed along with installation of replacement riprap.

Left Bank



**Area 1 LB Silt Removal:** Further sediment removal is required to return site to original condition. Estimated area: 15,500 sq feet with an estimated silt volume of 860 yards

*Seepage Wall*



**Area 2 LB Seepage Wall silt and debris removal:** Remove Silt build up and vegetation/ debris. Area included in Area 1 calculation.

*Upstream Boat Ramp*



**Area 3 Upstream boat ramp:** Remove Sediment and debris, restore boat ramp to original condition. Area: 1300sq ft, sediment varies in depth estimated at 80 yards (average 1.5 feet fill)

*Downstream Boat Ramp*



**Area 4 LB Downstream Boat ramp debris and fill removal:** Remove built up sediment and fill, restore to as original condition. Area 9100 sq ft estimated at 250 yards (ave. 0.75ft depth fill)

*Lower Deck & Center Rip Rap Area*



**Area 5 LB lower area and primary floor sections:** Remove Fill, debris and restore facility to original condition. Delicate sand removal is necessary to expose floor structures. The area is approximately 22,700 sq ft. or estimated fill of 168 yards (0.2 ft ave depth)

### Right Bank

- Removal of excess sediment on top of facility's articulated block.
- Removal of vegetation on facility.
- Reinstallation of riprap is needed along upstream and downstream banks.



**Area 1 RB facility structure:** Remove Silt, vegetation and expose facility structures. Area approximately 17,000 sq ft. Volume est. 125 yards



**Area 2 RB wing walls:** remove silt and replace riprap. Area 14,000 sq ft, volume est. 500 yards (ave depth 1 foot)

## Concrete Repairs

### Left Bank

- Several locations of spalling on left bank.
- Most concerning is located above the fish ladder entrance.
- Abutment between regulating weir and main weir has evidence of concrete damage.

Site #1

Upstream Wingwall, Left Bank, Area of repair (40 sq inches)



