

County of Monterey

*Cayenne Room
1441 Schilling Place
Salinas Ca. 93901*



Meeting Agenda

Tuesday, January 20, 2026

12:00 PM

Cayenne Room - 1441 Schilling Place Salinas, Ca. 93901

Water Resources Agency Board of Directors

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

Participation in meetings:

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

1. You may attend in person

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

3. For ZOOM participation please join by computer audio at: <https://monterevcty.zoom.us/j/94486979351>, passcode 755796

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

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

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Enter this Meeting ID number: 944 8697 9351 when prompted. Please note the Participant Code, 755796 or press # again after the recording prompts you.

You will be placed in the meeting as an attendee; when you are ready to make a public comment if

joined by computer audio please Raise your Hand; and by phone please push *9 on your keypad.

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

CONTINUE AT THE DISCRETION OF THE CHAIRPERSON.

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

Participacion en Reuniones:

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

1. Podar asistir personalmente a la reunion; o,

2. Asistir por Zoom (informacion a continuacion), que observe la transmisión de la reunión de la Junta Directiva en vivo por http://monterey.granicus.com/ViewPublisher.php?view_id=19 o <http://www.mgtvonline.com/>

3. Para participar for ZOOM, por favor únase for audio de computadora por:

[https://monterevcty.zoom.us/j/944 8697 9351](https://monterevcty.zoom.us/j/944%208697%209351)

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

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

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

Call to Order at 12:00 P.M.

Roll Call

Public Comments on Closed Session Items

Recess to Closed Session

1. Closed Session under Government Code section 54950, relating to the following items:
 - a. Pursuant to Government Code section 54956.9(d)(2) and (d)(4), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and the potential initiation of litigation.
 - b. Mario Gonzalez, et al. v. State of California, et al., Monterey County Superior Court Case No. 23CV004194 (as lead coordinated case, including subordinate Monterey County cases: 24CV000215; 24CV000421; 24CVOOO428; 24CV000904; 24CV001269; 25CV004183; and Santa Cruz case: 23CV03022)
 - c. Pursuant to Government Code section 54957(b)(1), the Board will consider the performance of the General Manager of the Water Resources Agency.

Reconvene Meeting at 1:00 P.M.

Pledge of Allegiance

Additions and Correction by Clerk

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

Public Comment

Election of Officers

2. Receive nominations and elect members of the Board of Directors to serve as Chair and Vice-Chair for a two-year term, effective immediately.
3. Chair to make Board of Director committee member assignments to:
 - a. The Finance & Administration Committee, consisting of a Chair, Vice-Chair, and two other members.
 - b. The Planning Committee, consisting of a Chair, Vice-Chair, and two other

members.

c. The Water Resources Advisory Committee, consisting of a Chair, Vice-Chair, and two other members.

Ceremonial Resolution

4. Adopt a Resolution of Commendation recognizing Peter Kwiek for completion of twenty-four years of dedicated service to the Monterey County Water Resources Agency. (Staff: Ara Azhderian)

Presentations

5. Receive an update on recent winter storm activities. (Staff: Shaunna Murray)

Consent Calendar

6. Approve the Action Minutes of the Board of Directors meeting held on November 17, 2025.

Attachments: [draft BOD Minutes November 17, 2025](#)

7. Approve the Minutes of the Board of Directors Special Strategic Planning Workshop held December 8, 2025.

Attachments: [Draft Strategic Workshop Minutes December 8, 2025](#)

8. Approve Amendment No. 1 to the Agreement for Services with Balance Hydrologics for the Carmel River Flooding Impacts Study, to increase the amount of the contract by \$50,000 for a total agreement amount of \$192,300; and authorize the General Manager to execute Amendment No. 1. (Staff: Amy Woodrow)

Attachments: [Board Report](#)

[Att1 Agreement for Services Balance Hydrologics](#)

[Att2 Amendment 1 Balance Hydrologics](#)

[Board Order](#)

9. Approve Amendment No. 3 to the Agreement for Services with the Resource Conservation District of Monterey County (RCDMC) to revise the fee schedule, for services related to the administration of and compliance with Salinas River Stream Maintenance Program 404 and 401 permits; and authorize the General Manager to execute the Amendment. (Staff: Jennifer Bodensteiner)

Attachments: [Board Report](#)
[Executed - Resource Conservation District Agreement original](#)
[Amendment No. 3 - RCD \(Salinas River Stream Maint.\) final](#)
[Executed - Amendment No. 1 \(RCD - SRSM\)](#)
[Executed - Amendment No. 2 \(RCD - SRSM\)](#)
[Board Order](#)

Action Items

10. Adopt the 2026 Board of Directors and Committee Meetings Calendars for the Monterey County Water Resources Agency and approve 1441 Schilling Place, Salinas Ca. 93901 as the Board of Directors Meeting location. (Staff: Shaunna Murray)

Attachments: [2026 Board of Directors Meeting Calendar](#)
[2026 Committee Meeting Dates](#)
[2026 JBL Committee Meeting Dates](#)
[Board Order](#)

11. Approve Amendment No. 1 to the Professional Service Agreement with Larry Walker and Associates for the CSIP Title 22 Engineering Report and Permit Migration Project, to increase the dollar amount by \$219,860.00 for a total contract amount not to exceed \$401,250.00; and authorize the General Manager to execute Amendment No. 1. (Staff: Peter Vannerus)

Attachments: [Board Report](#)
[Executed - Larry Walker & Associates](#)
[Amendment No. 1- Larry Walker- CSIP T22 Report and Permit-Final](#)
[Board Order](#)

12. Consider authorizing execution of a Professional Services Agreement with Vega Economics for a maximum amount payable of one hundred seventy thousand dollars (\$170,000) to perform a dam ownership regulatory program cost study. (Staff: Ara Azhderian)

Attachments: [Board Report](#)
[Vega Economics Agreement](#)
[Board Order](#)

13. Consider forming an Ad-Hoc Committee to respond to the January 12, 2026, letter received from certain Nacimiento Reservoir boat dock licensees requesting a transitional process to address un-encapsulated foam dock floats and other boat dock program compliance issues. (Staff: Ara Azhderian)

Attachments: [MCWRA Boat Dock Correspondence](#)

Key Information and Calendar of Events

14. January and February 2026 Calendars.

Attachments: [January 2026](#)
[February 2026](#)

General Manager's Report

15. 1. Personnel
2. Groundwater Monitoring Program
3. Dam Safety & Operations Future Funding Strategy
4. Water Resources Advisory Committee
5. Coordination with the Salinas Valley Basin Groundwater Sustainability Agency

Attachments: [General Manager's Report January 20, 2026](#)

Committee Reports

16. Committee Agenda's for December 2025 and January 2026:

- Water Resources Agency Reservoir Operations Advisory Committee Agenda
- Water Resources Agency Finance Committee Agenda
- Water Resources Personnel and Administration Committee Cancellation Notice
- Water Resources Agency Basin Management Advisory Committee
- Water Resources Agency Planning Committee Cancellation Notice
- Water Resources Agency Board of Directors Special Strategic Planning Workshop Agenda
- Water Resources Agency Board of Directors Cancellation Notice
- Joint Water Resources/Board of Supervisors Leadership Committee Rescheduling Notice

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

Attachments: [final ResOps Agenda December 11, 2025](#)
[final Finance Agenda December 5, 2025](#)
[final P&A December 5, 2025 Cancellation Notice](#)
[final BMAC December 3, 2025 Cancellation Notice](#)
[final Planning December 3, 2025 Cancellation Notice](#)
[Board of Directors Special Strategic Planning Workshop Agenda December 8, 2025](#)
[final Board of Directors Cancellation Notice December 15, 2025](#)
[JBL Rescheduling Notice January 26, 2026](#)
[final ResOps Cancellation Notice January 2026](#)
[final Finance Cancellation Notice January 2026](#)
[final P&A Cancellation Notice January 2026](#)
[final BMAC Cancellation Notice January 2026](#)
[final Planning Cancellation Notice January 2026](#)

Information Items

17. 2025 Well Permit Application Activities Update. (Staff: Guillermo Diaz-Moreno)

Attachments: [2025 Well Permit Application Activities](#)

18. Reservoir Storage Release Update Report. (Staff: Joseph Klein)

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

Correspondence

- 19.
1. Email Correspondence dated December 2, 2025 to Ara Azhderian, General Manager, Board of Directors, Monterey County Water Resources Agency from Jonathan Rivera, Commission Counsel, Enforcement Division, Fair Political Practices Commission re: MCWRA Rejection Letter Redacted.
 2. Email correspondence dated December 3, 2025, to Ara Azhderian, General Manager, Board of Directors, Clerk of the Board, Clerks, Piret Harmon, SVBGSA, Chayito Ibarra M1 Water from Bill Lipe, General Public re: General Public Comment-Reflections following FPPC Closure.
 3. Email Correspondence dated January 5, 2026, to Ara Azhderian, General Manager, Shaunna Murray Deputy General Manager, Monterey County Water Resources Board of Directors, from Bill Lipe, General Public Comment re: Triage and Transition Alternative Implementation Packet.
 4. Email Correspondence dated January 7, 2026, to Ara Azhderian, General Manager, Board of Directors, Monterey County Water Resources, Clerks, from Bill Lipe, General Public Comment re: Public Comment Agenda Item 2.1 - Board Packet Supplement-Executive Comparison of Reservoir Data.
 5. Email Correspondence dated January 7, 2026, to Ara Azhderian, General

Manager, Board of Directors, Monterey County Water Resources, Clerks, from Bill Lipe, Public Comment Agenda Item 2.1: SGMA Engine Reality Check.

6. Email Correspondence dated January 12, 2026, to Ara Azhderian, General Manager, Board of Directors, Clerk, from Rick Kleinsasser, MCWRA Board of Directors Meeting January 20, 2026 Letter.

Attachments: [MCWRA Rejection Letter_Redacted](#)
[General Public Comment Re:FPPC Closure](#)
[Triage and Transition Alternative Implementation Packet](#)
[Public Comment Agenda Item 2.1 Board Packet Supplement - Executive Comp](#)
[Public Comment Agenda Item 2.1 SGMA Engine Reality Check](#)
[MCWRA Board of Directors Meeting-Boat Dock Correspondence](#)

Board of Directors Comments

Adjournment



County of Monterey

Item No.1

Board Report

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

Legistar File Number: WRAG 26-015

January 20, 2026

Introduced: 1/14/2026

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

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

a. Pursuant to Government Code section 54956.9(d)(2) and (d)(4), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and the potential initiation of litigation.

b. Mario Gonzalez, et al. v. State of California, et al., Monterey County Superior Court Case No. 23CV004194 (as lead coordinated case, including subordinate Monterey County cases: 24CV000215; 24CV000421; 24CV000428; 24CV000904; 24CV001269; 25CV004183; and Santa Cruz case: 23CV03022)

c. Pursuant to Government Code section 54957(b)(1), the Board will consider the performance of the General Manager of the Water Resources Agency.



County of Monterey

Item No.2

Board Report

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

Legistar File Number: WRAG 26-006

January 20, 2026

Introduced: 1/9/2026

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Receive nominations and elect members of the Board of Directors to serve as Chair and Vice-Chair for a two-year term, effective immediately.



County of Monterey

Item No.3

Board Report

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

Legistar File Number: WRAG 26-007

January 20, 2026

Introduced: 1/9/2026

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Chair to make Board of Director committee member assignments to:

- a. The Finance & Administration Committee, consisting of a Chair, Vice-Chair, and two other members.
- b. The Planning Committee, consisting of a Chair, Vice-Chair, and two other members.
- c. The Water Resources Advisory Committee, consisting of a Chair, Vice-Chair, and two other members.



County of Monterey

Item No.4

Board Report

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

Legistar File Number: WRAG 25-204

January 19, 2026

Introduced: 12/3/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Adopt a Resolution of Commendation recognizing Peter Kwiek for completion of twenty-four years of dedicated service to the Monterey County Water Resources Agency. (Staff: Ara Azhderian)



County of Monterey

Item No.5

Board Report

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

Legistar File Number: WRAG 26-012

January 20, 2026

Introduced: 1/13/2026

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Receive an update on recent winter storm activities. (Staff: Shaunna Murray)



County of Monterey

Item No.6

Board Report

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

Legistar File Number: WRAG 25-200

January 20, 2026

Introduced: 11/25/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Approve the Action Minutes of the Board of Directors meeting held on November 17, 2025.

County of Monterey

*Board of Supervisor's Chambers
168 W. Alisal St., 1st Floor
Salinas, Ca 93901*



Meeting Minutes

Monday, November 17, 2025

12:00 PM

**Board of Supervisor's Chambers
168 W. Alisal St., 1st Floor Salinas, Ca. 93901**

Join Via Zoom at <https://montereycty.zoom.us/j/99769079850>

Water Resources Agency Board of Directors

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

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

Participacion en Reuniones:

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

-

1. Podar asistir personalmente a la reunion; o,

2. Asistir por Zoom (informacion a continuacion), que observe la transmisión de la reunión de la Junta Directiva en vivo por http://monterey.granicus.com/ViewPublisher.php?view_id=19 o <http://www.mgtvonline.com/>

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[https://montereycty.zoom.us/j/997 6907 9850](https://montereycty.zoom.us/j/99769079850)

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

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

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

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

Call to Order at 12:00 P.M.

The meeting was called to order at 12:03pm

Roll Call

Present: Mike LeBarre, Matt Simis, Mark Gonzalez, Ken Ekelund, Mike Scattini, Jason Smith (arrived 12:04), John Baillie, Jon Conaster.
Absent: Deidre Sullivan

Public Comments on Closed Session Items

None

1. Closed Session under Government Code section 54950, relating to the following items:
 - a. Pursuant to Government Code section 54956.9(d)(2) and (d)(4), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and the potential initiation of litigation.
 - b. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
 1. *Ed Borchard & Sons, LLC v. Monterey County Water Resources Agency*, Monterey County Superior Court Case No. 25CV00461.
 2. *Mario Gonzalez, et al. v. State of California, et al.*, Monterey County Superior Court Case No. 23CV004194 (as lead coordinated case, including subordinate Monterey County cases: 24CV000215; 24CV000421; 24CV000428, 24CV000848; 24CV000904; 24CV001269; 25CV004183; and Santa Cruz case: 23CV03022)

Recess to Closed Session

Reconvene Meeting at 1:00 P.M.

The meeting reconvened at 1:02pm., County Counsel has no reportable items from Closed Sessions.

Pledge of Allegiance

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

No additions or corrections.

