

County of Monterey

1441 Schilling Place
Cayenne Room
Salinas, CA 93901



Meeting Agenda

Wednesday, July 3, 2024

10:00 AM

Cayenne Room 1441 Schilling Place, Salinas Ca 93901

Water Resources Agency Planning Committee

Deidre Sullivan, Chair
Ken Ekelund
Mark Gonzalez
Matthew Simis

To participate in this Planning 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/95511982423>
OR to participate by phone call any of these numbers below:
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+1 301 715 8592 US

Enter this Meeting ID number: 955 1198 2423, PASSWORD: 884853 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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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/95511982423>

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

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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

Roll Call

Public Comment

Committee Member Comments

Consent Calendar

Approve the Action Minutes of the Planning Committee meeting held on June 5, 2024.

Attachments: [Draft Planning Minutes June 5, 2024](#)

Scheduled Items

Consider recommending that the Monterey County Water Resources Agency Board of Directors approve a services contract with Baker Tilly US, LLP for Strategic Planning services for a total amount not to exceed \$212,300; and authorize the General Manager to execute the contract.

(Staff Presenting: Shaunna Murray)

Attachments: [Board Report](#)
[Baker Tilly's Proposed Work Plan June 2024](#)

Consider recommending that the Monterey County Water Resources Agency Board of Directors approve a professional services agreement with Larry Walker Associates for the preparation of an updated Title 22 Engineering Report for the Castroville Seawater Intrusion Project and to assist the Agency in migration to the required Recycle Water Use Permit under the California State General Order for Water Reclamation Requirements, for a total amount not to exceed \$181,390; and authorize the General Manager to execute the contract. (Staff Presenting: Peter Vannerus)

Attachments: [Board Report](#)
[Professional Service Agreement - Larry Walker Associates](#)

Staff Reports

Groundwater Monitoring Regulatory Program Update.
(Staff Presenting: Ara Azhderian)

Calendar

Set next meeting date and discuss future agenda items.

Adjournment



County of Monterey

Item No.

Board Report

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

Legistar File Number: WRAPL 24-028

July 03, 2024

Introduced: 6/26/2024

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Planning Item

Approve the Action Minutes of the Planning Committee meeting held on June 5, 2024.

County of Monterey

1441 Schilling Place
Cayenne Room
Salinas, CA 93901



Meeting Minutes

Wednesday, June 5, 2024

10:00 AM

Water Resources Agency Planning Committee

Deidre Sullivan, Chair
Ken Ekelund
Mark Gonzalez
Matthew Simis

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CUALQUIER

MOTIVO, LA REUNIÓN DEL COMITÉ DE PLANIFICACIÓN PUEDE PAUSARSE MIENTRAS SE INTENTA UNA SOLUCIÓN, PERO LA REUNIÓN DEL COMITÉ DE PLANIFICACIÓN PUEDE CONTINUAR A DISCRECIÓN DEL PRESIDENTE.

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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 10:03 a.m.

Roll Call

Present: Deidre Sullivan (arrived at 10:03 a.m.), Mark Gonzalez, Matthew Simis

Absent: Ken Ekelund

Public Comment

None

Committee Member Comments

None

Consent Calendar

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

Ayes: Mark Gonzales, Diedre Sullivan, Matthew Simis,

Noes: None

Abstained: None

Absent: Ken Ekelund

1. Approve the Action Minutes of the Planning Committee meeting held on April 3, 2024.

Attachments: [Draft Planning Minutes April 3, 2024](#)

Scheduled Items

2. Consider recommending that the Monterey County Water Resources Agency Board of Directors approve a services contract with Baker Tilly US, LLP for Strategic Planning services for a total amount not to exceed \$204,600 and authorize the General Manager to execute the contract.

Attachments: [Board Report](#)
 [DRAFT Baker Tilly's Proposed Work Plan](#)

Upon Motion by the Committee the Committee Tabled recommending the Monterey County Water Resources Board of Directors approve a services contract with Baker Tilly US, LLP for Strategic Planning services for a total amount not to exceed \$204,600 and authorize the General Manager to execute the contract.

Committee recommended to bring item back to Committee with more financial information.

Aye: Matthew Simis, Mark Gonzalez, Deidre Sullivan
Noes: None
Abstained: None
Absent: Ken Ekelund

Committee Member Comments: Matthew Simis, Mark Gonzalez, Deidre Sullivan
Public Comment: Bill Lipe, Ken Ekelund

3. Consider developing a Monterey County Water Resources Agency Training Program for the Board of Directors.

Attachments: [Board Report](#)

Upon Motion by the Committee the Committee Tabled developing a Monterey County Water Resources Agency Training Program for the Board of Directors.

Committee recommended to bring item back to Committee with more information.

Aye: Matthew Simis, Mark Gonzalez, Deidre Sullivan
Noes: None
Abstained: None
Absent: Ken Ekelund

Committee Member Comments: Matthew Simis, Mark Gonzalez, Deidre Sullivan
Public Comment: Ken Ekelund, Bill Lipe

Calendar

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

Adjournment

The meeting adjourned at 11:14 a.m.



County of Monterey

Item No.

Board Report

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

Legistar File Number: WRAPL 24-029

July 03, 2024

Introduced: 6/27/2024

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Planning Item

Consider recommending that the Monterey County Water Resources Agency Board of Directors approve a services contract with Baker Tilly US, LLP for Strategic Planning services for a total amount not to exceed \$212,300; and authorize the General Manager to execute the contract.
(Staff Presenting: Shaunna Murray)

RECOMMENDATION:

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

Approve a services contract with Baker Tilly US, LLP for Strategic Planning services for a total amount not to exceed \$212,300; and authorize the General Manager to execute the contract.

SUMMARY/DISCUSSION:

The Monterey County Water Resources Agency (Agency) Board of Directors adopted a five-year Strategic Plan (Plan) in December 2020 which outlined strategic initiatives through five goal categories. The Agency Board of Directors has held two update workshops, since Plan adoption and recommends holding those annually through the term of the Plan. At that time a new Plan will need to be prepared for an additional 5-year period. Baker Tilly was contracted to perform the 2023 Update Workshop and has prepared a proposal for a multiyear engagement scope of work to provide the services needed to accomplish these goals. The scope includes Management Team workshops in 2024 and 2025 for early engagement on plan implementation; preparations for next annual workshop update; stakeholder engagement, staff survey, compiling and reviewing data; the next five-year plan development; and development of an Implementation Action Plan. The total contract scope is \$212,300, for the three-year engagement.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

The contract total of \$212,300 will be split over multiple fiscal years and be funded through annual budget recommendations in all Agency Funds.

