

# County of Monterey

*Saffron Room  
1441 Schilling Place  
Salinas, Ca 93901*



## Meeting Agenda

**Friday, November 8, 2024**

**10:00 AM**

**Saffron Room 1441 Schilling Place, 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)  
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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.

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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

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

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

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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>

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

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

4. Si un miembro del público desea comentar sobre un artículo de la agenda en particular, se le es sumamente recomendable que envíe sus comentarios por escrito por correo electrónico a la Agencia de Administración de Recursos del Agua (Agencia) a [WRAPublicComment@countyofmonterey.gov](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 limite del Jueves a las 5 P.M, serán distribuidos al Comité y serán colocados en el registro.

5. Los miembros del público que deseen hacer un comentario público general para temas que no están en la agenda del día o que deseen comentar en un artículo específico mientras se escucha la presentación, lo pueden hacer enviando un comentario por correo electrónico, preferiblemente limitado a 250 palabras o menos, a [WRAPublicComment@countyofmonterey.gov](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 a 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 October 4, 2024.

**Attachments:** [Draft Finance Minutes October 4, 2024](#)

### Scheduled Items

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

**Attachments:** [FY25 Financial Reports](#)  
[WRA Financial BFY202425 AP 03 PPT](#)

3. Consider recommending that the Board of Directors approve Amendment No. 1 to the Agreement for Services with Salinas Valley Barb Wire to increase the dollar

amount by \$325,000 for a total contract amount not to exceed \$425,000 for maintaining fencing and gate infrastructure on Agency owned parcels around Nacimiento and San Antonio Reservoirs; and authorize the General Manager to execute the amendment.(Staff Presenting: Mallory Roberts)

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

4. Consider receiving the Fiscal Year 2024 Hydroelectric Revenue Summary. (Staff Presenting: Nora Cervantes)

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

5. Consider recommending that the Monterey County Water Resources Agency Board of Directors approve Amendment No. 1 to the Service Agreement with Industrial Machine Shop for a dollar increase of \$150,000 for a total contract amount not to exceed \$400,000; and authorize the General Manager to execute Amendment No. 1. (Staff Presenting: Pete Vannerus)

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

6. Consider recommending that the Monterey County Water Resources Agency Board of Directors approve Amendment No. 1 to the agreement with Pilot Sandblasting & Coating, Inc. for blasting and coating services for the Recycled Water Projects, to extend the term length to July 31st 2027, and increase the dollar amount by \$150,000 for a total not-to-exceed amount of \$240,000; and authorize the General Manager to execute the Amendment.  
(Staff Presenting: Pete Vannerus)

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

7. Consider recommending that the Board of Directors approve Amendment No. 2 to the Agreement for Services with JDI Electrical Services, Inc., by increasing the not-to-exceed amount of the agreement by \$50,000 from \$100,000 to \$150,000 to provide electrical maintenance and repair services for the Nacimiento Dam Hydroelectric Power Plant; and authorize the General Manager to execute Amendment No. 2. (Staff Presenting: Manuel Saavedra)

- Attachments:** [Board Report](#)  
[Amendment No. 2](#)  
[Copy of Amendment No. 1](#)  
[Copy of Original Agreement for Services](#)

**Status Reports**

8. Update on Groundwater Monitoring Regulatory Program Fee Study. (Staff Presenting: Amy Woodrow; Alison Lechowicz)
9. Monterey One Water Year to Date Financials (Final) thru September 2024. (Staff Presenting: Nan Kyung Kim)

**Attachments:** [M1W YTD expenses thru 2024\\_09](#)

10. Review of Fund 116 FY25 Budget Status. (Staff Presenting: Nan Kyung Kim)
11. FY26 Budget development Schedules 116. (Staff Presenting: Nan Kyung Kim)

**Attachments:** [FY 2025-26 Budget Development Schedule](#)

**Calendar**

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

**Adjournment**



# County of Monterey

## Item No.1

### Board Report

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

Legistar File Number: WRAFIN 24-086

November 08, 2024

**Introduced:** 11/1/2024

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WRA Finance Item

Approve the Minutes of the Finance Committee held on October 4, 2024.



# County of Monterey

*Saffron Room  
1441 Schilling Place  
Salinas, Ca 93901*



## Meeting Minutes

**Friday, October 4, 2024**

**10:00 AM**

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

## **Water Resources Agency Finance Committee**

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

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escucha la presentación, lo pueden hacer enviando un comentario por correo electrónico, preferiblemente limitado a 250 palabras o menos, a [WRAPubliccomment@countyofmonterey.gov](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.

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

### Call to Order

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

### Roll Call

Present: John Baillie, Mark Gonzales  
Absent: Mike LeBarre, Matt Simis

### Public Comment

None

**Committee Member Comments**

None

**Consent Calendar**

Upon motion by Mark Gonzalez, Second by John Baillie the committee approved the consent Calendar of the Finance Committee meeting.

**Ayes:** Mark Gonzalez, John Baillie

**Noes:**None

**Absent:** Mike LeBarre, Matthew Simis

**Abstained:** None

1. Approve the Minutes of the Finance Committee held on September 6, 2024.

**Attachments:** [Draft Finance Minutes September 6, 2024](#)

**Scheduled Items**

2. Consider receiving the Agency’s Year End Status Report. (Staff Presenting: Nan Kyung Kim)

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

[FY24 Financial Status](#)

[WRA Financial FY2023-24 PPT](#)

Upon Motion by Mark Gonzalez Second John Baillie the committee received the Monterey County Water Resources Agency's Year End Status Report.

**Ayes:** Mark Gonzalez, John Baillie

**Noes:** None

**Absent:** Mike LeBarre, Matthew Simis

**Committee Member Comments:** John Baillie, Mark Gonzalez

**Public Comment:** None

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

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

[FY25 BoD Monthly Reports](#)

[WRA Financial BFY2024-25 PPT](#)

Upon Motion by Mark Gonzalez Second John Baillie the committee received the Monterey County Water Resources Agency Aug 2024 Financials for All Agency Funds.

**Ayes:** Mark Gonzalez, John Baillie

**Noes:** None

**Absent: Mike LeBarre, Matthew Simis**

**Committee Member Comments: John Baillie, Mark Gonzalez**  
**Public Comment: None**

**4. Consider:**

- a. Recommending that the Board of Directors approve Amendment No. 1 to the Professional Services Agreement with McMillen Inc. to increase the dollar amount by \$27,260 for a total contract amount not to exceed \$461,760 for work related to the San Antonio Spillway Replacement Project;
- b. Recommending that the Board of Directors approve a Professional Services Agreement with McMillen Inc. in the amount of \$1,445,000 to provide engineering design services for the San Antonio Spillway Replacement Project; and
- c. Recommending that the Board of Directors authorize the General Manager to execute the agreements. (Staff Presenting: Elise Harden)

**Attachments:**     [Board Report](#)  
                              [2023 McMillen PSA](#)  
                              [Amendment No. 1](#)  
                              [2024 McMillen PSA](#)

**Upon Motion by Mark Gonzalez Second John Baillie the committee Recommended that the Board of Directors approve Amendment No. 1 to the Professional Services Agreement with McMillen Inc. to increase the dollar amount by \$27,260 for a total contract amount not to exceed \$461,760 for work related to the San Antonio Spillway Replacement Project; b. Recommending that the Board of Directors approve a Professional Services Agreement with McMillen Inc. in the amount of \$1,445,000 to provide engineering design services for the San Antonio Spillway Replacement Project; and c. Recommending that the Board of Directors authorize the General Manager to execute the agreements.**

**Ayes: Mark Gonzalez, John Baillie**  
**Noes: None**  
**Absent: Mike LeBarre, Matthew Simis**

**Committee Member Comments: John Baillie, Mark Gonzalez**  
**Public Comment: None**

**5. Consider recommending that the Board of Directors:**

- a. Adopt a resolution authorizing the Monterey County Water Resources Agency to enter into an agreement with the United States Department of the Interior - Bureau of Reclamation to receive \$400,00 in funding for the Enhancing Predictive Tools and Operational Strategies for the Nacimiento and San Antonio Dams and Reservoirs project;
- b. Authorize the Monterey County Water Resources Agency General Manager, or designee, to execute the agreement and up to two term extension amendments thereto, and to submit any required documents, invoices, and reports required to obtain federal funds on behalf of the Monterey County Water Resources Agency. (Staff Presenting: Peter Kwiek)

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

Upon Motion by Mark Gonzalez Second John Baillie the committee Recommended that he Board of Directors:

a. Adopt a resolution authorizing the Monterey County Water Resources Agency to enter into an agreement with the United States Department of the Interior - Bureau of Reclamation to receive \$400,00 in funding for the Enhancing Predictive Tools and Operational Strategies for the Nacimiento and San Antonio Dams and Reservoirs project; b. Authorize the Monterey County Water Resources Agency General Manager, or designee, to execute the agreement and up to two term extension amendments thereto, and to submit any required documents, invoices, and reports required to obtain federal funds on behalf of the Monterey County Water Resources Agency.

**Ayes:** Mark Gonzalez, John Baillie

**Noes:** None

**Absent:** Mike LeBarre, Matthew Simis

**Committee Member Comments:** John Baillie, Mark Gonzalez

**Public Comment:** None

6. Consider recommending to the full Board approval Amendment No. 7 to the Agreement for Professional Services with AECOM Technical Services, Inc. and adjust the Fee Schedule of the Agreement to increase hourly labor rates according to the direct labor rate schedule; and authorize the General Manager to execute the amendment. (Staff Presenting: Guillermo Alvarez)

**Attachments:**     [Board Report](#)  
                          [Amendment No.7](#)  
                          [Agreement for Professional Services](#)  
                          [Amendment Nos. 1, 2, 3, 4, 5 and 6](#)

Upon Motion by John Baillie Second Mark Gonzalez the committee Recommended the full Board approval Amendment No. 7 to the Agreement for Professional Services with AECOM Technical Services, Inc. and adjust the Fee Schedule of the Agreement to increase hourly labor rates according to the direct labor rate schedule; and authorize the General Manager to execute the amendment

**Ayes:** John Baillie, Mark Gonzalez

**Noes:** None

**Absent:** Mike LeBarre, Matthew Simis

**Committee Member Comments:** Mark Gonzalez

**Public Comment:** None

7. Consider receiving the Fiscal Year 2024 Hydroelectric Revenue Summary. (Staff Presenter: Nora Cervantes)

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

Upon Motion by John Baillie Second Mark Gonzalez the committee received the Fiscal Year 2024 Hydroelectric Revenue Summary.



**Ayes:** John Baillie, Mark Gonzalez  
**Noes:** None  
**Absent:** Mike LeBarre, Matthew Simis

**Committee Member Comments:** John Baillie  
**Public Comment:** None

### Status Reports

8. Monterey One Water Year to Date Financials (Final) thru Aug 2024. (Staff: Nan Kyung Kim)

**Attachments:** [M1W YTD expenses thru 2024 08](#)

**Committee Member Comment:** Mark Gonzalez, John Baillie  
**Public Comment:** None

9. Dam Safety Funding. (Staff Presenting: Ara Azhderian)

**Committee Member Comment:** John Baillie  
**Public Comment:** None

10. Financial Impact of the Unit J/F Labor Agreement. (Staff Presenting: Nan Kyung Kim)

**Attachments:** [Estimates Union Agreement PPT](#)

**Committee Member Comment:** John Baillie  
**Public Comment:** None

### Calendar

### Adjournment

The meeting adjourned at 11:39 a.m.



# County of Monterey

## Item No.2

### Board Report

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

Legistar File Number: WRAFIN 24-087

November 08, 2024

**Introduced:** 11/1/2024

**Current Status:** Agenda Ready

**Version:** 1

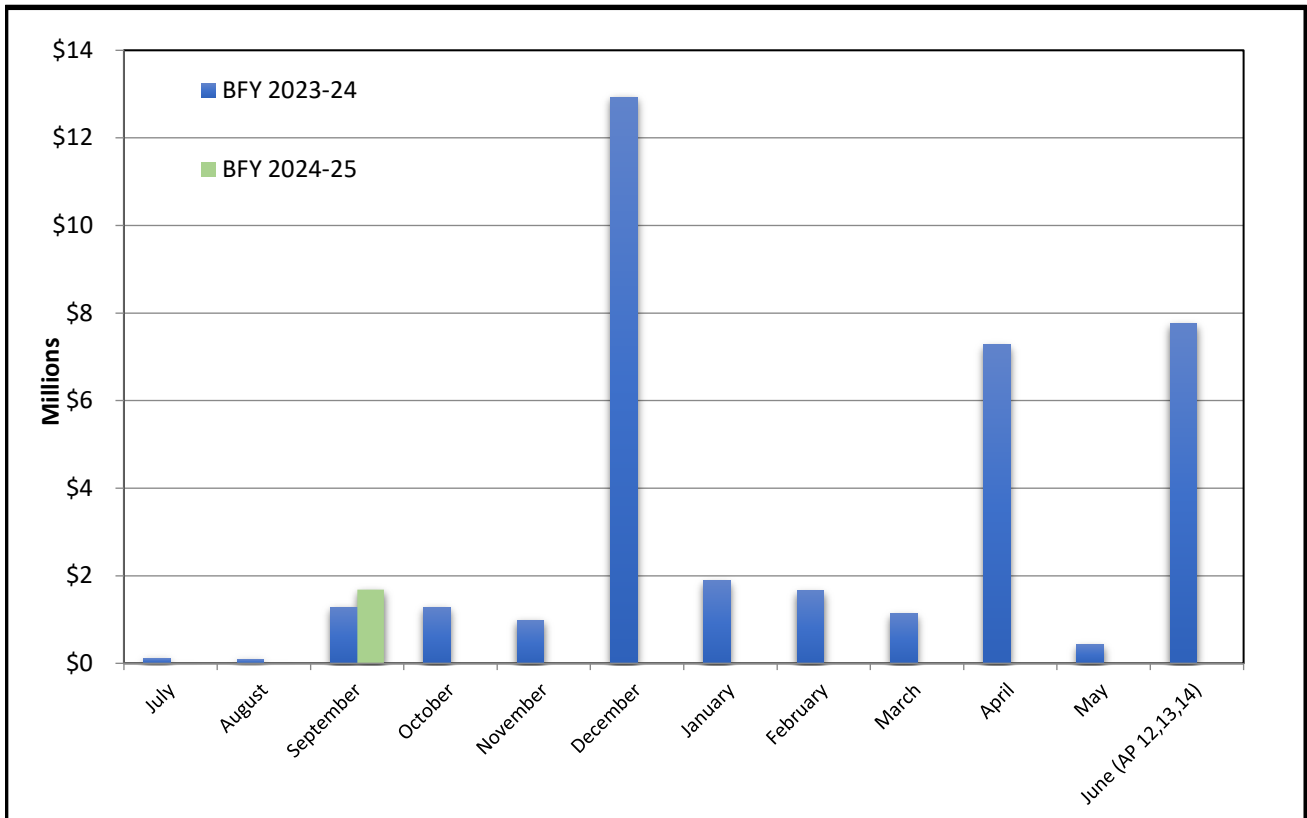
**Matter Type:** WRA Finance Item

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

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

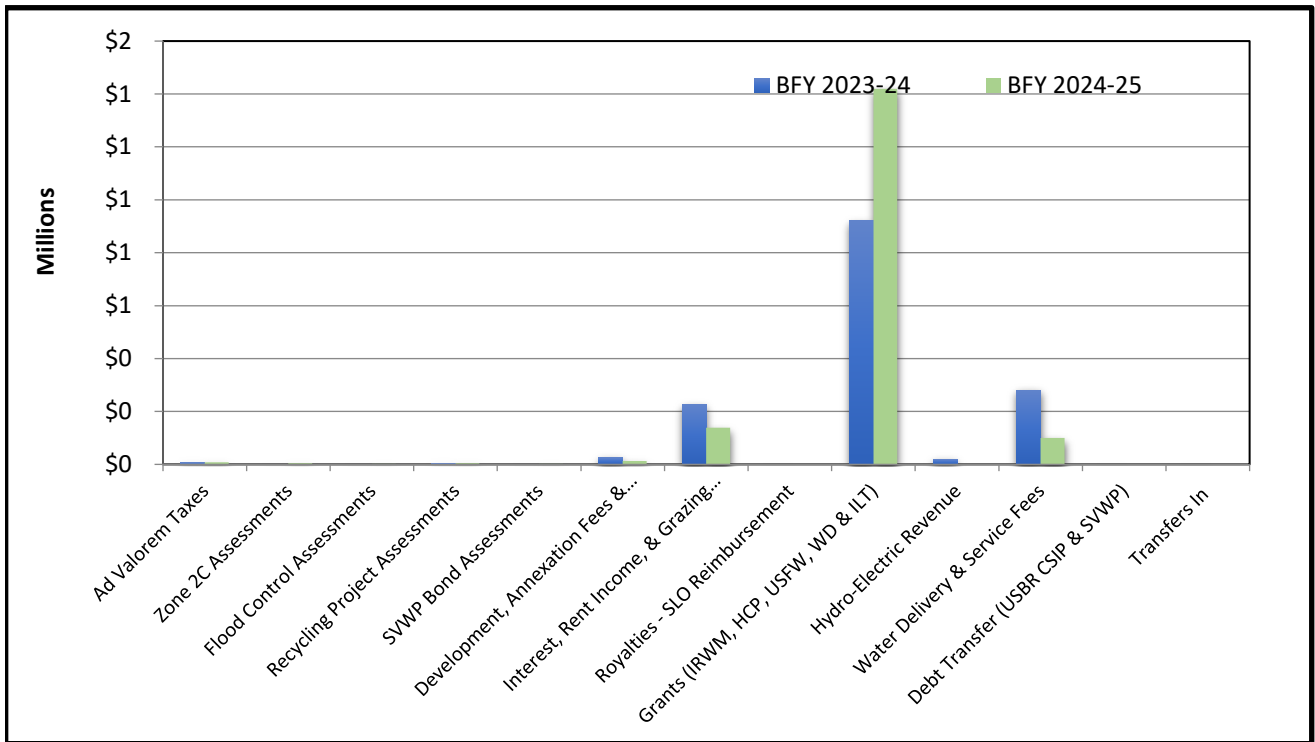
**YTD Actual Revenues**

Month By Month Revenues				
	BFY 2023-24	% Received	BFY 2024-25	% Received
July	114,716	0.2%	7,045	0.0%
August	90,494	0.4%	4,028	0.0%
September	1,282,256	3.0%	1,681,142	4.0%
October	1,286,447	5.5%	-	
November	983,161	7.5%	-	
December	12,927,380	33.3%	-	
January	1,892,375	37.1%	-	
February	1,654,655	40.4%	-	
March	1,138,590	42.7%	-	
April	7,270,605	57.2%	-	
May	429,258	58.0%	-	
June (AP 12,13,14)	7,754,850	73.5%	-	
<b>YEAR TO DATE ACTUAL:</b>	<b>36,824,786</b>	<b>73.5%</b>	<b>1,692,215</b>	<b>4.0%</b>
<b>Budgeted Amount</b>	<b>50,097,830</b>		<b>42,154,850</b>	