**Site #2**

**Water edge of Fish Ladder, Left Bank, Area of repair (20 sq inches)**



**Site #3**

**Fish Ladder top panels, Left Bank , Area of repair (80 sq inches)**



**Site #4**  
**Fish Ladder top panels, Left Bank, AOR (9 sq inches)**



**Site #5**  
**Fish Ladder Entrance, Left Bank, AOR (160 sq inches)**





**Site #6**  
**Downstream of Fish Ladder Entrance, Left Bank, AOR (30 sq inches)**

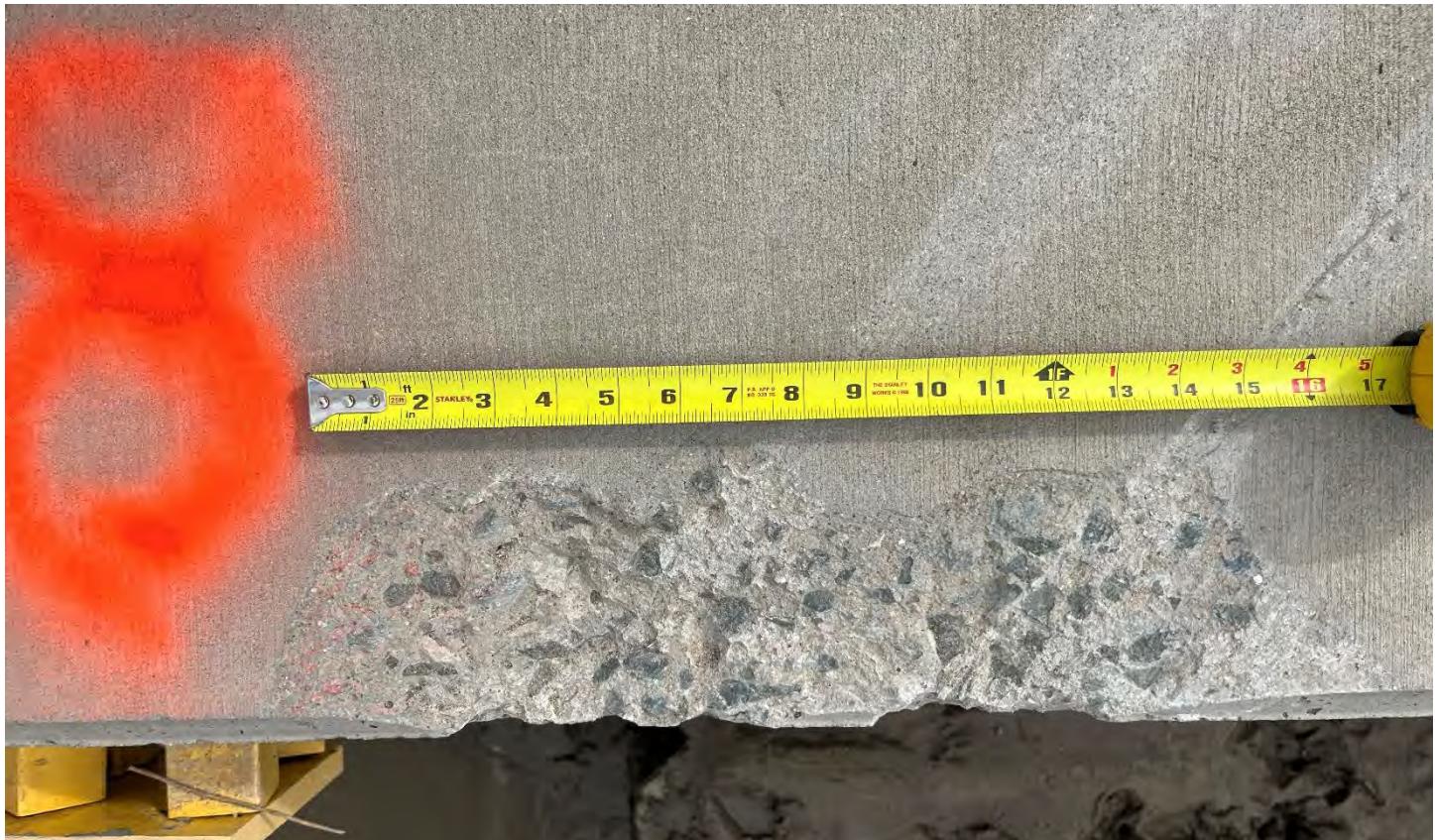


**Site #7**

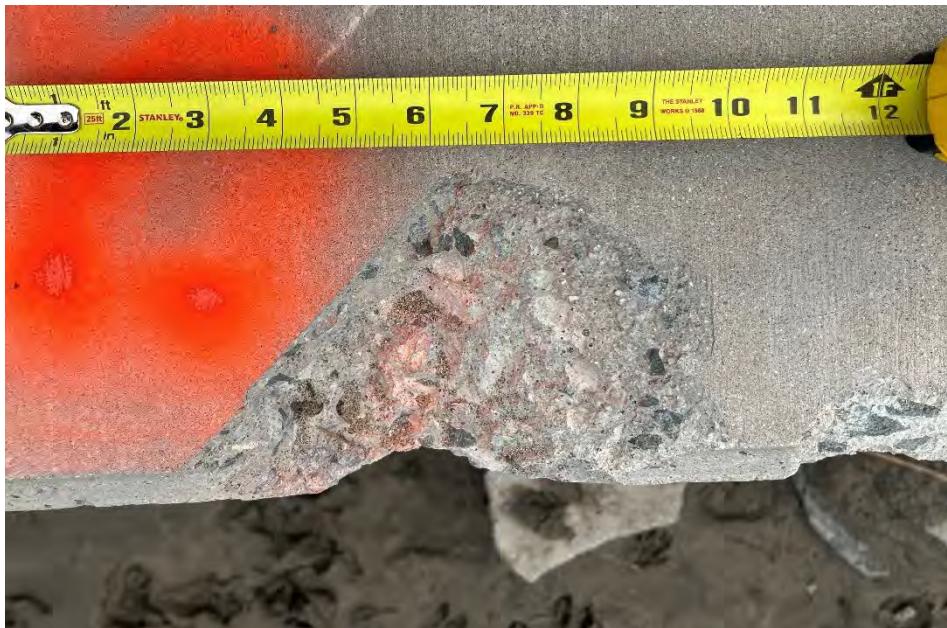
**Downstream of Fish Ladder Entrance, Corner, Left Bank, AOR (16 sq inches)**



**Site #8**  
**Downstream Edge, Left Bank, AOR (128 sq inches)**



**Site #9**  
**Downstream Edge, Left Bank, AOR (35 sq inches)**



**Site #10**  
**Downstream Edge, Left Bank, AOR (192 sq inches)**



**Site #11**  
**Downstream Edge, Left Bank, AOR (240 sq inches)**



**Site #12**  
**Downstream Edge, Left Bank, AOR (30 sq inches)**



**Site #13**  
**Downstream Edge, Left Bank, AOR (48 sq inches)**



**Site #14**  
**Upstream of Fish ladder Entrance, Left Bank, AOR (112 sq inches)**



**Abutment Regulating Weir Side**



*Figure 1: Gash in abutment*

## Right Bank

- Two locations of spalling on right bank structure.

### Site #1

**Structure center of water's edge, Right bank, AOR (8 sq inches)**



### Site #2

**Downstream Wingwall, Right bank, AOR (6 sq inches)**



## Articulated Block

- Articulated block on lower deck on left bank near fish ladder are disturbed.

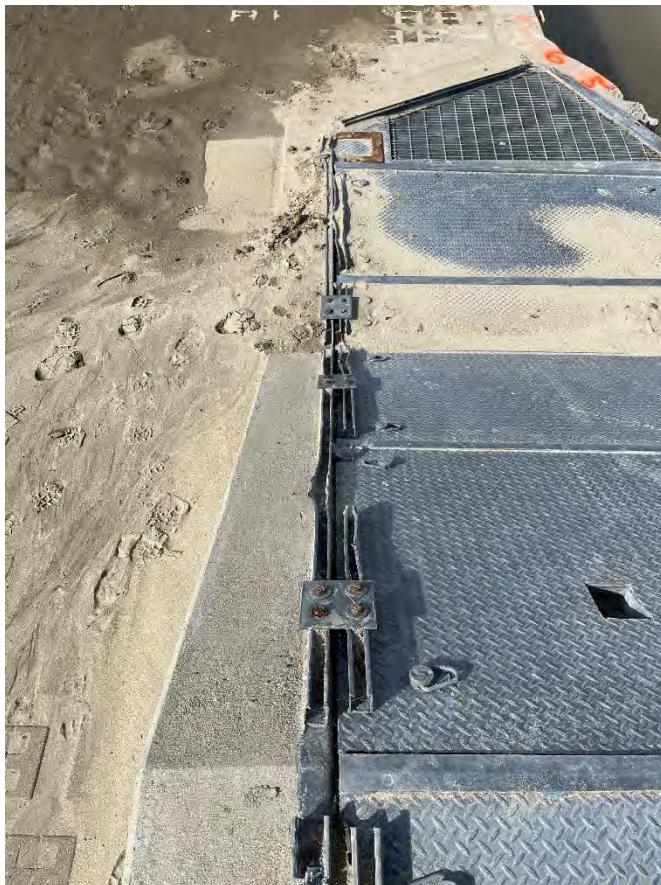
**Between Spalling Sites 6 & 7 , AOR (360 sq inches)**



## Fish Ladder Repairs

- Several parts of top plates of the fisher ladder are damaged and the lower deck panel is uplift preventing it from being flush against other panels.