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

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

Attachments:

1. Baker Tilly's Proposed Work Plan, June 2024



County of Monterey

Item No.

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
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RECOMMENDATION:

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Approve a services contract with Baker Tilly US, LLP for Strategic Planning services for a total amount not to exceed \$212,300; and authorize the General Manager to execute the contract.

SUMMARY/DISCUSSION:

The Monterey County Water Resources Agency (Agency) Board of Directors adopted a five-year Strategic Plan (Plan) in December 2020 which outlined strategic initiatives through five goal categories. The Agency Board of Directors has held two update workshops, since Plan adoption and recommends holding those annually through the term of the Plan. At that time a new Plan will need to be prepared for an additional 5-year period. Baker Tilly was contracted to perform the 2023 Update Workshop and has prepared a proposal for a multiyear engagement scope of work to provide the services needed to accomplish these goals. The scope includes Management Team workshops in 2024 and 2025 for early engagement on plan implementation; preparations for next annual workshop update; stakeholder engagement, staff survey, compiling and reviewing data; the next five-year plan development; and development of an Implementation Action Plan. The total contract scope is \$212,300, for the three-year engagement.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

The contract total of \$212,300 will be split over multiple fiscal years and be funded through annual budget recommendations in all Agency Funds.

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

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

Attachments:

1. Baker Tilly's Proposed Work Plan, June 2024

June 25, 2024

Ara Azhderian
General Manager
Monterey County Water Resources Agency
Delivered electronically

Baker Tilly Advisory Group, LP
2570 W El Camino Real
Suite 640
Mountain View, CA 94040
+1 (949) 809 5588
bakertilly.com

Dear Mr. Azhderian:

Thank you for the opportunity to submit this revised proposal to assist the Monterey County Water Resources Agency with strategic planning services. We have prepared a scope of work that reflects our understanding of the Agency's desire to create a final update to its 2020-2025 strategic plan and develop a new strategic plan to cover the years 2026-2031.

Proposed plan of work

Strategic planning is fundamental to successful work planning. It enables the goals of the organization to be aligned with the annual budget process and helps use resources intelligently. Periodic review and updating of a strategic plan ensure that current realities (internal and external) are taken into consideration and appropriately factored into the operations of the organization while developing a new strategic plan on a regular schedule ensures a fresh look at opportunities and challenges.

Based on our experience with strategic planning, our past work with the Agency and our understanding of its needs, we have prepared a plan of work to achieve the goal of an update to the 2020-2025 strategic plan and a new 2026-2031 strategic plan. As you know, our approach emphasizes engagement and partnership with Agency leaders, staff and the community, taking into account the distinctive circumstances of the organization and community. This approach will ensure that the meaningful vision, mission, values, goals, and strategic priorities are articulated to inform budget development as well as the use of resources in the coming years.

Activity 1 – Start project

Task 1.1. Kick off project. We will begin by meeting internally as a team and preparing a project plan based on discussions with the Agency. We will then meet with you, review the project plan and make changes based on your feedback. We will present the project plan to the Agency board committee and again update it with any requested changes. These initial planning meetings will afford us all the opportunity to share information and refine the schedule and approach, so it is comfortably integrated with staff's other work demands during the project.

Task 1.2. Request data. We will provide a document request prior to this meeting and will review the material collected by staff to identify any other data needs. It is likely to include:

- Significant Agency plans and reports
- Agencywide and department organization charts
- Agencywide FTE by department
- Current work plans, mission statements and performance measures from each department
- 25+ high-resolution photos (minimum 300+ dpi) that can be used in the strategic plan document
- Any other documents, data or information that would be helpful for the strategic planning process

Deliverables

- Final work plan, communication plan and schedule

Agency (stakeholder) involvement

- Kickoff meetings with Agency leaders

Baker Tilly communication

- Data request through email
- Emails, phone calls and videoconference calls to set up the kickoff meeting
- Kickoff meetings through videoconference call

Activity 2 – Gather and analyze information

During this activity, we will develop an engagement plan and gather information through questionnaires administered to staff and external stakeholders. Each is described below.

Task 2.1. Develop engagement plan. We will develop an engagement plan in consultation with staff and update it based on their input. We will work with you to determine the engagement activities to gather input from stakeholders in seven separate meetings. We will also work with you and your team to determine the attendee composition, the agenda, meeting tools, scheduling and related logistics. Community engagement meetings will include a combination of in-person and virtual engagement as noted below.

- Three in-person stakeholder input meetings
- Four virtual stakeholder input meetings

Similar to the interviews and questionnaires, we will invite attendees to provide their thoughts about the following:

- What are the strengths, weaknesses, opportunities and threats/challenges (SWOT/C) facing the Agency?
- How can the Agency best create an effective, considered, innovative, and fiscally sustainable strategic plan to achieve specific goals within a set period of time?
- What potential partnerships should be leveraged to efficiently and effectively advance the goals of the Plan?
- What key priorities should the Agency focus on during the next five years?

Task 2.2. Design and administer online staff survey. Agency employees will have important observations and suggestions that will be helpful in creating the strategic plan. Our team will design a confidential online survey to seek their input about vision, mission, values, goals and strategies.

- A member of the senior staff will send the link to all employees. It will be important to provide computer access (or hard-copy surveys) for any staff that do not normally have access, so they are encouraged to participate.
- Once the survey is closed, we will summarize the survey results.

Task 2.3. Design and administer online external stakeholder survey. External stakeholders will also have important observations and suggestions that will be helpful in creating the strategic plan. Our team will design a confidential online survey to seek their input about vision, mission, values, goals and strategies.

- A member of the senior staff will send the link to all emails the Agency has for external stakeholders and post the survey to the Agency's website and social media accounts.
- Once the survey is closed, we will summarize the survey results.

Task 2.4. Review relevant documents. We will review the Agency's budget, current goals and priorities and other plans. We will also review other background materials to understand existing priorities, and other planning initiatives underway that will be important factors and context for updating the current strategic plan and developing the new plan.

At the conclusion of this activity, we will analyze this information as it will provide important input for the strategic planning workshop (described below).

<p>Deliverables</p> <ul style="list-style-type: none">• Memorandum of results from survey responses <p>Agency (stakeholder) involvement</p> <ul style="list-style-type: none">• Employee survey• External stakeholder survey <p>Baker Tilly communication</p> <ul style="list-style-type: none">• Email, phone calls and video to develop surveys• Email to review and approve employee and community surveys• Email that includes sample language to deploy the surveys
--

Activity 3 – Assist with environmental scan.