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

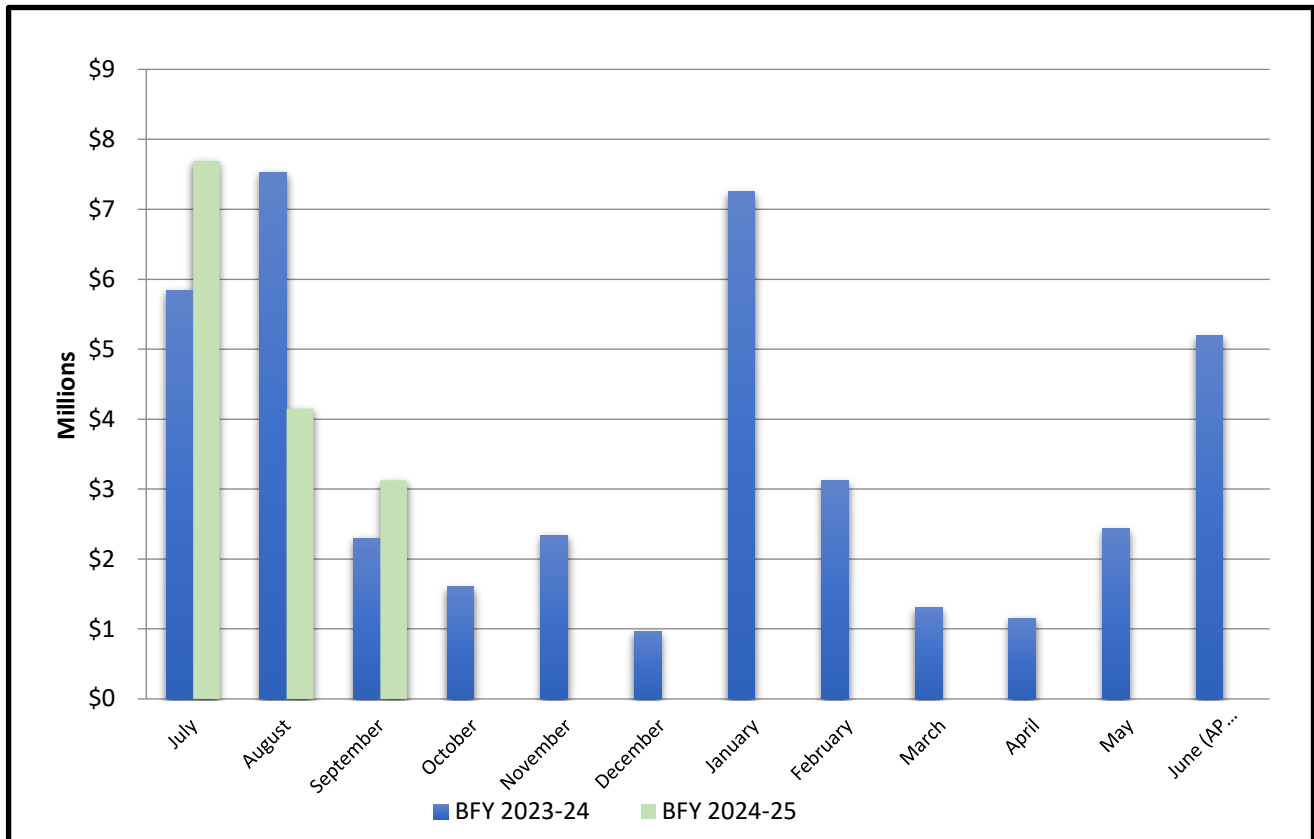
Through Accounting Period 03 - Sep 30		
	BFY 2023-24	BFY 2024-25
Ad Valorem Taxes	6,052	7,735
Zone 2C Assessments	786	4,679
Flood Control Assessments	975	2,126
Recycling Project Assessments	3,077	4,875
SVWP Bond Assessments	551	1,975
Development, Annexation Fees & Other	26,266	12,467
Interest, Rent Income, & Grazing Leases	226,878	138,574
Royalties - SLO Reimbursement	0	0
Grants (IRWM, HCP, USFW, WD & ILT)	921,509	1,419,560
Hydro-Electric Revenue	20,283	0
Water Delivery & Service Fees	281,090	100,225
Debt Transfer (USBR CSIP & SVWP)	0	0
Transfers In	0	0
<b>YEAR TO DATE TOTAL:</b>	<b>1,487,466</b>	<b>1,692,215</b>



**Monterey County**  
**Water Resources Agency**  
**BFY 2024-25 FINANCIAL STATUS REPORT**

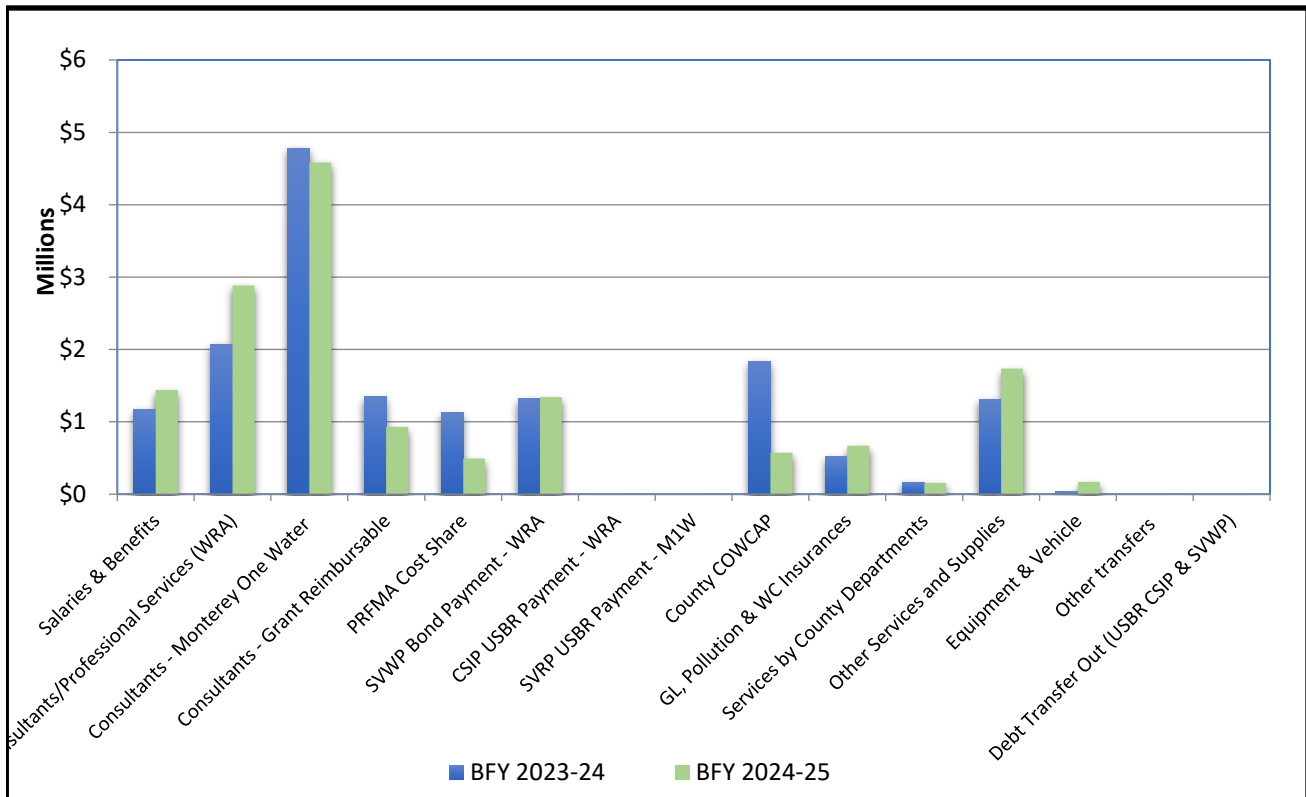
**YTD Actual Expenditures**

Month By Month Expenditures				
	BFY 2023-24	% Expended	BFY 2024-25	% Expended
July	5,838,175	10.6%	7,692,836	15.8%
August	7,527,945	24.4%	4,149,850	8.5%
September	2,295,563	28.5%	3,125,338	6.4%
October	1,601,557	31.5%	-	
November	2,338,606	35.7%	-	
December	959,125	37.5%	-	
January	7,252,017	50.7%	-	
February	3,117,824	56.4%	-	
March	1,301,308	58.8%	-	
April	1,153,394	60.9%	-	
May	2,434,439	65.3%	-	
June (AP 12,13,14)	5,190,695	74.8%	-	
<b>YEAR TO DATE ACTUAL:</b>	<b>41,010,648</b>	<b>74.8%</b>	<b>14,968,025</b>	<b>30.7%</b>
<b>Budgeted Amount</b>	<b>54,860,209</b>		<b>48,759,795</b>	



**Monterey County**  
**Water Resources Agency**  
**BFY 2024-25 FINANCIAL STATUS REPORT**  
**YTD Expenditures by Type**

Through Accounting Period 03 - Sep 30		
	BFY 2023-24	BFY 2024-25
Salaries & Benefits	1,167,898	1,440,396
Consultants/Professional Services (WRA)	2,071,041	2,882,382
Consultants - Monterey One Water	4,778,657	4,581,517
Consultants - Grant Reimbursable	1,343,475	929,399
PRFMA Cost Share	1,125,272	491,511
SVWP Bond Payment - WRA	1,318,419	1,341,919
CSIP USBR Payment - WRA	-	0
SVRP USBR Payment - M1W	-	0
County COWCAP	1,829,892	573,662
GL, Pollution & WC Insurances	517,335	670,550
Services by County Departments	167,201	154,087
Other Services and Supplies	1,312,063	1,735,012
Equipment & Vehicle	30,430	167,591
Other transfers	-	0
Debt Transfer Out (USBR CSIP & SVWP)	-	0
<b>YEAR TO DATE TOTAL:</b>	<b>15,661,683</b>	<b>14,968,025</b>



# BFY 2024-25 WRA Fund Balances

For Month Ending: September 30, 2024

% Monthly Time Elapsed: 100.00%

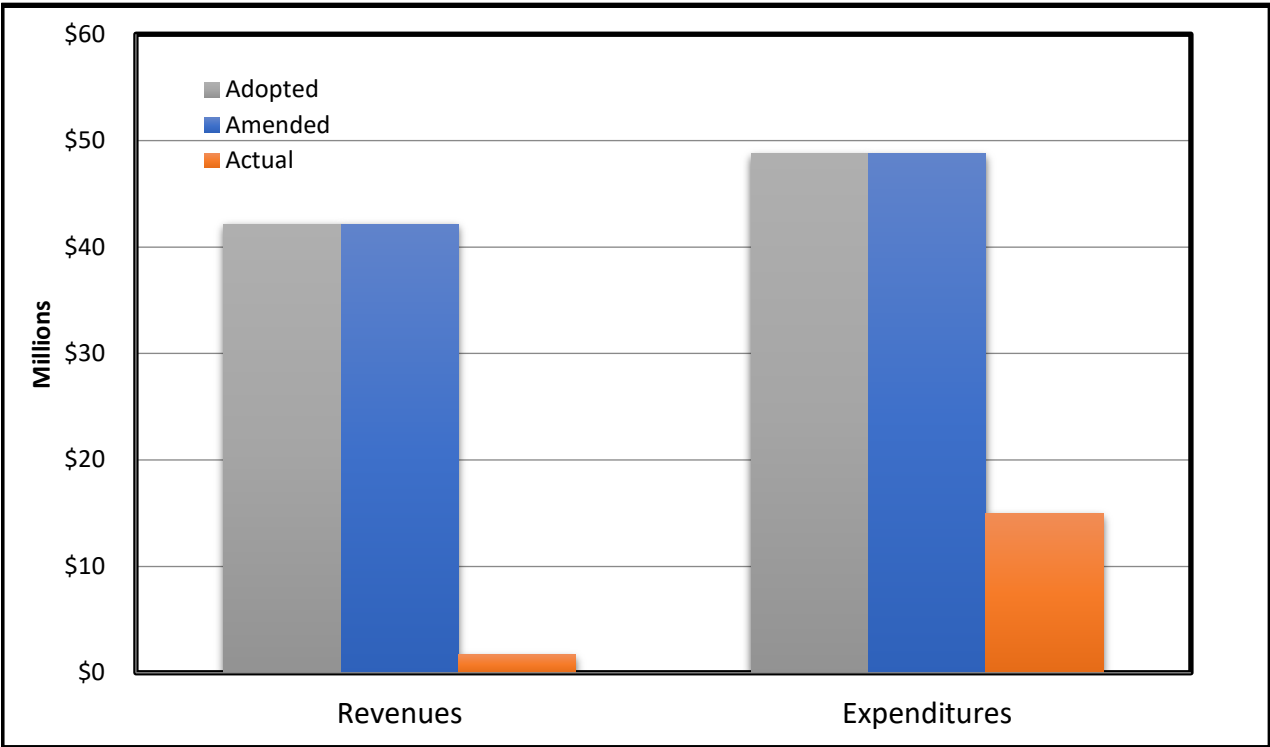
			FY2024-25 BUDGET				YEAR-TO-DATE Actual					
Fund	Unit	Fund Name	*Estimate Beginning Fund Balance	Adopted Budget Expenditures	Adopted Budget Revenue	Estimated Ending Fund Balance	YTD Actual Expenditures	Percent Budget Expended	YTD Actual Revenue	Percent Budget Received	Estimated Current Fund Balance	Fund
111	8267	WRA Administration	4,241,073	6,962,120	5,286,612	2,565,565	1,120,316	16.1%	64,090	1.2%	3,184,846	111
112	8484	Pajaro Levee	963,440	1,045,000	1,040,356	958,796	568,653	54.4%	484,030	46.5%	878,817	112
116	8485	Dam Operations	1,846,083	15,877,607	12,984,201	(1,047,323)	3,831,293	24.1%	644,373	5.0%	(1,340,838)	116
121	8486	Soledad Storm Drain	303,708	129,292	108,542	282,958	11,748	9.1%	1,079	1.0%	293,039	121
122	8487	Reclamation Ditch	1,301,112	1,968,504	2,040,285	1,372,893	820,736	41.7%	9,208	0.5%	489,584	122
124	8488	San Lorenzo Creek	36,598	254,482	246,811	28,927	13,177	5.2%	64	0.0%	23,485	124
127	8489	Moro Cojo Slough	411,271	582,491	322,261	151,041	64,533	11.1%	25	0.0%	346,763	127
130	8490	Hydro-Electric Ops	2,084,712	1,104,323	1,177,727	2,158,116	306,677	27.8%	0	0.0%	1,778,035	130
131	8491	CSIP Operations	2,439,995	7,133,033	6,163,072	1,470,034	2,341,267	32.8%	43,350	0.7%	142,079	131
132	8492	SVRP Operations	2,655,387	6,187,071	5,726,571	2,194,887	2,556,630	41.3%	313,675	5.5%	412,432	132
134	8493	SRDF Operations	2,677,511	3,717,282	3,595,965	2,556,194	1,810,004	48.7%	130,547	3.6%	998,054	134
303	8267	CSIP Debt Service	770,672	1,668,000	1,668,000	770,672	0	0.0%	0	0.0%	770,672	303
313	8494	Debt Services	1,036,746	1,756,213	1,756,213	1,036,746	1,341,919	76.4%	1,774	0.1%	(303,399)	313
426	8495	Interlake Tunnel	209,431	374,377	38,234	(126,712)	181,071	48.4%	0	0.0%	28,360	426
<b>TOTAL:</b>			<b>20,977,739</b>	<b>48,759,795</b>	<b>42,154,850</b>	<b>14,372,794</b>	<b>14,968,025</b>	<b>30.7%</b>	<b>1,692,215</b>	<b>4.0%</b>	<b>7,701,929</b>	

\*\*Estimated FY25 Beginning balance. This is staff estimate of FY24 ending balance. FY24 has not been finalized and will change after Auditors close FY24.

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

For Month Ending: September 30, 2024

<b>Budget Variance Analysis</b>			
<b>Category</b>	<b>Approved Budget</b>	<b>Adopted Budget</b>	<b>YTD Actual</b>
Beginning Available Fund Balance	25,163,601	25,163,601	25,163,601
Revenues	42,154,850	42,154,850	1,692,215
Expenditures	48,759,795	48,759,795	14,968,025
<b>Ending Available Fund Balance</b>	<b>18,558,656</b>	<b>18,558,656</b>	<b>11,887,791</b>