**Bent Fish Ladder Top Panels (Three panels damaged)**

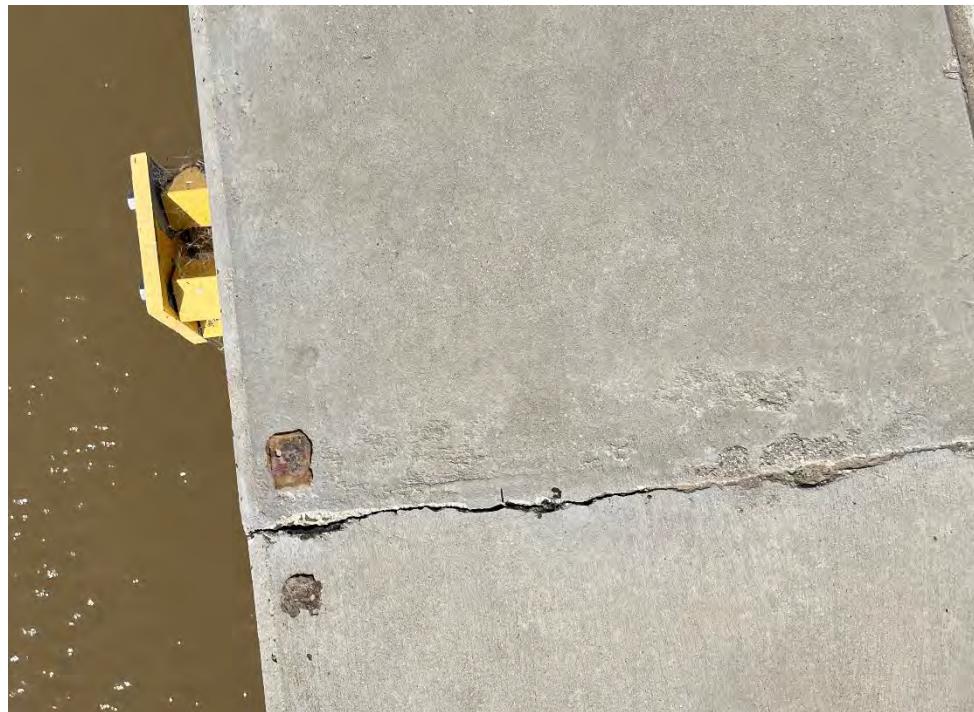




## Crack Meters

- Two cracks on right bank, one is in need of cleaning and the other is missing and needs to be replaced.

### Right Bank



*Figure 2: Missing Crack Meter*



*Figure 3: Crack Meter needs cleaning.*

## Rail Supports

- Left bank rail support above fish screens needs to be repaired due to bolt being bent.
- Left and right bank rail supports are in need of tightening.

### Left Bank



Figure 4: Damaged Rail Support

## Signage

- Left and right bank downstream approach signs need vegetation to be removed to allow for it to be visible from river channel.
- Left bank upstream approach sign needs to be replaced and cleared of vegetation to be visible.
- Right bank upstream approach sign need vegetation to be removed to allow for it to be visible from river channel.
- Multiple right bank signs for no trespassing or indicating hazardous current conditions need to be removed due to damaged and/ or unreadable.
- Missing Staff Plates x2