Task 3.1. Assist with environmental scan. We will meet with Agency staff to review key data points for inclusion in the environmental scan. An environmental scan will provide important information for discussions in the workshops later in the project. Types of information that could be gathered for the environmental scan include the following:

- Demographic trends and projections
- Budget information (revenue and expenditure trends over the past five years and any available financial forecasts)
- Existing services provided and how they have changed over the past several years
- Service demand drivers
- Infrastructure needs profile
- Regional and state mandates and issues of importance to the Agency

We will provide examples of environmental scans to staff.

Task 3.2. Prepare slide deck. After staff prepare the scan, we will prepare a slide deck based on the scan for use in the first workshop, review it with staff and update it based on feedback. We will also review and summarize water agency best practices.

<p>Agency (stakeholder) involvement</p> <ul style="list-style-type: none">• Development of the environmental scan with assistance from Baker Tilly <p>Baker Tilly communication</p> <ul style="list-style-type: none">• Email, phone calls and videoconference calls to advise Agency staff in the preparation of the environmental scan
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Activity 4 – Prepare for final 2020-2025 strategic plan update Board workshop

In preparation for the workshop to develop the final update to the Agency's 2020-2025 strategic plan, we will complete the following tasks:

Task 4.1. Conduct interviews. We will conduct individual interviews with each member of the Agency's Board of Directors and the Agency's leadership team. We anticipate approximately nine one-on-one interviews with the board members and executive staff members. The purpose of these interviews is to obtain input for the final update to the strategic plan and to prepare for development of the 2026-2031 strategic plan. Examples of likely interview questions are:

- What are the strengths, weaknesses, opportunities and threats/challenges (SWOT/C) facing the Agency?
- How should the Agency's vision be expressed?
- Is the current mission statement relevant or should it be changed?
- What core values should guide the Agency's Board and staff in their day-to-day activities?
- How can the Agency best create an effective, considered, innovative, and fiscally sustainable strategic plan to achieve specific goals within a set period of time?
- What potential partnerships should be leveraged to efficiently and effectively advance the goals of the plan?
- What key priorities should the Agency focus on during the next five years?

Task 4.2. Determine workshop participants and coordinate logistics. We will coordinate logistics of the workshops, including location, room setup and other aspects necessary to set the stage for productive sessions for all participants with staff.

Task 4.3. Prepare draft agenda and workshop materials. We will review interview themes and prepare a detailed agenda for the workshops, as well as a briefing book with workshop materials, presentation slide deck and list of deliverables. To ensure the time is used most productively, we are likely to ask participants to complete work in advance of the session. We will review the public agenda with the MCWA board committee for feedback.

Agency (stakeholder) involvement

Availability for interviews, review interview themes and workshop materials

Baker Tilly communication

Participation in interviews and remote meetings/emails to review workshop materials

Activity 5 – Prepare for and facilitate strategic planning workshops

Next, we will facilitate workshops with the Board of Directors, General Manager, senior staff and others, as desired, to review the information gathered in the previous activities and create consensus about the vision, mission, values, goals and strategies that will guide the Agency in the coming year and the five years after that.

Task 5.1. Prepare for and facilitate first workshop. The *first workshop* will focus on a *review of the 2020-2025 strategic plan* and developing an update to cover the final year of the plan. Following the update workshop, we will prepare a summary report, review it with staff, finalize it and present it to the planning committee.

Task 5.2. Prepare for and facilitate second workshop. The *second workshop* will kick off the *2026-2031 strategic plan* and cover the following components, subject to discussions with project leaders:

- Review and discuss the results of stakeholder input
- Review and discuss the environmental scan
- Review the current vision statement and mission statement, and core organizational values and decide whether they remain relevant or need revision

Task 5.3. Prepare for and facilitate third workshop. The *third workshop* will provide stakeholders an opportunity to fine-tune and affirm the *2026-2031 strategic plan* goals and strategies and likely include the following components:

- Finalize any revisions to the Agencywide vision statement and mission statement and core organizational values
- Identify key priorities, goals and objectives and/or initiatives that support the vision, mission, and values of the plan

- Discuss performance measures or key indicators and outcomes that will serve as the basis for measuring progress in plan implementation
- Identify ways to communicate the outcomes of the strategic planning process

Task 5.4. Prepare for and facilitate fourth workshop. The *fourth workshop* will focus on a *review and update to the 2026-2031 strategic plan* and cover successes, results and challenges following the first year of the plan. Like the first workshop, we will prepare a summary report, review it with staff, finalize it and present it to the planning committee.

Our strategic planning workshops are engaging and interactive and are designed to ensure full participation. We use a combination of facilitation techniques, including small and large group discussions. Because we are former local government practitioners, we are attuned to helping workshop participants clarify issues. We understand how to address sensitive issues in a neutral, non-confrontational manner to generate consensus among participants.

Deliverables

- Agendas, workshop briefing documents and materials

Agency (stakeholder) involvement

- Workshops with the Board of Directors and Agency leadership

Baker Tilly communication

- Emails, phone calls and videoconference calls to coordinate logistics
- Email and videoconference call to review the workshop agendas
- In-person facilitation of the strategic planning workshops

Activity 6 – Prepare strategic plan

Task 6.1. Prepare draft strategic plan. The draft strategic plan document will provide direction for allocating Agency efforts and resources. It will be visually pleasing, using photos supplied by the Agency to illustrate goals and highlight some of its assets. It is likely to contain the following components:

- Description of the process, including how data were gathered
- Vision, mission, values
- Priorities and multi-year goals
- Several strategies for each goal
- Performance measures for each priority
- Reporting and accountability mechanisms for the strategic plan

Task 6.2. Develop presentation. We will develop a PowerPoint presentation that will be used to present the draft strategic plan to the Board of Directors. Based on feedback from the Board members, we will make modifications to the draft plan. A final strategic plan document will then be prepared and presented to the Board.

Deliverables

- Draft strategic plan
- PowerPoint presentation of the draft strategic plan
- Final strategic plan
- PowerPoint presentation of the final strategic plan

Agency (stakeholder) involvement

- Presentations to the Board of Directors

Baker Tilly communication

- Email to review the draft strategic plan and PowerPoint presentation
- Videoconference presentation to the Board of Directors
- Email to review the final strategic plan and PowerPoint presentation
- Videoconference presentation to the Board of Directors

Activity 7 – Prepare for and conduct implementation workshop

Task 7.1. Prepare draft implementation plan template. Upon completion of the strategic plan document, we will prepare a draft implementation plan template and facilitate an implementation workshop. The implementation plan will serve as an executable roadmap that transforms conceptual goals into realistic, achievable targets.