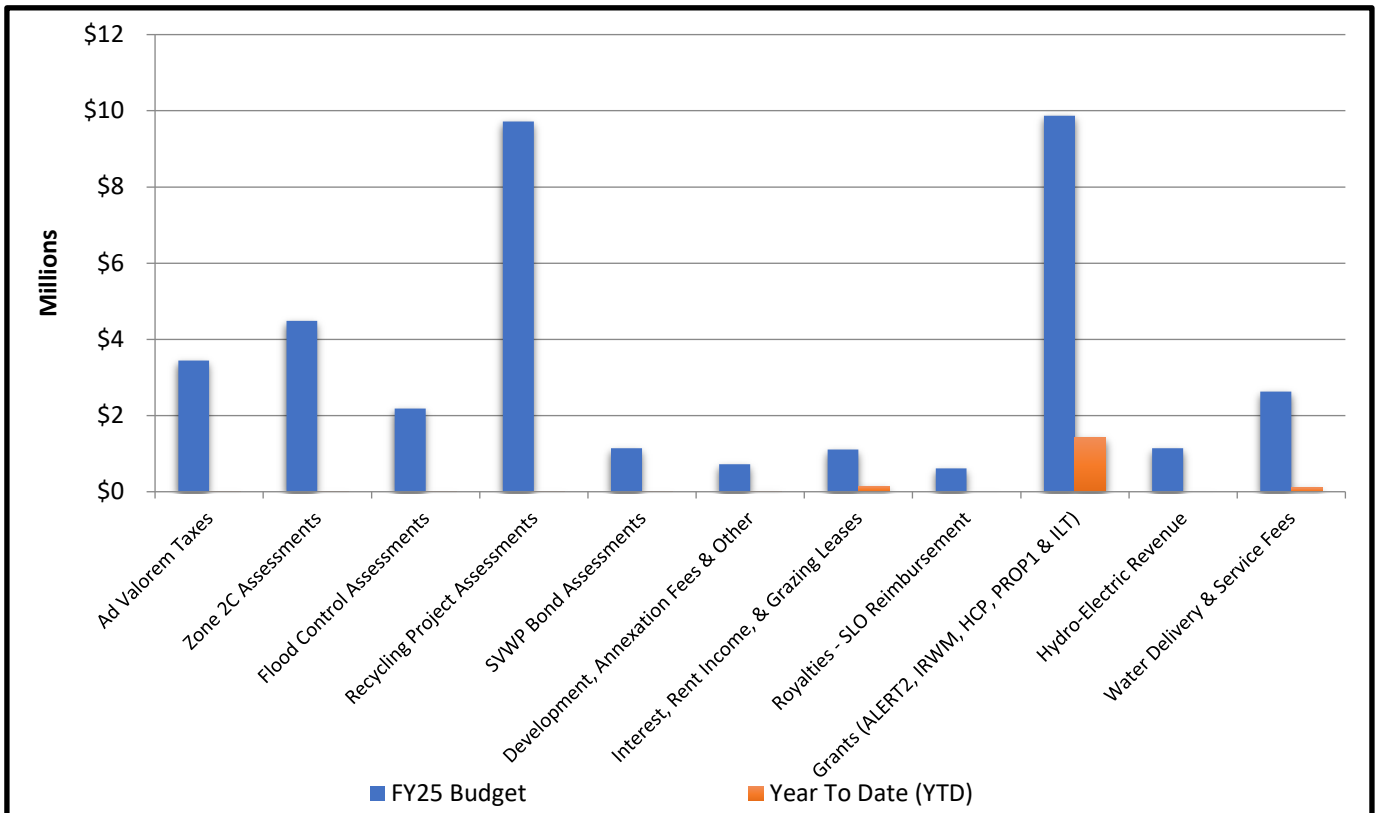




**MONTEREY COUNTY  
WATER RESOURCES AGENCY  
BFY 2024-25 FINANCIAL STATUS REPORT**

**Revenue Variance**

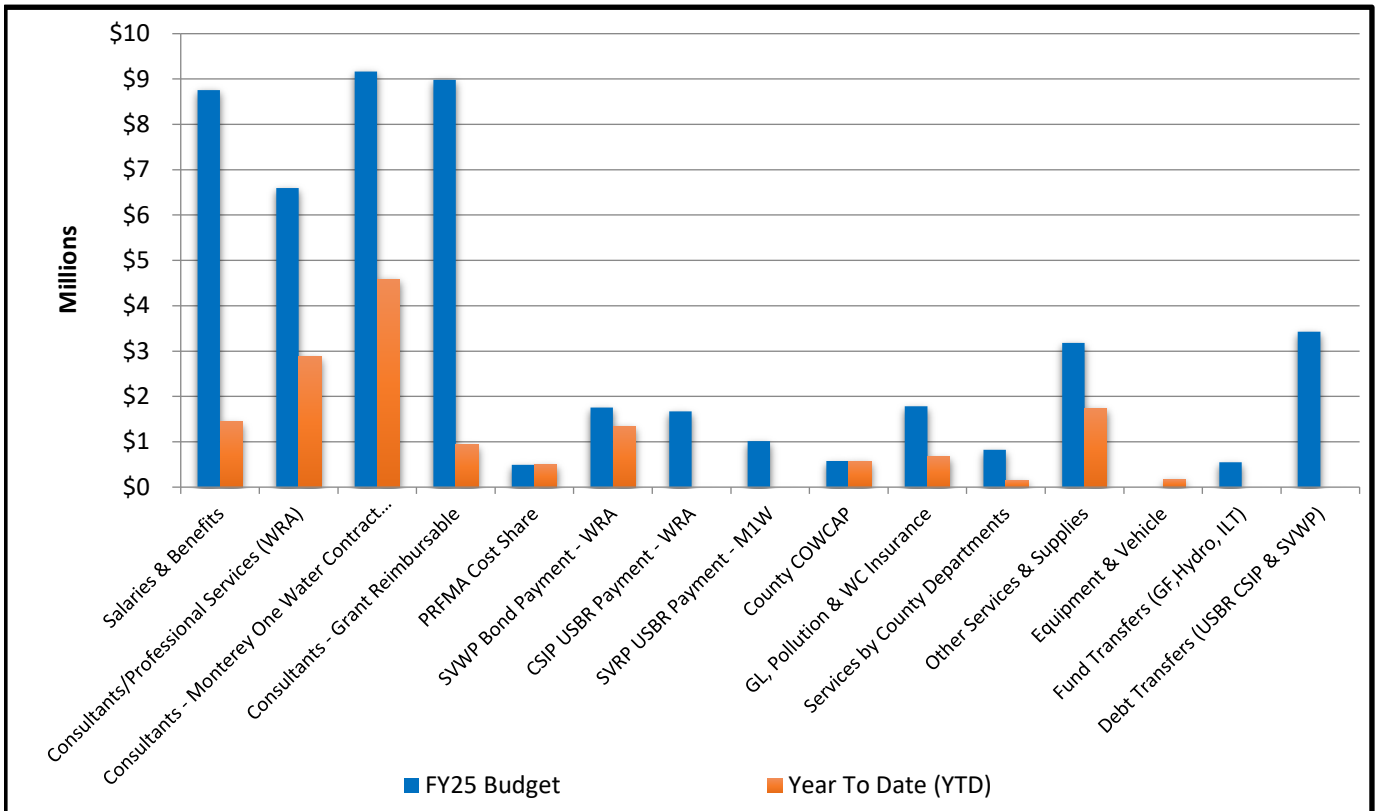
<b>Revenue Variance by Source</b>				
	<b>FY25 Budget</b>	<b>% of Adopted</b>	<b>Year To Date (YTD)</b>	<b>% of YTD vs. Budget</b>
Ad Valorem Taxes	3,447,294	8.2%	7,735	0.2%
Zone 2C Assessments	4,485,633	10.6%	4,679	0.1%
Flood Control Assessments	2,187,167	5.2%	2,126	0.1%
Recycling Project Assessments	9,717,747	23.1%	4,875	0.1%
SVWP Bond Assessments	1,145,102	2.7%	1,975	0.2%
Development, Annexation Fees & Other	721,489	1.7%	12,467	1.7%
Interest, Rent Income, & Grazing Leases	1,107,175	2.6%	138,574	12.5%
Royalties - SLO Reimbursement	614,070	1.5%	0	0.0%
Grants (ALERT2, IRWM, HCP, PROP1 & ILT)	9,869,900	23.4%	1,419,560	14.4%
Hydro-Electric Revenue	1,140,961	2.7%	0	0.0%
Water Delivery & Service Fees	2,629,626	6.2%	100,225	3.8%
Transfers In (from other Agency Funds)	1,664,474	3.9%	0	0.0%
Debt Transfer (USBR CSIP & SVWP)	3,424,213	8.1%	0	0.0%
<b>TOTAL:</b>	<b>42,154,850</b>	<b>100.0%</b>	<b>1,692,215</b>	<b>4.0%</b>



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

**Expenditure Variance**

<b>Expenditure Variance by Type</b>				
	<b>FY25 Budget</b>	<b>% of Adopted</b>	<b>Year To Date (YTD)</b>	<b>% of YTD vs. Budget</b>
Salaries & Benefits	8,755,473	18.0%	1,440,396	16.5%
Consultants/Professional Services (WRA)	6,594,497	13.5%	2,882,382	43.7%
Consultants - Monterey One Water Contract Fee	9,163,033	18.8%	4,581,517	50.0%
Consultants - Grant Reimbursable	8,980,000	18.4%	929,399	10.3%
PRFMA Cost Share	494,778	1.0%	491,511	99.3%
SVWP Bond Payment - WRA	1,756,213	3.6%	1,341,919	76.4%
CSIP USBR Payment - WRA	1,668,000	3.4%	0	0.0%
SVRP USBR Payment - M1W	1,016,000	2.1%	0	0.0%
County COWCAP	573,662	1.2%	573,662	100.0%
GL, Pollution & WC Insurance	1,781,691	3.7%	670,550	37.6%
Services by County Departments	823,171	1.7%	154,087	18.7%
Other Services & Supplies	3,179,590	6.5%	1,735,012	54.6%
Equipment & Vehicle	-	0.0%	167,591	0.0%
Fund Transfers (GF,Hydro, ILT)	549,474	1.1%	0	0.0%
Debt Transfers (USBR CSIP & SVWP)	3,424,213	7.0%	0	0.0%
<b>TOTAL:</b>	<b>48,759,795</b>	<b>100.0%</b>	<b>14,968,025</b>	<b>30.7%</b>







# TODAY'S ACTION

Receive the Monterey County  
Water Resources Agency  
BFY 2024-25 Financial Status Report  
through September 30, 2024.



# YTD Total Revenues - FY25

As of September 30, 2024

1,692,215

Revenue Source	Amount	% Received
Ad-Valorem	7,735	0.5%
Assessments	13,654	0.8%
Permits, Fees and Other Fees	9,630	0.6%
Interest, Rent Income, & Grazing Leases	138,574	8.2%
Royalties - SLO Reimbursement	0	0.0%
Grants (ALERT2, IRWM, HCP, USFW, PROP1 & ILT)	1,419,560	83.9%
Hydro-Electric Revenue	0	0.0%
Water Delivery & Service Fees	100,225	5.9%
Fund Transfers In	0	0.0%
Other Revenue	2,837	0.2%
Fund Transfer (Debt Payments)	0	0.0%
Total	1,692,215	



# BFY24 vs BFY25 Actual Revenues

<b>Revenue as of September 30, 2023</b>	<b>1,487,466</b>
<b>As of September 30, 2024</b>	<b>1,692,215</b>
<b>Difference (Increase)</b>	<b>\$204,749</b>

Revenue Source	Amount
Ad-Valorem	1,684
Assessments	8,266
Permits, Fees and Other Fees	(3,322)
Interest, Rent Income, & Grazing Leases	(88,304)
Royalties - SLO Reimbursement	0
Grants (ALERT2, IRWM, HCP, USFW, PROP1 & ILT)	498,051
Hydro-Electric Revenue	(20,283)
Water Delivery & Service Fees	(180,865)
Fund Transfers In	0
Other Revenue	(10,477)
Fund Transfer (Debt Payments)	0
<b>Total</b>	<b>204,749</b>



# Revenue Variance

**Budgeted Revenue** **\$42,154,850**  
**As of September 30, 2024** **\$1,692,215**  
**Variance (Shortage)** **(\$40,462,635)**

Revenue Source	Amount	Reason
Ad-Valorem	(3,439,559)	0.22% received
Assessments	(17,521,995)	0.08% received
Permits, Fees and Other Fees	(251,493)	3.69% received
Interest, Rent Income, & Grazing Leases	(968,601)	12.52% received
Royalties - SLO Reimbursement	(614,070)	
Grants (ALERT2, IRWM, HCP, USFW, PROP1 & ILT)	(8,450,340)	14.38% received
Hydro-Electric Revenue	(1,140,961)	
Water Delivery & Service Fees	(2,529,400)	3.81% received
Fund Transfers In	(1,664,474)	
Other Revenue	(457,529)	0.62% received
Fund Transfer (Debt Payments)	(3,424,213)	
<b>Total</b>	<b>(40,462,635)</b>	<b>4.01% budgeted</b>



# Year To Date Expenditures - FY25

As of September 30, 2024

**\$14,968,025**

Expenditure Source	Amount	% Expended
Salaries & Benefits	\$1,440,396	9.6%
Consultants/Other Professional Services	\$2,882,382	19.3%
Monterey One Water Contract Fee	\$4,581,517	30.6%
GRANT - Consultants/Professional Services	\$929,399	6.2%
PRFMA Cost Share	\$491,511	3.3%
SVWP Bond Payment - WRA	\$1,341,919	9.0%
CSIP USBR Payment - WRA	\$0	0.0%
SVRP USBR Payment - M1W	\$0	0.0%
Other Charges - COWCAP	\$573,662	3.8%
GL & Pollution Insurance	\$670,550	4.5%
County Department Charges	\$154,087	1.0%
Other Services and Supplies	\$1,735,012	11.6%
Fixed Assets	\$167,591	1.1%
Fund Transfer Out	\$0	0.0%
Transfer - Debt Payments	\$0	0.0%
<b>Total</b>	<b>\$14,968,025</b>	





## Notable Expense For Consultants/Other Professional Services

<b>Expenditures as of September 30, 2023</b>	<b>\$2,071,041</b>
<b>Total YTD Expenditures as of September 30, 2024</b>	<b>\$2,882,382</b>
<b>Difference (Increase)</b>	<b>\$811,341</b>

Expenditure Source	FY 2024	FY 2025	Variance	Note
FUND 111	\$220,433	\$162,194	(58,239)	FY 25 Fieldman Rolapp-forecast & planning decreased by \$50k
FUND 112	\$8,183	\$0	(8,183)	FY24 Pajaro PL84-99 Corp pof Engineers restoration work
FUND 116	\$1,140,767	\$2,071,641	930,874	FY25 encumbrance of ICF, Granite Rock, Hollenback increased
FUND 121	\$0	\$0	0	
FUND 122	\$72,922	\$74,352	1,430	FY25 Svc for aggregate material, pumping, & hazard waste cleanup
FUND 124	\$6,945	\$0	(6,945)	FY24 US Geo-Q4 water investigations
FUND 127	\$5,060	\$35,000	29,940	FY25 Moss landing tide gate consulting, pumping services
FUND 130	\$132,078	\$135,897	3,819	Hydroplant maintenance and repair services
FUND 131	\$55,000	\$154,146	99,146	FY25 CSIP well & pump maint; well destruction
FUND 132	\$0	\$7,640	7,640	FY25 Auditing Svc
FUND 134	\$429,653	\$241,512	(188,140)	FY25 CSIP Booster station project, well destruction, flight svc
<b>Total</b>	<b>\$2,071,041</b>	<b>\$2,882,382</b>	<b>811,342</b>	



## BFY24 vs BFY25 Comparison

<b>YTD Expenditures as of September 30, 2023</b>	<b>\$15,661,683</b>
<b>YTD Expenditures as of September 30, 2024</b>	<b>\$14,968,025</b>
<b>Difference (Decrease)</b>	<b>(\$693,658)</b>

Expenditure Source	Reason	Amount
Salaries & Benefits	Increase	272,498
Consultants/Other Professional Services	Increase	811,341
Monterey One Water Contract Fee	Decrease	(197,141)
GRANT - Consultants/Professional Services	Decrease	(414,076)
PRFMA Cost Share	Decrease	(633,761)
SVWP Bond Payment - WRA	Increase	23,500
CSIP USBR Payment - WRA		0
SVRP USBR Payment - M1W		0
Other Charges - COWCAP	Decrease	(1,256,230)
GL & Pollution Insurance	Increase	153,215
County Department Charges	Decrease	(13,115)
Other Services and Supplies	Increase	422,949
Fixed Assets	Increase	137,161
Fund Transfer Out		0
Transfer - Debt Payments		0
<b>Total</b>	<b>Decrease</b>	<b>(693,658)</b>



# Expenditure Variance

**Budgeted Expenditures** **\$48,759,795**  
**YTD Expenditures as of September 30, 2024** **\$14,968,025**  
**Difference (Shortage)** **(\$33,791,770)**

Expenditure Source	Amount	Note
Salaries & Benefits	(7,315,077)	16.5% budgeted
Consultants/Other Professional Services	(3,712,115)	43.7% budgeted
Monterey One Water Contract Fee	(4,581,517)	50.0% budgeted
GRANT - Consultants/Professional Services	(8,050,601)	10.3% budgeted
PRFMA Cost Share	(3,267)	
SVWP Bond Payment - WRA	(414,294)	76.4% budgeted
CSIP USBR Payment - WRA	(1,668,000)	
SVRP USBR Payment - M1W	(1,016,000)	
Other Charges - COWCAP	0	
GL & Pollution Insurance	(1,111,141)	37.6% budgeted
County Department Charges	(669,084)	18.7% budgeted
Other Services and Supplies	(1,444,578)	54.6% budgeted
Fixed Assets	167,591	
Fund Transfer Out	(549,474)	remaining Year End transfer
Transfer - Debt Payments	(3,424,213)	
<b>Total</b>	<b>(33,791,770)</b>	<b>30.7% Budgeted</b>



# Grants Revenue & Expenditures

## Adopted vs YTD Revenue and Expenditures as of September 30, 2024

Grant Name	Rev Budget	Actual Rev	YTD Rev Total	Variance %	Exp Budget	Actual Exp	YTD Exp Total	Variance %
SVBGSA GRANT	1,890,000	425,952	425,952	22.5%	1,604,000	4,890	17,221	1.1%
Carmel River Flood Study	230,000	0	0	0.0%	230,000	0	0	0.0%
San Antonio Dam-\$16.1M	1,717,500	0	0	0.0%	1,650,000	2,475	11,220	0.7%
Nacimiento Dam -\$6M	2,961,400	0	0	0.0%	2,520,000	9,743	224,272	8.9%
IRWM	280,000	0	0	0.0%	280,000	25,163	25,163	9.0%
2019 Section 6 HCP	0	312,898	312,898	0.0%	0	0	0	0.0%
2021 Section 6 HCP	501,000	115,794	115,794	23.1%	441,000	28,282	28,282	6.4%
FIRO Grant	230,000	0	0	0.0%	170,000	0	0	0.0%
Weather Modification	170,000	0	0	0.0%	160,000	0	0	0.0%
Flood inundation mapping	180,000	0	0	0.0%	275,000	0	0	0.0%
PROP 1 Well Destruction	810,000	49,906	49,906	6.2%	750,000	0	555,165	74.0%
Federal Aid (FEMA, etc)	900,000	0	0	0.0%	900,000	0	0	0.0%
Interlake Tunnel	0	0	0	0.0%	0	68,076	68,076	0.0%
CITY OF SALINAS (ERF)	0	8,280	8,280	0.0%	0	0	0	0.0%
NFWF Grant	0	22,730	22,730	0.0%	0	0	0	0.0%
Pajaro Coastal Watershed & Subventions	0	484,000	484,000	0.0%	0	0	0	0.0%
<b>Total</b>	<b>9,869,900</b>	<b>1,419,560</b>	<b>1,419,560</b>	<b>14.4%</b>	<b>8,980,000</b>	<b>138,629</b>	<b>929,399</b>	<b>10.3%</b>



## BFY 2024-25 WRA Fund Balances

For Month Ending: September 30, 2024

% Monthly Time Elapsed: 100.00%

Fund	Unit	Fund Name	FY2024-25 BUDGET				YEAR-TO-DATE Actual				Estimated Current Fund Balance	Fund
			*Estimate 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		
111	8267	WRA Administration	4,241,073	6,962,120	5,286,612	2,565,565	1,120,316	16.1%	64,090	1.2%	3,184,846	111
112	8484	Pajaro Levee	963,440	1,045,000	1,040,356	958,796	568,653	54.4%	484,030	46.5%	878,817	112
116	8485	Dam Operations	1,846,083	15,877,607	12,984,201	(1,047,323)	3,831,293	24.1%	644,373	5.0%	(1,340,838)	116
121	8486	Soledad Storm Drain	303,708	129,292	108,542	282,958	11,748	9.1%	1,079	1.0%	293,039	121
122	8487	Reclamation Ditch	1,301,112	1,968,504	2,040,285	1,372,893	820,736	41.7%	9,208	0.5%	489,584	122
124	8488	San Lorenzo Creek	36,598	254,482	246,811	28,927	13,177	5.2%	64	0.0%	23,485	124
127	8489	Moro Cojo Slough	411,271	582,491	322,261	151,041	64,533	11.1%	25	0.0%	346,763	127
130	8490	Hydro-Electric Ops	2,084,712	1,104,323	1,177,727	2,158,116	306,677	27.8%	0	0.0%	1,778,035	130
131	8491	CSIP Operations	2,439,995	7,133,033	6,163,072	1,470,034	2,341,267	32.8%	43,350	0.7%	142,079	131
132	8492	SVRP Operations	2,655,387	6,187,071	5,726,571	2,194,887	2,556,630	41.3%	313,675	5.5%	412,432	132
134	8493	SRDF Operations	2,677,511	3,717,282	3,595,965	2,556,194	1,810,004	48.7%	130,547	3.6%	998,054	134
303	8267	CSIP Debt Service	770,672	1,668,000	1,668,000	770,672	0	0.0%	0	0.0%	770,672	303
313	8494	Debt Services	1,036,746	1,756,213	1,756,213	1,036,746	1,341,919	76.4%	1,774	0.1%	(303,399)	313
426	8495	Interlake Tunnel	209,431	374,377	38,234	(126,712)	181,071	48.4%	0	0.0%	28,360	426
<b>TOTAL:</b>			<b>20,977,739</b>	<b>48,759,795</b>	<b>42,154,850</b>	<b>14,372,794</b>	<b>14,968,025</b>	<b>30.7%</b>	<b>1,692,215</b>	<b>4.0%</b>	<b>7,701,929</b>	

\*\*Estimated FY25 Beginning balance. This is staff estimate of FY24 ending balance. FY24 has not been finalized and will change after Auditors close FY24.





# TODAY'S ACTION

Receive the Monterey County  
Water Resources Agency  
BFY 2024-25 Financial Status Report  
through September 30, 2024.







# County of Monterey

## Item No.3

### Board Report

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

Legistar File Number: WRAFIN 24-088

November 08, 2024

**Introduced:** 11/1/2024

**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 Salinas Valley Barb Wire to increase the dollar amount by \$325,000 for a total contract amount not to exceed \$425,000 for maintaining fencing and gate infrastructure on Agency owned parcels around Nacimiento and San Antonio Reservoirs; and authorize the General Manager to execute the amendment.(Staff Presenting: Mallory Roberts)

#### 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 Salinas Valley Barb Wire to increase the dollar amount by \$325,000 for a total contract amount not to exceed \$425,000 for maintaining fencing and gate infrastructure on Agency owned parcels around Nacimiento and San Antonio Reservoirs; and authorize the General Manager to execute the amendment.