Left Bank



*Figure 5: Downstream signage, vegetation removal needed.*

Right Bank

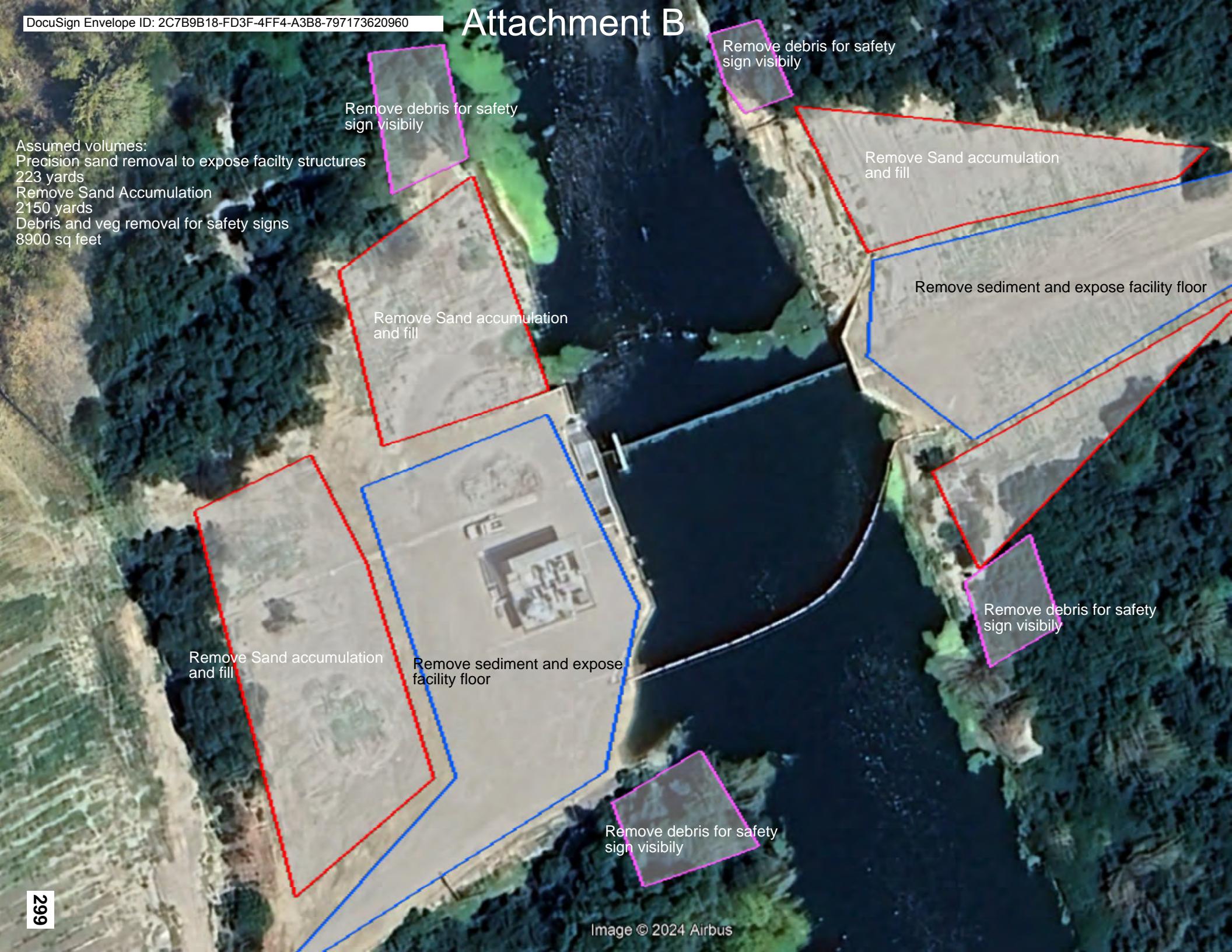


*Figure 6: Downstream signage, vegetation removal needed. Repair& remove debris from foreground sign*

## Attachment B



## Attachment B



**AMENDMENT NO. 1 TO  
AGREEMENT FOR SERVICES  
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND  
GRANITEROCK COMPANY**

**THIS AMENDMENT NO. 1** to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, "Agency") and Graniterock Company (hereinafter, "CONTRACTOR") is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and CONTRACTOR are referred to as the "Parties").

**WHEREAS**, CONTRACTOR entered into an Agreement for Services with the Agency on May 21, 2024 (hereinafter, "Agreement");

**WHEREAS**, the Parties wish to amend the Agreement with a dollar amount increase of \$215,000, not to exceed \$315,000, to continue providing services identified in the Agreement.

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

1. Amend Section 1, "Scope of Work." to read as follows:

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

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

Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to the contractor under this contract is Three Hundred Fifteen Thousand dollars (\$315,000.00)

Original Agreement \$100,000  
Amendment No. 1 \$215,000  
Not to exceed total: \$315,000

3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment No. 1 to the Agreement as of the day and year written below:

Amendment No. 1 Graniterock Company: SRDF  
Cleanup & Repair .

**MONTEREY COUNTY WATER  
RESOURCES AGENCY**

By: \_\_\_\_\_  
Ara Azhderian, General Manager

Date: \_\_\_\_\_

**Approved as to Form and Legality  
Office of the County Counsel**

By: \_\_\_\_\_  
Assistant County Counsel

Date: \_\_\_\_\_

**Approved as to Fiscal Provisions**

By: \_\_\_\_\_  
Auditor-Controller

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Administrative Analyst

Date: \_\_\_\_\_

**Approved as to Indemnity, Insurance Provisions**

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

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

**CONTRACTOR**

\_\_\_\_\_  
\*Contractor Business Name

By: \_\_\_\_\_  
(Signature of Chair, President or Vice President)

Title: \_\_\_\_\_  
(Print Name and Title)

Date: \_\_\_\_\_

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

Title: \_\_\_\_\_  
(Print Name and Title)

Date: \_\_\_\_\_

Amendment No. 1 Graniterock Company: SRDF  
Cleanup & Repair .

## **EXHIBIT A - SCOPE OF WORK – REVISED**

The following Scope of Work revision includes the original exhibit tasks plus the additional tasks listed below:

All tasks and photos with description of work needed is included in the inspection report attached.

- a) Remove sediment thin layer of sediment from past cleanup near downstream boat launch, sweep to match other articulated block
- b) Concrete spalling repair, approx. 14 sites varying size. Technical specifications for repair materials and methods will be provided.
- c) Railing anchor repair (multiple sites).
- d) Bring in light riprap and place (1-2ft diameter) to replace displaced material in four locations in aerial map (Approx. 4029 ft3 or 150 yd3- Assumed as 1 foot depth)
- e) Lay, spread and lightly compact Decomposed Granite mixture with GraniteCrete in two lower access paths. Assumed as 5inch fill, volume or 400 ft3 or 15yd3
- f) Lay, spread and compact 1 1/2" Drain rock or Class II Base in area on edge of articulating block behind pump platform. Assumed 5 inch fill, 562 ft3 or 21yd3
- g) Lay, spread and compact 3/4" Class II Baserock over entrance path driveway. Assumed as 4inch fill. Volume of topcoat 941 ft3 or 35yd3
- h) Repair Cristy Box and valve stem where valve was broken during cleanup project. Install three bollards around box to protect.
- i) Replace two crack monitoring gauges on right bank wingwall

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

This is an agreement ("Agreement") between the Monterey County Water Resources Agency, hereinafter called "Agency," and Lechowicz & Tseng Municipal Consultants, a firm hereinafter called "CONTRACTOR".

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

1. **Scope of Work.** Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the Scope of Work/Work Schedule set forth in Exhibit A
  - (a) The scope of work is briefly described and outlined as follows:  
  
To provide a fee study to establish a schedule of cost-based fees for wellhead permitting, monitoring, and regulatory compliance.
  - (b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
  - (c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
  - (d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.
2. **Term of Agreement.** The term of this Agreement shall begin on June 1, 2024, by CONTRACTOR and Agency, and will terminate on June 30, 2025, unless earlier terminated as provided herein.