For implementation to occur in an orderly and effective manner, we will help staff identify the following elements:

- Key tasks
- Timeline (start and completion dates)
- Resources needed and currently available
- Staff assigned (including a lead person)
- Milestones
- A process for periodic plan reviews, updates, and/or other plan maintenance

Task 7.2. Determine workshop participants and coordinate logistics. We will coordinate logistics of the workshops, including location, room setup and other aspects necessary to set the stage for productive sessions for all participants with staff.

Task 7.3. Prepare draft agenda and workshop materials. We will review interview themes and prepare a detailed agenda for the workshops, as well as a briefing book with workshop materials, presentation slide deck and list of deliverables. To ensure the time is used most productively, we are likely to ask participants to complete work in advance of the session.

Deliverables

- Implementation plan template

Agency (stakeholder) involvement

- Agency leaders will prepare the implementation plan with assistance from Baker Tilly

Baker Tilly communication

- Email, phone calls and videoconference calls to prepare and review the implementation plan

Activity 8 – Prepare for and conduct two Management Team workshops (late summer 2024 and 2025)

Task 8.1. Review progress. In this activity, we will review progress made with the strategic plans. After we meet with General Manager and Deputy General Manager to discuss workshop timeframe and details, we will conduct the following tasks:

Task 8.2. Determine workshop participants and coordinate logistics. We will coordinate logistics of the workshops, including location, room setup and other aspects necessary to set the stage for productive sessions for all participants with staff.

Task 8.3. Prepare draft agenda and workshop materials. Prepare a detailed agenda for the workshops, as well as workshop materials, presentation slide deck and list of deliverables. We will review the workshop tools with the General Manager and the Deputy General Manager.

Task 8.4. Facilitate progress workshop and report results. We will facilitate the Management Team workshop in a similar fashion to the earlier workshops. After the workshop, we will prepare a draft report of results, review them with the General Manager and Deputy General Manager, incorporate their feedback and finalize the report.

Agency (stakeholder) involvement

Availability for interviews, review interview themes and workshop materials

Baker Tilly communication

Participation in interviews and remote meetings/emails to review workshop materials, facilitation

About Baker Tilly

Celebrating more than 90 years serving our valued clients

As a future-looking firm, we celebrate more than 90 years in the marketplace by honoring our roots and continuing to shape our future. We embrace the fact that local governments can't stand still — and we won't stand still. As we help our clients identify new needs and opportunities, we innovate and change to work better.



Delivering specialized expertise to our public sector clients

State and local government is a complex, unique environment shaped by fiscal, regulatory and operational considerations not found in other industries. We recognize this complexity, and we are eager to serve as a truly valued advisor to the public sector. Nationwide, our state and local government practice has served nearly 4,000 state and local governmental entities, including municipalities, special districts, counties, public utilities, school districts and transit.

Public sector: Experience that matters



SUPPORTING STATE AND LOCAL GOVERNMENTS WITH SPECIALIZED EXPERTISE

The Monterey County Water Resources Agency will benefit from the insight Baker Tilly has gained from serving thousands of public sector clients across the United States.

Aligning key engagement team members with your goals

Your handpicked team of professionals offers a collaborative focus supported by the breadth and depth of our firm's national resources. We believe in strong personal relationships, and this means a personal interest in the Monterey County Water Resources Agency from some of our most experienced team members. Engagement team members are introduced below.

ENGAGEMENT TEAM FOR THE MONTEREY COUNTY WATER RESOURCES AGENCY



Christine Butterfield — Senior Manager

Project role: Project manager

Christine has worked in local government since 1993 in Illinois, California and Minnesota. Since joining Baker Tilly, Christine has provided assistance in organization reviews, process improvements, facilitation and strategic planning. She has considerable experience with process improvement and reengineering and has used the LEAN Six Sigma method to make improvements to land use/development entitlement functions. She has a proven ability to lead diverse teams, develop trust and build consensus in a collaborative way. She has held positions of responsibility in organizations with 1,500 employees and a budget of \$500 million (serving a population of 320,000) to communities with only 130 employees (serving fewer than 30,000 people). Christine has served as an assistant city manager and as community development director. The latter involved supervising code enforcement and economic development processes. In this capacity with the City of Cedar Rapids, Iowa, she headed the City's response to the 2008 flooding disaster, the worst disaster in the history of Iowa and one of the most expensive disasters in the history of the United States. Christine has experience managing all municipal operations as well as intergovernmental relations, strategic planning and labor negotiations.



Magda Gonzalez — Special Advisor

Project role: Co-facilitator


Magda is a local government manager who has assisted many California cities with priority setting, team building and strategic planning. She has more than two decades of experience and a passion for executive coaching, civic engagement, community building and leadership development. Magda served as city manager in the California cities of East Palo Alto and Half Moon Bay, with progressively responsible roles in Redwood City, San Bruno and Half Moon Bay, including several leadership positions in human resources and community services. Her expertise includes executive coaching, public speaking in English and Spanish, mediation and facilitation, and organizational leadership. Magda's experience in civic engagement includes developing citizens academies in Spanish and English and facilitating community priority-setting workshops.



Michelle New — Manager

Project role: Co-facilitator and data analyst

Michelle assists public sector clients with strategic plans, city council workshops, organization assessments and comparison analysis studies. She spent 15 years with the City of Santa Maria, where she worked first as a management analyst in the City Manager's Office and then as the human resources manager, responsible for oversight of all aspects of the human resources function. During her tenure, Michelle developed an award-winning succession planning program, overhauled multiple paper processes, actively participated in employee negotiations, coordinated the city's performance, disciplinary and investigative issues and was involved in the citywide budget. She also participated in the coordination of the city's COVID-19 response as one of two contact tracers. Michelle served as a Central Coast regional co-chair

ENGAGEMENT TEAM FOR THE MONTEREY COUNTY WATER RESOURCES AGENCY	
	of the Municipal Management Association of Southern California (MMASC) and is the founding member of the region’s annual Women in Leadership event.
	Suzanne Martin – Senior Consultant
	Project role Data analysis and logistics
	Suzanne performs benchmarking analyses, organizational assessments and analytical research for a wide variety of projects, including operations reviews, user fee assessments, service consolidation studies, and budget stabilization projects. She has worked on several projects listed in the References section of this proposal. Suzanne brings expertise in conducting qualitative and quantitative research. She spent two years as a graduate student intern at the California Public Utilities Commission, where she conducted business services-related program evaluation and policy analysis.