#### SUMMARY/DISCUSSION:

On June 1, 2023, the Monterey County Water Resources Agency (Agency) entered into a three year Agreement with Salinas Valley Barb Wire (SVBW) for \$100,000 to provide services related to installation and/or removal of barbwire fencing, pipe fencing, iron fencing, no climb fencing, wood fencing, chain link fencing, gates and other items pertaining to fencing, fence installation and/or removal, pipeline installation, water trough installation, excavation, grading and brush removal for Agency properties.

Under the original agreement SVBW provided services related to installation and removal of barbwire fencing on Nacimiento grazing lease 3A and 3B in burned/damaged areas and steel gate work along access roads on other Agency parcels in the area.

The purpose of Amendment No. 1 is to increase the total contract amount by \$325,000 for a total contract amount not to exceed \$425,000 for upcoming maintenance of fencing and gate infrastructure, as well as water system installation to support ranching operations and land conservation.

#### OTHER AGENCY INVOLVEMENT:

None

#### FINANCING:

Funding for these upcoming projects have been included in the Adopted FY24-25 Budget Unit 116 -



Dam Operations, and additional funding for future projects will be identified in future budgets within the contract term.

Prepared by: Mallory Roberts, Water Resources Hydrologist (831) 682-8978

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

Attachments:

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



# County of Monterey

Item No.

## Board Report

Board of Supervisors  
Chambers  
168 W. Alisal St., 1st Floor  
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November 08, 2024

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### OTHER AGENCY INVOLVEMENT:

None

### FINANCING:

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Prepared by: Mallory Roberts, Water Resources Hydrologist (831) 682-8978

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

Attachments:

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

**MONTEREY COUNTY WATER RESOURCES AGENCY**  
**AND** Salinas Valley Barb Wire  
**AGREEMENT FOR SERVICES**

This is an agreement (“Agreement”) between the Monterey County Water Resources Agency, hereinafter called "Agency," and Salinas Valley Barb Wire, a california company hereinafter called "CONTRACTOR".

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

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

- (a) The scope of work is briefly described and outlined as follows:  
installation and/or removal of Barb wire fencing, pipe fencing, iron fencing, no climb fencing, wood fencing, chain link fencing, gates and other items pertaining to fencing, fence installation and/or removal, pipeline installation, water trough installation, excavation, grading and brush removal for agency properties.
- (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, 2023 by CONTRACTOR and Agency, and will terminate on June 30, 2026, unless earlier terminated as provided herein.

3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein,

Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is  
One Hundred Thousand Dollars no Cents \_\_\_\_\_,

(\$ 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 agrees that Agency may withhold five percent (5%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to Agency.
- (c) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.
- (d) CONTRACTOR shall not be reimbursed for travel expenses unless expressly approved in writing in accordance with this Agreement.

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

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

6. Insurance.

6.1 Evidence of Coverage:

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

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

6.2 Qualifying Insurers:

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

6.3 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

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

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

#### 6.4 Other Insurance Requirements.

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

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

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

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

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

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

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

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



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

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

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

15. Agency's Rights in Work Product. All original materials prepared by CONTRACTOR in connection with its work hereunder -- including but not limited to computer codes, customized computer routines developed using proprietary or commercial software packages, reports, documents, maps, graphs, charts, photographs and photographic negatives -- shall be the property of Agency and shall be delivered to Agency prior to final payment. CONTRACTOR may utilize any existing materials developed by CONTRACTOR prior to commencement of work under this Agreement, which materials shall remain the property of CONTRACTOR.
16. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which Agency is the grantee, CONTRACTOR shall comply with all provisions of such grant applicable to CONTRACTOR's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.
17. Conflict of Interest. CONTRACTOR warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.
18. Governing Laws. This Agreement is entered into in the County of Monterey, State of California, and shall be construed and enforced in accordance with the laws of the State of California. The parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.
19. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
20. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

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

26. Contract Administrators.

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

---

Agency’s designated administrator of this Agreement shall be  
 Jennifer Bodensteiner

---

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

<b>TO AGENCY</b>	<b>TO CONTRACTOR</b>
Name: Jennifer Bodensteiner	Name: Erick Meyenberg
Address: 1441 Schilling Place - North Building Salinas, CA 93901	Address:
Telephone: 831.755.4860	Telephone: 831.620.5989
Fax: 831.424.7935	Fax:
E-Mail: bodensteinerjm@co.monterey.ca.us	E-Mail: erick@svbarbwire.com

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

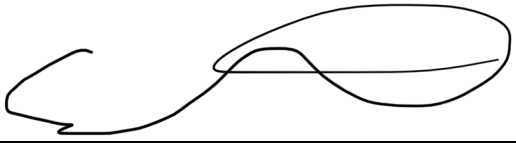
**MONTEREY COUNTY WATER RESOURCES AGENCY**  
**AND** Salinas Valley Barb Wire  
**AGREEMENT FOR SERVICES**

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

**MONTEREY COUNTY WATER RESOURCES AGENCY:**

**CONTRACTOR:**

BY: DocuSigned by:  
*Ara Azhderian*  
1F182FFB49A2435...

BY: 

Ara Azhderian  
General Manager

Type Name: Erick meyenberg

Title: Owner salinas valley barbwire

Date: 6/6/2023 | 10:34 AM PDT

Date: 5-16-23

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.

( Salinas Valley Barb Wire )  
Agreement/Amendment No # ( \_\_\_\_\_ )

\*\*\*\*\*

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

Approved as to fiscal provisions:

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

DocuSigned by:  
*Juan Pablo Lopez*  
A59152F49ADC476...  
Administrative Analyst

Dated: 6/5/2023 | 3:21 PM PDT

Dated: 6/6/2023 | 7:42 AM PDT

\_\_\_\_\_  
County Counsel – Risk Manager:

DocuSigned by:  
*Patricia Ruiz*  
E79EF64E57464F6...  
\_\_\_\_\_  
Auditor-Controller <sup>2</sup>:

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

Dated: 6/6/2023 | 7:19 AM 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/WORK SCHEDULE**

Install and removal of: Barb wire fencing, pipe fencing, iron fencing, no climb fencing, wood fencing, chain link fencing, gates, and other items pertaining to fencing, fence installation or removal.  
Pipeline installation, water trough installation, excavation, grading and brush removal.

# EXHIBIT B FEE SCHEDULE



**Fence Repair: Material Prices**

**\*Tax not included**

Prices Good Through December 31, 2023

T-Posts
6' 1.25: \$6.60
6'-6 1.25: \$6.90
7' 1.25: \$7.40
8' 1.25: \$8.60
9' 1.33: \$13.50
10' 1.33: \$16.50

Powder River Gates or alike
4' : \$350
8' : \$650
10' : \$750
12' : \$850
14' : \$950
16' : \$1,050

Wire/Price per foot
4 pt 14 GA Barb wire: \$0.15
39" Woven Wire: \$1.18
48" Woven Wire: \$1.48
72" Woven Wire: \$2.50
48' Non-climb: \$3.38
2 7/8" Reused pipe: \$4.90
3 1/2" Reused pipe: \$ 5.95

All Material not listed or if after the date above will have a standard 40% mark up.

All Material subject to availability. Some Materials listed may not be available.

\*We do not sell materials, alone we provide material in addition to and with our labor.



# EXHIBIT B FEE SCHEDULE



## Fence Repair: Non-Prevailing Wage, 4 hour minimum

### Labor prices per hour

Fence Laborer	\$62 per hour
Fence Installer	\$75 per hour
Fence Foreman	\$92 per hour
Owner	\$115 per hour
Tractor Operator	\$102 per hour
Welder	\$98 per hour

### Equipment Rates without operator

Mini Excavator	\$90 per hour
Skid Steer on tracks	\$90 per hour
Attachments	\$100 per day
Brush Mower	\$100 per day
Off Road UTV 4x4 or tracked	\$150 per day
Off Road ATV 4x4	\$80 per day
Hauling Material or equipment	\$90 per hour
Welding Truck 4x4	\$90 per hour

\*Price not including fuel. Fuel surcharges dependent on distance from Salinas and current fuel prices.

*Bayview Construction*

# EXHIBIT B FEE SCHEDULE



## Labor and Material : New Fencing Non-Prevailing Wage

4' Tall, 4 Wire Fencing with T-Posts at 15' on center and 2 7/8" bolted reuse pipe braces where needed per NRCS specs:

Price Per Foot
Flat: \$9.45
Minor Slope: \$9.85
Slope: \$10.45
Steep under 35 degrees: \$ 11.00
Steep 35-45 degrees: \$12.00
Steep 45-65 degrees: \$15.00
Steep 65-80 degrees: \$18.00

- Additional wire: Add 10%
- Additional Brush Removal, Light: Add 15%
- Additional Brush Removal, Heavy: Add 40%

## Labor and Material : D.O.T. Spec 52" Highway and Roadway Fencing

39" Woven Wire Field Fencing with 2 Barb Wires above. T-Posts at 12' on center. 2 7/8 Bolted Pipe Braces per NRCS Specs

Price Per Foot
Flat: \$12.30
Minor Slope: \$13.00
Slope: \$14.50
Steep under 35 degrees: \$16.00
Steep 35-45 degrees: \$19.00
Steep 45-65 degrees: \$26.00

Additional wire: Add 8% / Additional Brush Removal, Light: Add 12% Additional Brush Removal, Heavy: Add 37%

**Staging fee: \$800**

## Labor and Material : Gates and Installation

Powder River Tube or Equal Gates installed with 3 1/2" Brace Pipe on hinge side.

Price Per Gate
4' : \$600
8' : \$1,100
10' : \$1,400
12' : \$1,600
14' : \$1,800
16' : \$2,000

## **EXHIBIT C**

### **DELIVERABLES**

#### Required Document Formats

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

Administrative Draft of Document (for staff review)  
[five (5) unbound copies and one (1) PDF copy]

Screen Check Public Review Draft of Document (for staff review)  
[five (5) unbound copies and one (1) PDF copy]

Public Review Draft  
[XXX (XX) bound copies and xxx (xxx) DVDs]

Final Draft for Board of Director/ Supervisor consideration

Final Document (as adopted by Board of Supervisors)  
[ten (10) bound copies and one USB]

All documents shall be provided digitally to the City in both Microsoft Word and .PDF formats on a USB drive.

Following approval by staff of each final (public draft) report one (1) unbound reproducible original, and two (2) electronic copies shall be delivered to the Agency

For each public agency meeting, deliver:  
one (1) unbound reproducible original, one (1) electronic copy and four (4) print copies of the document

**AMENDMENT NO. 1 TO  
AGREEMENT FOR SERVICES  
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND  
SALINAS VALLEY BARB WIRE**

**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 Salinas Valley Barb Wire (hereinafter, “CONTRACTOR”) is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and CONTRACTOR are referred to as the “Parties”).

**WHEREAS**, CONTRACTOR entered into an Agreement for Services with the Agency on June 1, 2023 (hereinafter, “Agreement”);

**WHEREAS**, the Parties wish to amend the Agreement with a dollar amount increase of \$325,000.00, not to exceed \$425,000.00, to continue providing services identified in the Agreement.

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

1. Amend Section 3, “Payments to CONTRACTOR; maximum liability”, to read as follows:

Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to the contractor under this contract is **Four Hundred and Twenty-Five Thousand dollars (\$425,000.00)**

Original Agreement	\$100,000
<u>Amendment No. 1</u>	<u>\$325,000</u>
Not to exceed total:	\$425,000

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

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

**MONTEREY COUNTY WATER RESOURCES AGENCY**

**CONTRACTOR: Salinas Valley Barb Wire**

By: \_\_\_\_\_  
General Manager

\_\_\_\_\_  
\*Contractor Business Name

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

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

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

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

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

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

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

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

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

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

**Approved as to Fiscal Provisions**

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

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

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

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

**Approved as to Indemnity, Insurance Provisions**

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

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

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





# TODAY'S ACTION

Consider recommending that the Board of Directors approve Amendment No. 1 to the Agreement for Services with Salinas Valley Barb Wire to increase the dollar amount by \$325,000 for a total contract amount not to exceed \$425,000 for maintaining fencing and gate infrastructure on Agency owned parcels around Nacimiento and San Antonio Reservoirs; and authorize the General Manager to execute the amendment.



# Committee Action

- None





# Prior BOD/BOS Action

- The initial agreement was approved on June 6<sup>th</sup>, 2023.

# Financial Impact

- Funding for these upcoming projects have been included in the Adopted FY24-25 Budget Unit 116 – Dam Operations, and additional funding for future projects will be identified in future budgets within the contract term.
- There is an estimate of approximately \$66,000 that is planned to be spent in FY 24-25.

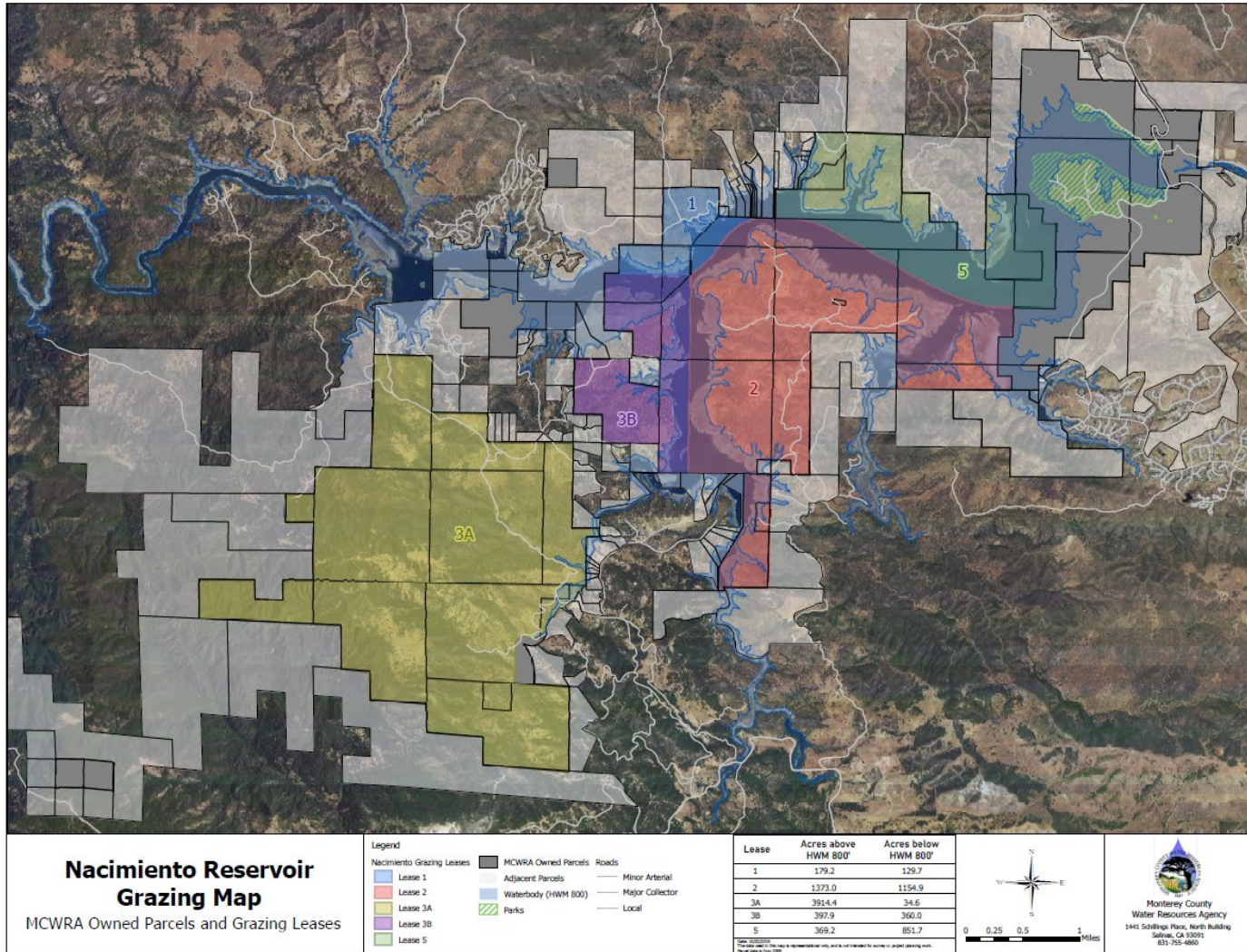
# Discussion

- On June 1, 2023, the Monterey County Water Resources Agency (Agency) entered into a three year Agreement with Salinas Valley Barb Wire (SVBW) for \$100,000 to provide services related to:
  - installation and/or removal of barbwire fencing
  - pipe fencing
  - iron fencing
  - no climb fencing
  - wood fencing
  - chain link fencing
  - gates
  - fence installation and/or removal
  - pipeline installation
  - water trough installation
  - excavation
  - grading and brush removal for Agency properties.

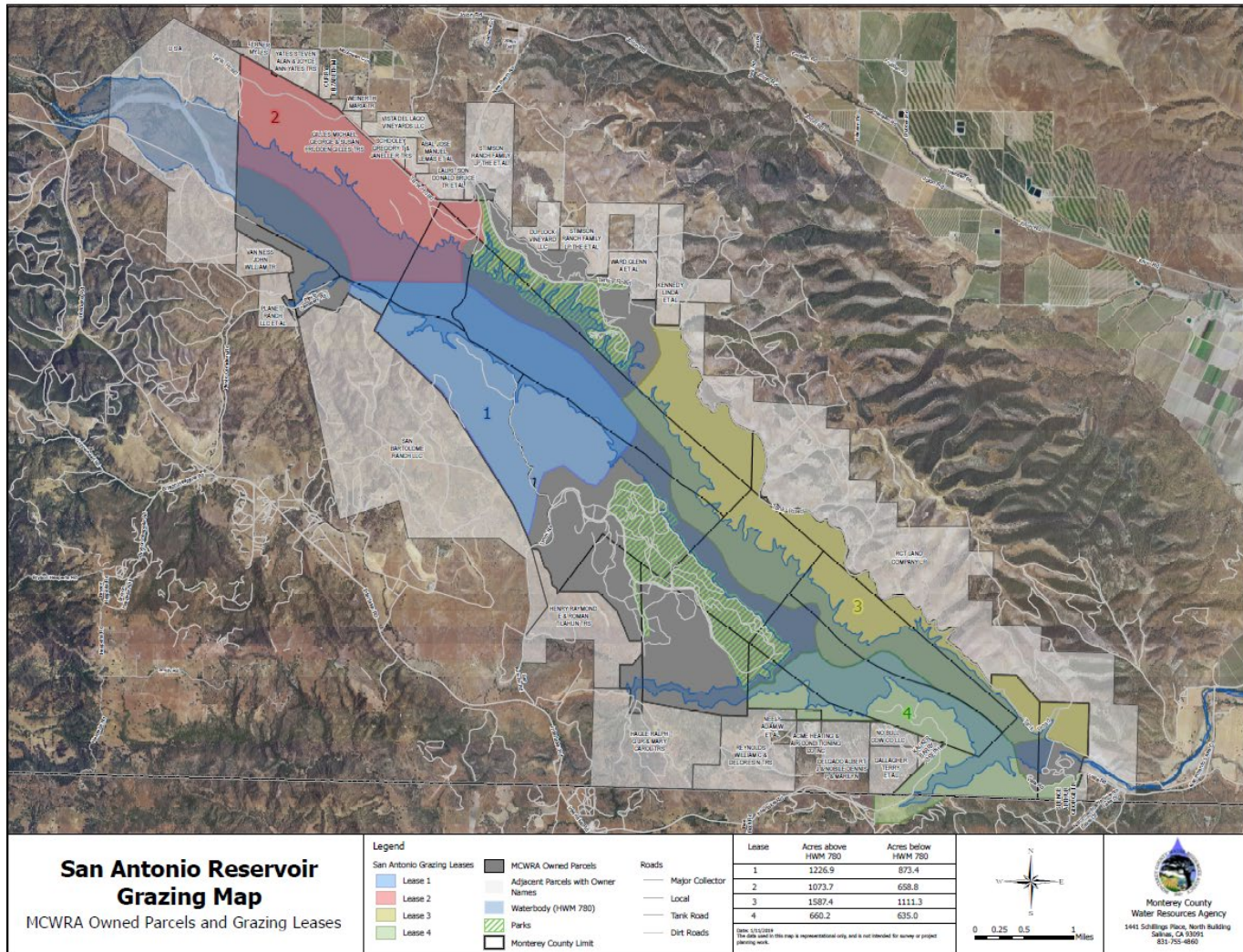
# Discussion (cont.)