3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is Twenty Five Thousand dollars no cents,  
(\$25,000.00).

4. Monthly Invoices by CONTRACTOR; Payment.

- (a) CONTRACTOR shall submit to Agency an invoice, in a format approved by Agency, setting forth the amounts claimed by CONTRACTOR, together with an itemized basis for such amounts, and setting forth such other pertinent information Agency may require. CONTRACTOR shall submit such invoice monthly or as agreed by Agency, but in no event shall such invoice be submitted later than 30 days after completion of CONTRACTOR's work hereunder. Agency shall certify the claim if it complies with this contract and shall promptly submit such claim to the Monterey County Auditor-Controller, who shall pay the certified amount within 30 days after receiving the invoice certified by Agency. It is understood and agreed that CONTRACTOR shall complete all work described in Exhibit A for an amount not exceeding that set forth above, notwithstanding CONTRACTOR's submission of periodic invoices.
- (b) CONTRACTOR shall submit to Agency an invoice via email to [WRAAccountsPayable@co.monterey.ca.us](mailto:WRAAccountsPayable@co.monterey.ca.us) and to the Contract Administrator Section 26.
- (c) CONTRACTOR agrees that Agency may withhold five percent (5%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to Agency.
- (d) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.
- (e) CONTRACTOR shall not be reimbursed for travel expenses unless expressly approved in writing in accordance with this Agreement.

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

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

## 6. Insurance.

### 6.1 Evidence of Coverage:

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

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

### 6.2 Qualifying Insurers:

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

### 6.3 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

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

#### 6.4 Other Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Alison Lechowicz

---

Agency's designated administrator of this Agreement shall be:

Amy Woodrow

---

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

<b>TO AGENCY</b>	<b>TO CONTRACTOR</b>
Name: Amy Woodrow	Name: Alison Lechowicz
Address: 1441 Schilling Pl., Salinas, CA 93901	Address: 909 Marina Village Parkway #135, Alameda, CA
Telephone: 831.755.4860	Telephone: 510.545.3182
Fax:	Fax:
E-Mail: woodrowa@countyofmonterey.gov	E-Mail: alison@ltmuniconsultants.com

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

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

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

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

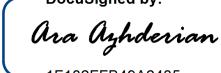
Exhibit A - Scope of Work/ Work Schedule  
Exhibit B - Fee Schedule

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

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

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

**MONTEREY COUNTY WATER  
RESOURCES AGENCY:**

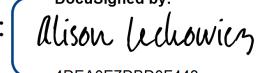
BY:   
Ara Azhderian

General Manager

Date: 6/12/2024 | 8:36 AM PDT

**CONTRACTOR:**

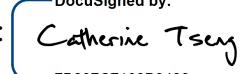
Lechowicz & Tseng Municipal Consultants

BY:   
Alison Lechowicz

Type Name: Alison Lechowicz

Title: Principal

Date: 6/11/2024 | 10:23 AM PDT

BY:   
Catherine Tseng

Type Name: Catherine Tseng

Title: Principal

Date: 6/11/2024 | 8:40 AM EDT

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

( \_\_\_\_\_ )  
Agreement/Amendment No # ( \_\_\_\_\_ )

\* \* \* \* \*

Approved as to form <sup>1</sup>:

DocuSigned by:  
  
Kelly L. Donlon  
22D600CA05A940B...  
Assistant County Counsel

Dated: 6/11/2024 | 10:36 AM PDT

County Counsel – Risk Manager:  
\_\_\_\_\_  
Dated: \_\_\_\_\_

Approved as to fiscal provisions:

DocuSigned by:  
  
Trent Hill  
30922505678A4ED...  
Administrative Analyst

Dated: 6/12/2024 | 8:29 AM PDT

DocuSigned by:  
  
Jennifer Forsyth  
4E7E657875454AE...  
Auditor-Controller <sup>2</sup>:  
\_\_\_\_\_  
Dated: 6/11/2024 | 2:49 PM PDT

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

<sup>2</sup> Approval by Auditor-Controller is required

**Exhibit A - Scope of work****&****Exhibit B - Fee Schedule**

Lechowicz & Tseng Municipal Consultants (L&T) is pleased to submit a proposal to the Monterey County Water Resources Agency (MCWRA or Agency) for a Proposition 26 Fee Study. We understand that the Agency wishes to establish a schedule of cost-based fees for wellhead permitting, monitoring, and regulatory compliance. L&T is a women-owned firm located in the Bay Area that focuses on financial planning, utility rate and fee studies, and management consulting for California public agencies. Both principals have over 15 years of consulting experience and we have completed over 100 studies compliant with Proposition 218 and 26. We have recently completed Proposition 26 fee studies for the Root Creek Water District (miscellaneous water fees) and the City of Williams (industrial sewer permit fees). Other relevant experience includes rate studies for the Central Coastal communities of Los Osos (ongoing), the City of Gonzales, Nipomo Community Services District (CSD), Templeton CSD, and Summerland Sanitary District.

**Services**

To conduct the fee study, L&T proposes the scope of services listed below. We are flexible to adjust the scope to meet your needs.

**1. Project Kickoff and Data Gathering**

Draft and submit a data needs list such as budgets, staffing levels and cost, overhead cost allocation plan (if available), agreements with other agencies, policy documents, customer/service area information, and groundwater sustainability reports/plans. Review available documents with Agency staff and determine categories of fees to include in the study.