Public Comment

None

Presentations

2. San Antonio Dam Safety Projects Update. (Presenter: Elise Harden)

Attachments: [San Antonio Dam Update](#)

Committee Member Comments: John Baillie, Matt Simis, Mark Gonzalez, Mike LeBarre
Public Comments: Norm Groot

3. Nacimiento Dam Safety Projects and Status Update. (Presenter: Mark Foxworthy)

Committee Member Comments: Mark Gonzalez
Public Comments: None

4. Overview of the Monitoring Plan for the Deep Aquifers. (Presenter: Amy Woodrow)

Attachments: [Monitoring Plan Deep Aquifers With Appendices 20251028](#)

Committee Member Comments: Mike Scattini, John Baillie
Public Comments: Chris Bunn, Norm Groot

Consent Calendar

Upon Motion by Director John Baillie, Second by Director Jason Smith the Board approved the Consent Calendar.

Ayes: John Baillie, Mike LeBarre, Jon Consater, Jason Smith, Mike Scattini, Ken Ekelund, Mark Gonzalez, Matt Simis

Noes: None

Abstained: None

Absent: Deidre Sullivan

5. Approve the Action Minutes of the Board of Directors meeting held on October 20, 2025.

Attachments: [draft BOD Minutes October 20, 2025](#)

6. Receive the Monterey County Water Resources Agency FY 2025-26 Financial Status Report through September 30, 2025. (Staff: Nan Kim)

Attachments: [Board Report](#)
 [FY26 2025.09 Financial Report](#)
 [Board Order](#)

7. Consider recommending that the Monterey County Water Resources Agency Board of Directors authorize the General Manager to enter into Amendment Number 4 to the Agreement for Services with Maggiora Bros. Drilling, Inc. for the Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Well Destruction Project (Groups B and E) to extend the term to December 31, 2027. (Staff: Amy Woodrow)

Attachments: [Board Report](#)
 [Att1 D1912532 Executed Amd2](#)
 [Att2 Agreement for Services Amendment No3 Maggiora](#)
 [Att3 Agreement for Services Amendment No4Maggiora](#)
 [Board Order](#)

8. Consider recommending that the Monterey County Water Resources Agency Board of Directors authorize the General Manager to enter into Amendment Number 4 to the Agreement for Services with Pacific Coast Well Drilling, Inc. DBA Precision Hydro for the Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley Well Destruction Project (Groups A, C, and D) to extend the term to December 31, 2027. (Staff: Amy Woodrow)

Attachments: [Board Report](#)
 [Att1 D1912532 Executed Amd2](#)
 [Att2 Agreement for Services Amendment3 PCWD](#)
 [Att3 Agreement for Services Amendment4 PCWD](#)
 [Board Order](#)

9. Ratify the Agreement for Services with Sonoma County Water Agency in the amount of \$173,185 for work to be performed related to the *Enhancing Predictive Tools and Operational Strategies for the Nacimiento and San Antonio Dams and Reservoirs Project* (Project). (Staff: Peter Kwiek)

Attachments: [Board Report](#)
 [Sonoma Agreement Final with Exhibits 10.8.25](#)
 [Board Order](#)

Action Items

10. Consider recommendation from the Planning Committee to amend the Agency's Bylaws. (Staff: Ara Azhderian)

Attachments: [Board Report](#)
 [Proposed Amendments to WRA Bylaws - November 17 2025 BOD FINAL DRAFT](#)
 [PC Recommendation to BOD RE WRAC Membership - Noveber 5, 2025](#)
 [Board Order](#)
 [Resolution](#)

Upon Motion of Director Mark Gonzalez Second by Director Jason Smith the Board approved the recommendation of the Planning Committee to amend the Agency's Bylaws.

Ayes: Mark Gonzalez, Jason Smith, Ken Ekelund, Jon Conaster, John Baillie, Mike LeBarre, Mike Scattini, Matt Simis

Noes: None

Abstained: None

Absent: Deidre Sullivan

Board of Director Comments: John Baillie, Ken Ekelund, Mike LeBarre, Matt Simis

Public Comments: Norm Groot, Chris Bunn

11. Consider recommendation from the Planning Committee to recommend the Agency's Board of Supervisors adopt the Monitoring Plan for the Deep Aquifers and authorize execution of a Memorandum of Understanding to memorialize coordination among agencies toward implementing the Monitoring Plan for the Deep Aquifers.

Attachments: [Board Report](#)
 [Deep Aquifers Monitoring MOU rev 2025-10-30 CLEAN DRAFT](#)
 [Monitoring Plan for the Deep Aquifers in the Salinas Valley Groundwater Basin](#)
 [Board Order](#)

Upon Motion of Director Ken Ekelund and Second by Director Jason Smith the Board approves recommendation of the Planning Committee to recommend the Agency's Board of Supervisors adopt the Monitoring Plan for the Deep Aquifers and authorize execution of a Memorandum of Understanding to memorialize coordination among agencies toward implementing the Monitoring Plan for the Deep Aquifers.

Ayes: Ken Ekelund, Jason Smith, Jon Conaster, Mike LeBarre, Mark Gonzalez, Matt Simis, Mike Scattini, John Baillie
Noes: None
Abstained: None
Absent: Deidre Sullivan

Board of Directors Comments: Mike Scattini, Ken Ekelund, Mike LeBarre, Matt Simis, John Baillie
Public Comments: Chris Bunn, Norm Groot

12. Consider recommending the Agency's Board of Supervisors adopt a position regarding a request from the Monterey Peninsula Water Management District to the State Water Resources Control Board to consider modifying the 2009 Cease-and-Desist Order (Staff: Ara Azhderian)

Attachments: [Board Report](#)
 [WRA Letter of Support for Modifications to the Cease-and-Desist Order WR 2016-0016 - DRAFT](#)
 [Board Order](#)

Upon Motion of Director Mark Gonzalez and Second by Director Jason Smith the Board approved recommending the Agency's Board of Supervisors adopt a position regarding a request from the Monterey Peninsula Water Management District to the State Water Resources Control Board to consider modifying the 2009 Cease-and -Desist Order.

Ayes: Mark Gonzalez, Jason Smith, Ken Ekelund, Matt Simis, Mike Scattini, Jon Conaster, Mike LeBarre
Noes: John Baillie
Abstained: None
Absent: Deidre Sullivan

Board of Director Comments: John Baillie, Mike Scattini, Ken Ekelund, Mark Gonzalez, Jason Smith
Public Comments: Chris Bunn, Norm Groot, Marc Kelly

Key Information and Calendar of Events

Board of Director Comments: None
Public Comments: None

13. November, December 2025 and January 2026 Calendars.

Attachments: [November 2025](#)
 [December 2025](#)
 [January 2026](#)

14. Save the Date Strategic Planning Workshop

Attachments: [Save the Date Strategic Planning Workshop](#)

Board of Director Comments: None
Public Comments: None

General Manager's Report

Board of Director Comments: None
Public Comments: None

1. Personnel Update
2. Dam Safety & Operations Financial Strategy
3. SGMA Implementation
4. 2026 Legislative Planning

Committee Reports

Board of Director Comments: Ken Ekelund, John Baillie, Mark Gonzalez, Matt Simis
Public Comments: None

15. Committee Agenda's for October and November 2025:

- Water Resources Agency Reservoir Operations Advisory Committee
- Water Resources Agency Finance
- Water Resources Personnel and Administration Committee Notice
- Water Resources Agency Basin Management Advisory Committee
- Water Resources Agency Planning Committee

Attachments: [final ResOps Agenda October 30, 2025](#)
 [final Finance Agenda November 7, 2025](#)
 [final P&A Agenda November 7, 2025](#)
 [final Revised BMAC Agenda November 5, 2025](#)
 [final Planning Agenda November 5, 2025](#)

Information Items

16. Reservoir Storage and Releases Update Report. (Staff: Joseph Klein)

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

17. Quarterly Salinas Valley Water Conditions Report for the Fourth Quarter of Water Year 2025. (Staff: Guillermo Diaz-Moreno)

Attachments: [Quarterly Rpt 4thQtr WY25 Final](#)

18. 2025 Salinas River Discharge Measurement Series Report. (Staff: Ricardo Carmona)

Attachments: [River Series 2025](#)

Correspondence

Board of Director Comments: None

Public Comments: None

19. 1. Email Correspondence dated October 22, 2025 to Ara Azhderian, General Manager, Board of Directors, Monterey County Water Resources Agency from Nancy Isakson, President, Salinas Valley Water Coalition re: SVWC letter in response to misleading statements.

Attachments: [SVBGSA BOD 10.22.25 final](#)

Board of Directors Comments

Director Ken Ekelund, Director Mark Gonzalez, Director Jason Smith, Director Matt Simis

Adjournment

The meeting was adjourned at 3:21pm.



County of Monterey

Item No.7

Board Report

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

Legistar File Number: WRAG 25-208

January 20, 2026

Introduced: 12/11/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Approve the Minutes of the Board of Directors Special Strategic Planning Workshop held December 8, 2025.

County of Monterey

*Cayenne Room
1441 Schilling Place
Salinas Ca. 93901*



Meeting Minutes

Monday, December 8, 2025

9:00 AM

IN-PERSON SPECIAL MEETING STRATEGIC PLANNING WORKSHOP

**Cayenne Conference Room, 1441 Schilling Place
Salinas, Ca. 93901**

Water Resources Agency Board of Directors

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

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

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

Roll Call

Present: Mike LeBarre, Mark Gonzalez, Ken Ekelund, Deidre Sullivan, Mike Scattini, Matt Simis

Absent: Jon Conatser, Jason Smith, John Baillie

Public Comments on items not on today's agenda.

Staff: Jessell Fenley

Scheduled Matters

2. Hold a workshop to review the Monterey County Water Resources Agency Strategic Plan Update.

Attachments: [Strategic Planning Workbook December 8, 2025](#)

Director Comments: Mark Gonzalez, Mike LeBarre, Mike Scattini, Deidre Sullivan, Ken Ekelund

Public Comments: Marc Kelly, Thomas Virsik

Public Comment

None

Adjournment

The meeting was adjourned at 3:39 pm.



County of Monterey

Item No.8

Board Report

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

Legistar File Number: WRAG 25-207

January 20, 2026

Introduced: 12/11/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Approve Amendment No. 1 to the Agreement for Services with Balance Hydrologics for the Carmel River Flooding Impacts Study, to increase the amount of the contract by \$50,000 for a total agreement amount of \$192,300; and authorize the General Manager to execute Amendment No. 1. (Staff: Amy Woodrow)

RECOMMENDATION:

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

Approve Amendment No. 1 to the Agreement for Services with Balance Hydrologics for the Carmel River Flooding Impacts Study, to increase the amount of the contract by \$50,000 for a total agreement amount of \$192,300; and authorize the General Manager to execute Amendment No. 1.

SUMMARY/DISCUSSION:

On March 1, 2025, the Monterey County Water Resources Agency ("Agency") entered into an Agreement for Services with Balance Hydrologics in the amount of \$142,300 for hydraulic modeling services as part of the Carmel River Flooding Impacts Study ("Study") ("Agreement", Attachment 1). The scope of work includes updating a hydraulic model of the study reach of the Carmel River surrounding the Paso Hondo area in Carmel Valley, CA, and developing and analyzing project alternatives to minimize flooding impacts.

The purpose of the Study is to model and analyze the hydrodynamics of flood flows in a distinct portion of the Carmel River to identify flood protection and management measures that could mitigate historically recurring flooding in the area. To date, Balance Hydrologics has successfully updated the hydraulic model and developed and analyzed five project alternatives. Following a meeting with interested parties on November 17, 2025, a sixth alternative was requested for evaluation, along with expanded community outreach. A technical report documenting work completed during the Study will also be prepared by Balance Hydrologics.

The proposed Amendment No. 1 will add \$50,000 to the Agreement for a total not-to-exceed amount of \$192,300 (Attachment 2). This Amendment is covered within the amount of the original grant funds, within the Planning and Design category of the approved grant budget. The Agency's Finance Committee supported staff's recommendation at its December 2025 meeting.

OTHER AGENCY INVOLVEMENT:

The California Department of Water Resources is providing funding to the Study through Agreement Number 4600015952.

FINANCING:

Funding to complete the Study was provided in full from the California State Budget Act of 2023 and through an agreement with the State Department of Water Resources (“DWR”). Amendment No. 1 is financed fully with the secured grant funding from DWR, which is in Agency Fund 111. The total amount needed for the Agreement in FY 2025-26 is estimated at \$179,000. The FY2025-26 Adopted Budget includes allocations for the Agreement and Fund 111 has sufficient appropriations to pay for the Agreement and Amendment No. 1.

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

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

Attachments:

1. Agreement for Services - Balance Hydrologics
2. Amendment No. 1 - Balance Hydrologics



County of Monterey

Item No.1

Board Report

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

Legistar File Number: WRAG 25-207

January 20, 2026

Introduced: 12/11/2025

Current Status: Draft

Version: 1

Matter Type: WR General Agenda

Approve Amendment No. 1 to the Agreement for Services with Balance Hydrologics for the Carmel River Flooding Impacts Study, to increase the amount of the contract by \$50,000 for a total agreement amount of \$192,300; and authorize the General Manager to execute Amendment No. 1. (Staff: Amy Woodrow)

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The proposed Amendment No. 1 will add \$50,000 to the Agreement for a total not-to-exceed amount of \$192,300 (Attachment 2). This Amendment is covered within the amount of the original grant funds, within the Planning and Design category of the approved grant budget. The Agency's Finance Committee supported staff's recommendation at its December 2025 meeting.

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

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

Attachments:

1. Agreement for Services - Balance Hydrologics
2. Amendment No. 1 - Balance Hydrologics

MONTEREY COUNTY WATER RESOURCES AGENCY AGREEMENT FOR SERVICES

This is an agreement ("Agreement") between the Monterey County Water Resources Agency, hereinafter called "Agency," and Balance Hydrologics, 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:
Update a hydraulic model of the study reach of the Carmel River, surrounding the Paso Hondo area in Carmel Valley, CA; develop and analyze a range of project alternatives to minimize flooding impacts.
 - (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 1, 2025, 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 forty-two thousand three hundred dollars _____, (\$142,300 _____).

4. Monthly Invoices by CONTRACTOR; Payment.

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

(b) CONTRACTOR shall submit to Agency an invoice via email to WRAAccountsPayable@countyofmonterey.gov and to the Contract Administrator listed in Section 27.

(c) CONTRACTOR agrees that Agency may withhold five percent (5%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to Agency.

(d) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.

(e) CONTRACTOR shall not be reimbursed for travel expenses unless expressly approved in writing in accordance with this Agreement.