- The purpose of Amendment No. 1 is to increase the total contract amount by \$325,000 for a total contract amount not to exceed \$425,000 for upcoming maintenance of fencing and gate infrastructure, as well as water system installation to support ranching operations and land conservation. Other funds may also be identified in future fiscal years for additional projects. This increase is intended to cover the remaining contract period of 2 years.

# Discussion (cont.)



# Discussion (cont.)



# Discussion (Cont.)



# Discussion (Cont.)





# TODAY'S ACTION

Consider recommending that the Board of Directors approve Amendment No. 1 to the Agreement for Services with Salinas Valley Barb Wire to increase the dollar amount by \$325,000 for a total contract amount not to exceed \$425,000 for maintaining fencing and gate infrastructure on Agency owned parcels around Nacimiento and San Antonio Reservoirs; and authorize the General Manager to execute the amendment.







# County of Monterey

## Item No.4

### Board Report

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

Legistar File Number: WRAFIN 24-089

November 08, 2024

**Introduced:** 11/1/2024

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WRA Finance Item

Consider receiving the Fiscal Year 2024 Hydroelectric Revenue Summary. (Staff Presenting: Nora Cervantes)

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

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

Legistar File Number: WRAFIN 24-090

November 08, 2024

**Introduced:** 11/1/2024

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WRA Finance Item

Consider recommending that the Monterey County Water Resources Agency Board of Directors approve Amendment No. 1 to the Service Agreement with Industrial Machine Shop for a dollar increase of \$150,000 for a total contract amount not to exceed \$400,000; and authorize the General Manager to execute Amendment No. 1. (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 Service Agreement with Industrial Machine Shop for a dollar increase of \$150,000 for a total contract amount not to exceed \$400,000; and authorize the General Manager to execute Amendment No. 1.

#### SUMMARY/DISCUSSION:

On March 18th, 2024, the Agency entered into an Agreement for services with Industrial Machine Shop for pump and motor rebuilding services for the Recycled Water Projects. This agreement included the rebuilding of two Salinas River Diversion Facility diversion pumps and recondition of two of the motors. The agreement also included room for additional services tied to the Recycled Water Projects for as needed/on-going maintenance throughout the project specific to the pumping equipment.

Due to repurposing of grant funding for CSIP Optimization, the CSIP Booster Station Optimization Project was executed with a tight deadline to complete. This project includes the pulling, inspecting and rebuilding of all 8 of CSIP's Booster Station pumps and motors. As of October, the Agency has progressed through half of the pumps and need to proceed through the remaining months before winter sets in and site access becomes an issue. With a March 2025 deadline, the Agency utilized the existing Agreement to begin the work, but additional dollars are needed on the Agreement to complete the task.

This current project is grant reimbursable and the remaining contract amount will be utilized for future projects in the Recycled Water Projects (CSIP and SRDF). The Amendment No.1 will extend the dollar amount on the contract by \$150,000 with a total not-to-exceed amount of \$400,000.

#### OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Funds from Agency Fund 131- CSIP O&M, Fund 134- SRDF O&M  
CSIP Booster Station Project Grant Reimbursed

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

Item No.

## Board Report

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

Legistar File Number: WRAFIN 24-090

November 08, 2024

**Introduced:** 11/1/2024

**Current Status:** Agenda Ready

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Due to repurposing of grant funding for CSIP Optimization, the CSIP Booster Station Optimization Project was executed with a tight deadline to complete. This project includes the pulling, inspecting and rebuilding of all 8 of CSIP's Booster Station pumps and motors. As of October, the Agency has progressed through half of the pumps and need to proceed through the remaining months before winter sets in and site access becomes an issue. With a March 2025 deadline, the Agency utilized the existing Agreement to begin the work, but additional dollars are needed on the Agreement to complete the task.

This current project is grant reimbursable and the remaining contract amount will be utilized for future projects in the Recycled Water Projects (CSIP and SRDF). The Amendment No.1 will extend the dollar amount on the contract by \$150,000 with a total not-to-exceed amount of \$400,000.

### OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Funds from Agency Fund 131- CSIP O&M, Fund 134- SRDF O&M  
CSIP Booster Station Project Grant Reimbursed

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  
AND Industrial Machine Shop, Inc.  
AGREEMENT FOR SERVICES**

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

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

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

Electrical motor repair and rebuilding, well pump and equipment inspection, rebuilding, machining, and fabrication services for the Recycle Water Projects.
  - (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 March 18th, 2024 by CONTRACTOR and Agency, and will terminate on June 30th, 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 Two Hundred and Fifty Thousand Dollars,

(\$ 250,000).

4. Monthly Invoices by CONTRACTOR; Payment.

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

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

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

6. Insurance.

6.1 Evidence of Coverage:

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

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

6.2 Qualifying Insurers:

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

6.3 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

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

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

#### 6.4 Other Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

Agency's designated administrator of this Agreement shall be  
Pete Vannerus

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

TO AGENCY	TO CONTRACTOR
Name: Pete Vannerus	Name: Kyle Wilson
Address: 1441 Schilling Pl., Salinas, CA	Address: 805 Vertin Ave, Salinas, CA 93901
Telephone: 831.755.4860	Telephone: 831-424-3471
Fax: 831.424.7935	Fax:
E-Mail: VannerusP@co.monterey.ca.us	E-Mail: Imssalinas@yahoo.com



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

**MONTEREY COUNTY WATER RESOURCES AGENCY  
AND Industrial Machine Shop, Inc.**  
**AGREEMENT FOR SERVICES**

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

**MONTEREY COUNTY WATER  
RESOURCES AGENCY:**

**CONTRACTOR:**

BY: DocuSigned by:  
*Ara Azhderian*  
1F182FFB49A2435...

BY: *[Signature]*

Ara Azhderian  
General Manager

Type Name: *Kyle Wilson*

Title: *general manager*

Date: 4/2/2024 | 8:59 AM PDT

Date: *3/5/2024*

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>:

Approved as to fiscal provisions:

DocuSigned by:  
*Kelly L. Doulon*  
22D690CA06A940B...  
Assistant County Counsel

DocuSigned by:  
*Ezequiel Vega Rios*  
7D289913E628402...  
Administrative Analyst

Dated: 4/1/2024 | 8:26 AM PDT

Dated: 4/2/2024 | 8:42 AM PDT

County Counsel – Risk Manager:

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

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

Dated: 4/2/2024 | 7:23 AM 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

The scope of work shall include but is not limited to:

- Electrical motor repair and rebuilding
  - Well pump and equipment inspection, rebuilding, machining
  - Fabrication services
  - Any additional services IMS can provide
- All for the Recycle Water Project Facilities and Infrastructure
- Immediate needs are attached as a quoted item in Exhibit B

EXHIBIT B  
FEE SCHEDULE

Services for immediate needs are quoted below for the work at the Salinas River Diversion Facility. All other services and future needs shall be billed on a time and material basis at the rates:

- \$100 per hour for regular time during normal business hours
- \$150 per hour for overtime hours and weekend hours outside normal business hours
- Material no more than 10% markup

Industrial Machine Shop

805 Vertin Ave.  
 Salinas, CA 93901  
 Phone: (831)424-3471  
 E-Mail: imssalinas@yahoo.com

**Quote**

Date	Quote #
1/23/2024	3959

<b>Name / Address</b>
Monterey County Water Resources Agency

Rep	Project
	SRDF Pumps

Item	Description	Total
Repairs	Flowway vertical turbine pump Large 40' lift pump 2 stage 14" bowl unit Disassemble completely Pressure wash all parts Load up column pipe, head and couplers for powder coat - to be handled by customer (pick up and delivery) Rebuild 2 stage 14" bowls Trim impeller necks Bore and war ring bowls to match Replace all bushings Make up new 416 stainless steel bolts Repair bottom stainless steel strainer Make up 5 - 416 stainless steel line shafts Make up 1 shaft if needed Head nut and key Replace 6 couplers Replace spider sleeves Replace spider inserts Assemble unit  Materials: Spider sleeves Spider inserts 60' of 1 15/16" 416 stainless steel shaft Stainless steel bolts Packing 5 - 1 15/16" x 2 7/16" brass bushings 12" x 10" x 6" long brass bar  300 HP hollow shaft vertical motor Disassemble Clean and inspect Pressure wash	68,600.00
<b>Total</b>		

**Industrial Machine Shop**

805 Vertin Ave.  
 Salinas, CA 93901  
 Phone: (831)424-3471  
 E-Mail: imssalinas@yahoo.com

**Quote**

Date	Quote #
1/23/2024	3959

<b>Name / Address</b>
Monterey County Water Resources Agency

Rep	Project
	SRDF Pumps

Item	Description	Total
	Bake, dip and rebake Balance rotor Replace all bearings Meg test Assemble and test run motor Material and labor included Sales Tax	0.00
<b>Total</b>		<b>\$68,600.00</b>

**AMENDMENT NO. 1  
TO  
AGREEMENT FOR SERVICES  
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND  
INDUSTRIAL MACHINE SHOP**

**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 Industrial Machine Shop (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 March 18, 2024 (hereinafter, “Agreement”);

**WHEREAS**, the Parties wish to amend the Agreement with a dollar amount increase of \$150,000.00, for a total contract amount not to exceed \$400,000.00 to continue providing services identified in the Agreement.

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

1. Amend Section 3 Payments to CONTRACTOR; maximum liability to read as follows:

Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to the CONTRACTOR under this contract is **Four Hundred Thousand Dollars (\$400,000.00)**.

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.

***This section intentionally left blank.***



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

**MONTEREY COUNTY WATER  
RESOURCES AGENCY**

By: \_\_\_\_\_  
General Manager

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

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

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

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

**Approved as to Fiscal Provisions**

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

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

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

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

**Approved as to Indemnity, Insurance Provisions**

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

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

**CONTRACTOR:  
INDUSTRIAL MACHINE SHOP**

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.



# County of Monterey

## Item No.6

### Board Report

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

Legistar File Number: WRAFIN 24-092

November 08, 2024

**Introduced:** 11/1/2024

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WRA Finance Item

Consider recommending that the Monterey County Water Resources Agency Board of Directors approve Amendment No. 1 to the agreement with Pilot Sandblasting & Coating, Inc. for blasting and coating services for the Recycled Water Projects, to extend the term length to July 31st 2027, and increase the dollar amount by \$150,000 for a total not-to-exceed amount of \$240,000; and authorize 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 agreement with Pilot Sandblasting & Coating, Inc. for blasting and coating services for the Recycled Water Projects, to extend the term length to July 31st 2027, and to increase the dollar amount by \$150,000 for a total not-to-exceed amount of \$240,000; and authorize the General Manager to execute the Amendment.

#### SUMMARY/DISCUSSION:

The Agency entered into an Agreement with Pilot Sandblasting and Coating, Inc. on June 30th 2022, to provide blasting and coating services for Agency equipment, specifically in the Recycled Water Projects. Pilot specializes in Fusion Bonded Epoxy Coating that is ideal for the recycled water equipment and piping as well as the harsh coastal environment the projects reside in. Pilot is one of the only local contractors that can apply and utilize this product. It takes specialized skill and equipment to apply, and the Agency would typically have to ship equipment out to non-local sources to have this coating applied. They also provide knowledgeable application of many other coating types and blasting. Over the course of the agreement, their services have been utilized heavily in the maintenance of the Castroville Seawater Intrusion Project and the Salinas River Diversion Facility.

The recent grant funded CSIP Booster Station Optimization Project has utilized their services heavily and has spurred the requirement to amend the agreement amount as we continue progression with the project. This project has a tight deadline that will be approaching in March 2025.

The Agency would like to continue the work and services with Pilot and as such the term length has been increased to July 31st 2027. The Services provided will assist in the continued corrosion prevention and maintenance activities associated with the Recycled Water Projects.

#### OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Funds from Agency Fund 131- CSIP O&M, Fund 134- SRDF O&M  
CSIP Booster Station Project Grant Reimbursed

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

Item No.

## Board Report

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

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### RECOMMENDATION:

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### SUMMARY/DISCUSSION:

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The recent grant funded CSIP Booster Station Optimization Project has utilized their services heavily and has spurred the requirement to amend the agreement amount as we continue progression with the project. This project has a tight deadline that will be approaching in March 2025.

The Agency would like to continue the work and services with Pilot and as such the term length has been increased to July 31st 2027. The Services provided will assist in the continued corrosion prevention and maintenance activities associated with the Recycled Water Projects.

### OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Funds from Agency Fund 131- CSIP O&M, Fund 134- SRDF O&M  
CSIP Booster Station Project Grant Reimbursed

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**  
**AND** Pilot Sandblast & Coatings, Inc.  
**AGREEMENT FOR SERVICES**

This is an agreement (“Agreement”) between the Monterey County Water Resources Agency, hereinafter called "Agency," and Pilot Sandblast & Coatings, Inc., a California Corporation hereinafter called "CONTRACTOR".

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

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

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

The Contractor shall provide sandblasting and coating services for Agency infrastructure and equipment. This shall include mobile blasting and coating for fixed infrastructure out in the CSIP project area.

(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 6/30/2022 by CONTRACTOR and Agency, and will terminate on 06/30/2025, 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 Ninety Thousand Dollars,

(\$ 90,000).

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 agrees that Agency may withhold five percent (5%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to Agency.
- (c) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.
- (d) CONTRACTOR shall not be reimbursed for travel expenses unless expressly approved in writing in accordance with this Agreement.

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

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

6. Insurance.

6.1 Evidence of Coverage:

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

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

6.2 Qualifying Insurers:

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

6.3 Insurance Coverage Requirements:

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

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

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

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

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

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



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

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

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

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

#### 6.4 Other Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

15. Agency's Rights in Work Product. All original materials prepared by CONTRACTOR in connection with its work hereunder -- including but not limited to computer codes, customized computer routines developed using proprietary or commercial software packages, reports, documents, maps, graphs, charts, photographs and photographic negatives -- shall be the property of Agency and shall be delivered to Agency prior to final payment. CONTRACTOR may utilize any existing materials developed by CONTRACTOR prior to commencement of work under this Agreement, which materials shall remain the property of CONTRACTOR.
16. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which Agency is the grantee, CONTRACTOR shall comply with all provisions of such grant applicable to CONTRACTOR's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.
17. Conflict of Interest. CONTRACTOR warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.
18. Governing Laws. This Agreement is entered into in the County of Monterey, State of California, and shall be construed and enforced in accordance with the laws of the State of California. The parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.
19. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
20. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

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

CONTRACTOR's designated principal responsible for administering  
 CONTRACTOR's work under this Agreement shall be  
 \_\_\_\_\_  
 Matthew Nippes

Agency’s designated administrator of this Agreement shall be  
 \_\_\_\_\_  
 Peter Vannerus

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

<b>TO AGENCY</b>	<b>TO CONTRACTOR</b>
Name: Peter Vannerus	Name: Matthew Nippes
Address: 1441 Schilling Place - North Building Salinas, CA 93901	Address: 731 LA GUARDIA STREET Salinas, CA 93901
Telephone: 831.755.4860	Telephone: 831-240-7023
Fax: 831.424.7935	Fax:
E-Mail: VannerusP@co.monterey.ca.us	E-Mail: Matt@pilotcoatings.com

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


**MONTEREY COUNTY WATER RESOURCES AGENCY**  
**AND** Pilot Sandblasting and Coatings, Inc.  
**AGREEMENT FOR SERVICES**

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

**MONTEREY COUNTY WATER RESOURCES AGENCY:**

**CONTRACTOR:**

BY:   
2B64A5A1043A441...

BY: 

Brent Buche  
General Manager

Type Name: Matthew Nippes

Title: President

Date: 6/29/2022 | 8:35 AM PDT

Date: 6/7/2022

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.

( Pilot Sandblasting and Coatings, Inc. )  
Agreement/Amendment No # ( )

\*\*\*\*\*

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

Approved as to fiscal provisions:

DocuSigned by:  
*Kelly L. Dowlan*  
22D690CA05A940B...  
Assistant County Counsel

DocuSigned by:  
*[Signature]*  
A59152F49ADC476...  
Administrative Analyst

Dated: 6/27/2022 | 8:53 AM PDT

Dated: 6/27/2022 | 5:50 PM PDT

County Counsel – Risk Manager:

DocuSigned by:  
*Jennifer Forsyth*  
4E7E657875454AE...  
Auditor-Controller <sup>2</sup>:

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

Dated: 6/27/2022 | 4:46 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/WORK SCHEDULE**

The contractor shall provide sandblasting services and coatings services for the Monterey County Water Resource Agency's owned and operated infrastructures. This shall include parts and equipment associated with those facilities.

The equipment and infrastructure examples are:

- Pumps and pumping fixtures
- Piping
- Cabinets
- Tanks
- Valves
- Above and below ground structures

The services available shall include:

- Mobile sandblasting
- Mobile coating services
- On-site sand blasting
- On-site coating including Fusion Bonded Epoxy, spray-able epoxies and urethane coatings, powder coating, and any other available coating materials.

## **EXHIBIT B**

### **PAYMENT PROVISIONS**

Services requested will be billed on a per employee per hour basis. The per hour rate includes all equipment, fuel, staff time, etc. to complete the requested service.

All materials needed to complete the service shall be billed on a 10% mark-up above cost.

No standby time shall be charged. Travel time shall be included in rate below for local sites with charged hours starting at arrival to location. If distance to location is over an hour travel time, the hourly rate per employee may be charged for that time.

#### **Payment Schedule:**

- In-Shop services: \$221.91 per employee per hour
- Field Services: \$234.38 per employee per hour
- Materials: Cost + 10% mark-up for all materials needed to perform requested service



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
**06/08/2022**

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).

<b>PRODUCER</b> <b>Ludwig &amp; Fawcett, Inc.</b> <b>PO Box 220</b> <b>Mountain View, CA 94042</b> <b>License #: 0395764</b>	<b>CONTACT NAME:</b> Victoria Flamenco <b>PHONE (A/C, No. Ext):</b> (650)528-4100 <b>E-MAIL ADDRESS:</b> victoria@ludwigfawcett.com	<b>FAX (A/C, No.):</b> (650)962-8015	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> <b>Pilot Sandblasting &amp; Coatings, Inc.</b> <b>731 La Guardia St</b> <b>Salinas, CA 93905-3346</b>	<b>INSURER A:</b> Nautilus Insurance Company		<b>38342</b>
	<b>INSURER B:</b> Mercury Insurance Company		
	<b>INSURER C:</b> Sirius America Insurance Company		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**      **CERTIFICATE NUMBER: 00004650-240071**      **REVISION NUMBER: 4**

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	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	NN1344322	01/10/2022	01/10/2023	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	BA040000066852	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 23952 02	11/27/2021	11/27/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**Description of Operations: Industrial painting, sandblasting, and powder coating.**  
**Workers' Compensation Excluded Officers: Matt Nippes, William Nippes.**

Evidence Only.