**2. Staff Interviews and Calculate Fees**

Conduct interviews to gain an understanding of which staff members provide services, the amount of time per staff member involved, vehicles, materials, and overhead associated with providing each proposed fee. Determine if tiered fees are appropriate (such as one set of permitting fees for large wells vs. a set of fees for small, domestic wells). Revise fee categories as needed. Calculate the fully burdened cost of each fee and present draft results to staff. Provide a survey of fees charged by other comparable agencies. Analyze potential impacts of expanding Agency services to additional geographic areas.

### 3. Reports

Provide draft and final reports to the Agency summarizing our recommendations. The reports will serve as the Proposition 26 administrative record which identifies the cost-basis of the fees. We will coordinate with MCWRA's legal counsel for review. L&T will also assist in writing or updating the Agency's fee ordinances or resolutions. Our report will document how MCWRA can update the fees using our materials in the future should circumstances change.

### 4. Meetings and Presentations

To conduct the study, we suggest (3) in-person meetings and (5) virtual meetings as listed below. L&T is happy to work with the Agency to finalize the schedule and number of meetings. Please note that Ms. Lechowicz will be out of the office July 2 through July 12 and will be unavailable during that time.

Meeting #	Description	Dates
1) Virtual	Kickoff meeting with staff	ASAP/Week of May 20
2) Virtual	Virtual interviews with staff (could be in-person)	Week of June 3
3) Virtual	L&T presents proposed fees to staff; L&T revises fees as needed	Week of June 24
	Draft report submitted for project team review	August 2
	Final report submitted	August 16
<b>4) In-person</b>	L&T presents proposed fees to the Directors	Mid-September
<b>5) In-person</b>	L&T presents proposed fees to the County BOS	Late September
6) Virtual	Revise fees if needed; plan for stakeholder outreach	Late September
<b>7) In-person</b>	Outreach meeting with stakeholders	Early October
8) Virtual	Public hearing to adopt fees	Late October
	New fees go into effect	November 1

## Staff Assignment

Alison Lechowicz will be the principal-in-charge and project manager on this assignment. She will be assisted by Staff Analyst Sophia Mills. Ms. Mills is bilingual in English and Spanish and can provide verbal and written translations. Catherine Tseng will provide peer review and act as a substitute for Ms. Lechowicz, if needed. Ms. Lechowicz's abbreviated resume is provided as an attachment.

## Availability and Fees

1. L&T is prepared to begin work upon your authorization to proceed.
2. For professional services, the total fee is \$24,410 including three (3) in-person meetings. Invoices are payable monthly in accordance with the attached Billing Rate Schedule 2024/25.

Lechowicz & Tseng would very much like to work for the Agency on this assignment and hope that this proposal will constitute a suitable basis for our selection.

Very truly yours,  
LECHOWICZ & TSENG MUNICIPAL CONSULTANTS



Alison Lechowicz, Principal  
909 Marina Village Parkway #135  
Alameda, CA 94501  
(510) 545-3182  
alison@LTmuniconsultants.com

Attachments:  
Project Budget  
Alison Lechowicz's Resume

## ATTACHMENT: PROJECT BUDGET

### BUDGET BY TASK

Lechowicz & Tseng Municipal Consultants' total fee to conduct the Proposition 26 Fee Study for the Monterey County Water Resources Agency is \$24,410. Our budget includes three (3) in-person. Supplementary in-person meetings can be included for an additional cost. L&T is flexible to adjust the scope and budget to meet your needs.

TASKS	HOURS				EXPENSES	BUDGET		
	Lechowicz	Tseng	Mills	Total				
	Project Mgr	Peer Review	Financial					
	\$210/hour	\$210/hour	\$140/hour					
1. Kickoff and Data Gathering	4	0	4	8		\$1,400		
2. Interviews and Calculate Fees	20	2	16	38		\$6,860		
3. Reports	18	2	22	42		\$7,280		
4. Meetings & Presentations	30	2	10	42	\$750	\$8,870		
<b>PROJECT BUDGET</b>	<b>72</b>	<b>6</b>	<b>52</b>	<b>130</b>	<b>\$750</b>	<b>\$24,410</b>		

### BILLING RATE SCHEDULE 2024/25

Lechowicz & Tseng's hourly rate is \$210 for principals and \$140 for staff analysts. No subconsultants are needed for this assignment. The professional time rate includes all overhead and indirect costs. Direct expenses incurred on behalf of the client will be billed at cost. Direct expenses include, but are not limited to:

- Travel, meals, lodging
- Printing and report binding
- Outside computer services or software development
- Automobile mileage
- Courier services and mailing costs
- Special legal services

L&T's hourly rate schedule is part of the quote for use in invoicing for progress payments and for any extra work requested by the Agency that is not part of this scope of service.



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

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

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

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

Perform refurbishment of the Unit 2 generator and turbine for the Nacimiento Dam Hydroelectric power plant, provide as needed hydroelectric power plant repair services
  - (b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
  - (c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
  - (d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.
2. **Term of Agreement.** The term of this Agreement shall begin on April 8, 2024, by CONTRACTOR and Agency, and will terminate on December 31, 2027, unless earlier terminated as provided herein.

3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is One Hundred Thousand Dollars \_\_\_\_\_, (\$100,000.00 \_\_\_\_\_).