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

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

6. Insurance.

6.1 Evidence of Coverage:

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

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

6.2 Qualifying Insurers:

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

6.3 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

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

6.4 Other Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Eric Riedner

Agency’s designated administrator of this Agreement shall be:

Amy Woodrow

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

| TO AGENCY | TO CONTRACTOR |
|--|---|
| Name: Amy Woodrow | Name: Eric Riedner |
| Address: 1441 Schilling Place, North Bldg., Salinas, CA 93901 | Address: 800 Bancroft Way, Suite 101, Berkeley, CA 94710 |
| Telephone: 831-294-3882 | Telephone: 510-704-1000 |
| Fax: | Fax: |
| E-Mail: woodrowa@countyofmonterey.gov | E-Mail: eriedner@balancehydro.com |

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

MONTEREY COUNTY WATER RESOURCES AGENCY
AGREEMENT FOR SERVICES

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

MONTEREY COUNTY WATER
RESOURCES AGENCY:

BY: DocuSigned by:
Ara Azhderian
1F162FFB49A2435...
Ara Azhderian
General Manager

Date: 3/5/2025 | 12:36 PM PST

CONTRACTOR:

BY: DocuSigned by:
David Shaw
E493A4898E9C4C0...

Type Name: David Shaw

Title: President/CEO

Date: 2/27/2025 | 4:06 PM PST

BY: Signed by:
Colleen Haraden-Gorski
0876642579804EE...

Type Name: Colleen Haraden-Gorski

Title: V/P; COO

Date: _____

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

(_____)
Agreement/Amendment No # (_____)


Approved as to form ¹:

Approved as to fiscal provisions:

Signed by:

5DA7ECB51BF8438...

Chief Assistant County Counsel


Signed by:

30922505678A4ED...

Administrative Analyst

Dated: 3/5/2025 | 10:57 AM PST

Dated: 3/5/2025 | 12:22 PM PST

County Counsel – Risk Manager:

DocuSigned by:

E79EF64E67454F6...

Auditor-Controller ²:

Dated: _____

Dated: 3/5/2025 | 11:10 AM PST

¹ Approval by County Counsel is required, and/or when legal services are rendered
² Approval by Auditor-Controller is required

EXHIBIT A

Scope of Work

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

Balance Hydrologics

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Schedule

Work start date: March 2025

Task 1 completion date: April 2025

Task 2 completion date: June 2025

Task 3 completion date: October 2025

Task 4 completion date: October 2025

Task 5 completion date: November/December 2025

EXHIBIT B

Fee Schedule

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

| Task Number and Description | Principal | Senior Professional | Project Professional | Sr. Staff Professional | Staff Professional | Assistant Professional | GIS/CADD Senior Analyst | Sr. Proj Admin | Report Specialist | Labor Costs For Task |
|---|-------------|---------------------|----------------------|------------------------|--------------------|------------------------|-------------------------|----------------|-------------------|----------------------|
| | Hourly Rate | \$245 | \$210 | \$195 | \$190 | \$170 | \$155 | \$155 | \$145 | \$105 |
| Task 1. Backgrounding and Data Collection | 8 | 36 | | | 24 | 36 | | 32 | | \$25,160.00 |
| Task 2. Existing Conditions Hydraulic Modeling | 8 | 64 | | | | 48 | | 36 | | \$29,140.00 |
| Task 3. Project Alternatives Development | 12 | 64 | | | | 72 | | 96 | | \$43,500.00 |
| Task 4. Project Alternatives Hydraulic Modeling | 8 | 48 | | | | 48 | | 24 | | \$23,920.00 |
| Task 5. Reporting | 8 | 24 | | | | 12 | | 12 | 6 | \$11,530.00 |
| Task 6. Communications and Project Management | 8 | 16 | | | | 4 | | 8 | | \$7,160.00 |
| Subtotal Hours | 52 | 252 | | | 24 | 220 | | 200 | 8 | 6 |
| Total Hours | 762 | | | | | | | | | |

Notes:

TOTAL LABOR \$140,410.00

Expenses from Table 2 \$1,790.40

GRAND TOTAL \$142,200.40

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

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

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

+Plotting costs vary according to complexity of design.

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

**AMENDMENT NO. 1 TO
AGREEMENT FOR SERVICES BY AND BETWEEN
MONTEREY COUNTY WATER RESOURCES AGENCY AND
BALANCE HYDROLOGICS.**

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 Balance Hydrologics (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 5, 2025 (hereinafter, “Agreement”);

WHEREAS, the Parties wish to amend the Agreement with a dollar amount increase of \$50,000.00, not to exceed \$192,300.00, 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 Ninety-Two Thousand Three Hundred dollars (\$192,300.00)

| | |
|------------------------|-----------------|
| Original Agreement | \$142,300 |
| <u>Amendment No. 1</u> | <u>\$50,000</u> |
| Not to exceed total: | \$192,300 |

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

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

**MONTEREY COUNTY WATER
RESOURCES AGENCY**

By: _____
General Manager

Date: _____

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

By: _____
Chief Assistant County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor-Controller

Date: _____

By: _____
Administrative Analyst

Date: _____

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

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

CONTRACTOR

*Contractor Business Name

By: _____
(Signature of Chair, President or Vice President)

Title: _____
(Print Name and Title)

Date: _____

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

Title: _____
(Print Name and Title)

Date: _____



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

BOARD ORDER No. 26-003

**APPROVE AMENDMENT NO. 1 TO THE AGREEMENT FOR SERVICES WITH BALANCE)
HYDROLOGICS FOR THE CARMEL RIVER FLOODING IMPACTS STUDY, TO INCREASE)
THE AMOUNT OF THE CONTRACT BY \$50,000 FOR A TOTAL AGREEMENT AMOUNT)
OF \$192,300; AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE AMENDMENT)
NO. 1.)**

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

1. Approves Amendment No. 1 to the Agreement for Services with Balance Hydrologics for the Carmel River Flooding Impacts Study to increase amount of contract by \$50,000 for a total agreement amount of \$192,300.
2. Authorizes the General Manager to execute Amendment No. 1.

PASSED AND ADOPTED on this **20th** day of **January 2026**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAINED:

BY: _____, Chair
Board of Directors

ATTEST: Ara Azhderian
General Manager



County of Monterey

Item No.9

Board Report

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

Legistar File Number: WRAG 26-014

January 20, 2026

Introduced: 1/14/2026

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Approve Amendment No. 3 to the Agreement for Services with the Resource Conservation District of Monterey County (RCDMC) to revise the fee schedule, for services related to the administration of and compliance with Salinas River Stream Maintenance Program 404 and 401 permits; and authorize the General Manager to execute the Amendment. (Staff: Jennifer Bodensteiner)

RECOMMENDATION:

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

- a. Approve Amendment No. 3 to the Agreement for Services with the Resource Conservation District of Monterey County (RCDMC) to revise the fee schedule, for services related to the administration of and compliance with Salinas River Stream Maintenance Program 404 and 401 permits; and
- b. Authorize the General Manager to execute the Amendment.

SUMMARY/DISCUSSION:

On June 3, 2021, the Monterey County Water Resources Agency (Agency) entered into a three-year Agreement for Services (Agreement) with the RCDMC in the amount of \$71,104.00 to provide services towards the administration of and compliance with the 2016-2025 Salinas River Stream Maintenance Program (SRSMP) 404 and 401 permits.

Under the original agreement, RCDMC provided services and additional tasks to include public outreach, participant consultation and coordination, and providing program updates to the Agency, River Management Unit Association, and the RCDMC Board of Directors, as needed. This was in response to a requested transition by the Agency and a need to streamline reporting, monitoring and work plan submission.

In August 2023, the Board of Directors approved Amendment No. 1 to increase the total contract amount to \$98,000 to complete the necessary program leadership transfer the RCDMC.

In June 2024, the Board of Directors approved Amendment No. 2 to extend the agreement for three-years and increase the total contract amount by \$217,000.00 for a total contract amount not to exceed \$315,000, for continued services by RCDMC.

The purpose of Amendment No. 3 is to update the fee schedule to reflect current labor rates. Exhibit B - Revised Fee Schedule contains updated labor rates for Fiscal Years 2026 and 2027.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Amendment No. 3 is funded with sufficient appropriation in the Adopted Fiscal Year 25-26 Budget Unit 116.

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

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

Attachments:

1. Original Agreement for Services
2. Amendment No. 3
3. Amendment No. 2
4. 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: WRAG 26-014

January 20, 2026

Introduced: 1/14/2026

Current Status: Draft

Version: 1

Matter Type: WR General Agenda

Approve Amendment No. 3 to the Agreement for Services with the Resource Conservation District of Monterey County (RCDMC) to revise the fee schedule, for services related to the administration of and compliance with Salinas River Stream Maintenance Program 404 and 401 permits; and authorize the General Manager to execute the Amendment.

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- a. Approve Amendment No. 3 to the Agreement for Services with the Resource Conservation District of Monterey County (RCDMC) to revise the fee schedule, for services related to the administration of and compliance with Salinas River Stream Maintenance Program 404 and 401 permits; and
- b. Authorize the General Manager to execute the Amendment.

SUMMARY/DISCUSSION:

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Under the original agreement, RCDMC provided services and additional tasks to include public outreach, participant consultation and coordination, and providing program updates to the Agency, River Management Unit Association, and the RCDMC Board of Directors, as needed. This was in response to a requested transition by the Agency and a need to streamline reporting, monitoring and work plan submission.

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The purpose of Amendment No. 3 is to update the fee schedule to reflect current labor rates. Exhibit B - Revised Fee Schedule contains updated labor rates for Fiscal Years 2026 and 2027.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Amendment No. 3 is funded with sufficient appropriation in the Adopted Fiscal Year 25-26 Budget Unit 116.

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

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

Attachments:

1. Original Agreement for Services
2. Amendment No. 3
3. Amendment No. 2
4. Amendment No. 1

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

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

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

1. 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:
 - (b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
 - (c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
 - (d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.
2. Term of Agreement. The term of this Agreement shall begin on _____ by CONTRACTOR and Agency, and will terminate on _____, unless earlier terminated as provided herein.
3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein,

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

One hundred four dollars,
(\$ 104.00).

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 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
Paul Robins

Agency's designated administrator of this Agreement shall be

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: _____ | Name: _____ |
| Address: _____ | Address: _____ |
| Telephone: _____ | Telephone: _____ |
| Fax: _____ | Fax: _____ |
| E-Mail: _____ | E-Mail: _____ |

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/ Work Schedule
Exhibit B - Fee Schedule
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 _____
AGREEMENT FOR SERVICES**

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

**MONTEREY COUNTY WATER
RESOURCES AGENCY:**

BY: 

Brent Buche
General Manager

Date: E-signed 6/3/2021

CONTRACTOR:

BY: 

Type Name: _____

Title: _____

Date: _____

BY: _____

Type Name: _____

Title: _____

Date: _____


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

(_____)
Agreement/Amendment No # (_____)

Approved as to form ¹:

Approved as to fiscal provisions:



Deputy County Counsel


Administrative Analyst

Dated: 5/18/2021 _____

Dated: 5/20/2021 _____

County Counsel – Risk Manager:


Auditor-Controller ²:

Dated: _____

Dated: 5/18/2021 _____

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

² Approval by Auditor-Controller is required

EXHIBIT A

SCOPE OF WORK/WORK SCHEDULE

RWQCB and USACE Work Plans, Annual Reports and Program Administration Salinas River Stream Maintenance Program **Scope of Work May 2021 – June 2024**

May 5, 2021

Under this Services Agreement, RCDMC Personnel will provide the following services towards administration of and compliance with Salinas River Stream Maintenance Program permits from the US Army Corps of Engineers (USACE) and the Central Coast Regional Water Quality Control Board (RWQCB) for protection of water resources related to the 2021-2023 spring-fall work seasons as outlined below. Task timelines are described by fiscal year (July-June) end date.

A.1 Public outreach mailer / website updates. RCDMC will prepare and mail the annual program notification. RCDMC will also manage the Stream Maintenance Program website, currently hosted by the MCWRA server. Time spent under this task will also include administration of the SMP webmap, currently hosted on the RCDMC ArcGIS online portal.

Deliverables: Annual outreach mailer, updates to MCWRA SMP website and webmap; submit to MCWRA and RMU Association

FY: 2022, 2023

A.2 Participant consultation and coordination. RCDMC will lead setup and coordination with SMP participants regarding all proposed vegetation and sediment management activities. This includes oversight on permit provisions, timing, and attending site visits with SMP participants and operators.

Deliverables: Regular communication with SMP participants and operators, site visits, 401 and 404 certification oversight; submit to RWQCB, USACE and RMU

FY: 2021, 2022, 2023, 2024

A.3 Conduct pre-, during-, and post- sediment inspections. RCDMC will conduct the pre-, during-, and post- sediment inspections for grading and sediment removal activities.

Deliverables: Pre-, during-, and post- sediment inspection survey forms, .pdf; submitted to RWQCB

FY: 2022, 2023, 2024

A.4 Longitudinal profile surveys and data processing. RCDMC will conduct all necessary longitudinal profile surveys for each RMU as described in the Water Quality Certification and USACE permit. This will be used for sediment transport studies. Participants performing sediment removal are also required to perform longitudinal profiles before and after grading and sediment removal project activities. Those longitudinal profiles may be used for the sediment transport studies if they follow the necessary criteria. Time includes field surveys, data processing and chart development for SMP annual reporting.

Deliverables: Pre- and post- river flow event longitudinal profile survey graphs, .pdf and .jpeg; submit to USACE and RWQCB in annual reports.
FY: 2022, 2023, 2024

A.5 Prepare annual report to USACE. RCDMC will prepare and submit the annual report for the USACE 404 certification, due March 31.

Deliverables: USACE annual report, .pdf and .docx; submit to USACE
FY: 2022, 2023, 2024

A.6 Prepare early work plan to RWQCB. RCDMC will prepare and submit the RWQCB early work plan, due May 1. Work plan contents include a spring work season summary, tables describing potential impacts to sensitive species, project activity acreage totals and maps. This work plan is only for arundo retreatment (i.e. herbicide spraying) in the Spring Work Season June 1 – August 30.

Deliverables: RWQCB Early Work Plan, .pdf and .docx; submit to RWQCB
FY: 2021, 2022, 2023

A.7 Prepare annual report to RWQCB. RCDMC will prepare and submit the annual report for the RWQCB 401 certification, due May 31.

Deliverables: RWQCB annual report, .pdf and .docx; submit to RWQCB
FY: 2022, 2023, 2024

A.8 Prepare work plans for USACE & RWQCB. RCDMC will prepare and submit Fall Work Plans for both the 401 and 404 certifications. Fall Work Plan contents include a fall work season summary, tables describing potential impacts to sensitive species, detailed project activity descriptions, acreage totals and maps. The USACE Work Plan is due June 30 and the RWQCB Work Plan is due July 15.

Deliverables: USACE and RWQCB Fall Work Plans, .pdf and .docx; submit to USACE and RWQCB
FY: 2021, 2022, 2023

A.9 Provide consultation with USACE & RWQCB on work plan requests. This task will be dedicated to time spent on providing supplemental Work Plan information in response to USACE and RWQCB comments.