<b>CERTIFICATE HOLDER</b>  <b>Monterey County Water Resources Agency</b> <b>1441 Schilling Place – North Building</b> <b>Salinas, CA 93901</b>	<b>CANCELLATION</b>  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>Victoria Flamenco</i> (VAF)

**AMENDMENT NO. 1  
TO  
AGREEMENT FOR SERVICES  
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND  
PILOT SANDBLASTING & COTATING, 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 Pilot Sandblasting & Coating, Inc. (hereinafter, “CONTRACTOR”) is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and CONTRACTOR are referred to as the “Parties”).

**WHEREAS**, CONTRACTOR entered into an Agreement for Services with the Agency on June 30, 2024 (hereinafter, “Agreement”);

**WHEREAS**, the Parties wish to amend the Agreement with a term extension to July 31, 2027, and a dollar amount increase of \$150,000.00, for a total contract amount not to exceed \$240,000.00 to continue providing services identified in the Agreement.

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

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

Term of Agreement. The term of this agreement shall begin on **June 30, 2022**, by CONTRACTOR and Agency, and will terminate on **July 31, 2027**, unless earlier terminated as provided herein.

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

Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to the CONTRACTOR under this contract is **Two Hundred Forty Thousand Dollars (\$240,000.00)**.

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

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

**MONTEREY COUNTY WATER RESOURCES AGENCY**

**CONTRACTOR:  
PILOT SANDBLASTING & COATING**

By: \_\_\_\_\_  
General Manager

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

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

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

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

**Approved as to Fiscal Provisions**

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

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

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

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

**Approved as to Indemnity, Insurance Provisions**

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

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

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.



# County of Monterey

## Item No.7

### Board Report

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

Legistar File Number: WRAFIN 24-091

November 08, 2024

**Introduced:** 11/1/2024

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WRA Finance Item

Consider recommending that the Board of Directors approve Amendment No. 2 to the Agreement for Services with JDI Electrical Services, Inc., by increasing the not-to-exceed amount of the agreement by \$50,000 from \$100,000 to \$150,000 to provide electrical maintenance and repair services for the Nacimiento Dam Hydroelectric Power Plant; and authorize the General Manager to execute Amendment No. 2. (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. 2 to the Agreement for Services with JDI Electrical Services, Inc., by increasing the not-to-exceed amount of the agreement by \$50,000 from \$100,000 to \$150,000 to provide electrical maintenance and repair services for the Nacimiento Dam Hydroelectric Power Plant; and authorize the General Manager to execute Amendment No. 2.

#### SUMMARY/DISCUSSION:

On September 6, 2023, the Monterey County Water Resources Agency (Agency) entered into an Agreement for Services (Agreement) with JDI Electrical Services, Inc., to provide electrical services for the Nacimiento Dam Hydroelectric Power Plant (power plant). The scope of work under this Agreement includes preventive maintenance inspections, testing, troubleshooting and repair of electrical equipment. JDI Electrical Services, Inc., has the skills and expertise to provide routine inspections and maintenance, and repair of hydroelectric power generation equipment.

#### OTHER AGENCY INVOLVEMENT:

None.

#### FINANCING:

Amendment No. 2 is payable from Fund 130 - Hydroelectric Plant Operation 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. 2.
2. Copy of Amendment No 1.
3. Copy of Original Agreement for Services.





# County of Monterey

Item No.

## Board Report

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

Legistar File Number: WRAFIN 24-091

November 08, 2024

**Introduced:** 11/1/2024

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WRA Finance Item

Consider recommending that the Board of Directors approve Amendment No. 2 to the Agreement for Services with JDI Electrical Services, Inc., by increasing the not-to-exceed amount of the agreement by \$50,000 from \$100,000 to \$150,000 to provide electrical maintenance and repair services for the Nacimiento Dam Hydroelectric Power Plant; and authorize the General Manager to execute Amendment No. 2.

### RECOMMENDATION:

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### SUMMARY/DISCUSSION:

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### OTHER AGENCY INVOLVEMENT:

None.

### FINANCING:

Amendment No. 2 is payable from Fund 130 - Hydroelectric Plant Operation 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. 2.
2. Copy of Amendment No 1.
3. Copy of Original Agreement for Services.





**AMENDMENT NO. 2 TO  
AGREEMENT FOR SERVICES  
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND  
JDI ELECTRICAL SERVICES, INC.**

**THIS AMENDMENT No. 2** to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California, (hereinafter, “Agency”), and JDI Electrical Services, 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 September 6, 2023 (hereinafter, “Agreement”).

**WHEREAS**, the Parties wish to amend the Agreement with a dollar increase of \$50,000.00 for a total contract amount not to exceed \$150,000.00 to continue providing services identified in the Agreement.

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

1. Amend Section 3, “Payments to CONTRACTOR; maximum liability” to read as follows:

Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is One hundred and fifty thousand dollars (\$150,000).

Original Agreement:	\$50,000
Amendment No. 1:	\$50,000
<u>Amendment No. 2:</u>	<u>\$50,000</u>
Not to exceed total:	\$150,000

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

*This space left blank intentionally.*

---

Amendment No. 2 JDI Electrical Services, Inc.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment No. 2 to the Agreement as of the day and year written below:

**MONTEREY COUNTY WATER RESOURCES AGENCY**

**CONTRACTOR:**

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: \_\_\_\_\_

JDI Electrical Services, Inc.  
\*Contractor Business Name

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

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

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

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

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

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

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

**AMENDMENT NO. 1 TO  
AGREEMENT FOR SERVICES  
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND  
JDI ELECTRICAL SERVICES, 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 JDI Electrical Services, 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 September 6, 2023 (hereinafter, “Agreement”).

**WHEREAS**, the Parties wish to amend the Agreement by increasing the dollar amount by \$50,000, not to exceed \$100,000, to continue providing services identified in the Agreement.

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

1. Amend Section 3, “Payments to CONTRACTOR; maximum liability” to read as follows:

Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is \$100,000.

Original Agreement	\$50,000
<u>Amendment No. 1</u>	<u>\$50,000</u>
Not to exceed total:	\$100,000

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.

*This space left blank intentionally.*

---

Amendment No. 1 JDI Electrical Services, Inc.

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**

DocuSigned by:  
*Ara Azhderian*  
By: \_\_\_\_\_  
1F182FFB49A2435...  
General Manager

Date: 1/12/2024 | 11:57 AM PST

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

DocuSigned by:  
*Kelly L. Donlon*  
By: \_\_\_\_\_  
22D690CA05A940B...  
Assistant County Counsel

Date: 1/11/2024 | 9:43 AM PST

**Approved as to Fiscal Provisions**

DocuSigned by:  
*Patricia Ruiz*  
By: \_\_\_\_\_  
E79EF64E57454F6...  
Auditor-Controller

Date: 1/11/2024 | 11:41 AM PST

DocuSigned by:  
*Ezequiel Vega Rios*  
By: \_\_\_\_\_  
7D289913E628402...  
Administrative Analyst

Date: 1/11/2024 | 11:47 AM PST

**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**

*JDI Electrical Services, Inc.*

\*Contractor Business Name

By: *[Signature]*  
(Signature of Chair, President, or Vice President)

Title: *V. P. Sandy Traser*  
(Print Name and Title)

Date: *1-8-24*

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

Title: *David Ma*  
(Print Name and Title)

Date: *1-8-24*

Amendment No. 1 JDI Electrical Services, Inc.

**MONTEREY COUNTY WATER RESOURCES AGENCY**  
**AND** JDI Electrical Services, Inc.  
**AGREEMENT FOR SERVICES**

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

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

1. Employment of CONTRACTOR. Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the **Scope of Work/Work Schedule set forth in Exhibit A:**
  - (a) The scope of work is briefly described and outlined as follows:  
Perform inspection, testing, maintenance and repair of electrical equipment at the Nacimiento Dam hydroelectric power plant and substation, and perform other electrical services as-requested.
  - (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 October 1, 2023 by CONTRACTOR and Agency, and will terminate on June 30, 2026, unless earlier terminated as provided herein.
  
3. Payments to CONTRACTOR: maximum liability. Subject to the limitations set forth herein,

Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is  
Fifty Thousand Dollars

(\$ 50,000.00 ).

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 listed in Section 26.
- (c) CONTRACTOR agrees that Agency may withhold five percent (5%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to Agency.
- (d) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.
- (e) CONTRACTOR shall not be reimbursed for travel expenses unless expressly approved in writing in accordance with this Agreement.

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

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

6. Insurance.

6.1 Evidence of Coverage:

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

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

6.2 Qualifying Insurers:

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

6.3 Insurance Coverage Requirements:

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

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

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

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

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

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



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

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

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

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

#### 6.4 Other Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

26. Contract Administrators.

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

---

Agency's designated administrator of this Agreement shall be  
 Manuel Saavedra

---

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

TO AGENCY	TO CONTRACTOR
Name: Manuel Saavedra	Name: David Ma
Address: 1441 Schilling Place - North Building Salinas, CA 93901	Address: 624 Commerce Ct. Manteca, CA 95336
Telephone: (831) 755-4860	Telephone: (925) 518-8707
Fax: (831) 424-7935	Fax: (209) 239-7914
E-Mail: saavedram@co.monterey.ca.us	E-Mail: davidma88.dm@gmail.com

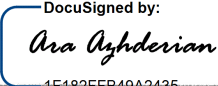
28. Electronic Deliverables. Where feasible, all reports, documents and other printed information provided to the Agency pursuant to this Agreement shall be submitted in both written and Electronic formats in accordance with the specifications listed in Exhibit C.
29. Non-exclusive Agreement. This Agreement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

**MONTEREY COUNTY WATER RESOURCES AGENCY**  
**AND** JDI Electrical Services, Inc.  
**AGREEMENT FOR SERVICES**

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


**MONTEREY COUNTY WATER RESOURCES AGENCY:**

**CONTRACTOR:**

BY:   
DocuSigned by:  
1F182FFB49A2436...

Ara Azhderian  
General Manager

Date: 9/6/2023 | 5:00 PM PDT

BY: 

Type Name: Jeff Traser

Title: President

Date: 9-5-23

BY: 

Type Name: Sandy Traser

Title: V.P. / office manager

Date: 9-5-23

\* 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.

( JDI Electrical Services, Inc )  
Agreement/Amendment No # ( )

\*\*\*\*\*

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

Approved as to fiscal provisions:

DocuSigned by:  
*Kelly L. Danton*  
22D690CA05A940B  
Assistant County Counsel

DocuSigned by:  
*Ezequiel Vega Rios*  
7D289913E628402...  
Administrative Analyst

Dated: 9/6/2023 | 1:19 PM PDT

Dated: 9/6/2023 | 4:31 PM PDT

\_\_\_\_\_  
County Counsel – Risk Manager:

DocuSigned by:  
*Jennifer Forsyth*  
4E7E657875454AE...  
Auditor-Controller <sup>2</sup>:

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

Dated: 9/6/2023 | 3:07 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/WORK SCHEDULE

#### Scope of Work:

CONTRACTOR will provide, on an as-directed basis preventive maintenance inspections, testing, and repairs of electrical equipment at the Nacimiento Dam hydroelectric power plant and substation for a period of three (3) years including, but not limited, to the following:

- Protective Relays
- Circuit Breakers
- Switches
- Motor Control Centers
- Instrumentation
- Transformers (Dry and Oil Type)
- Control Panel Circuits
- Cables/Wiring

CONTRACTOR will provide:

- Qualified electricians and technicians with experience working on hydroelectric power generation facilities.
- All necessary instruments and equipment required for interfacing with hydroelectric power generation systems.
- Preventive maintenance and repair services according to recommended industry standards for hydroelectric power generation and substation equipment.
- Notification to Agency upon discovery of any of questionable conditions found during inspections and will recommended corrective action.
- Documentation of preventive maintenance inspection findings and results.
- Protection of people and property.

#### Work Schedule:

CONTRACTOR will begin and complete performance of services within timeline provided by the Agency.

Project ID:

JDI Electrical Services, Inc.

**EXHIBIT B**  
**FEE SCHEDULE**

CONTRACTOR shall be compensated for the work as set forth in the Scope of Work and for other services as directed by the Agency on a Time and Materials basis in accordance with the following rates:

<u>Rates:</u>	<u>*Labor Rates/Hour:</u>
Standard	\$200.00
Over Time	\$300.00
Double Time	\$400.00
Travel Time	\$170.00

\*These hourly labor rates shall be valid for a period of three (3) years.

**Rate Definition:**

**Standard Rate:** Applies for first eight (8) hour period.

**Over Time Rate:** Applies for next four (4) hours.

**Double Time Rate:** Is anything outside of Standard or Over Time Rate. Saturday work is Over Time rate for first eight (8) hours, and Double Time thereafter. Sundays and Holidays are charged at Double Time rate. All service calls are a four (4) hour minimum.

**Materials:**

Materials to be billed at cost plus ten percent (10%).

Project ID:

JDI Electrical Services, Inc.

## **EXHIBIT C**

### **DELIVERABLES**

#### **Required Document Formats**

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

- Preventive maintenance inspection and testing results report.
- All documents shall be provided digitally to the Agency in Microsoft Word or Excel formats.

## **EXHIBIT D**

### **PROFESSIONAL LIABILITY INSURANCE EXEMPTION**

CONTRACTOR is exempt from Professional Liability Insurance for work described in Exhibit A because the services being provided are maintenance and repair services and do not require CONTRACTOR to perform engineering, design, surveying or compliance regulated design standards for installation and operation.

### **PREVAILING WAGES**

CONTRACTOR and all subcontractors performing work under this contract shall pay wages to their workers employed on such work at not less than general prevailing rate of per diem wages for such work, as required by Labor Code Section 1771. CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Failure to pay such prevailing wages shall subject the employer to the penalties set forth in Labor Code Sec. 1775.

Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: <https://www.dir.ca.gov/oprl/dprevagedetermination.htm>



# County of Monterey

## Item No.8

### Board Report

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

Legistar File Number: WRAFIN 24-093

November 08, 2024

**Introduced:** 11/1/2024

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WRA Finance Item

Update on Groundwater Monitoring Regulatory Program Fee Study. (Staff Presenting: Amy Woodrow; Alison Lechowicz)



# County of Monterey

## Item No.9

### Board Report

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

Legistar File Number: WRAFIN 24-094

November 08, 2024

**Introduced:** 11/1/2024

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WRA Finance Item

Monterey One Water Year to Date Financials (Final) thru September 2024. (Staff Presenting: Nan Kyung Kim)

**Monterey Regional Water Pollution Control Agency  
SVRP Expenditure Report  
Month Ending Sept 2024**

Account Description	Sept Expended	YTD Expended	YTD Encumbered	YTD Total	Annual Budget	% Used
Salaries, Wages & Bens	103,211.95	312,764.90	0.00	312,764.90	835,380.00	37.44%
Office Expenses	0.00	0.00	0.00	0.00	3,650.00	0.00%
Information Systems Expenses	0.00	0.00	0.00	0.00	2,900.00	0.00%
Professional Services	2,938.95	13,455.85	0.00	13,455.85	86,000.00	15.65%
Operating Supplies	1,110.99	11,878.61	0.00	11,878.61	56,850.00	20.89%
Contract Services	0.00	0.00	0.00	0.00	29,500.00	0.00%
Chemicals	106,948.78	486,685.48	0.00	486,685.48	1,782,500.00	27.30%
Utilities	68,578.31	153,470.10	0.00	153,470.10	808,600.00	18.98%
Repairs & Maintenance	7,684.08	14,956.91	13,554.97	28,511.88	423,810.00	6.73%
Equipment Replacement	0.00	0.00	0.00	0.00	-	0.00%
Indirect Costs *	31,425.25	94,275.75	0.00	94,275.75	377,103.00	25.00%
Capital Outlay	0.00	0.00	31,354.28	31,354.28	690,000.00	4.54%
<b>Total Expenditures</b>	<b>321,898.31</b>	<b>1,087,487.60</b>	<b>44,909.25</b>	<b>1,132,396.85</b>	<b>5,096,293.00</b>	<b>22.22%</b>
State Reserve Funds	0.00	0.00	0.00	0.00	0.00	0.00
Bureau of Reclamation Loan Paym	0.00	0.00	0.00	0.00	1,040,000.00	0.0%
<b>Grand Total Reclamation Plant</b>	<b>321,898.31</b>	<b>1,087,487.60</b>	<b>44,909.25</b>	<b>1,132,396.85</b>	<b>6,136,293.00</b>	<b>18.45%</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 Sept 2024**

Account Description	Sept Expended	YTD Expended	YTD Encumbered	YTD Total	Annual Budget	% Used
Salaries, Wages & Bens	49,295.38	222,647.15	0.00	222,647.15	1,000,411.50	22.26%
Office Expenses	0.00	113.00	0.00	113.00	2,200.00	5.14%
Misc Support Services	0.00	0.00	0.00	0.00	3,300.00	0.00%
Professional Services	3,365.29	7,083.24	29,020.83	36,104.07	222,750.00	16.21%
Operating Supplies	2,426.38	8,550.04	0.00	8,550.04	34,044.00	25.11%
Contract Services	801.79	2,971.54	0.00	2,971.54	41,065.00	7.24%
Chemicals	0.00	0.00	0.00	0.00	0.00	0.00%
Utilities	83,479.06	171,653.13	0.00	171,653.13	852,080.00	20.15%
Repairs & Maintenance	3,180.51	5,471.52	0.00	5,471.52	119,050.00	4.60%
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	17,500.00	0.00%
Indirect Costs *	27,349.83	82,049.49	0.00	82,049.49	328,198.00	25.00%
Capital Outlay	0.00	7,824.95	0.00	7,824.95	160,000.00	4.89%
<b>Total Expenditures</b>	<b>169,898.24</b>	<b>508,364.06</b>	<b>29,020.83</b>	<b>537,384.89</b>	<b>2,780,598.50</b>	<b>19.33%</b>
<b>Grand Total CSIP</b>	<b>169,898.24</b>	<b>508,364.06</b>	<b>29,020.83</b>	<b>537,384.89</b>	<b>2,780,598.50</b>	<b>19.33%</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 Sept 2024**

<b>Account Description</b>	<b>Sept Expended</b>	<b>YTD Expended</b>	<b>YTD Encumbered</b>	<b>YTD Total</b>	<b>Annual Budget</b>	<b>% Used</b>
Salaries, Wages & Bens	13,605.65	31,114.86	0.00	31,114.86	84,256.00	36.93%
Office Expenses	5,441.10	5,441.10	0.00	5,441.10	5,441.11	100.00%
Information Systems Exp	0.00	0.00	0.00	0.00	5,460.00	0.00%
Professional Services	2,443.99	5,172.64	22,517.36	27,690.00	108,775.00	25.46%
Operating Supplies	463.40	560.35	0.00	560.35	10,800.00	5.19%
Contract Services	0.00	0.00	0.00	0.00	14,800.00	0.00%
Chemicals	0.00	0.00	0.00	0.00	120,000.00	0.00%
Utilities	99,045.16	236,568.97	0.00	236,568.97	410,654.00	57.61%
Repairs & Maintenance	2,367.16	2,367.16	0.00	2,367.16	93,510.89	2.53%
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 *	8,495.33	25,485.99	0.00	25,485.99	101,944.00	25.00%
Capital Outlay	4,407.50	4,407.50	146,673.22	151,080.72	330,000.00	45.78%
<b>Total Expenditures</b>	<b>136,269.29</b>	<b>311,118.57</b>	<b>169,190.58</b>	<b>480,309.15</b>	<b>1,286,141.00</b>	<b>37.34%</b>

\* Indirect Costs Budget/12 periods and a true up will occur at year end.