4. Monthly Invoices by CONTRACTOR; Payment.

- (a) CONTRACTOR shall submit to Agency an invoice, in a format approved by Agency, setting forth the amounts claimed by CONTRACTOR, together with an itemized basis for such amounts, and setting forth such other pertinent information Agency may require. CONTRACTOR shall submit such invoice monthly or as agreed by Agency, but in no event shall such invoice be submitted later than 30 days after completion of CONTRACTOR's work hereunder. Agency shall certify the claim if it complies with this contract and shall promptly submit such claim to the Monterey County Auditor-Controller, who shall pay the certified amount within 30 days after receiving the invoice certified by Agency. It is understood and agreed that CONTRACTOR shall complete all work described in Exhibit A for an amount not exceeding that set forth above, notwithstanding CONTRACTOR's submission of periodic invoices.
- (b) CONTRACTOR shall submit to Agency an invoice via email to [WRAAccountsPayable@co.monterey.ca.us](mailto:WRAAccountsPayable@co.monterey.ca.us) and to the Contract Administrator Section 26.
- (c) CONTRACTOR agrees that Agency may withhold five percent (5%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to Agency.
- (d) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.
- (e) CONTRACTOR shall not be reimbursed for travel expenses unless expressly approved in writing in accordance with this Agreement.

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

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

6. Insurance.

6.1 Evidence of Coverage:

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

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

6.2 Qualifying Insurers:

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

6.3 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

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

#### 6.4 Other Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Scott Gomez

---

Agency's designated administrator of this Agreement shall be:

Manuel Saavedra

---

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

<b>TO AGENCY</b>	<b>TO CONTRACTOR</b>
Name: Manuel Saavedra	Name: Scott Gomez
Address: 1441 Schilling Pl., Salinas, CA 93901	Address: 2955 Farrar Ave., Modesto, CA 95354
Telephone: 831.755.4860	Telephone: 209.571.0569
Fax:	Fax:
E-Mail: saavedram@co.monterey.ca.us	E-Mail: sgomez@tcbindustrial.net

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

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

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

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

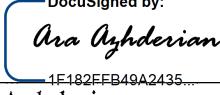
Exhibit A - Scope of Work/ Work Schedule  
Exhibit B - Fee Schedule

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

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

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

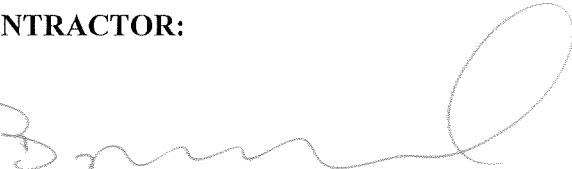
**MONTEREY COUNTY WATER  
RESOURCES AGENCY:**

BY:   
1F182FFB49A2435

Ara Azhderian  
General Manager

Date: 4/25/2024 | 8:47 AM PDT

**CONTRACTOR:**

BY: 

Type Name: Bryan Martin

Title: Vice President

Date: 4-10-24

BY:

Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

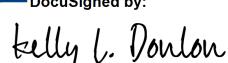
Date: \_\_\_\_\_

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

( \_\_\_\_\_ )  
Agreement/Amendment No # ( \_\_\_\_\_ )

\* \* \* \* \*

Approved as to form <sup>1</sup>:

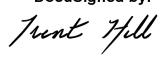
DocuSigned by:  
  
Kelly L. Donlon  
22D690CA05A940B  
Assistant County Counsel

Dated: 4/19/2024 | 10:36 AM PDT

County Counsel – Risk Manager:

Dated: \_\_\_\_\_

Approved as to fiscal provisions:

DocuSigned by:  
  
Trent Hill  
30922505678A4ED  
Administrative Analyst

Dated: 4/24/2024 | 3:56 PM PDT

Auditor-Controller <sup>2</sup>:

Dated: 4/19/2024 | 3:21 PM PDT

DocuSigned by:  
  
Patricia Ruiz  
E79EF64E57454F6

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

<sup>2</sup> Approval by Auditor-Controller is required

## EXHIBIT A

### SCOPE OF WORK/WORK SCHEDULE

#### SCOPE OF WORK:

CONTRACTOR will provide the following description of work related to the refurbishment of the Unit 2 generator and turbine for the Nacimiento Dam Hydroelectric Power Plant, and as-needed hydroelectric power plant repair services in accordance with the Payment Provisions listed in Exhibit B:

#### PHASE 1: Removal and Disassembly of Generator and Turbine.

1. Mobilization.
2. Conduct site specific safety training and stage tooling in designated areas.
3. Sign onto applicable LOTO clearances.
4. Record as-found dimensions and provide data sheets for Agency for documentation and review.
5. Match mark components in preparation of disassembly.
6. Uncouple the generator from the turbine shaft and remove.
7. Load generator on truck and ship to Ideal Electric (subCONTRACTOR) for refurbishment.
8. Refurbishment of generator (by subCONTRACTOR): Complete dismantle, chemically clean stator and rotor, inspect, and repair electrical and mechanical components, including all shaft journals. Check rotor, windings, stabilization components to include wedges, field pole assemblies, perform Total Indicated Run Out. Install new bearings, secondary VPI treatment and baking. Provide final inspection report (will include as-found and repaired conditions), and test run prior to shipping to facility.
9. Rewind of Generator (OPTIONAL - Only if required).
10. Unbolt turbine assembly from the upstream intake pipe flange and base plate.
11. Pull turbine unit and trip to top deck.
12. Supply and install cover for exposed chase to tail race.
13. Rig turbine unit out of powerhouse and stage.
14. Load turbine and transport to Refurbishment Shop.

#### PHASE 2: Refurbishment and Installation of Generator and Turbine (To be completed after July 1, 2024).

15. Complete disassembly of turbine unit and assessment of internal components.
16. Record all found dimensions and clearances on turbine components.
17. Create data sheets for turbine components and provide to Agency for review.
18. Develop detailed refurbishment plans based off the as found conditions of the components.
19. Machine new turbine components and install.
20. Provide data sheets to Agency of as machined dimensions and As-Built drawings.
21. Blast and paint coat the exterior and accessible interior components of the turbine prior to returning to site.
22. Transport turbine back to site for reassembly.
23. Off load truck and rig into top deck of powerhouse.
24. Trip to the vertical position and install.
25. Connect upstream flange with new gaskets and hardware.
26. Deliver newly refurbished generator.
27. Offload generator and rig to top deck of powerhouse.
28. Rig generator and install on top of turbine.
29. Roto-Line will be performed prior to coupling and data will be submitted to Agency for review.
30. If generator needs to be shimmed or shifted, CONTRACTOR to re-dowel generator to turbine mounting flange.
31. Provide start-up support.
32. Site clean-up and demobilization.