Schedule

The chart below represents our customized approach to deliver strategic planning services to the Monterey County Water Resources Agency on time. We’ll collaborate closely with you to finalize a client service plan that meets all your needs — especially your timing.

ACTIVITY	Sep-Nov 2024	Dec-Feb 2025	Mar-May 2025	Ju-Aug 2025	Sep-Nov 2025	Dec-Feb 2026	Mar-May 2026	Jun-Aug 2026	Sep-Nov 2026	Dec-Feb 2027
Activity 1 – Start project	█									
Activity 2 – Gather information		█	█	█	█	█				
Activity 3 – Conduct analysis		█	█	█	█	█				
Activity 4 – Prepare for final 2020-2025 strategic plan update Board workshop	█	█								
Activity 5 – Prepare for and facilitate strategic planning workshops		█			█					█
Activity 6 – Prepare strategic plan						█				
Activity 7 – Prepare for and conduct implementation workshop							█			
Activity 8 – Prepare for and conduct two Management Team workshops	█				█					

OUR COMMITMENT TO MONTEREY COUNTY WATER RESOURCES AGENCY

Working closely with you and your team, we will co-develop a timeline to deliver on time or ahead of schedule.

Professional fee

The total cost of this three-year engagement is \$212,300, which includes all fees and expenses. We have discounted our average hourly rate to \$250 across our team for this engagement. The ultimate test of a quality project is that the client is pleased with the results, and we are committed to achieving that goal.

SERVICES	FEES
Activity 1 – Start project	\$8,500
Activity 2 – Gather and analyze information and conduct focus group/community meetings	\$29,600
Activity 3 – Conduct analysis	\$16,000
Activity 4 – Prepare for final 2020-2025 strategic plan update Board workshop	\$17,000
Activity 5 – Prepare for and facilitate strategic planning workshops	\$87,200
Activity 6 – Prepare strategic plan	\$11,000
Activity 7 – Prepare for and conduct implementation workshop	\$20,600
Activity 8 – Prepare for and conduct two Management Team workshops	\$22,400
TOTAL FOR ALL SERVICES	\$212,300

OUR TRANSPARENT, FAIR FEE ESTIMATE

MCWRA can expect a competitive fee arrangement and continuous value.

Conclusion

The Monterey County Water Resources Agency will continue to be a valued client of Baker Tilly, and I will be personally involved in all aspects of our relationship, from planning through completion. Thank you for the opportunity to make tangible contributions to your success. Our team is excited to maintain your trust, and we look forward to discussing your questions and feedback.

Sincerely,



Carol Jacobs, Managing Director
Baker Tilly Advisory Group, LP
+1 (949) 809 5588 | carol.jacobs@bakertilly.com

Monterey County Water Resources Agency
June 25, 2024

Accepted for the Monterey County Water Resources Agency by:

Name: _____

Title: _____

Date: _____

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County of Monterey

Item No.

Board Report

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

Legistar File Number: WRAPL 24-030

July 03, 2024

Introduced: 6/27/2024

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Planning Item

Consider recommending that the Monterey County Water Resources Agency Board of Directors approve a professional services agreement with Larry Walker Associates for the preparation of an updated Title 22 Engineering Report for the Castroville Seawater Intrusion Project and to assist the Agency in migration to the required Recycle Water Use Permit under the California State General Order for Water Reclamation Requirements, for a total amount not to exceed \$181,390; and authorize the General Manager to execute the contract. (Staff Presenting: Peter Vannerus)

RECOMMENDATION:

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

Recommend that the Monterey County Water Resources Agency Board of Directors approve a professional services agreement with Larry Walker Associates for the preparation of an updated Title 22 Engineering Report for the Castroville Seawater Intrusion Project and to assist the Agency in migration to the required Recycle Water Use Permit under the California State General Order for Water Reclamation Requirements, for a total amount not to exceed amount of \$181,390; and authorize the General Manager to execute the contract.

SUMMARY/DISCUSSION:

The Castroville Seawater Intrusion Project (CSIP) became active in 1998 and the recycled water usage area is permitted and regulated by the Regional Water Quality Control Board (RWQCB). This project was historically regulated under the Wastewater Discharge Requirement (WDR) Order No. 97-52, but the RWQCB has reviewed the CSIP system and determined the Project should be migrated to Recycle Water Use Permit. In 2016, the State Water Quality Control Board adopted the Water Reclamation Requirements for Recycled Water Use (Order WQ 2016-0068-DDW) and has since been migrating users of Recycle Water over to this permit.

The Agency received a letter from the Central Coast Regional Water Quality Control Board on June 5, 2023, outlining the requirements to migrate to the new Recycle Water Permit with the deadline of September 1st, 2023, to submit the required Approved Title 22 Engineering Report, a Notice of Intent and the annual permit fee of \$3,453. These are required to migrate to the new recycled water use permit. The Agency responded by letter on August 3rd, 2023, to inquire regarding the background for determination of the migration need, along with other questions and requested a meeting. After the meeting with the RWQCB and Agency staff in September 2023, it was determined that the Project did need to migrate to this newer permit as well as provide an updated Title 22 Engineering Report. The RWQCB acknowledged that the short timeline was insufficient to produce the required documents and is working with the Agency on a time extension.

To complete the permit migration, the Agency must produce a Title 22 Engineering Report for CSIP. The Agency released a Request for Qualifications (RFQ) to a list of local consulting firms in March 2024. Responses were evaluated by a panel of Agency staff and Larry Walker Associates (LWA) was selected as the most qualified respondent.

The Scope of Work for the project has two main components: producing an updated Title 22 Engineering report for CSIP and assisting the agency in the application and migration to the new Recycle Water Use Permit. To accomplish the task in the scope, the LWA team will first be reviewing all supporting CSIP documentation, reviewing current system equipment and infrastructure orientation as well as operations. They will evaluate the system against current Title 22 Recycle Water Usage Standards and will determine where and if compliance improvements are needed. The LWA team will then prepare the updated Title 22 Engineering report for CSIP. Once complete, the team will submit the required documents to the RWQCB and assist the Agency in the permit application process until its complete and the new Permit is issued. Additional tasks may be required and are accounted for under as-needed task estimates. The Contract will be from July 1st, 2024, to June 30th, 2026, with a not to exceed amount of \$181,390.