# County of Monterey

**Item No.10**

## Board Report

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

**Legistar File Number: WRAFIN 24-095**

**November 08, 2024**

**Introduced:** 11/1/2024

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WRA Finance Item

Review of Fund 116 FY25 Budget Status. (Staff Presenting: Nan Kyung Kim)



# County of Monterey

**Item No.11**

## Board Report

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

**Legistar File Number: WRAFIN 24-096**

**November 08, 2024**

**Introduced:** 11/1/2024

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WRA Finance Item

FY26 Budget development Schedules 116. (Staff Presenting: Nan Kyung Kim)

### Budget Development Schedule FY 2025-26

PLEASE NOTE: This schedule is subject to change.

	Date	Task/Issue	Lead
September	17	CAO-Budget & Analysis distribute the FY 2025-26 Budget Development Schedule to all departments (SharePoint).	CAO B&A
	17	CAO-Budget & Analysis distribute the FY 2025-26 Request for Change to Organization Structure form (SharePoint).	CAO B&A
	20	Information Technology and customer departments begin discussions for FY 2024-25 technology and telecom service needs and related charges.	ITD
	25	<b>Budget Committee Meeting</b> - (1:00 p.m. - Monterey Room)	CAO B&A
	30	CAO-Budget & Analysis initiates review of FY 2024-25 year-end results for preparation of Budget End of Year Report (BEYR).	CAO B&A
OCTOBER	11	<b>Deadline:</b> Departments submit narratives for BEYR.*	CAO B&A
	14	<b>Deadline:</b> HR & Payroll to provide MOU details for approved changes (if any) e.g. pay differentials, salary increases, etc.	Central HR/Payroll
	14	Charging departments (ERP, Fleet, Mail Svcs., Facilities, Risk, Benefits, Health, etc.) begin review of FY 2024-25 year-end and FY 2025-26 services/costs, including Indirect Costs (Cost Plan).	ITD, PFWP, ACO ERP, Gen'l Acctg.
	23	Review of <b>HRM</b> report, <b>MC-HRM-POSN-0039</b> Authorized Position, correction/cleanup as needed to match authorized position with employee and FTE counts; match BOS Adopted/Current Year BOS approved position updates.	HR & Finance - All Depts
	25	<b>Deadline:</b> Departments submit FY 2025-26 Request for Change to Organization Structure form(s) to CAO Analysts.	Requesting Depts
	25	<b>Deadline:</b> Risk Mgmt. distributes FY 2024-25 (update) & FY 2025-26 cost allocations/assumptions for Gen'l Liab., Work Comp, Other Insurance (for EPM programming & Three-Year Forecast).	Risk Mgmt
	25	<b>Deadline:</b> HR-Benefits distributes FY 2024-25 (update) & FY 2025-26 cost allocation changes/assumptions for PERS retirement, OPEB, Med/Dental, etc. (for EPM programming & Three-Year Forecast).	Central HR - Benefits
	25	<b>Deadline:</b> Health distributes FY 2025-26 Wellness Program cost changes/assumptions for non-general fund budget units.	Health - Wellness
	30	<b>Budget Committee Meeting</b> - (1:00 p.m. - Monterey Room)	CAO B&A
NOVEMBER	12	CAO-Budget & Analysis prepares preliminary FY 2025-26 Non-Program Revenues Forecast.	CAO B&A
	12	Confirmation of <b>EPM</b> security assignment by all departments.	CAO B&A & ACO ERP
	15	CAO-Budget & Analysis publishes approved FY 2025-26 Request to Change to Organization Structure (SharePoint).	CAO B&A
	20	Review of <b>HRM</b> report, <b>MC-HRM-POSN-0039</b> Authorized Positions, correction/cleanup as needed to match authorized position with employee and FTE counts; match BOS Adopted/Current Year BOS approved position updates.	HR & Finance - All Depts
	20	Departments submit and review new & reallocated positions in HRM before 1st HRM to <b>EPM</b> Load.	HR & Finance - All Depts
	20	<b>Budget Committee meeting</b> - (1:00 p.m. - Monterey Room) - Receives Budget End of Year Report (BEYR).	CAO B&A
DECEMBER	3	<b>Board of Supervisors Meeting</b> - Receives Budget End of Year Report (BEYR).	CAO B&A
	6	<b>FY 2025-26 Budget Development kick-off meeting</b> (9:00 a.m. - via Zoom)	All Depts
	6	CAO-Budget & Analysis distributes financial assumptions for development of the FY 2024-25 Three-Year Forecast.	CAO B&A
	6	CAO-Budget & Analysis issues preliminary budget baseline funding approach/General Fund Contribution (GFC).	CAO B&A
	6	Issue Capital Improvement Program (CIP) Call for Project Updates to all departments.	PWFP - All Depts
	5-6	Training for <b>EPM</b> functionality, Year-End Estimate, and Three-year Forecast data entry.	CAO B&A
	9	1st EPM HRM to EPM Load & FIN to EPM Load.	ACO ERP, HR
	12	EPM Open for Year-End Estimates & Three-Year Forecast data entry.	CAO B&A
	16-17	<b>EPM</b> Year-End Estimate/Three-Year Forecast Labs.	
	17	<b>Deadline: Auditor-Controller's Office publishes FY 2025-26 Cost Plan plan draft.</b>	ACO
JANUARY 2025	2	Review of HRM report, <b>MC-HRM-POSN-0039</b> Authorized Position, correction/cleanup as needed to match authorized position with employee and FTE counts; match BOS Adopted/Current Year BOS approved position updates.	HR & Finance - All Depts
	2	<b>Deadline:</b> Service departments issue <b>UPDATES TO</b> FY 2024-25 Year-end Estimate (if applicable) and FY 2025-26 charges to customer departments (I.T., telecom, records retention, vehicle mtc, fleet mgmt, courier/mail svcs., ERP, etc.).	Info Tech, RMA, Auditor
	3	<b>Deadline:</b> Depts submit HRM PSMT (position changes) to Central HR.	HR Analysts - All Depts
	3	<b>Deadline: Depts finalize Year-End Estimate and Three-Year Forecast data entry in EPM.</b>	All Depts
	3	<b>Deadline:</b> Human Resources Updated Salary Tables for Approved and Completed Wage Analyses	Human Resources
	3	Depts to have all new and reallocated positions finalized before 2nd HRM to <b>EPM</b> Load.	HR & Finance - All Depts
	3	B&A Analysts begin review/analysis of Year-End Estimates, Three-Year Forecast, fund balance, mid-year cost adjustments, etc.	CAO B&A
	6	Departments review FY 2025-26 Proposed State Budget.	All Depts
	6	<b>Deadline:</b> Other Fund departments submit year-end estimated fund balance, cancellations & provisions to obligated fund balance.	Fund Mgrs, FMs
	8	<b>Deadline:</b> Depts submit narrative to CAO B&A regarding proposed State Budget Impacts.	All Depts
	8	CAO B&A issues memo advising departments of "BLACKOUT" dates and related Board Report language.	CAO B&A
	10	State Budget Impacts Board Report to begin workflow through Legistar for BoS mtg.	CAO B&A
	17	2nd HRM to EPM Load, <b>EPM</b> closed for baseline preparation.	ACO ERP, HR
	17	<b>Deadline: CAO Analysts finalize Year-End Estimates and Three-Year Forecast data entry in EPM.</b>	CAO B&A

**Budget Development Schedule  
FY 2025-26**

PLEASE NOTE: This schedule is subject to change.

Date	Task/Issue	Lead
JANUARY 2025	17 <b>Deadline:</b> Departments enter capital project updates into thce CIP Database.	All Depts
	24 Open <b>EPM</b> for Baseline Budget data entry.	ACO ERP, HR
	24 <b>Deadline:</b> Depts. submit narratives for Three-Year Forecast.*	CAO B&A
	24 <b>Deadline:</b> Departments submit pictures to CAO B&A for the FY 2025-26 Recommended Budget Book.	All Depts
	24 <b>Deadline:</b> Departments submit Requests to Classify (RTC) forms for FY 2025-26 new or reallocated positions to Central HR for approval.	HR Analysts - Applicable Depts
	29 <b>Budget Committee Meeting</b> - receives State Budget Impacts report.	CAO B&A
FEBRUARY	3 Departments run <b>4301/4305/4306</b> reports, verify correct position data transferred from HRM.	HR & Finance - All Depts
	3-5 <b>EPM</b> training for Budget Development 'Baseline' and Budget Augmentations.	CAO B&A
	4 <b>Deadline:</b> LDPC (HRM Labor Distribtuion Profile Codes) Requests to add/delete/update due to ERP for FY 2025-26.	HR & Finance - All Depts
	5 FY 2024-25 Three-Year Forecast & General Financial Policies begins Legistar workflow for BC & BoS mtg.	CAO B&A
	7 <b>Deadline:</b> Submit all HR-reviewed/approved RTCs for new or revised positions to CAO Budget & Analysis.	Dept HR, Central HR
	7 <b>Deadline:</b> Departments submit Performance Measures for Recommended Budget Book to CAO Budget & Analysis.	All Depts
	13 <b>Board of Supervisors Meeting</b> - receives State Budget Impacts report.	CAO B&A
	18 Complete input of all Board approved positions for the current year (from the 2nd HRM load thru March 31, 2025) in HRM.	Central HR/Dept HR Analysts/CAO
	19-21 <b>EPM</b> Budget Development Baseline and Budget Augmentations Labs.	CAO B&A
	19 Review of HRM report, MC-HRM-POSN-0039 Authorized Position vs - <b>4305/4306</b> to compare and verify Current Year Allocations to continue for FY 2025.	HR & Finance - All Depts
	19 <b>Deadline:</b> CAO B&A review Request to Classify (RTC) forms/follow up as needed.	CAO B&A, HR, Depts
	19 <b>BLACKOUT:</b> Last day for position changes (new/reallocations) until adoption of FY 2025-26 Budget.	CAO B&A, HR, All Depts.
	19-21 Depts. review requested positions; update info as needed; confirm current position info (position code/count).	DHs/ FMs & HR
	26 <b>Budget Committee Meeting</b> - (1:00 p.m. - Monterey Room) Receives Three-Year Forecast & General Financial Policies.	CAO B&A
MARCH	3 <b>Deadline:</b> Departments finalize FY 2025-26 baseline and budget augmentation requests in <b>EPM</b> . Confirm positions; include related approved RTCs as attachments.	All Depts/FMs
	4 <b>EPM</b> Requested Budget/Stage 1 closed.	ACO ERP, CAO B&A
	7 CAO Analysts complete preliminary data entry in EPM for FY 2025-26 Recommended Budget.	CAO B&A
	7 Recommendation from Budget Director to CAO on available fund balance and budget augmentations.	CAO B&A
	10 Capital Committee Meeting - (3:30 p.m. - Monterey Room) - PWFP presents Draft CIP, unfunded CIP projects.	CAO B&A/PWFP
	11 <b>Board of Supervisors Meeting</b> - receives Three-Year Forecast & General Financial Policies.	CAO B&A
	11 <b>Deadline:</b> Other Fund Departments submit revised fund balance and cancellations and provisions for reserves/designations, if appropriate, for year-end estimate and requested budget.	Fund Mgrs, FMs
	20 Recommended Budget Book - Budget Narratives Training and Lab.	CAO B&A
	21 <b>Department Heads Budget Workshop</b> - Place TBD - 9:00 a.m.	CAO B&A
	24 Board Report on Status on the Development of FY 2025-26 Recommended Budget begins Legistar workflow (for Special Budget Workshop of the Board on 4/2/25 - date subject to change).	CAO B&A
	26 <b>Budget Committee Meeting</b> - (1:00 p.m. - Monterey Room).	CAO B&A
31 <b>Deadline:</b> Departments update CAO Analysts on significant changes to year-end estimate based on third quarter actuals.	Applicable Depts	
APRIL	1 CAO Analysts make final adjustments to EPM FY 2024-25 Year-end Estimate, if material, based on third quarter estimates.	CAO B&A
	2 <b>Special Meeting of the Board of Supervisors - Budget Workshop</b> on the Status on the Development of the Recommended Budget - Board Chambers - 9:00 a.m.	CAO B&A
	4 Preliminary confirmation to departments regarding FY 2025-26 recommended budget augmentation requests.	CAO
	4 Individual DH meetings w/CAO if appealing FY 2025-26 recommendations.	CAO - DHs
	7 <b>Deadline:</b> Departments finalize Requested Budget narratives, including recommended budget augmenation requests.	All Depts
	7 Communicate Layoff Positions to Budget Analyst and Central HR.	HR & Finance - All Depts
	7 Inform Central HR if extension is needed for filled Allocation on Loan Positions.	HR & Finance - All Depts
	7 CAO Analysts revise Recommended Budget and Recommended Budget Book narratives, third-quarter year-end estimate changes, and BoS approved budget modifications.	CAO B&A
7 Verify balanced FY 2025-26 Recommended Budget.	CAO B&A	

### Budget Development Schedule FY 2025-26

PLEASE NOTE: This schedule is subject to change.

	Date	Task/Issue	Lead
<b>APRIL</b>	7	Create EPM to HRM "Draft" position worksheet for departments to review/confirm.	ACO - ERP
	4/9-4/30	Departments review "draft" position worksheet and confirm all positions, transfers, reorgs, reallocations, deletions, etc.	HR & Finance - All Depts
	11	CAO and Auditor-Controller review Year-end Estimated Fund Balance, Cancellations, & Reserves.	CAO B&A
	30	<b>Budget Committee Meeting</b> (1:00 p.m. - Monterey Room).	CAO B&A
<b>MAY</b>	1	<b>Deadline: Dept. HR and finance sign off "Draft" EPM to HRM position spreadsheet to Auditor's Office.</b>	HR/Finance/All Depts
	1	<b>Deadline: All Advantage HRM transactions to reflect positions in EPM have been workflowed through CAO B&amp;A and HR.</b>	All Depts
	5	Auditor-Controller's Office provides Gann Limit information and Schedules for Recommended Budget Book.	CAO B&A & Auditor
	5	Prepare Notice to Taxpayers to publish by 5/15 (10 days before Public Hearings).	CAO B&A
	6	FY 2025-26 Recommended Budget goes to print.	CAO B&A
	7	FY 2025-26 Recommended Budget Summary Report(s) due in Legistar workflow (for BC).	CAO B&A
	7	Begin preparing "Adopted Budget" Board Reports for all agencies in Legistar, to be finalized immediately following Budget Hearings.	CAO B&A
	16	FY 2025-26 Recommended Budget available for review by public & departments.	CAO B&A
	21	<b>Budget Committee Meeting</b> - receives FY 2025-26 Recommended Budget Summary. (*Special meeting)	CAO B&A
	23	BoS - FY 2025-26 Recommended Budget Agenda(s) posted (for 5/28 & 5/29 hearings).	CAO B&A
	28-29	<b>FY 2025-26 Recommended Budget Hearings (5/28 &amp; 5/29, date subject to change).</b>	CAO B&A
<b>JUNE</b>	2	<b>Deadline: Submit detailed worksheet to Central HR and A/C-ERP for any position changes directed by Board at Budget Hearings.</b>	CAO B&A
	2-3	Reconciliation and tabulation of position changes made during Budget Hearings.	Central HR/ACO ERP/CAO B&A
	2-3	Verify necessary position and budget changes based on Budget Hearing actions by the Board, for <b>EPM</b> data entry and preparation of Adopted Budget Resolution.	CAO B&A
	3	Create <b>EPM</b> to HRM "final" position spreadsheet for departmental review/verification.	ACO ERP, Central HR
	2-4	Prepare worksheets to identify Budget Hearing changes to Recommended Budget, detailed by Fund, Dept, Unit, line item for revenue, expenditures, for data entry in <b>EPM</b> and SBFS revisions.	CAO B&A
	2-4	Final "Adopted Budget" changes data entry in <b>EPM</b> for all accounting details by department, all position changes in SBFS, verify through FSQs and Advantage reports <b>EPM</b> Stage 3.	CAO B&A
	2-9	Finalize and workflow 9+/- individual Board Reports in Legistar for adoption of FY 2025-26 Budgets for all Board of Supervisors governed agencies and special districts (for 6/17/25 BoS mtg.)	CAO B&A
	17	<b>Board of Supervisors Meeting</b> - Adoption of FY 2025-26 Budget.	CAO B&A
	18	<b>Deadline: Position (PSMT) draft documents and employee (ESMT) draft documents updated and review completed. Dept. HR and finance sign off on position and employee documents to Auditor's office.</b>	HR & Finance - All Depts
	20	Load EPM to HRM "Final" position spreadsheet to HRM as draft documents.	ACO ERP
	20	Load ESMT to HRM as draft documents.	ACO ERP
	18-20	EPM approved FY 2025-26 budget data moved to FIN Advantage ( <b>or Oracle ERP</b> ).	ACO ERP
	20-24	Position (PSMT) - Position Authorization (PAMT) - Employee (ESMT) documents finalized.	ACO ERP
20-25	Department verification of budgets in FIN Advantage, Expense/Revenue query pages ( <b>MC-FIN-BA-0200/0201</b> ), Expense vs Budget/Revenue vs Budget.	Finance Staff/All Depts	
25	<b>Budget Committee Meeting</b> - (1:00 p.m. - Monterey Room).	CAO B&A	
<b>JULY</b>	1	Departments compare FY 2025-26 Adopted Budget to HRM report (MC-HRM-POSN-0039) authorized positions to verify position and FTE counts.	HR & Finance - All Depts
	1	Departments verify positions finalize manual entries to HRM with Central HR coordination when discrepancies found in authorized positions & FTE counts and employees.	HR & Finance - All Depts, Central HR

\* Departments should submit narratives for their General Fund operations and, if applicable, for the following major funds: NMC, Road Fund, Library Fund, Behavioral Health Fund, Local Revenue Fund 2011, Health & Welfare Realignment Fund, and Parks & Lake Resorts operations, Emergency Communications.



# County of Monterey

## Item No.12

### Board Report

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

Legistar File Number: WRAFIN 24-097

November 08, 2024

**Introduced:** 11/1/2024

**Version:** 1

**Current Status:** Agenda Ready

**Matter Type:** WRA Finance Item

Set next meeting date and discuss future agenda items.

**MONTEREY COUNTY WATER RESOURCES AGENCY**  
**AND** JDI Electrical Services, Inc.  
**AGREEMENT FOR SERVICES**

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

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

1. Employment of CONTRACTOR. Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the **Scope of Work/Work Schedule set forth in Exhibit A:**
  - (a) The scope of work is briefly described and outlined as follows:  
Perform inspection, testing, maintenance and repair of electrical equipment at the Nacimiento Dam hydroelectric power plant and substation, and perform other electrical services as-requested.
  - (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 October 1, 2023 by CONTRACTOR and Agency, and will terminate on June 30, 2026, unless earlier terminated as provided herein.
  
3. Payments to CONTRACTOR: maximum liability. Subject to the limitations set forth herein,



Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is Fifty Thousand Dollars

(\$ 50,000.00 ).

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 listed in Section 26.
- (c) CONTRACTOR agrees that Agency may withhold five percent (5%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to Agency.
- (d) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.
- (e) CONTRACTOR shall not be reimbursed for travel expenses unless expressly approved in writing in accordance with this Agreement.

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

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

6. Insurance.

6.1 Evidence of Coverage:

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

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

6.2 Qualifying Insurers:

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

6.3 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

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

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

#### 6.4 Other Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

26. Contract Administrators.

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

---

Agency's designated administrator of this Agreement shall be  
 Manuel Saavedra

---

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

TO AGENCY	TO CONTRACTOR
Name: Manuel Saavedra	Name: David Ma
Address: 1441 Schilling Place - North Building Salinas, CA 93901	Address: 624 Commerce Ct. Manteca, CA 95336
Telephone: (831) 755-4860	Telephone: (925) 518-8707
Fax: (831) 424-7935	Fax: (209) 239-7914
E-Mail: saavedram@co.monterey.ca.us	E-Mail: davidma88.dm@gmail.com

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



**MONTEREY COUNTY WATER RESOURCES AGENCY**  
**AND** JDI Electrical Services, Inc.  
**AGREEMENT FOR SERVICES**

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

**MONTEREY COUNTY WATER RESOURCES AGENCY:**

**CONTRACTOR:**

BY: <sup>DocuSigned by:</sup>  
*Ara Azhderian*  
1F182FFB49A2436...