Deliverables: Correspondence with USACE and RWQCB staff, edits to Work Plan submittals; submit to USACE and RWQCB
FY: 2022, 2023, 2024

A.10 Track approvals and submit extensions. RCDMC time will also be dedicated to tracking Spring and Fall Work Plan approvals and submit work season extension requests. This time will be on an as needed basis.

Deliverables: Work season approvals and .pdf letter regarding work season extension request

Agency: RWQCB, USACE and RMU

FY: 2022, 2023, 2024

- A.11 Provide program updates to MCWRA, RMU Assoc. and RCDMC Board of Directors.** RCDMC will prepare and present work season summaries and/or findings to MCWRA, RMU Assoc., RWQCB, USACE, and other regional partnering agencies or stakeholders.

Deliverables: .ppt presentations and ESRI Story Maps; submit to RWQCB, USACE, MCWRA, RCDMC BOD and RMU

FY: 2021, 2022, 2023, 2024

- A.12 Water Quality Certification 401 and RGP 404 permit renewal effort.** RCDMC will lead and administer the 401 and 404 certification renewal. Time allocated for this task will involve meetings with regulatory agencies and as needed updates to ensure re-certifications are approved. MCWRA will pay all necessary renewal fees to the RWQCB, based on the current fee schedule.

Deliverables: 401 and 404 certification approvals; submit to RWQCB, USACE and RMU

FY: 2021, 2022

- A.13 Permit oversight, work plan and report review.** RCDMC time under this task will be dedicated to ensuring permit conditions are upheld and are consistent throughout all program activities. RCDMC will also dedicate this time to reviewing work plans and annual reports before they are submitted to their respective agencies.

Deliverables: Support for tasks above

FY: 2021, 2022, 2023, 2024

EXHIBIT B FEE SCHEDULE

| | | | | | | |
|---|---|---------------------|------------------|------------------|------------------|------------------|
| Salinas River Stream Maintenance Program | | | | | | |
| Resource Conservation District of Monterey County (RCDMC) | | | | | | |
| | | Annual Hours | FY 2021 | FY 2022 | FY 2023 | FY 2024 |
| | | Estimated | Estimated | Estimated | Estimated | Estimated |
| EXPENDITURES | | | | | | |
| Services | | | | | | |
| 1 | Public outreach mailer / webpage updates | 25 | - | 1,650.00 | 1,725.00 | |
| 2 | Participant consultation and coordination | 30 | 900.00 | 1,980.00 | 2,070.00 | 1,080.00 |
| 3 | Conduct pre-, during-, and post- sediment inspections | 18 | - | 1,188.00 | 1,242.00 | 1,296.00 |
| 4 | Longitudinal profile surveys and data processing | 60 | | 3,960.00 | 4,140.00 | 4,320.00 |
| 5 | Prepare Annual Report to USACE* due 3/31 | 30 | - | 1,980.00 | 2,070.00 | 2,160.00 |
| 6 | Prepare Early Work Plan to RWQCB* due 5/1 | 30 | | 1,980.00 | 2,070.00 | |
| 7 | Prepare Annual Report to RWQCB* due 5/31 | 35 | - | 2,310.00 | 2,415.00 | |
| 8 | Prepare Fall Work Plans to USACE & RWQCB, due 6/30 & 7/15 | 30 | 1,800.00 | 1,980.00 | 2,070.00 | |
| 9 | Provide consultation with USACE & RWQCB on work plan requests | 6 | | 396.00 | 414.00 | 432.00 |
| 10 | Track approvals and submit extensions, as needed | 10 | | 660.00 | 690.00 | 720.00 |
| 11 | Provide program updates to MCWRA, RMU Assc., and RCDMC BOD | 4 | 336.00 | 370.00 | 384.00 | 396.00 |
| 12 | Water Quality Certification (401) & RGP (404) permit renewal effort | 40 | 1,680.00 | 3,700.00 | - | |
| 13 | Permit oversight, workplan and report review | 20 | 1,080.00 | 4,760.00 | 4,920.00 | 3,780.00 |
| Expenditures subtotal | | | 5,796.00 | 26,914.00 | 24,210.00 | 14,184.00 |
| Total Expenditures | | | | | | |
| | | | | | | 71,104.00 |
| Short-term transition | | | | | | |
| Accomplish long-term inclusion with SVGSA GSP - comprehensive river maintenance through assessment fees | | | | | | |

| | EXECUTIVE DIRECTOR-RCD | PROGRAM COORDINATOR | ENVIRONMENTAL SCIENTIST | ECOLOGIST | FIELD MANAGER |
|---------|---------------------------|------------------------|----------------------------|---------------------|-----------------------|
| | ROBINS, PAUL | BATES, BRANDT | BARKER, MEGAN | ZEFFERMAN, EMILY | RUVALCABA, JASMINE |
| FY 2021 | \$108 | \$60 | \$64 | \$81 | \$55 |
| FY 2022 | \$119 | \$66 | \$70 | \$90 | \$61 |
| FY 2023 | \$123 | \$69 | \$73 | \$93 | \$64 |
| FY 2024 | \$126 | \$72 | \$77 | \$95 | \$67 |

**AMENDMENT NO. 3 TO
AGREEMENT FOR SERVICES
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND
RESOURCE CONSERVATION DISTRICT OF MONTEREY COUNTY**

THIS AMENDMENT NO. 3 to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, “Agency”) and Resource Conservation District (hereinafter, “CONTRACTOR”) is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and CONTRACTOR are referred to as the “Parties”).

WHEREAS, CONTRACTOR entered into an Agreement for Services with the Agency on April 26, 2021, Amendment No. 1 on August 25, 2023 and Amendment No. 2 on June 25, 2024 (hereinafter, “Agreement”);

WHEREAS, the Parties wish to amend the Agreement with a revision to Exhibit B – Fee Schedule, 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 - REVISED**. The maximum amount payable to the contractor under this contract is Three Hundred fifteen thousand dollars (\$315,000.00)

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

Amendment No. 3 Resource Conservation District
(Salinas River Stream Maintenance Program)

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 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: _____

*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

Resource Conservation District

By: _____
(Signature of Chair, President or Vice President)

Title: _____
(Print Name and Title)

Date: _____

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

Title: _____
(Print Name and Title)

Date: _____

Amendment No. 3 Resource Conservation District
(Salinas River Stream Maintenance Program)

**EXHIBIT B – REVISED
Fee Schedule**

The following are the personnel and fee schedules for FY 25-26

| | |
|-------------------------|-------|
| Executive Director | \$158 |
| Program Coordinator | \$87 |
| Ecologist | \$128 |
| Environmental Scientist | \$103 |
| Field Manager | \$92 |
| Finance Manager | \$86 |
| Operations Manager | \$113 |
| Bookkeeper | \$51 |
| Wildlife Biologist I | \$89 |
| Wildlife Biologist II | \$75 |
| Contracted Biologist | \$195 |

The following are the personnel and fee schedules for FY 26-27

| | |
|-------------------------|-------|
| Executive Director | \$166 |
| Program Coordinator | \$93 |
| Ecologist | \$136 |
| Environmental Scientist | \$109 |
| Field Manager | \$98 |
| Finance Manager | \$91 |
| Operations Manager | \$119 |
| Bookkeeper | \$78 |
| Wildlife Biologist I | \$94 |
| Wildlife Biologist II | \$84 |
| Contracted Biologist | \$215 |

**AMENDMENT NO. 1 TO
AGREEMENT FOR SERVICES
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND
RESOURCE CONSERVATION DISTRICT OF MONTEREY COUNTY**

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 Resource Conservation District (hereinafter, "CONTRACTOR") is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and CONTRACTOR are referred to as the "Parties").

WHEREAS, CONTRACTOR entered into an Agreement for Services with the Agency on April 26, 2021 (hereinafter, "Agreement");

WHEREAS, the Parties wish to amend the Agreement with a dollar amount increase of \$26,896.00, not to exceed \$98,000.00, 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 Ninety-eight thousand dollars (\$98,000.00)

Original Agreement \$71,104
Amendment No. 1 \$26,896
Not to exceed total: \$98,000.00

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.

Amendment No. 1 Resource Conservation District
(Salinas River Stream Maintenance Program)

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

MONTEREY COUNTY WATER RESOURCES AGENCY

By: *Ara Ayhderian*
1F182FFB49A2435...
General Manager

Date: 8/25/2023 | 9:15 AM PDT

Approved as to Form and Legality Office of the County Counsel

By: *Kelly L. Donlon*
22D690CA05A940B...
Assistant County Counsel

Date: 8/24/2023 | 8:39 AM PDT

Approved as to Fiscal Provisions

By: *Jennifer Forsyth*
4E7E657875454AE...
Auditor-Controller

Date: 8/24/2023 | 11:50 AM PDT

By: *Ezequiel Vega Rios*
7D289913E628402...
Administrative Analyst

Date: 8/24/2023 | 5:41 PM PDT

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

Rcdmc

*Contractor Business Name

By: *Paul Robins*
6C731CD42678492...
(Signature of Chair, President or Vice President)

Title: Paul Robins Executive Director
(Print Name and Title)

Date: 8/24/2023 | 6:32 AM PDT

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

Title: _____
(Print Name and Title)

Date: _____

Amendment No. 1 Resource Conservation District
(Salinas River Stream Maintenance Program)

**AMENDMENT NO. 2 TO
AGREEMENT FOR SERVICES
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND
RESOURCE CONSERVATION DISTRICT OF MONTEREY COUNTY**

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 Resource Conservation District (hereinafter, "CONTRACTOR") is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and CONTRACTOR are referred to as the "Parties").

WHEREAS, CONTRACTOR entered into an Agreement for Services with the Agency on April 26, 2021 (hereinafter, "Agreement");

WHEREAS, the Parties wish to amend the Agreement with a term extension to June 30, 2027, and a dollar amount increase of \$217,000.00, not to exceed \$315,000.00, 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 **April 26, 2021**, by CONTRACTOR and Agency, and will terminate on **June 30, 2027**, unless earlier terminated as provided herein.

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

Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to the contractor under this contract is **Three hundred and fifteen thousand dollars and no cents (\$315,000.00)**

| | |
|------------------------|---------------------|
| Original Agreement | \$71,104.00 |
| Amendment No. 1 | \$26,896.00 |
| <u>Amendment No. 2</u> | <u>\$217,000.00</u> |
| Not to exceed total: | \$315,000.00 |

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

Amendment No. 2 Resource Conservation District
(Salinas River Stream Maintenance Program)

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: 1F482FFB49A2435...
General Manager
Date: 6/25/2024 | 9:44 AM PDT

Approved as to Form and Legality
Office of the County Counsel

DocuSigned by:
Kelly L. Doulon
By: 22D690CA05A940B...
Assistant County Counsel
Date: 6/23/2024 | 3:07 PM PDT

Approved as to Fiscal Provisions

DocuSigned by:
Patricia Ruiz
By: E79EF64E57454F6...
Auditor-Controller
Date: 6/24/2024 | 7:34 AM PDT

DocuSigned by:
Trent Hill
By: 30922505678A45D...
Administrative Analyst
Date: 6/24/2024 | 8:28 AM PDT

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

Rcdmc

*Contractor Business Name
DocuSigned by:
Paul Robins
By: 6C731CD42578492...
(Signature of Chair, President or Vice President)
Paul Robins Executive Director
Title: _____
(Print Name and Title)
Date: 6/21/2024 | 2:21 PM PDT

DocuSigned by:
Jennifer Clarke
By: 03B3A67A6C55449...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)
Jennifer Clarke Secretary
Title: _____
(Print Name and Title)
Date: 6/21/2024 | 1:05 PM PDT

Exhibit B – Fee Schedule

(Revised – Amendment No. 2)

| | | | | | |
|---|--|---------------------------|-------------|-------------|-------------|
| Salinas River Stream Maintenance Program | | | | | |
| Resource Conservation District of Monterey County (RCDMC) | | | | | |
| | | Estimated Annual Hours | FY 24-25 | FY 25-26 | FY 27-28 |
| Services | | | | | |
| 1 | Public outreach, program development and webpage updates | 55 | \$ 4,670.00 | \$ 4,950.00 | \$ 5,265.00 |
| 2 | Work Season planning and landowner consultation | 80 | \$ 6,560.00 | \$ 6,960.00 | \$ 7,440.00 |
| 3 | Conduct Pre-maintenance surveys and habitat assessments (25% match) | 120* | \$ 8,880.00 | \$ 9,600.00 | \$ 9,840.00 |
| 4 | Provide onsite biomonitoring during project activities (25% match) | 100** | \$ 7,400.00 | \$ 8,000.00 | \$ 8,200.00 |
| 5 | Conduct pre-, during-, and post- sediment inspections | 85 | \$ 6,970.00 | \$ 7,395.00 | \$ 7,905.00 |
| 6 | Longitudinal profile surveys and data processing | 90 | \$ 7,380.00 | \$ 7,830.00 | \$ 8,370.00 |
| 7 | Prepare Annual Report to USACE* due 3/31 | 30 | \$ 2,460.00 | \$ 2,610.00 | \$ 2,790.00 |
| 8 | Prepare Early Work Plan to RWQCB due 5/1 | 30 | \$ 2,460.00 | \$ 2,610.00 | \$ 2,790.00 |
| 9 | Prepare Annual Report to RWQCB* due 5/31 | 60 | \$ 4,920.00 | \$ 5,220.00 | \$ 5,580.00 |
| 10 | Prepare Fall Work Plans to USACE & RWQCB (due 6/30 & 7/15), track approvals and submit exten | 80 | \$ 6,560.00 | \$ 6,960.00 | \$ 7,440.00 |
| 11 | Provide program updates to MCWRA, RMU Assc., and RCDMC BOD | 12 | \$ 984.00 | \$ 870.00 | \$ 1,116.00 |
| 12 | Field staff, permit and work plan oversight | 40 | \$ 3,280.00 | \$ 3,480.00 | \$ 3,720.00 |
| 13 | Participation in Salinas River HCP TAC and stakeholder groups | 50 | \$ 5,534.00 | \$ 5,872.00 | \$ 6,184.00 |
| 14 | Invoicing, reporting and budget tracking | 24 | \$ 2,248.00 | \$ 2,383.00 | \$ 2,522.00 |
| Expenditures subtotal | | | 68,058.00 | 72,357.00 | 76,640.00 |
| | | | | | |
| Total 3yr Expenditure | | | 217,055.00 | | |

*25% of the total 480 hours required

**25% of the total 400 hours required

| | | | | | | | | | | |
|----------|-----------------------|----------------------------------|---------------------|-----------------------|----------------------------|-----------------------|-------------------------|--------------------------|-------------------------|--------------------|
| | EXECUTIVE DIRECTOR | WATERSHED PROGRAMS MANAGER | ECOLOGIST | PROGRAMS ASSISTANT | ENVIRONMENTAL SCIENTIST | FIELD MANAGER | WILDLIFE BIOLOGIST I | WILDLIFE BIOLOGIST II | CONTRACTED BIOLOGIST | FINANCE MANAGER |
| | ROBINS, PAUL | BATES, BRANDT | ZEFFERMAN, EMILY | GARCIA, AUDREY | BARKER, MEGAN | RUVALCABA, JASMINE | KAVANAGH, GERI | DUBOIS, MASON | | |
| FY 24-25 | \$143.00 | \$82.00 | \$109.00 | \$64.00 | \$86.00 | \$74.00 | \$75.00 | \$60.00 | \$143.00 | \$77.00 |
| FY 25-26 | \$151.00 | \$87.00 | \$116.00 | \$68.00 | \$92.00 | \$80.00 | \$80.00 | \$64.00 | \$147.00 | \$82.00 |
| FY 26-27 | \$158.00 | \$93.00 | \$122.00 | \$73.00 | \$97.00 | \$82.00 | \$85.00 | \$69.00 | \$150.00 | \$86.00 |



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

BOARD ORDER No. 26-004

**APPROVE AMENDMENT NO. 3 TO THE AGREEMENT FOR SERVICES)
WITH THE RESOURCE CONSERVATION DISTRICT OF MONTEREY)
COUNTY (RCDMC) TO REVISE THE FEE SCHEDULE FOR SERVICES)
RELATED TO THE ADMINISTRATION OF AND COMPLIANCE WITH)
SALINAS RIVER STREAM MAINTENANCE PROGRAM 404 AND 401)
PERMITS; AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE)
THE AMENDMENT)**

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

1. Approves Amendment No. 3 to the Agreement for Services with the Resource Conservation District of Monterey County (RCDMC) to revise the fee schedule for services related to the Administration of and Compliance with Salinas River Stream Maintenance Program 404 and 401 permits; and
2. Authorizes the General Manager to execute Amendment No. 3.