OTHER AGENCY INVOLVEMENT:

Agency staff will work with M1W to identify and locate documents and information required for the Title 22 Engineering Report and permit migration.

FINANCING:

The contract total of \$181,390 will be split over the two fiscal years in the contract term and will be funded through CSIP Fund 131. FY25 includes approximately \$125,000 in budgeted funds for this project.

Prepared by: Peter Vannerus, Associate Water Resources Engineer, (831) 755-4860

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

Attachments:

1. Professional Services Agreement- Larry Walker Associates- CSIP Recycle Water Use Permit



County of Monterey

Item No.

Board Report

Board of Supervisors
Chambers
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OTHER AGENCY INVOLVEMENT:

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FINANCING:

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Prepared by: Peter Vannerus, Associate Water Resources Engineer, (831) 755-4860

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

Attachments:

1. Professional Services Agreement- Larry Walker Associates- CSIP Recycle Water Use Permit

**MONTEREY COUNTY WATER RESOURCES AGENCY
AGREEMENT FOR PROFESSIONAL SERVICES
WITH SURVEYORS, ARCHITECTS, ENGINEERS AND/OR DESIGN
PROFESSIONALS**

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

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

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

Prepare an updated Title 22 Engineering Report for the Castroville Seawater Intrusion Project and assist in migration to a new Recycle Water Use Permit under state General Order Water Reclamation Requirements
 - b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
 - c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
 - d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.
2. **Term of Agreement.** The term of this Agreement shall begin on July 1st, 2024 by CONTRACTOR and Agency, and will terminate on June 30th, 2026, unless earlier terminated as provided herein.

3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is One Hundred and Eighty-One Thousand Three Hundred and Ninety dollars (\$ 181,390 _____).

4. Monthly Invoices by CONTRACTOR; Payment.

a) CONTRACTOR shall submit to Agency an invoice, in a format approved by Agency, setting forth the amounts claimed by CONTRACTOR, together with an itemized basis for such amounts, and setting forth such other pertinent information Agency may require. CONTRACTOR shall submit such invoice monthly or as agreed by Agency, but in no event shall such invoice be submitted later than 30 days after completion of CONTRACTOR's work hereunder. Agency shall certify the claim if it complies with this contract and shall promptly submit such claim to the Monterey County Auditor-Controller, who shall pay the certified amount within 30 days after receiving the invoice certified by Agency. It is understood and agreed that CONTRACTOR shall complete all work described in Exhibit A for an amount not exceeding that set forth above, notwithstanding CONTRACTOR's submission of periodic invoices.

b) CONTRACTOR shall submit to Agency an invoice via email to WRAAccountsPayable@co.monterey.ca.us and to the Contract Administrator 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.

5.1 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any

extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code sections 2782 or 2782.8, the broadest indemnity protection for the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

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

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

6. Insurance.

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

This verification of coverage shall be sent to the Agency's Contact, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the

work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the Agency. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

6.2 Qualifying Insurers:

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

6.3 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

of this Agreement.

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

6.4 Other Insurance Requirements.

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

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

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

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

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Agency, annual certificates to Agency's Contract Administrator. If

the certificate is not received by the expiration date, Agency shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles Agency, at its sole discretion, to terminate this Agreement immediately.

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

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

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

the payment of any consideration to CONTRACTOR, and Agency may proceed with the work in any manner, which it deems proper. Costs incurred by Agency thereby shall be deducted from any sum due CONTRACTOR.

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

negatives -- shall be the property of Agency and shall be delivered to Agency prior to final payment. CONTRACTOR may utilize any existing materials developed by CONTRACTOR prior to commencement of work under this Agreement, which materials shall remain the property of CONTRACTOR.

16. Independent Contractor Compliance with Government Code Section 1097.6(c). This section applies to those situations when a contractor/consultant is awarded a contract for a preliminary phase of a project, with future phases to bid separately. This section does not apply to those situations when a contract is awarded for multiple phases of a project under a single contract/proposal. When applicable, and as described below, CONTRACTOR's duties and services under this Agreement shall not include preparing or assisting the Agency with any portion of the Agency's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the Agency. The Agency shall at all times retain responsibility for public contracting, including with respect to any subsequent phase stemming from this Agreement. CONTRACTOR's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONTRACTOR shall cooperate with the Agency to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if applicable, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONTRACTOR pursuant to this Agreement.
17. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which Agency is the grantee, CONTRACTOR shall comply with all provisions of such grant applicable to CONTRACTOR's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.
18. Conflict of Interest. CONTRACTOR warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.
19. Governing Laws. This Agreement is entered into in the County of Monterey, State of California, and shall be construed and enforced in accordance with the laws of the State of California. The parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.
20. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
21. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

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

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

Denise Conners

Agency’s designated administrator of this Agreement shall be:

Peter Vannerus

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

TO AGENCY

Name: Peter Vannerus
Address:
1441 Schilling Pl., Salinas, CA 93901
Telephone: 831.755.4860
Fax:
E-Mail: Vannerusp@countyofmonterey.gov

TO CONTRACTOR

Name: Denise Conners
Address:
1480 Drew Avenue, #100 Davis, CA 95618
Telephone: 805.585.1835 ext.239
Fax:
E-Mail: denisec@lwa.com

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

**MONTEREY COUNTY WATER RESOURCES AGENCY
AGREEMENT FOR PROFESSIONAL SERVICES
WITH SURVEYORS, ARCHITECTS, ENGINEERS AND/OR DESIGN
PROFESSIONALS**

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

**MONTEREY COUNTY WATER
RESOURCES AGENCY:**

CONTRACTOR: Larry Walker Associates

BY:

BY:



Ara Azhderian
General Manager

Type Name: Jeffrey D. Walker

Title: CFO

Date:

Date: 06 / 19 / 2024

BY: *Brian M Laurensen*

Type Name: Brian M Laurensen

Title: Executive Vice President

Date: 06 / 19 / 2024

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

(_____)
Agreement/Amendment No # (_____)

Approved as to form ¹:

Approved as to fiscal provisions:

Assistant County Counsel

Administrative Analyst

Dated: _____

Dated: _____

County Counsel – Risk Manager:

Auditor-Controller ²:

Dated: _____

Dated: _____

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

² Approval by Auditor-Controller is required

Exhibit A: Scope of Work

Consultant: Larry Walker Associates, Inc.