Project ID:

## EXHIBIT A

### SCOPE OF WORK/WORK SCHEDULE

#### SCOPE OF WORK:

##### Project Clarifications:

- Hydroelectric power plant consultant time is included for two shifts: One shift for disassembly and one shift for reassembly.
- CONTRACTOR will provide a 2-person crew for three (3) days to support the start-up activities on site.
- subCONTRACTOR (Ideal Electric) will provide three (3) days of on site installation assistance and oversight for commissioning of the unit after installation by CONTRACTOR, and will provide connections to the connection box.
- Machine shop work to repair all bushings/linkage/hardware is included in the price total for the scope of work, except materials for bushings or component purchasing.

#### WORK SCHEDULE:

- CONTRACTOR will begin and complete performance of services within the timeline provided by the Agency. In setting the timeline for performance, the Agency will first consult with and consider CONTRACTOR's feedback.

Project ID:

TCB Industrial, Inc

## EXHIBIT B

### PAYMENT PROVISIONS

CONTRACTOR shall be compensated for the work as set forth in the Scope of Work as follows:

PHASE 1: Removal and Disassembly of Generator and Turbine.

CONTRACTOR will complete Phase 1 scope of work for a Fixed Price of Forty-Eight Thousand Three Hundred Twenty-Five Dollars (\$48,325.00). The proposed price includes all applicable state and federal taxes.

PHASE 2: Refurbishment and Installation of Generator and Turbine.

CONTRACTOR will complete the Phase 2 scope of work for a Fixed Price of Two Hundred Eighty-Two Thousand Nine Hundred Ninety-Seven Dollars (\$282,997.00). The proposed price includes all applicable state and federal taxes.

NOTE:

Work performed by CONTRACTOR outside the scope of work for Phase 1 and 2 shall be billed in accordance with the Time and Materials rates shown in Exhibit B.

Project ID:

TCB Industrial, Inc  
331

## EXHIBIT B

## PAYMENT PROVISIONS

CONTRACTOR shall be compensated for as-needed hydroelectric power plant repair services on a Time and Materials basis in accordance with the Fee Schedule shown below:

## TCB Industrial, Inc. - Billing Rates

T&M Rates effective: 7/1/23 to 6/30/24

Classification	ST	OT	DT	Classification	ST	OT	DT
Shop Support	\$158	\$208	\$259	**Pipefitters: Journeyman	\$146	\$197	\$248
Draftsman / Detailer	\$115	\$173	\$230	**Pipefitters: Foreman	\$168	\$231	\$294
Project Manager	\$207	\$282	\$357	**Pipefitters: General Foreman	\$178	\$246	\$314
Millwrights: Journeyman	\$163	\$216	\$269	Confined Space Rescue	\$132	\$176	\$220
Millwrights: Foreman	\$173	\$231	\$289	Project Administrator	\$106	\$158	\$211
Millwrights: Gen. Foreman	\$179	\$241	\$302				
Millwrights: Superintendent	\$186	\$251	\$315				
Carpenters: Journeyman	\$156	\$208	\$259				
Carpenters: Foreman	\$167	\$223	\$279				
Carpenters: General Foreman	\$189	\$257	\$324				
Carpenters: Superintendent	\$216	\$297	\$378				

If job requires a 2nd shift each rate will increase by \$3 an hour.

If job requires a 3rd shift each rate will increase by \$3.25 an hour.

Truck \$130 per day. Fuel will be charged at a rate of .70 cents per mile. Due to fuel fluctuation surcharge may apply. Confined Space Rescue Equipment Trailer \$500 per day

## PLEASE NOTE:

\*All labor and equipment are subject to availability at time required.

\*Quoted labor rates include hourly pay and fringe benefits as dictated by current union agreements.

\*Most rates are subject to re-negotiation and revision on or about 6/30.

\*\*Pipefitters are subject to renegotiation and revision on or about 6/30 and 12/31.

\*Sub-contractors, materials, and third party rentals shall be billed at cost plus 15%.

## \*Rate Conditions

Normal workday and normal workweek are defined as eight (8) consecutive hours and five (5) consecutive normal workdays.

**UA Pipe Fitters:** Straight time rates apply for the first eight hours worked Monday through Friday. Overtime premiums (1.5T) apply between hours eight and ten Monday through Friday and between hours one and ten Saturday. Double time premiums (2T) apply after hour Ten Monday through Friday, after hour Ten on Saturday and all day on Sunday and Holidays.

**Other Crafts:** Straight time rates apply for the first eight hours worked Monday through Friday. Overtime premiums (1.5T) apply between hours eight and Twelve Monday through Friday and between hours one and Twelve Saturday. Double time premiums (2T) apply after hour Twelve Monday through Friday, after hour Twelve on Saturday and all day on Sunday and Holidays.

Demand rates apply to emergency services that require a response within 24 hours and are billed at 1.5 x Applicable Rate.

**\*Travel Time / Room and Board Living Expenses** - These charges may apply if the worksite is over 150 miles round trip at straight time each way from TCB Industrial's corporate office in Modesto, CA. Travel time shall be billed hourly at established labor rates. Room and board expenses shall be calculated by location.

**\*Minimum Charges** - Minimum show up time is 8 hours plus travel time depending on location.

Project ID:

TCB Industrial, Inc <sub>332</sub>