PASSED AND ADOPTED on this **20th** day of **January 2026**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAINED:

BY: _____, Chair
Board of Directors

ATTEST: Ara Azhderian
General Manager



County of Monterey

Item No.10

Board Report

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

Legistar File Number: WRAG 26-002

January 20, 2026

Introduced: 12/23/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Adopt the 2026 Board of Directors and Committee Meetings Calendars for the Monterey County Water Resources Agency and approve 1441 Schilling Place, Salinas Ca. 93901 as the Board of Directors Meeting location. (Staff: Shaunna Murray)

2026 SCHEDULE OF REGULAR BOARD OF DIRECTORS MEETING DATES

Board of Directors meetings- held every 3rd Monday @ 12:00pm

(Holidays/Exceptions to these dates/times will be posted in compliance with the Brown Act)

| Board of Directors Meeting |
|----------------------------|
| January 20, 2026 |
| February 17, 2026 |
| March 16, 2026 |
| April 20, 2026 |
| May 18, 2026 |
| June 15, 2026 |
| July 20, 2026 |
| August 17, 2026 |
| September 21, 2026 |
| October 19, 2026 |
| November 16, 2026 |
| December 21, 2026 |

****SCHEDULE OF COMMITTEE MEETING DATES****

PLEASE NOTE DATE/TIME CHANGES

Planning Committee – 1st, Wednesday @ 10:00 AM

Finance & Administration Committee – 1st, Friday @ 9:00 AM

Water Resources Advisory Committee – Last Thursday@1:30PM

(*Holidays/Exceptions to these dates/times will be posted in compliance with the Brown Act)

| PLANNING COMMITTEE | |
|---|---|
| February 4, 2026 | |
| March 4, 2026 | |
| April 1, 2026 | |
| May 6, 2026 | |
| June 3, 2026 | |
| July 1, 2026 | |
| August 5, 2026 | |
| September 2, 2026 | |
| October 7, 2026 | |
| November 4, 2026 | |
| December 2, 2026 | |
| FINANCE & ADMINISTRATION COMMITTEE | WATER RESOURCES ADVISORY COMMITTEE |
| February 6, 2026 | February 26, 2026 |
| March 6, 2026 | March 26, 2026 |
| April 3, 2026 | April 30, 2026 |
| May 1, 2026 | May 28, 2026 |
| June 5, 2026 | June 25, 2026 |
| July 10, 2026 | July 30, 2026 |
| August 7, 2026 | August 27, 2026 |
| September 4, 2026 | September 24, 2026 |
| October 2, 2026 | October 29, 2026 |
| November 6, 2026 | December 3, 2026 |
| December 4, 2026 | |

**2026 SCHEDULE OF JOINT WATER RESOURCES/BOARD OF SUPERVISORS
COMMITTEE MEETING DATES**

Joint Water Resources/Board of Supervisors Leadership meetings- held every 3rd Thursday every
2 months @ 10:30-11:30 a.m.

(Holidays/Exceptions to these dates/times will be posted in compliance with the Brown Act)

| Joint Water Resources/Board of Supervisors Committee Meeting |
|---|
| January 26, 2026 |
| March 19, 2026 |
| May 21, 2026 |
| July 16, 2026 |
| September 17, 2026 |
| November 19, 2026 |
| January 19, 2027 |



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

BOARD ORDER No. 26-001

**ADOPT THE 2026 BOARD OF DIRECTORS AND COMMITTEE MEETINGS)
CALENDARS FOR THE MONTEREY COUNTY WATER RESOURCES)
AGENCY AND APPROVE 1441 SCHILLING PLACE, SALINAS CA. 93901)
AS THE BOARD OF DIRECTORS MEETING LOCATION.)**

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

Adopt the 2026 Board of Directors and Committee Meetings Calendars for the Monterey County Water Resources Agency and approve 1441 Schilling Place, Salinas Ca. 93901 as the Board of Directors meeting location.

PASSED AND ADOPTED on this **20th** day of **January 2026**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAINED:

BY: _____, Chair
Board of Directors

ATTEST: Ara Azhderian
General Manager



County of Monterey

Item No.11

Board Report

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

Legistar File Number: WRAG 26-003

January 20, 2026

Introduced: 12/23/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Approve Amendment No. 1 to the Professional Service Agreement with Larry Walker and Associates for the CSIP Title 22 Engineering Report and Permit Migration Project, to increase the dollar amount by \$219,860.00 for a total contract amount not to exceed \$401,250.00; and authorize the General Manager to execute Amendment No. 1. (Staff: Peter Vannerus)

RECOMMENDATION:

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

Approve Amendment No. 1 to the Professional Service Agreement with Larry Walker and Associates for the CSIP Title 22 Engineering Report and Permit Migration Project, to increase the dollar amount by \$219,860.00 for a total contract amount not to exceed \$401,250.00; and authorize the General Manager to execute Amendment No. 1.

SUMMARY/DISCUSSION:

On July 19th, 2024, the Agency entered into a Professional Services Agreement for consulting services and preparation of an updated Title 22 Engineering Report for the CSIP Distribution System with Larry Walker and Associates (LWA). The consultant was tasked to assist the agency in working with the Regional Water Quality Control Board (RWQCB) to migrate the CSIP System's existing permit (WDR Order No. 97-52) to the Statewide General Order Water Reclamation Requirements for Recycled Water Usage (State Water Resource Control Board Order 2016-0068-DDW). To complete migrating to the New Order and obtaining the permit, the Water Resources Agency must demonstrate CSIP operations comply with current regulations by preparing an updated Title 22 Engineering Report, obtaining the 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.

As of January 2026, LWA completed the review of the CSIP Distribution System and supporting documentation, compared current operations and distribution usage to current requirements for Title 22 compliance, and prepared the draft Title 22 Engineering Report for the CSIP System, along with the draft NOI. The consultant also assisted with additional support tasks for compliance and the Engineering Report. This consisted of document drafting for T22 compliance, such as the Rules and Regulations for users, user training, and obtaining details and information necessary for the Engineering Report from the Users. The Draft Title 22 Engineering Report was submitted to the RWQCB in late May of 2025. The documents were reviewed by both the California Division of Drinking Water (DDW) and the RWQCB. The final comments on the draft documents were received in December 2025.

After internal review and review by the consultants, additional work was identified to complete the project and finalize the submittal. Amendment No. 1 will address the comments received and incorporate them into the final documents to submit for the new permit. This includes revising the Engineering Report, NOI, and other supporting documents. The consultant will also assist in finalizing the Recycled Water User Training and Program Compliance Support Documents, as well as supporting the drafting of clarifying Ordinances and Program Authority for the CSIP System. The final tasks also include assistance with permit implementation and preparing the first Annual Report.

Amendment No.1 for the CSIP Title 22 Engineering Report and Permit Migration Project will increase the dollar amount on the contract by \$219,860.00 for a total contract amount not to exceed \$401,250.00. The Amendment is funded by CSIP Fund 131 under Regulation Compliance Requirement Activities for the CSIP Title 22 Engineering Report and Permit Migration Project in the current Fiscal Year 26, and additional funding will be appropriated for Fiscal Year 27. To date, the consultant has expended nearly all \$181,390 from the original contract. The Amendment is critical to maintain progress without delays. The Finance Committee was cancelled for January, so this item did not have an opportunity to go to the committee and gain support on the staff's recommendation for Amendment No. 1.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Fund 131's FY26 Adopted Budget provides sufficient appropriations for this amendment. The budget includes \$85,000 for the CSIP Regulation Compliance - T22 Report and Permit Migration Project; however, staff now anticipates FY26 expenditures of approximately \$110,000, with the remaining contract balance to be spent in FY27. The additional FY26 cost will be covered by reductions in other services and supplies".

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

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

Attachments:

1. Original Agreement
2. Amendment No. 1



County of Monterey

Item No.10

Board Report

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

Legistar File Number: WRAG 26-003

January 20, 2026

Introduced: 12/23/2025

Current Status: Draft

Version: 1

Matter Type: WR General Agenda

Approve Amendment No. 1 to the Professional Service Agreement with Larry Walker and Associates for the CSIP Title 22 Engineering Report and Permit Migration Project, to increase the dollar amount by \$219,860.00 for a total contract amount not to exceed \$401,250.00; and authorize the General Manager to execute Amendment No. 1. (Staff: Peter Vannerus)

RECOMMENDATION:

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

Approve Amendment No. 1 to the Professional Service Agreement with Larry Walker and Associates for the CSIP Title 22 Engineering Report and Permit Migration Project, to increase the dollar amount by \$219,860.00 for a total contract amount not to exceed \$401,250.00; and authorize the General Manager to execute Amendment No. 1.

SUMMARY/DISCUSSION:

On July 19th, 2024, the Agency entered into a Professional Services Agreement for consulting services and preparation of an updated Title 22 Engineering Report for the CSIP Distribution System with Larry Walker and Associates (LWA). The consultant was tasked to assist the agency in working with the Regional Water Quality Control Board (RWQCB) to migrate the CSIP System's existing permit (WDR Order No. 97-52) to the Statewide General Order Water Reclamation Requirements for Recycled Water Usage (State Water Resource Control Board Order 2016-0068-DDW). To complete migrating to the New Order and obtaining the permit, the Water Resources Agency must demonstrate CSIP operations comply with current regulations by preparing an updated Title 22 Engineering Report, obtaining the 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.

As of January 2026, LWA completed the review of the CSIP Distribution System and supporting documentation, compared current operations and distribution usage to current requirements for Title 22 compliance, and prepared the draft Title 22 Engineering Report for the CSIP System, along with the draft NOI. The consultant also assisted with additional support tasks for compliance and the Engineering Report. This consisted of document drafting for T22 compliance, such as the Rules and Regulations for users, user training, and obtaining details and information necessary for the Engineering Report from the Users. The Draft Title 22 Engineering Report was submitted to the RWQCB in late May of 2025. The documents were reviewed by both the California Division of Drinking Water (DDW) and the RWQCB. The final comments on the draft documents were received in December 2025.

After internal review and review by the consultants, additional work was identified to complete

the project and finalize the submittal. Amendment No. 1 will address the comments received and incorporate them into the final documents to submit for the new permit. This includes revising the Engineering Report, NOI, and other supporting documents. The consultant will also assist in finalizing the Recycled Water User Training and Program Compliance Support Documents, as well as supporting the drafting of clarifying Ordinances and Program Authority for the CSIP System. The final tasks also include assistance with permit implementation and preparing the first Annual Report.

Amendment No.1 for the CSIP Title 22 Engineering Report and Permit Migration Project will increase the dollar amount on the contract by \$219,860.00 for a total contract amount not to exceed \$401,250.00. The Amendment is funded by CSIP Fund 131 under Regulation Compliance Requirement Activities for the CSIP Title 22 Engineering Report and Permit Migration Project in the current Fiscal Year 26, and additional funding will be appropriated for Fiscal Year 27. To date, the consultant has expended nearly all \$181,390 from the original contract. The Amendment is critical to maintain progress without delays. The Finance Committee was cancelled for January, so this item did not have an opportunity to go to the committee and gain support on the staff's recommendation for Amendment No. 1.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Fund 131's FY26 Adopted Budget provides sufficient appropriations for this amendment. The budget includes \$85,000 for the CSIP Regulation Compliance - T22 Report and Permit Migration Project; however, staff now anticipates FY26 expenditures of approximately \$110,000, with the remaining contract balance to be spent in FY27. The additional FY26 cost will be covered by reductions in other services and supplies".