For the Monterey County Water Resources Agency

Preparation of Title 22 Engineering Report for Recycled Water Use and Distribution for the Castroville Seawater Intrusion Project

July 1, 2024 to June 30, 2026

The Central Coast Regional Water Quality Control Board (Regional Water Board) is transferring permit coverage for the Castroville Seawater Intrusion Project (CSIP) from Recycled Water User Requirements (Regional Water Board Order No. 97-52) to the Statewide General Order Water Reclamation Requirements for Recycled Water Use (State Water Resources Control Board Order 2016-0068-DDW). To obtain permit coverage under the Statewide General Order, the Monterey County Water Resources Agency (MCWRA) must demonstrate CSIP operations comply with current regulations by preparing an updated Title 22 Engineering Report¹, obtaining State Water Resources Control Board Division of Drinking Water (DDW) acceptance of the Engineering Report, and submitting a Notice of Intent (NOI) Technical Report to the Regional Water Board.

MCWRA has requested assistance from Larry Walker Associates, Inc. and Kennedy Jenks Consultants (the LWA Project Team) during preparation of the Title 22 Engineering Report and NOI Technical Report. The following scope of work describes the tasks and deliverables that will be conducted by the LWA Project Team. During project implementation, the LWA Project Manager will have regular check-in calls with MCWRA at an agreed-upon frequency to keep the project on schedule and avoid inefficiencies that can arise when supporting the development of a lengthy, complex documents that require regulatory agency review and approval. The LWA Project Manager will conduct task-level conference calls and communicate with the MCWRA Project Manager, MCWRA staff, and subconsultants as needed to ensure work products are completed on schedule and budget.

Task a. Review CSIP Distribution System and Supporting Documentation

The LWA Project Team will prepare an initial request for information (RFI) to identify information needed from MCWRA for the Title 22 Engineering Report, such as existing agreements with recycled water users and Monterey One Water (M1W), recent monitoring reports, previous Engineering Reports, design criteria for the system, supplemental water supplies/connections, cross connection control program, and recycled water user details (locations, acreage served, historic monthly meter data, crops grown, irrigation method).

The RFI, project schedule, and approach for preparing the Title 22 Engineering Report will be discussed with MCWRA during a project kickoff meeting. During review of the materials, the LWA Project Team will identify information gaps and request additional information that could be needed such as electronic mapping files for the CSIP distribution system with turnout locations, locations of potable water supplies; irrigation management plans; and other current operational details.

Deliverables:

- 1) Schedule and participate in one virtual project kick-off meeting with MCWRA (1.5 hour).

¹ California Code of Regulations Title 22, Section 60323

- 2) Preparation and distribution of meeting notes from the kick-off meeting.
- 3) Preparation and submittal of an initial RFI to obtain project details.
- 4) Preparation and submittal of a follow-up RFI to address information gaps.

Task b. Compare Current Operations and Distribution Usage to Current Requirements for Title 22 Compliance

The LWA Project Team will review the materials and information obtained under Task a to compare current CSIP recycled water program operations to requirements specified in Title 22,² documentation needed for the updated Title 22 Engineering Report,³ and information required for the Statewide General Order NOI. A comparison table will be prepared to identify program or equipment deficiencies and to provide recommendations for MCWRA. The review will include DDW and Regional Water Board areas of concern including connections to supplemental water supplies, cross connection control program, contingency planning, spill reporting, use area inspections and monitoring, and employee training. As needed, improvements or modifications to the physical CSIP system and/or system operations will be provided. The LWA Project Team will discuss the comparison table with MCWRA and prioritize any activities that may be needed for Title 22 Engineering Report acceptance and NOI approval.

Deliverables:

- 1) Preparation and distribution of a comparison table (current CSIP vs. regulatory requirements) that includes recommendations for system or program improvements.
- 2) Emails and phone calls with MCWRA to review the comparison table and decide next steps.

Task c. Prepare Title 22 Engineering Report for CSIP System

The LWA Team will utilize the information obtained under Task a and Task b to prepare a draft Title 22 Engineering Report for submittal to DDW. The Title 22 Engineering Report for the CSIP system will include staff roles and responsibilities, rules and regulations (to protect public health and receiving water quality), supplemental water quality (e.g., Salinas Valley Reclamation Project (SVRP), Supplemental Groundwater Wells, and the Salinas River Diversion Facility), CSIP system reliability and contingency plans, use of supplemental water supplies, recycled water quality and uses, the distribution system and use area design, inspection and monitoring program, and staff training.

The draft Title 22 Engineering Report will be provided to MCWRA for review. The LWA Project Team will respond to MCWRA comments on the draft Engineering Report and provide a final draft version for submittal to DDW. One round of MCWRA comments and LWA Project Team responses is assumed for budgeting purposes. DDW typically provides comments and requests revisions to the Title 22 Engineering Report before it is conditionally accepted and permit conditions can be provided to the Regional Water Board. The LWA Project Team will review DDW comments, work with MCWRA to address the comments, and prepare a revised version of the Title 22 Engineering Report for DDW consideration. One round of DDW comments and MCWRA responses to the comments is assumed for budgeting purposes.

Deliverables:

- 1) Preparation of Draft Title 22 Engineering Report for review by MCWRA.
- 2) Schedule and participate in one meeting to receive MCWRA comments on Draft Title 22 Engineering Report (1 hour).

² California Code of Regulations Title 22, Division 4, Chapter 3

³ Guidelines for the Preparation of an Engineering Report for the Production, Distribution, and Use of Recycled Water, State Water Resources Control Board Division of Drinking Water, June 2023.

- 3) Preparation of Final Draft Title 22 Engineering Report that incorporates MCWRA comments. Submit to DDW.
- 4) Schedule and participate in one meeting with MCWRA to review and develop responses to DDW comments on the Final Draft Title 22 Engineering Report (1 hour).
- 1) As needed, schedule and participate in one meeting with DDW to discuss their comments on the Final Draft Title 22 Engineering Report (1 hour). This may be a combined meeting with the Regional Water Board to review comments on the NOI Technical Report prepared under Task d.
- 5) Preparation of Final Title 22 Engineering Report that incorporates DDW comments. Resubmit to DDW.

Task d. Permit Application Process

The LWA Project Team will assist MCWRA during the application process to transition the CSIP recycled water program to the Statewide General Order. The LWA Project Team will utilize information obtained under Task a and Task b to prepare the NOI Technical Report. The NOI Technical Report will describe the recycled water distribution system (e.g., recycled water storage and transmission), recycled water uses and users, additional site-specific conditions (as applicable), and recycled water program administration. Information related to recycled water use areas and plans associated with recycled water application (e.g., Implementation or Operations and Management Plan) will also be included.