Ara Azhderian  
General Manager

Date: 9/6/2023 | 5:00 PM PDT

BY: *[Signature]*

Type Name: Jeff Traser

Title: President

Date: 9-5-23

BY: *[Signature]*

Type Name: Sandy Traser

Title: V.P. / office manager

Date: 9-5-23

\* 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.

( JDI Electrical Services, Inc )  
Agreement/Amendment No # ( )

\*\*\*\*\*

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

Approved as to fiscal provisions:

DocuSigned by:  
*Kelly L. Danton*  
22D690CA05A940B  
Assistant County Counsel

DocuSigned by:  
*Ezequiel Vega Rios*  
7D289913E628402...  
Administrative Analyst

Dated: 9/6/2023 | 1:19 PM PDT

Dated: 9/6/2023 | 4:31 PM PDT

\_\_\_\_\_  
County Counsel – Risk Manager:

DocuSigned by:  
*Jennifer Forsyth*  
4E7E657875454AE...  
Auditor-Controller <sup>2</sup>:

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

Dated: 9/6/2023 | 3:07 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/WORK SCHEDULE

#### Scope of Work:

CONTRACTOR will provide, on an as-directed basis preventive maintenance inspections, testing, and repairs of electrical equipment at the Nacimiento Dam hydroelectric power plant and substation for a period of three (3) years including, but not limited, to the following:

- Protective Relays
- Circuit Breakers
- Switches
- Motor Control Centers
- Instrumentation
- Transformers (Dry and Oil Type)
- Control Panel Circuits
- Cables/Wiring

CONTRACTOR will provide:

- Qualified electricians and technicians with experience working on hydroelectric power generation facilities.
- All necessary instruments and equipment required for interfacing with hydroelectric power generation systems.
- Preventive maintenance and repair services according to recommended industry standards for hydroelectric power generation and substation equipment.
- Notification to Agency upon discovery of any of questionable conditions found during inspections and will recommended corrective action.
- Documentation of preventive maintenance inspection findings and results.
- Protection of people and property.

#### Work Schedule:

CONTRACTOR will begin and complete performance of services within timeline provided by the Agency.

Project ID:

JDI Electrical Services, Inc.

**EXHIBIT B**  
**FEE SCHEDULE**

CONTRACTOR shall be compensated for the work as set forth in the Scope of Work and for other services as directed by the Agency on a Time and Materials basis in accordance with the following rates:

<u>Rates:</u>	<u>*Labor Rates/Hour:</u>
Standard	\$200.00
Over Time	\$300.00
Double Time	\$400.00
Travel Time	\$170.00

\*These hourly labor rates shall be valid for a period of three (3) years.

**Rate Definition:**

**Standard Rate:** Applies for first eight (8) hour period.

**Over Time Rate:** Applies for next four (4) hours.

**Double Time Rate:** Is anything outside of Standard or Over Time Rate. Saturday work is Over Time rate for first eight (8) hours, and Double Time thereafter. Sundays and Holidays are charged at Double Time rate. All service calls are a four (4) hour minimum.

**Materials:**

Materials to be billed at cost plus ten percent (10%).

Project ID:

JDI Electrical Services, Inc.

## **EXHIBIT C**

### **DELIVERABLES**

#### **Required Document Formats**

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

- Preventive maintenance inspection and testing results report.
- All documents shall be provided digitally to the Agency in Microsoft Word or Excel formats.

## **EXHIBIT D**

### **PROFESSIONAL LIABILITY INSURANCE EXEMPTION**

CONTRACTOR is exempt from Professional Liability Insurance for work described in Exhibit A because the services being provided are maintenance and repair services and do not require CONTRACTOR to perform engineering, design, surveying or compliance regulated design standards for installation and operation.

### **PREVAILING WAGES**

CONTRACTOR and all subcontractors performing work under this contract shall pay wages to their workers employed on such work at not less than general prevailing rate of per diem wages for such work, as required by Labor Code Section 1771. CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Failure to pay such prevailing wages shall subject the employer to the penalties set forth in Labor Code Sec. 1775.

Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: <https://www.dir.ca.gov/oprl/dprevagedetermination.htm>

**AMENDMENT NO. 1 TO  
AGREEMENT FOR SERVICES  
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND  
JDI ELECTRICAL SERVICES, 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 JDI Electrical Services, 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 September 6, 2023 (hereinafter, “Agreement”).

**WHEREAS**, the Parties wish to amend the Agreement by increasing the dollar amount by \$50,000, not to exceed \$100,000, to continue providing services identified in the Agreement.

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

1. Amend Section 3, “Payments to CONTRACTOR; maximum liability” to read as follows:

Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is \$100,000.

Original Agreement	\$50,000
<u>Amendment No. 1</u>	<u>\$50,000</u>
Not to exceed total:	\$100,000

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.

*This space left blank intentionally.*

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Amendment No. 1 JDI Electrical Services, Inc.

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**

DocuSigned by:  
*Ara Azhderian*  
By: \_\_\_\_\_  
1F182FFB49A2435...  
General Manager

Date: 1/12/2024 | 11:57 AM PST

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

DocuSigned by:  
*Kelly L. Donlon*  
By: \_\_\_\_\_  
22D690CA05A940B...  
Assistant County Counsel

Date: 1/11/2024 | 9:43 AM PST

**Approved as to Fiscal Provisions**

DocuSigned by:  
*Patricia Ruiz*  
By: \_\_\_\_\_  
E79EF64E57454F6...  
Auditor-Controller

Date: 1/11/2024 | 11:41 AM PST

DocuSigned by:  
*Ezequiel Vega Rios*  
By: \_\_\_\_\_  
7D289913E628402...  
Administrative Analyst

Date: 1/11/2024 | 11:47 AM PST

**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**

*JDI Electrical Services, Inc.*

\*Contractor Business Name

By: *[Signature]*  
(Signature of Chair, President, or Vice President)

Title: *V. P. Sandy Traser*  
(Print Name and Title)

Date: *1-8-24*

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

Title: *David Ma*  
(Print Name and Title)

Date: *1-8-24*

Amendment No. 1 JDI Electrical Services, Inc.



**MONTEREY COUNTY WATER RESOURCES AGENCY  
AND Industrial Machine Shop, Inc.  
AGREEMENT FOR SERVICES**

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

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

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

Electrical motor repair and rebuilding, well pump and equipment inspection, rebuilding, machining, and fabrication services for the Recycle Water Projects.
  - (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 March 18th, 2024 by CONTRACTOR and Agency, and will terminate on June 30th, 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 Two Hundred and Fifty Thousand Dollars,

(\$ 250,000).

4. Monthly Invoices by CONTRACTOR; Payment.

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

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

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

6. Insurance.

6.1 Evidence of Coverage:

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

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

6.2 Qualifying Insurers:

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

6.3 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

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

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

#### 6.4 Other Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

Agency's designated administrator of this Agreement shall be  
Pete Vannerus

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

TO AGENCY	TO CONTRACTOR
Name: Pete Vannerus	Name: Kyle Wilson
Address: 1441 Schilling Pl., Salinas, CA	Address: 805 Vertin Ave, Salinas, CA 93901
Telephone: 831.755.4860	Telephone: 831-424-3471
Fax: 831.424.7935	Fax:
E-Mail: VannerusP@co.monterey.ca.us	E-Mail: Imssalinas@yahoo.com



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

**MONTEREY COUNTY WATER RESOURCES AGENCY  
AND Industrial Machine Shop, Inc.**  
**AGREEMENT FOR SERVICES**

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

**MONTEREY COUNTY WATER  
RESOURCES AGENCY:**

**CONTRACTOR:**

BY: DocuSigned by:  
*Ara Azhderian*  
1F182FFB49A2435...

BY: 

Ara Azhderian  
General Manager

Type Name: Kyle Wilson

Title: general manager

Date: 4/2/2024 | 8:59 AM PDT

Date: 3/5/2024

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>:

Approved as to fiscal provisions:

DocuSigned by:  
*Kelly L. Doulon*  
22D690CA06A940B...  
Assistant County Counsel

DocuSigned by:  
*Ezequiel Vega Rios*  
7D289913E628402...  
Administrative Analyst

Dated: 4/1/2024 | 8:26 AM PDT

Dated: 4/2/2024 | 8:42 AM PDT

County Counsel – Risk Manager:

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

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

Dated: 4/2/2024 | 7:23 AM 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

The scope of work shall include but is not limited to:

- Electrical motor repair and rebuilding
  - Well pump and equipment inspection, rebuilding, machining
  - Fabrication services
  - Any additional services IMS can provide
- All for the Recycle Water Project Facilities and Infrastructure
- Immediate needs are attached as a quoted item in Exhibit B

EXHIBIT B  
FEE SCHEDULE

Services for immediate needs are quoted below for the work at the Salinas River Diversion Facility. All other services and future needs shall be billed on a time and material basis at the rates:

- \$100 per hour for regular time during normal business hours
- \$150 per hour for overtime hours and weekend hours outside normal business hours
- Material no more than 10% markup

Industrial Machine Shop

805 Vertin Ave.  
 Salinas, CA 93901  
 Phone: (831)424-3471  
 E-Mail: imssalinas@yahoo.com

**Quote**

Date	Quote #
1/23/2024	3959

<b>Name / Address</b>
Monterey County Water Resources Agency

Rep	Project
	SRDF Pumps

Item	Description	Total
Repairs	Flowway vertical turbine pump Large 40' lift pump 2 stage 14" bowl unit Disassemble completely Pressure wash all parts Load up column pipe, head and couplers for powder coat - to be handled by customer (pick up and delivery) Rebuild 2 stage 14" bowls Trim impeller necks Bore and war ring bowls to match Replace all bushings Make up new 416 stainless steel bolts Repair bottom stainless steel strainer Make up 5 - 416 stainless steel line shafts Make up 1 shaft if needed Head nut and key Replace 6 couplers Replace spider sleeves Replace spider inserts Assemble unit  Materials: Spider sleeves Spider inserts 60' of 1 15/16" 416 stainless steel shaft Stainless steel bolts Packing 5 - 1 15/16" x 2 7/16" brass bushings 12" x 10" x 6" long brass bar  300 HP hollow shaft vertical motor Disassemble Clean and inspect Pressure wash	68,600.00
<b>Total</b>		

**Industrial Machine Shop**

805 Vertin Ave.  
 Salinas, CA 93901  
 Phone: (831)424-3471  
 E-Mail: imssalinas@yahoo.com

**Quote**

Date	Quote #
1/23/2024	3959

<b>Name / Address</b>
Monterey County Water Resources Agency

Rep	Project
	SRDF Pumps

Item	Description	Total
	Bake, dip and rebake Balance rotor Replace all bearings Meg test Assemble and test run motor Material and labor included Sales Tax	0.00
<b>Total</b>		<b>\$68,600.00</b>

**MONTEREY COUNTY WATER RESOURCES AGENCY**  
**AND** Salinas Valley Barb Wire  
**AGREEMENT FOR SERVICES**

This is an agreement (“Agreement”) between the Monterey County Water Resources Agency, hereinafter called "Agency," and Salinas Valley Barb Wire, a california company hereinafter called "CONTRACTOR".

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

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

- (a) The scope of work is briefly described and outlined as follows:  
installation and/or removal of Barb wire fencing, pipe fencing, iron fencing, no climb fencing, wood fencing, chain link fencing, gates and other items pertaining to fencing, fence installation and/or removal, pipeline installation, water trough installation, excavation, grading and brush removal for agency properties.
- (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, 2023 by CONTRACTOR and Agency, and will terminate on June 30, 2026, unless earlier terminated as provided herein.

3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein,



Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is  
One Hundred Thousand Dollars no Cents \_\_\_\_\_,

(\$ 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 agrees that Agency may withhold five percent (5%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to Agency.
- (c) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.
- (d) CONTRACTOR shall not be reimbursed for travel expenses unless expressly approved in writing in accordance with this Agreement.

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

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

6. Insurance.

6.1 Evidence of Coverage:

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

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

6.2 Qualifying Insurers:

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

6.3 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

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

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

#### 6.4 Other Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

15. Agency's Rights in Work Product. All original materials prepared by CONTRACTOR in connection with its work hereunder -- including but not limited to computer codes, customized computer routines developed using proprietary or commercial software packages, reports, documents, maps, graphs, charts, photographs and photographic negatives -- shall be the property of Agency and shall be delivered to Agency prior to final payment. CONTRACTOR may utilize any existing materials developed by CONTRACTOR prior to commencement of work under this Agreement, which materials shall remain the property of CONTRACTOR.
16. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which Agency is the grantee, CONTRACTOR shall comply with all provisions of such grant applicable to CONTRACTOR's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.
17. Conflict of Interest. CONTRACTOR warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.
18. Governing Laws. This Agreement is entered into in the County of Monterey, State of California, and shall be construed and enforced in accordance with the laws of the State of California. The parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.
19. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
20. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

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

26. Contract Administrators.

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

---

Agency’s designated administrator of this Agreement shall be  
 Jennifer Bodensteiner

---

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

<b>TO AGENCY</b>	<b>TO CONTRACTOR</b>
Name: Jennifer Bodensteiner	Name: Erick Meyenberg
Address: 1441 Schilling Place - North Building Salinas, CA 93901	Address:
Telephone: 831.755.4860	Telephone: 831.620.5989
Fax: 831.424.7935	Fax:
E-Mail: bodensteinerjm@co.monterey.ca.us	E-Mail: erick@svbarbwire.com

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



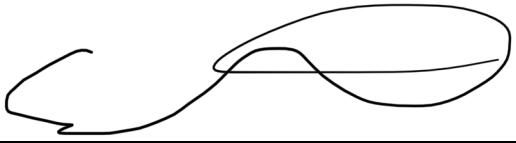
**MONTEREY COUNTY WATER RESOURCES AGENCY**  
**AND** Salinas Valley Barb Wire  
**AGREEMENT FOR SERVICES**

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

**MONTEREY COUNTY WATER RESOURCES AGENCY:**

**CONTRACTOR:**

BY: DocuSigned by:  
*Ara Azhderian*  
1F182FFB49A2435...

BY: 

Ara Azhderian  
General Manager

Type Name: Erick meyenberg

Title: Owner salinas valley barbwire

Date: 6/6/2023 | 10:34 AM PDT

Date: 5-16-23

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.

( Salinas Valley Barb Wire )  
Agreement/Amendment No # ( \_\_\_\_\_ )

\*\*\*\*\*

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

Approved as to fiscal provisions:

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

DocuSigned by:  
*Juan Pablo Lopez*  
A59152F49ADC476...  
Administrative Analyst

Dated: 6/5/2023 | 3:21 PM PDT

Dated: 6/6/2023 | 7:42 AM PDT

\_\_\_\_\_  
County Counsel – Risk Manager:

DocuSigned by:  
*Patricia Ruiz*  
E79EF64E57464F6...  
\_\_\_\_\_  
Auditor-Controller <sup>2</sup>:

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

Dated: 6/6/2023 | 7:19 AM 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/WORK SCHEDULE**

Install and removal of: Barb wire fencing, pipe fencing, iron fencing, no climb fencing, wood fencing, chain link fencing, gates, and other items pertaining to fencing, fence installation or removal.  
Pipeline installation, water trough installation, excavation, grading and brush removal.

# EXHIBIT B FEE SCHEDULE



## Fence Repair: Material Prices

\*Tax not included

Prices Good Through December 31, 2023

T-Posts
6' 1.25: \$6.60
6'-6 1.25: \$6.90
7' 1.25: \$7.40
8' 1.25: \$8.60
9' 1.33: \$13.50
10' 1.33: \$16.50

Powder River Gates or alike
4' : \$350
8' : \$650
10' : \$750
12' : \$850
14' : \$950
16' : \$1,050

Wire/Price per foot
4 pt 14 GA Barb wire: \$0.15
39" Woven Wire: \$1.18
48" Woven Wire: \$1.48
72" Woven Wire: \$2.50
48' Non-climb: \$3.38
2 7/8" Reused pipe: \$4.90
3 1/2" Reused pipe: \$ 5.95

All Material not listed or if after the date above will have a standard 40% mark up.

All Material subject to availability. Some Materials listed may not be available.

\*We do not sell materials, alone we provide material in addition to and with our labor.

# EXHIBIT B FEE SCHEDULE



## Fence Repair: Non-Prevailing Wage, 4 hour minimum

### Labor prices per hour

Fence Laborer	\$62 per hour
Fence Installer	\$75 per hour
Fence Foreman	\$92 per hour
Owner	\$115 per hour
Tractor Operator	\$102 per hour
Welder	\$98 per hour

### Equipment Rates without operator

Mini Excavator	\$90 per hour
Skid Steer on tracks	\$90 per hour
Attachments	\$100 per day
Brush Mower	\$100 per day
Off Road UTV 4x4 or tracked	\$150 per day
Off Road ATV 4x4	\$80 per day
Hauling Material or equipment	\$90 per hour
Welding Truck 4x4	\$90 per hour

\*Price not including fuel. Fuel surcharges dependent on distance from Salinas and current fuel prices.

*Bayview Construction*

# EXHIBIT B FEE SCHEDULE



**Labor and Material : New Fencing Non-Prevailing Wage**

4' Tall, 4 Wire Fencing with T-Posts at 15' on center and 2 7/8" bolted reuse pipe braces where needed per NRCS specs:

Price Per Foot
Flat: \$9.45
Minor Slope: \$9.85
Slope: \$10.45
Steep under 35 degrees: \$ 11.00
Steep 35-45 degrees: \$12.00
Steep 45-65 degrees: \$15.00
Steep 65-80 degrees: \$18.00

- Additional wire: Add 10%
- Additional Brush Removal, Light: Add 15%
- Additional Brush Removal, Heavy: Add 40%

**Labor and Material : D.O.T. Spec 52" Highway and Roadway Fencing**

39" Woven Wire Field Fencing with 2 Barb Wires above. T-Posts at 12' on center. 2 7/8 Bolted Pipe Braces per NRCS Specs

Price Per Foot
Flat: \$12.30
Minor Slope: \$13.00
Slope: \$14.50
Steep under 35 degrees: \$16.00
Steep 35-45 degrees: \$19.00
Steep 45-65 degrees: \$26.00

Additional wire: Add 8% / Additional Brush Removal, Light: Add 12% Additional Brush Removal, Heavy: Add 37%  
**Staging fee: \$800**

**Labor and Material : Gates and Installation**

Powder River Tube or Equal Gates installed with 3 1/2" Brace Pipe on hinge side.

Price Per Gate
4' : \$600
8' : \$1,100
10' : \$1,400
12' : \$1,600
14' : \$1,800
16' : \$2,000

## **EXHIBIT C**

### **DELIVERABLES**

#### Required Document Formats

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

Administrative Draft of Document (for staff review)  
[five (5) unbound copies and one (1) PDF copy]

Screen Check Public Review Draft of Document (for staff review)  
[five (5) unbound copies and one (1) PDF copy]

Public Review Draft  
[XXX (XX) bound copies and xxx (xxx) DVDs]

Final Draft for Board of Director/ Supervisor consideration

Final Document (as adopted by Board of Supervisors)  
[ten (10) bound copies and one USB]

All documents shall be provided digitally to the City in both Microsoft Word and .PDF formats on a USB drive.

Following approval by staff of each final (public draft) report one (1) unbound reproducible original, and two (2) electronic copies shall be delivered to the Agency

For each public agency meeting, deliver:  
one (1) unbound reproducible original, one (1) electronic copy and four (4) print copies of the document