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

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

Attachments:

1. Original Agreement
2. Amendment No. 1

**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 | TO CONTRACTOR |
|---|--|
| Name: Peter Vannerus | Name: Denise Conners |
| Address: 1441 Schilling Pl., Salinas, CA 93901 | Address: 1480 Drew Avenue, #100 Davis, CA 95618 |
| Telephone: 831.755.4860 | Telephone: 805.585.1835 ext.239 |
| Fax: | Fax: |
| E-Mail: Vannerusp@countyofmonterey.gov | 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

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

BY: *Jeffrey D. Walker*

Type Name: Jeffrey D. Walker

Title: CFO

Date: 7/19/2024 | 2:17 PM PDT

Date: 06 / 19 / 2024

BY: *Brian M Laurenson*

Type Name: Brian M Laurenson

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:

DocuSigned by:


22D690CA05A940B...
Assistant County Counsel

DocuSigned by:

30922606678A4ED...
Administrative Analyst

Dated: 7/19/2024 | 11:21 AM PDT

Dated: 7/19/2024 | 2:14 PM PDT

County Counsel – Risk Manager:

DocuSigned by:

4E7E657875454AE...
Auditor-Controller ²:

Dated: _____

Dated: 7/19/2024 | 1:56 PM PDT

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

² Approval by Auditor-Controller is required

Exhibit A: Scope of Work

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 |
| Document ID | 5c6580f935d2068a1ec7d2081a151d62837a4f9d |
| Audit trail date format | MM / DD / YYYY |
| Status | ● Signed |

Document History

| | | |
|--|---|---|
|  SENT | 06 / 18 / 2024 17:26:30 UTC-7 | Sent for signature to Jeff Walker (jeffw@lwa.com) and Brian M Laurenson (brianl@lwa.com) from brianl@lwa.com IP: 96.67.195.249 |
|  VIEWED | 06 / 19 / 2024 08:13:53 UTC-7 | Viewed by Jeff Walker (jeffw@lwa.com) IP: 137.119.67.71 |
|  SIGNED | 06 / 19 / 2024 08:18:39 UTC-7 | Signed by Jeff Walker (jeffw@lwa.com) IP: 137.119.67.71 |
|  VIEWED | 06 / 19 / 2024 08:18:53 UTC-7 | Viewed by Brian M Laurenson (brianl@lwa.com) IP: 96.67.195.249 |
|  SIGNED | 06 / 19 / 2024 08:19:47 UTC-7 | Signed by Brian M Laurenson (brianl@lwa.com) IP: 96.67.195.249 |
|  COMPLETED | 06 / 19 / 2024 08:19:47 UTC-7 | The document has been completed. |

**AMENDMENT NO. 1
TO AGREEMENT BY AND BETWEEN
MONTEREY COUNTY WATER RESOURCES AGENCY &
LARRY WALKER AND ASSOCIATES**

THIS AMENDMENT NO. 1 is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of Professional consulting services by and between **LARRY WALKER AND ASSOCIATES**, hereinafter “CONTRACTOR”, and the Monterey County Water Resources Agency, a political subdivision of the State of California, hereinafter referred to as “Agency”.

WHEREAS, CONTRACTOR entered into the Agreement with the Agency on July 1, 2024; and

WHEREAS, the Agency and CONTRACTOR wish to amend the AGREEMENT by adding Exhibit C – Revised/Additional Scope of Work and adding Exhibit D – Revised/Additional funding/Fee Schedule which includes a dollar amount increase of \$219,860.00, for a total contract amount not to exceed \$401,250.00, to continue providing services identified in the Agreement.

NOW THEREFORE, the Agency and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Amend Section 1, “Scope of Work” to read as follows:

Scope of Work. Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in **Exhibit A – Scope of Work and Exhibit C – Revised/Additional Scope of Work**, 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 – Scope of Work and Exhibit C – Revised/Additional Scope of Work.

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 – Fee Schedule and Exhibit D – Revised/Additional funding/Fee Schedule**. The maximum amount payable to the contractor under this contract is Four Hundred One Thousand Two Hundred Fifty dollars (\$401,250.00)

Original Agreement \$181,390.00
Amendment No. 1 \$ 219,860.00
Not to exceed total: \$401,250.00

3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 1 and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of this AMENDMENT NO. 1 shall be attached to the original AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT NO. 1 on the day and year written below.

MONTEREY COUNTY WATER
RESOURCES AGENCY

CONTRACTOR: Larry Walker and Associates

General Manager

By:

Signature of Chair, President, or
Vice-President

Dated:

Printed Name and Title

Approved as to Fiscal Provisions:

Dated:

Deputy Auditor/Controller

By:

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Dated:

Approved as to Liability Provisions:

Printed Name and Title

Risk Management

Dated:

Dated:

Approved as to Form:

Chief Assistant County Counsel

Dated:

*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.

Exhibit C: Revised/ Additional Scope of Work

Larry Walker Associates, Inc. Scope of Work for Monterey County Water Resources Agency

Contract Amendment No. 1 Preparation of Title 22 Engineering Report for Recycled Water Use and Distribution for the Castroville Seawater Intrusion Project January 2026 to June 30, 2027

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) conditional acceptance of the Engineering Report, submitting a Notice of Intent (NOI) Technical Report to the Regional Water Board, and receiving permit authorization.

In June 2024, MCWRA requested assistance from Larry Walker Associates, Inc. and Kennedy Jenks Consultants (the LWA Project Team) with preparation of the Title 22 Engineering Report and NOI Technical Report. A Draft Title 22 Engineering Report and Draft NOI Technical Report were submitted to the regulatory agencies on 5/21/25 and 6/11/25 respectively. DDW provided comments on the Draft Title 22 Engineering Report on 9/4/25 and Regional Water Board comments on the Draft NOI Technical Report are expected before the end of September 2025. The LWA Project Team prepared training materials and MCWRA conducted the first training session with recycled water users in August 2025.

The LWA Project Team conducted out of scope activities (examples shown below) during the initial contracting period. The additional work, combined with project delays, utilized most of the approved budget and a contract amendment is now requested. An amendment is needed to respond to regulatory agency comments, receive permit approval, and implement program requirements.

Additional Activities not anticipated:

- Researched and provided recommendations for MCWRA recycled water program authority.
- Prepared slides and facilitated workshop with MCWRA and M1W to obtain recycled water program information.
- Conducted recycled water user survey.
- Conducted tribal outreach for the replacement well environmental document.
- Supported GIS data acquisition of CSIP vertical assets.
- Prepared Draft Recycled Water User Guidelines.

The following scope of work describes the tasks and deliverables that will be conducted by the LWA Project Team under the contract amendment. 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.

¹ California Code of Regulations Title 22, Section 60323

Task A. Review CSIP Distribution System and Supporting Documentation

This task is complete and no additional funds are required.

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

This task is complete and no additional funds are required.

Task C. Prepare Title 22 Engineering Report for CSIP System

The LWA Project Team will review DDW comments on the Title 22 Engineering Report, work with MCWRA to address the comments, and prepare revised versions for DDW consideration. Communication with M1W will occur as needed to finalize the Engineering Report. Two rounds of DDW comments and MCWRA responses to comments are assumed for budgeting purposes. The LWA Project Team will participate in two 1.5-hour meetings with DDW and Regional Water Board to discuss their comments. When DDW provides conditional acceptance of the Title 22 Engineering Report, the LWA Project Team will review the letter with MCWRA and recommend revisions if appropriate.

Deliverables:

- Prepare Final Draft and Final Title 22 Engineering Report to incorporate comments from the Regional Water Board and DDW.
- Participate in meetings with MCWRA and M1W to review and discuss the Final Draft and Final Title 22 Engineering Report.
- As needed, schedule and participate in meetings with DDW and Regional Water Board to discuss their comments on the Draft and Final Draft Title 22 Engineering Report.
- Prepare comments, suggested revisions to DDW conditional acceptance letter.

Task D. Permit Application Process

The LWA Project Team will review Regional Water Board comments on the NOI Technical Report, work with MCWRA to address the comments, and prepare a revised version of the NOI Technical Report for Regional Water Board consideration. Communication with M1W will occur as needed to finalize the NOI Technical Report. One round of Regional Water Board comments and MCWRA responses to the comments are assumed for budgeting purposes. The LWA Project Team will participate in one 1.5-hour meeting with Regional Water Board staff to discuss their comments. When the Regional Water Board provides a Notice of Applicability (NOA) and Monitoring and Reporting Program (MRP) for the permit, the LWA Project Team will review the documents with MCWRA and recommend revisions if appropriate.

Deliverables:

- Prepare Final NOI Technical Report to incorporate comments from Regional Water Board.
- Participate in a meeting with MCWRA and M1W to review and discuss the Final NOI Technical Report.
- As needed, schedule and participate in one meeting with Regional Water Board staff to discuss their comments on the Draft NOI Technical Report. This may be a combined meeting with DDW to review comments on the Title 22 Engineering Report prepared under Task C.
- Prepare comments, suggested revisions to NOA and MRP.

Task E. Contingency Items and As-Needed Tasks

The LWA Project Team will conduct additional activities at the direction of MCWRA. This task may be used for work prescribed during discussions with the regulatory agencies or identified by MCWRA during the permitting process. A contingency budget is provided to cover this undefined work.

Deliverables:

- Work products will be developed in coordination with MCWRA.

Task F. Recycled Water Program Authority

The LWA Project Team will work with MCWRA to select, develop, and implement an appropriate mechanism for recycled water program authority. Similar to the Pajaro Valley Water Management Agency approach, MCWRA is considering adoption of an ordinance that requires adherence to procedures specified in a Recycled Water User Handbook. The LWA Project Team will prepare draft materials as directed by MCWRA, participate in one 1.5-hour meeting with MCWRA and M1W to review the draft materials, and respond to MCWRA and M1W comments. Two rounds of MCWRA and M1W comments and responses to the comments are assumed for budgeting purposes.

Deliverables:

- Prepare draft and final program materials.
- Participate in meetings with MCWRA and M1W to review and discuss the draft and final draft materials.

Task G. Recycled Water Training Program

The LWA Project Team will work with MCWRA to produce, modify, and finalize training program materials. The program materials will be prepared for training MCWRA and M1W staff as well as recycled water user staff. The materials will include PowerPoint slides and fact sheets (in English and Spanish) for new program participants and annual refresher training. The LWA Project Team will prepare draft materials for MCWRA for review and modify the contents/approach to address MCWRA comments. Two rounds of MCWRA comments and responses to comments are assumed for budgeting purposes.

Deliverables:

- Prepare draft and final training program slides and fact sheets (English and Spanish).
- Participate in meetings with MCWRA to review and discuss the draft and final draft materials.

Task H. Permit Implementation

The NOA for permit authorization is anticipated in the Spring of 2026. The LWA Project Team will assist MCWRA during the first 12 to 18 months of the permit with implementation of permit requirements. Assistance will include addressing questions from MCWRA and M1W staff, participating in periodic meetings, communication with Regional Water Board staff, assembling/reviewing inspection and self-monitoring reports, and preparing the first Annual Report for submittal to the Regional Water Board.

Deliverables:

- Participate in meetings, respond to phone and email questions on permit implementation, and evaluate compliance with permit requirements.
- Prepare draft version of first Annual Recycled Water Program Report. Address comments from MCWRA and prepare final Annual Report for submittal to Regional Water Board.

Exhibit D- Revised Funding/Fee Schedule

The requested funding for the contract amendment is **\$219,860**. A breakdown by task is shown in the following table.

| Task | Additional Cost |
|---|---------------------|
| A - Review CSIP Distribution System and Supporting Documentation | Complete |
| B – Compare Current Operations and Distribution Usage to Current Requirements for Title 22 Compliance | Complete |
| C – Prepare Title 22 Engineering Report for CSIP System | \$34,445.00 |
| D – Permit Application Process | \$27,420.00 |
| E – Contingency Items and As-Needed Tasks | \$37,500.00 |
| F – Recycled Water Program Authority | \$29,650.00 |
| G – Recycled Water Training Program | \$16,910.00 |
| H – Permit Implementation | \$73,935.00 |
| Total Amendment Request | \$219,860.00 |



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

BOARD ORDER No. 26-002

**APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICE AGREEMENT)
WITH LARRY WALKER AND ASSOCIATES FOR CSIP TITLE 22 ENGINEERING)
REPORT AND PERMIT MIGRATION PROJECT, TO INCREASE THE DOLLAR AMOUNT)
BY \$219, 860.00 FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$401.25.00;)
AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE AMENDMENT NO. 1)**

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

1. Approves Amendment No. 1 to the Professional Agreement with Larry Walker and Associates for CSIP Title 22 Engineering Report and Permit Migration Project, to increase the dollar amount by \$219, 860.00 for a total contract not to exceed \$401,250.00; and
2. Authorizes the General Manager to execute Amendment No. 1.

PASSED AND ADOPTED on this **20th** day of **January 2026**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAINED:

BY: _____, Chair
Board of Directors

ATTEST: Ara Azhderian
General Manager



County of Monterey

Item No.12

Board Report

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

Legistar File Number: WRAG 26-013

January 20, 2026

Introduced: 1/14/2026

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Consider authorizing execution of a Professional Services Agreement with Vega Economics for a maximum amount payable of one hundred seventy thousand dollars (\$170,000) to perform a dam ownership regulatory program cost study. (Staff: Ara Azhderian)

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

Authorize execution of a Professional Services Agreement with Vega Economics for a maximum amount payable of one hundred seventy thousand dollars (\$170,000) to perform a dam ownership regulatory program cost study.

SUMMARY/DISCUSSION:

The Monterey County Water Resources Agency (Agency) owns and operates three dams: Nacimiento Dam in San Luis Obispo County, and San Antonio Dam and the Salinas River Diversion Facility, both in Monterey County. Ownership of these dams entails significant resources to safely operate and maintain them in compliance with state and federal regulations, and the costs of these operations and maintenance measures have increased significantly since the dams' construction. This study will analyze and quantify the Agency's costs associated with planning for and ensuring compliance with existing regulatory regimes into the future, and further will identify a proposed cost recovery mechanism (or mechanisms) to recover the costs of this necessary work.

The Agency currently levies charges related to some elements of dam operations through Zone 2C, which was approved by voters in 2003. Zone 2C was created to fund the operation and maintenance of the existing Nacimiento and San Antonio Dams and Reservoirs to increase storage conservation and groundwater recharge; the modification of the spillway at Nacimiento Dam as necessary to meet Division of Safety of Dams ("DSOD") requirements; and to fund construction of the Salinas River Diversion Facility. This regulatory cost study will recommend whether its proposed cost recovery mechanisms would complement or replace the existing funding mechanism.

The ownership, operation, and maintenance of the Agency's dams are regulated by: the State of California - the Department of Fish and Wildlife, the Department of Water Resources Division of Safety of Dams, and the State Water Resources Control Board - and the United States -the Army Corps of Engineers, the Department of Commerce National Oceanic and Atmospheric Administration's National Marine Fisheries Service, the Department of Interior Fish and Wildlife Service, and the Federal Energy Regulatory Commission. These state and federal agencies are responsible for implementing laws that govern water rights, water quality, dam safety, endangered species, lake or streambed alteration, public trust, and energy generation.

Complying with these state and federal regulations involves significant investment of time and resources that spans the entirety of the organization. Examples of these compliance activities include water quality sampling and stream gaging of Agency's reservoirs, rivers, and the Salinas River Lagoon; operations for environmental management, energy production, and diversion; evergoing inspection and maintenance of facilities to meet existing safety criteria; and periodic capital improvements to meet new, ever-evolving safety standards.

STRATEGIC PLAN ALIGNMENT:

The proposed Dam Ownership Regulatory Program Cost Study aligns with the Board of Directors adopted 2020 Strategic Plan Goal A, Strategy 3; Goal B, Strategies 4 & 7; Goal C, Strategy 2; Goal D, Strategies 1 & 3; and Goal E, Strategy 4.