A draft version of the NOI Technical Report will be provided to MCWRA for review. The LWA Project Team will respond to MCWRA comments on the draft NOI Technical Report and provide a final draft for submission to the Regional Water Board. One round of MCWRA comments and LWA Project Team responses is assumed for budgeting purposes.

The Regional Water Board typically provides comments and requests revisions to the NOI Technical Report before the application is determined to be complete. The LWA Team will work with MCWRA to respond to the comments and prepare a final NOI for Regional Water Board consideration. One round of Regional Water Board comments and MCWRA responses to the comments is assumed for budgeting purposes.

Deliverables:

- 2) Preparation of Draft NOI Technical Report for review by MCWRA.
- 3) Preparation of Final Draft NOI Technical Report that incorporates MCWRA comments. Submit to Regional Water Board.
- 4) As needed, schedule and participate in one meeting with Regional Water Board to discuss their comments on the Final Draft NOI Technical Report (1 hour). This may be a combined meeting with DDW to review comments on the Title 22 Engineering Report prepared under Task c.
- 5) Preparation of Final NOI Technical Report that incorporates Regional Water Board comments. Resubmit to Regional Water Board.

Task e. Contingency Items and As-Needed Tasks and Recycled Water Treatment Process Title 22 Review

The additional task of reviewing the treatment processes for the Salinas Valley Reclamation Project (SVRP) and comparing it to Title 22 requirements is requested. This task will pair with the review of the CSIP System with focus on the treatment aspect and the current Title 22 Engineering Report. The goal is to review the SVRP for current compliance and to suggest improvements in the treatment process, reporting/ monitoring, etc. Additional tasks will be conducted at the direction of MCWRA for work not identified in Tasks a, b, c, d. For example, additional rounds of comments from the regulatory agencies that will require further responses and revisions of the Title 22 Engineering Report and NOI. The task may also be used for work that is prescribed during discussions with the regulatory agencies or identified by MCWRA during preparation of the Title 22 Engineering Report. The activities could include

preparation of an operations and maintenance plan or nutrient management plan with an estimation of agronomic rates for each recycled water user (based on crops under cultivation), water and nutrient loading rates, and best management practices; review of the Regional Water Board's draft Notice of Applicability (NOA) for the Statewide General Order and project-specific Monitoring and Reporting Program; modifications of the MCWRA cross connection control program; preparation of training programs for MCWRA staff or recycled water users on the new requirements, or additional technical assessments that may be required by DDW or the Regional Water Board. The budget allocated for this task may be revised based on activities assigned to the LWA Project Team.

Deliverables:

- Preparation of a memo summarizing the review of the recycled water treatment processes and Title 22 compliance with suggested improvements, optimizations, or noting areas out of compliance.
- Preparation of draft work products in response to additional assignments authorized by MCWRA.
- Preparation of final work products that incorporate MCWRA comments. Provide to MCWRA for its records or submit to Regional Water Board and/or DDW.

Exhibit B: Payment Provisions

Proposed Budget

The proposed budget breakdown for the services outlined in Exhibit A is provided below.

Task #	Task Name	Total Hours	Amount
a.	Review CSIP Distribution System and Supporting Documentation	52	\$13,571
b.	Compare Current Operations and Distribution Usage to Current Requirements for Title 22 Compliance	46	\$11,486
c.	Prepare Title 22 Engineering Report for CSIP System	240	\$62,063
d.	Permit Application Process	104	\$26,190
	Total without Additional As-Needed Tasks	442	\$113,310
e.	Additional As-Needed Tasks	197	\$51,591
	Total with Additional As-Needed Tasks	639	\$164,900

10% estimate for confirmed additional Task added (Treatment review memo 6/11/24) \$16,490

Final Contract Total **\$181,390**

Rate sheets for the LWA Team follow this page.



LARRY WALKER ASSOCIATES, INC.

Rate Sheet Effective July 1, 2024 – June 30, 2025

TITLE	RATE (\$/Hour)	REIMBURSABLE COSTS	
Administrative	\$80	Travel	
Contract Manager	\$150	Local Mileage	Current IRS Rate
Graphic Designer	\$138	Auto Rental	Actual Expense
Project Staff I-C	\$146	Room	Actual Expense
Project Staff I-B	\$171	Subsistence and Per Diem Meals ⁽¹⁾	Current GSA Rate
Project Staff I-A	\$196	Breakfast	Current GSA Rate
Project Staff II-B	\$215	Lunch	Current GSA Rate
Project Staff II-A	\$241	Dinner	Current GSA Rate
Senior Staff I	\$261	Incidentals	Current GSA Rate
Senior Staff II	\$281	Report Reproduction and Copying	
Associate I	\$295	Per Color Copy, In-House	\$0.89
Associate II	\$315	Per Black and White Copy, In-House	\$0.08
Vice President	\$332	Per Binding, In-House	\$1.95
Executive Vice President	\$347	Special Postage and Express Mail	Actual Expense
Senior Executive	\$357	Third-Party Material Preparation	Actual Expense
President	\$357	Other Direct Costs	Actual Expense
		Daily Equipment Rental Rates (Daily Rate)	
		Single Parameter Meters & Equipment	\$30.00
		Digital Flow Meter	\$60.00
		Multi-Parameter Field Meters & Sondes	\$100.00
		RTK-GPS, River Surveyor, Tracer Study Equipment	\$250.00
		Multi-Parameter Continuous Remote Sensing	\$40.00
		Field Rig (Field Vehicle and All Equipment)	\$200.00
		Subcontractors	Actual Expense Plus 10% Fee

Note: (1) Charged when overnight lodging is required. U.S. General Services Administration rates specified by location of work at [gsa.gov](https://www.gsa.gov)

Larry Walker Associates Team:
Kennedy Jenks Consultants
2024 Rate Schedule

Name	Title	Rate
Sachiko Itagaki	Engineer Level 8	\$320
Rachelle Thompson	Engineer Level 6	\$275
Claudia Llerandi	Engineer Level 5	\$250

Title	LWA CSIP Title 22 Eng Report and permit PSA
File name	LWA CSIP Title 22...nd permit PSA.pdf
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County of Monterey

Item No.

Board Report

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

Legistar File Number: WRAPL 24-032

July 03, 2024

Introduced: 6/27/2024

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Planning Item

Groundwater Monitoring Regulatory Program Update.
(Staff Presenting: Ara Azhderian)



County of Monterey

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Set next meeting date and discuss future agenda items.