OTHER AGENCY INVOLVEMENT:

Joint BOS/BOD Leadership Committee

Finance Committee

Board of Directors

FINANCING:

Funding for the Dam Ownership Regulatory Program Cost Study was considered as part of the \$250,000 dam safety funding strategies authorization recommended by the Board of Directors and approved by the Board of Supervisors in the 2025-26 fiscal-year budget. It is anticipated that approximately half of the \$170,000 Program Cost Study cost estimate will be incurred in the current fiscal-year and the balance in the 2026-27 fiscal-year.

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

Attachments:

1. Draft Professional Services Agreement including Exhibit A, Scope of Work, and Exhibit B, fee schedule.



County of Monterey

Item No.12

Board Report

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STRATEGIC PLAN ALIGNMENT:

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OTHER AGENCY INVOLVEMENT:

Joint BOS/BOD Leadership Committee
Finance Committee
Board of Directors

FINANCING:

Funding for the Dam Ownership Regulatory Program Cost Study was considered as part of the \$250,000 dam safety funding strategies authorization recommended by the Board of Directors and approved by the Board of Supervisors in the 2025-26 fiscal-year budget. It is anticipated that approximately half of the \$170,000 Program Cost Study cost estimate will be incurred in the current fiscal-year and the balance in the 2026-27 fiscal-year.

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

Attachments:

1. Draft Professional Services Agreement including Exhibit A, Scope of Work, and Exhibit B, fee schedule.

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

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

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

1. **Scope of Work.** Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the **Scope of Work/Work Schedule set forth in Exhibit A:**
 - a) The scope of work is briefly described and outlined as follows:
 - b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
 - c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
 - d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.
2. **Term of Agreement.** The term of this Agreement shall begin on _____ by CONTRACTOR and Agency, and will terminate on _____, unless earlier terminated as provided herein.

3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is

(\$ _____).

4. Monthly Invoices by CONTRACTOR; Payment.

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

5. Indemnification.

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

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

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

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

6. Insurance.

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

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

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

6.2 Qualifying Insurers:

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

6.3 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

of this Agreement.

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

6.4 Other Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Agency’s designated administrator of this Agreement shall be:

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

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

29. Electronic Deliverables. Where feasible, all reports, documents and other printed information provided to the Agency pursuant to this Agreement shall be submitted in both written and Electronic formats.
30. Non-exclusive Agreement. This Agreement is non-exclusive and both parties reserve the right to contract with other entities for the same or similar services.
31. Execution of Agreement. Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
32. Exhibits. The following Exhibits are attached hereto and incorporated by reference:
- Exhibit A - Scope of Work/ Work Schedule
Exhibit B - Cost Study deliverables and estimated cost
Exhibit C - Rate Sheet
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: Vega Economics

BY:

BY:

Ara Azhderian
General Manager

Type Name:

Title:

Date:

Date:

BY:

Type Name:

Title:

Date:

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

(_____)
Agreement/Amendment No # (_____)

* * * * *

Approved as to form ¹:

Approved as to fiscal provisions:

Chief Assistant County Counsel

Administrative Analyst

Dated: _____

Dated: _____

County Counsel – Risk Manager:

Auditor-Controller ²:

Dated: _____

Dated: _____

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

² Approval by Auditor-Controller is required

EXHIBIT A - Scope of Work

Monterey County Water Resources Agency Dam Ownership Regulatory Program Cost Study Scope of Work

The Monterey County Water Resources Agency (Agency) owns and operates three dams: Nacimiento Dam in San Luis Obispo County, and San Antonio Dam and the Salinas River Diversion Facility, both in Monterey County. Ownership of these dams entails significant resources to safely operate and maintain them in compliance with state and federal regulations, and the costs of these operations and maintenance measures have increased significantly since the dams' construction. This study will analyze and quantify the Agency's costs associated with planning for and ensuring compliance with existing regulatory regimes into the future, and further will identify a proposed cost recovery mechanism (or mechanisms) to recover the costs of this necessary work.

The Agency currently levies charges related to some elements of dam operations through Zone 2C, which was approved by voters in 2003. Zone 2C was created to fund the operation and maintenance of the existing Nacimiento and San Antonio Dams and Reservoirs to increase storage conservation and groundwater recharge; the modification of the spillway at Nacimiento Dam as necessary to meet Division of Safety of Dams ("DSOD") requirements; and to fund construction of the Salinas River Diversion Facility. This regulatory cost study will recommend whether its proposed cost recovery mechanisms would complement or replace the existing funding mechanism.

The ownership, operation, and maintenance of the Agency's dams are regulated by: the State of California – the Department of Fish and Wildlife, the Department of Water Resources Division of Safety of Dams, and the State Water Resources Control Board – and the United States – the Army Corps of Engineers, the Department of Commerce National Oceanic and Atmospheric Administration's National Marine Fisheries Service, the Department of Interior Fish and Wildlife Service, and the Federal Energy Regulatory Commission. These state and federal agencies are responsible for implementing laws that govern water rights, water quality, dam safety, endangered species, lake or streambed alteration, public trust, and energy generation.

Complying with these state and federal regulations involves significant investment of time and resources that spans the entirety of the organization. Examples of these compliance activities include water quality sampling and stream gaging of Agency's reservoirs, rivers, and the Salinas River Lagoon; operations for environmental management, energy production, and diversion; evergoing inspection and maintenance of facilities to meet existing safety criteria; and periodic capital improvements to meet new, ever-evolving safety standards. This Scope of Work aims to provide a framework to guide and inform the cost study, establish study boundaries, and promote accuracy and completeness.

Summary of Regulatory Requirements and Agency Activities

The following generalized descriptions of regulatory responsibilities do not reflect the entire scope of activities of any particular state or federal agency; rather, it is an attempt to describe

the scope of an agency's jurisdiction as it relates to the Agency's activities related to dam ownership, operations, and maintenance, and to describe generally the related activities and costs connected with the Agency's compliance with that regulatory program.

CA Department of Fish and Wildlife (CDFW):

The CDFW is responsible for administration and enforcement of the California Endangered Species Act (CESA). CESA prohibits take of wildlife and plants listed as threatened or endangered by the California Fish and Game Commission, however, CESA allows exceptions to the prohibition for take that occurs during otherwise lawful activities. The Agency's ongoing activities related to reservoir operations and facility maintenance are anticipated to be included in an application for an incidental take permit for listed species. CDFW is also responsible to ensure protection of public trust resources, which it implements through, among other things, Fish & Game Code section 1602 streambed alteration agreements and Fish & Game Code section 5937 requiring good conditions for fish below dams. In order to comply with these requirements, the Agency maintains releases from Nacimiento and San Antonio dams, except under extreme drought or emergency conditions, to provide adequate water for fish, wildlife, and habitat that may exist below the dams.

CA Department of Water Resources Division of Safety of Dams (DSOD):

Pursuant to the California Water Code, the DSOD regulates dams to prevent failure, safeguard life, and protect property. The DSOD provides oversight of the design, construction, and maintenance of all three of the Agency's dams. To comply with DSOD guidance, the Agency oversees annual site inspections with DSOD field engineers, submits required annual documentation, performs dam settlement surveys, obtains bimonthly piezometer readings for analysis, monitors on site drainage patterns, and works directly with DSOD staff on any dam maintenance or new capital projects for review.

CA State Water Resources Control Board (SWRCB):

The SWRCB plays two significant roles that affect the Agency. First, it administers and enforces the State's Water Rights Programs. The Agency holds eight water permits and licenses that allow for the storage, release, diversion, and beneficial use of Agency controlled water resources. To comply with their various terms and conditions, the Agency closely manages reservoir inflow, releases, and diversion of water in a manner consistent with the terms of the water right licenses and permits, and submits annual reports of water use to the SWRCB.

The Agency has implemented data collection and transmission systems to monitor and share data such as reservoir levels, hydroelectric flow rate, pumping, diversion rates, and bypass rates that are required for the monitoring of water rights requirements. In addition to monitoring and reporting requirements, the Agency follows specific flow prescriptions for the migration, spawning, and rearing of federally threatened steelhead that have been included in the Agency's reservoir water rights.

Second, largely through the Regional Water Quality Control Board (RWQCB) system, the SWRCB administers and enforces the Porter-Cologne Act, which governs water quality and

beneficial uses of surface water, groundwater, wetlands and both point and nonpoint sources of pollution. The Agency conducts water quality monitoring and reports data to the local Regional Water Quality Control Board when sandbar management activities are conducted at the Salinas River Lagoon. The Agency must apply to the local RWQCB for permits to conduct activities that result or may result in a discharge that directly or indirectly affects waters of the state or the beneficial uses of those waters.

US Army Corps of Engineers (USACE):

The USACE is responsible for the administration and enforcement of Section 404 of the federal Clean Water Act (CWA), which regulates discharge of dredged or fill material into waters of the United States. The USACE has statutory authorities related to the River and Harbors Act, Marine Protection Research and Sanctuaries Act, and Clean Water Act. The USACE is often the permitting authority for projects that have a Federal nexus through the receipt of Federal funding, projects in navigable waters of the US, or discharge of dredged or fill material to Waters of the US. Construction of the Salinas Valley Water Project, including modification of the Nacimiento Dam spillway and construction of the Salinas River Diversion Facility were performed under a permit from the USACE, which also included FESA Section 7 consultation with NMFS and development of a Biological Opinion related to potential impacts of the project to federally threatened steelhead. That permit process imposed reservoir operation protocols, biological monitoring, and water quality monitoring requirements on the Agency during construction and several years of operation of the project.

US Department of Commerce National Oceanic and Atmospheric Administration's National Marine Fisheries Service (NMFS):

The NMFS is responsible for administration and enforcement of the federal Endangered Species Act (FESA) as it applies to marine mammals, marine fishes, and anadromous fish species, such as steelhead. South Central California Coast Steelhead are listed as a threatened species under the FESA. Steelhead are one of the primary species of concern in the Salinas River watershed and Agency water operations have the potential to cause take of steelhead. In 2019, NMFS withdrew the Biological Opinion issued in connection with the USACE permit issued for construction of the Salinas Valley Water Project. The Agency is currently in the process of developing the Salinas River Operations Habitat Conservation Plan (SROHCP) to provide Incidental Permits for ongoing Agency operations and maintenance activities. One of the core covered activities of the SROHCP is the release of water from Nacimiento and San Antonio dams. Modified reservoir operations protocols are being developed under the SROHCP as one of the primary mitigation actions to assist steelhead in their migration from the ocean through the Salinas River to tributaries for spawning and rearing. In addition to prescribed reservoir flows, the Agency will need to develop a monitoring program and additional mitigation actions to further protect steelhead. The Agency will also need to develop a funding mechanism to ensure implementation of the SROHCP. NMFS has authority under the Federal ESA to approve the SROHCP.

US Department of Interior Fish and Wildlife Service (USFWS):

The USFWS is responsible for administration and enforcement of the federal Endangered Species Act (FESA) as it applies to all other listed species and non-anadromous fish species, such as tidewater goby. USFWS often consults with USACE prior to issuance of a permit under Section 404 of the Clean Water Act . In order to comply with FESA, the Agency conducts sandbar management activities at the Salinas Lagoon in compliance with permit number ESPER8656461, issued on March 28, 2024. The Agency contracts with qualified biologists to perform mitigation and monitoring activities and provides annual reports to USFWS following the requirements in the Salinas River Lagoon and Sandbar Management Low Effect Habitat Conservation Plan. Such reporting will continue for the five-year duration of the permit term. During years when facilitated lagoon breaching is required, the Agency provides after-action reports to USFWS. Through the SROHCP development process, the Agency will account for the long-term operation and maintenance activities in the Salinas Lagoon, including sandbar management.

US Federal Energy Regulatory Commission (FERC):

FERC is an independent agency of the United States government that regulates non-federal hydropower projects; therefore, it only has jurisdiction over the Agency's Nacimiento Dam. FERC ensures that the Agency remains in compliance with the Federal Power Act, FERC regulations, and the terms and conditions of Nacimiento Dam's exemption, to protect, mitigate, and enhance beneficial public uses and the environment around the Nacimiento Dam hydropower project to promote and improve Dam safety. As a critical part of FERC's hydropower program,. FERC performs annual inspections of Nacimiento Dam and periodic inspections during construction of maintenance and improvement projects. FERC is responsible for review and approval of all work performed on and around Nacimiento Dam.

In order to comply with FERC regulations and guidance, the Agency conducts annual site inspections with FERC field engineers, maintains several programs related to dam safety, operations, maintenance, monitoring, staff training, public outreach, and improvement and repairs projects. Agency staff submits the required program documentation to FERC engineering and field staff annually. Staff performs regular and periodic inspections of the Nacimiento Dam, monitors the spillway drainage system, and works directly with FERC staff on any dam maintenance or facility improvement project requiring review and approval prior to project implementation.

EXHIBIT B - Cost Study deliverables and estimated cost

| MCWRA Regulatory Fee Study | | |
|---|--|------------------|
| | Tasks | Estimated Cost |
| I. Background | | |
| | Background on MCWRA, fee setting authority, and customer base | |
| | Overview of dam safety regulatory requirements - CDFW, DSOD, SWRCB, USACE, NMFS, USFWS, FERC | |
| | Institutional details of dam ownership regulatory program and agency activities - Overview of Nacimiento Dam, San Antonio Dam, and Salinas River Diversion Facility - Overview of agency activities related to compliance with each regulatory program - Overview of existing cost recovery mechanism | |
| | Expert oversight & editing | |
| Sub-Total: | | \$30,000 |
| II. Budget Analysis | | |
| | Budget analysis and cost projection | |
| | Scenario analysis | |
| | Expert oversight & editing | |
| Sub-Total: | | \$35,000 |
| III. Fee Methodology and Calculation | | |
| | Fee design and supporting economic analysis | |
| | Literature review in support of fee design | |
| | Data collection and processing | |
| | Customer-specific fee calculation, impact assessment, and comparison with existing recovery mechanism | |
| | Expert oversight & editing | |
| Sub-Total: | | \$50,000 |
| IV. Report Drafting | | |
| | Fee study report drafting | |
| | Expert oversight & editing | |
| Sub-Total: | | \$40,000 |
| IV. Stakeholder Meetings and Testimony | | |
| | Three full-day meetings with stakeholders in Monterey | |
| | Testimony (TBD) | |
| Sub-Total: | | \$15,000 |
| Grand Total: | | \$170,000 |

Vega Economics Rate Sheet

2026

| Title | Rate |
|------------------|-------------|
| Associate | \$250 |
| Senior Associate | \$300 |
| Economist | \$500 |



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

BOARD ORDER No. 26-005

**AUTHORIZE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT)
WITH VEGA ECONOMICS FOR A MAXIMUM AMOUNT PAYABLE OF)
100 HUNDRED SEVENTY THOUSAND DOLLARS (\$170,000) TO PERFORM)
A DAM OWNERSHIP REGULATORY PROGRAM COST STUDY)**

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

1. Approves Execution of a Professional Services Agreement with Vega Economics for a maximum amount payable of 100 hundred seventy thousand dollars (\$170,000) to perform a Dam Ownership Regulatory Program cost study.
2. Authorizes the General Manager to execute service agreement.

PASSED AND ADOPTED on this **20th** day of **January 2026**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAINED:

BY: _____, Chair
Board of Directors

ATTEST: Ara Azhderian
General Manager



County of Monterey

Item No.13

Board Report

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

Legistar File Number: WRAG 26-016

January 20, 2026

Introduced: 1/15/2026

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Consider forming an Ad-Hoc Committee to respond to the January 12, 2026, letter received from certain Nacimiento Reservoir boat dock licensees requesting a transitional process to address un-encapsulated foam dock floats and other boat dock program compliance issues. (Staff: Ara Azhderian)

December 19, 2025

Monterey County Water Resources Agency
Board of Directors
PO Box 930
Salinas, CA 93902

Attention: Board of Directors:

Mike LeBarre, Chair

Matthew Simis, V.
Chair

John Baillie

Jon Conaster

Ken Ekelund

Mark Gonzalez

Mike Scattini

Jason Smith

Diedre Sullivan

Dear Directors:

We write on behalf of a group of long-standing dock owners and lake users at Lake Nacimiento, many of whom have held dock licenses continuously for decades and have worked in good faith to comply with Agency requirements and to steward the reservoir responsibly.

We fully recognize and support the Agency's authority – and obligation – to regulate dock construction and operation in order to protect public safety and the environmental quality of Lake Nacimiento. We share those goals and have no interest in avoiding compliance with reasonable standards. Our purpose in writing is to request clarification regarding the Agency's recent enforcement of dock flotation requirements, and to respectfully propose a transitional approach that aligns enforcement with principles of notice, reliance, and practical feasibility.

Background and Concern

In recent months, a number of licensed dock owners received correspondence indicting that docks utilizing unencapsulated Styrofoam flotation are now considered non-compliant under Ordinance 4065 (as amended), and may be subject to penalties or license revocation absent corrective action. For many recipients, this was the first time such a deficiency has been identified, despite the fact that these docks have been licensed and relicensed annually – often for many years – without prior written notice, citation, or conditional approval relating to flotation materials.

We understand that Ordinance 4065 contains material standards applicable to licensed docks. However, the practical reality is that a significant number of docks currently identified as non-compliant were originally licensed prior to the adoption of Ordinance 4065, or were licensed and renewed repeatedly thereafter without objection to flotation materials that were open, visible, and known to exist. Many of these docks have been well-maintained, seasonally removed when not in use, and have not posed safety or navigational hazards.

The sudden application of enforcement, without an announced policy change, compliance timeline, or prior notice has created substantial uncertainty and financial strain for owners, with retrofit costs commonly ranging from \$4,000 to over \$10,000 per dock

Core Requests for Clarification

To allow dock owners to respond constructively and responsibly, we respectfully request clarification on the following points:

- 1. Enforcement Basis and Process**

Please clarify how the flotation requirement is evaluated during the license renewal process, what standards or inspection criteria are currently being applied, and whether a change in enforcement policy or inspection practice has occurred recently.

- 2. Notice and Reliance Considerations**

Given the history of repeated license renewals without flotation-related finding, how does the Agency account for reasonable reliance by licensees who believed – based on Agency action – that their docks were in compliance?

- 3. Compliance Expectations and Timeline**

What specific corrective actions are required, and within what timeframe, before a dock is deemed subject to enforcement action or license revocation?

Proposed Path Forward: Transitional Compliance

We respectfully submit that the most effective and defensible approach is not immediate punitive enforcement, but rather the adoption of a **clear, uniform transitional compliance framework**, such as:

- A **phased compliance schedule** (e.g., 24 – 36 months) allowing owners to plan, budget, and perform retrofits responsibly;
- Defined **interim safety expectations**, with continued licensing conditioned on good-faith progress toward compliance;
- Consideration of **case-specific hardship or variance mechanism**, where appropriate;
- Clear written guidance so that all licensees understand expectations going forward.

Such an approach would preserve the Agency's regulatory authority, advance environmental and safety objectives, and avoid unnecessary disruption or conflict – particularly where past Agency conduct reasonably led licensees to believe their docks were acceptable.

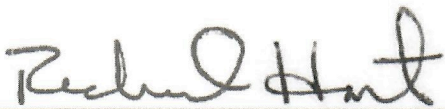
Commencement to Cooperation

We wish to emphasize that dock owners are committed to cooperating with the Agency, maintaining safe conditions on the lake, and working toward full compliance. Our request is not for exemption, but for **clarity, predictability, and reasonable transition** consistent with longstanding principles of administrative fairness.

We respectfully ask that these issues be discussed at the upcoming Board meeting, and that affected licensees be given an opportunity to engage constructively with the Agency on a path forward.

Thank you for your time, your service, and your consideration of this matter.

Respectfully submitted,

| | |
|--|----------------------|
|  | RICHARD HART 1/06/26 |
| | |
| | |
| | |

Such an approach would preserve the Agency's regulatory authority, advance environmental and safety objectives, and avoid unnecessary disruption or conflict – particularly where past Agency conduct reasonably led licensees to believe their docks were acceptable.

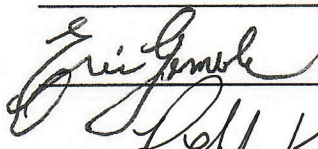
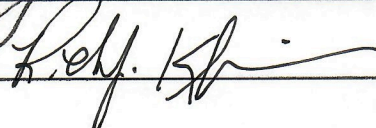
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Respectfully submitted,

| | | |
|---|------------------------------|------------------|
|  | TRI-COUNTIES CROB, INC. | Eric Gamble |
|  | Tri counties Club, Inc | Rick Kleinsasser |

Such an approach would preserve the Agency's regulatory authority, advance environmental and safety objectives, and avoid unnecessary disruption or conflict – particularly where past Agency conduct reasonably led licensees to believe their docks were acceptable.

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Thank you for your time, your service, and your consideration of this matter.

Respectfully submitted,



Scott Johnson

Such an approach would preserve the Agency's regulatory authority, advance environmental and safety objectives, and avoid unnecessary disruption or conflict – particularly where past Agency conduct reasonably led licensees to believe their docks were acceptable.

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Respectfully submitted,

| | |
|----------------|-----------------------|
| Ronnie Gymbble | Ronnie Gymbble 1-6-25 |
| | |
| | |
| | |

Such an approach would preserve the Agency's regulatory authority, advance environmental and safety objectives, and avoid unnecessary disruption or conflict – particularly where past Agency conduct reasonably led licensees to believe their docks were acceptable.

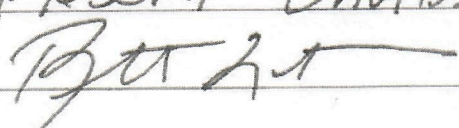
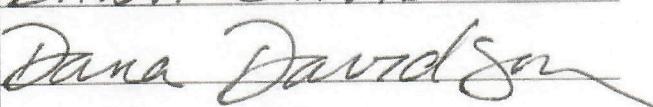
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Thank you for your time, your service, and your consideration of this matter.

Respectfully submitted,

| | |
|---|--|
| ROBERT DAVIDSON | DANA DAVIDSON |
|  |  |
| | |
| | |

Such an approach would preserve the Agency's regulatory authority, advance environmental and safety objectives, and avoid unnecessary disruption or conflict – particularly where past Agency conduct reasonably led licensees to believe their docks were acceptable.

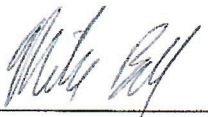
Commencement to Cooperation

We wish to emphasize that dock owners are committed to cooperating with the Agency, maintaining safe conditions on the lake, and working toward full compliance. Our request is not for exemption, but for **clarity, predictability, and reasonable transition** consistent with longstanding principles of administrative fairness.

We respectfully ask that these issues be discussed at the upcoming Board meeting, and that affected licensees be given an opportunity to engage constructively with the Agency on a path forward.

Thank you for your time, your service, and your consideration of this matter.

Respectfully submitted,

| | |
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| | |

Imperial, Lorena

From: Rick <rickythek@att.net>
Sent: Monday, January 12, 2026 5:01 PM
To: Imperial, Lorena
Subject: subject for Jan 20, 2026 MCWRA directors meeting
Attachments: MCWRA Directors.pdf

This Message Is From an External Sender

[CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Hi Lorena;

Attached is a letter I wish to be added to the directors' meeting this next Tuesday the 20th. I will be sending a hard copy to you by overnight USPS tomorrow. Please try to get this issue on the agenda as I will be attending. Thank you very much.

Sincerely, Rick Kleinsasser



County of Monterey

Item No.14

Board Report

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

Legistar File Number: WRAG 26-001

January 20, 2026

Introduced: 12/18/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

January and February 2026 Calendars.

January 2026

| January 2026 | | | | | | | February 2026 | | | | | | |
|--------------|----|----|----|----|----|----|---------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa | Su | Mo | Tu | We | Th | Fr | Sa |
| | | | | 1 | 2 | 3 | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 | 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 | | | | | | | |

| SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY |
|--------|--|--|-----------|--|--------|----------|
| Dec 28 | 29 | 30 | 31 | Jan 1, 26 New Year's Day | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 9:00am Manager's Meeting - 2026 (930-WaterResources ConfRoom) - MC Water | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 9:00am Manager's Meeting - 2026 (930-WaterResources ConfRoom) - MC Water | 16 | 17 |
| 18 | 19 Martin Luther King Jr. Day | 20 12:00pm Board of Directors Meeting- Jan-2026 (https://montereycity.zoom.us/j/944869793) | 21 | 22 8:30am WRA All Hands Meeting - 2026 (Saffron Room (in 9:00am Manager's Meeting - 2026 | 23 | 24 |
| 25 | 26 1:00pm Joint Water Resources/Board of Supervisor Leadership Committee Meeting-Jan-2026 | 27 | 28 | 29 9:00am Manager's Meeting - 2026 (930-WaterResources ConfRoom) - MC Water | 30 | 31 |

February 2026

| February 2026 | | | | | | | March 2026 | | | | | | |
|---------------|----|----|----|----|----|----|------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa | Su | Mo | Tu | We | Th | Fr | Sa |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 | 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| | | | | | | | 29 | 30 | 31 | | | | |

| SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY |
|--------|-----------------------|--|--|--|--|----------|
| Feb 1 | 2 | 3 2:00pm TAMC RTVA Final TAC Meeting (Microsoft Teams Meeting) - Daisy Ramirez Lopez | 4 10:00am Planning Committee - 2026 (Saffron Room - 1441 Schillings Pl, Salinas,CA 93901 or Via Zoom) - MC Water | 5 9:00am Manager's Meeting - 2026 (930-WaterResourcesC onfRoom) - MC Water | 6 9:00am Finance and Administration Committee - 2026 (Saffron Room - 1441 Schillings Pl, Salinas,CA 93901 or Via Zoom) - MC Water | 7 |
| 8 | 9 | 10 | 11 | 12 9:00am Manager's Meeting - 2026 (930-WaterResourcesC onfRoom) - MC Water | 13 | 14 |
| 15 | 16 Presidents' Day | 17 12:00pm Board of Directors Meeting-Feb-2026 (https://montereycity.zoom.us/j/99102594638?pwd=gCu5AhIHPGoebluVIXXJGiEOD8SDlr.1) - MC Water | 18 | 19 8:30am WRA All Hands Meeting - 2026 (Saffron Room (in person)) - MC Water 9:00am Manager's Meeting - 2026 (930-WaterResourcesC onfRoom) - MC Water | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 9:00am Manager's Meeting - 2026 (930-WaterResourcesC onfRoom) - MC Water 1:30pm Water Resources Advisory Committee - 2026 (Saffron Room - 1441 Schillings Pl, | 27 | 28 |



County of Monterey

Item No.15

Board Report

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

Legistar File Number: WRAG 26-011

January 20, 2026

Introduced: 1/13/2026

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

1. Personnel
2. Groundwater Monitoring Program
3. Dam Safety & Operations Future Funding Strategy
4. Water Resources Advisory Committee
5. Coordination with the Salinas Valley Basin Groundwater Sustainability Agency



WATER RESOURCES AGENCY

MEMORANDUM

Monterey County

DATE: January 15, 2026

TO: Board of Directors

FROM: Ara Azhderian

SUBJECT: January 20, 2026 General Manager's Report

Personnel:

First, I want to begin by congratulating Aaron Palomo, who was promoted to a Water Maintenance Worker 2 (from a 1) on January 10th. Aaron has been working with the Agency since December 2022, originally as a temporary worker, and has continued to improve his skills and obtain certifications qualifying him for this promotion. We deeply appreciate Aaron's willingness to learn and apply new skills for the benefit of himself and the Agency.

As for recruitments, the Agency has three currently underway: a Water Resources Engineer to help support the CSIP Program, for which the first applications screening will occur on January 23rd; a Water Maintenance Worker 2, for which the second round of interviews will be held January 15th; and a Senior Secretary, for which a candidate has been hired and will begin work on January 26th. Also, the proposed CSIP Program Manager classification/position has been developed and submitted to the County for review and approval for the FY2027 budget. This position will provide needed oversight and centralize program management to enhance efficacy through improved coordination amongst the various parties to sustain the success of the existing CSIP Program, and to explore the potential of its future expansion.

Lastly, we continue working on finalizing a scope of work with Gallagher Benefit Services, Inc for a Classification and Compensation Study. This is in response to a Request for Proposals for establishment of Comparable Agencies, Classification and Base Compensation Study and aligns with the desire for an updated approach to the Agency, as a special district, and not a County Department. We are aiming to begin this work in the next month or so.

Groundwater Monitoring Program:

Agency staff continue to work closely with the Salinas Valley Basin Groundwater Sustainability Agency on outreach and education related to the well registration requirements in the Salinas Valley. Well registration will remain free through January 31, 2026, and we continue our efforts to spread the word before this opportunity passes. In late November, I did an interview with the County Information Office to explain the opportunity and importance of well registration, particularly for domestic wells that are most vulnerable to changes in groundwater. Additionally,

the SVBGSA has been developing and purchasing print and electronic media advertising on a variety of platforms. The interview can be seen at:

 [WRA News Briefing Segment 11.26.25.mp4](#)

Dam Safety & Operations Future Funding Strategy:

Late last year, Agency staff completed a summary description of various regulatory requirements that stem from the Agency's ownership and operation of its three dams to help inform preparation of a study by Vega Economics of the Agency's regulatory cost. The Regulatory Program Cost Study will be an important analysis of our key regulatory obligations and will help inform ongoing discussions about future cost allocation and recovery methods to support our dam safety and operation's needs. The summary generally focuses on known regulatory requirements related to the state and/or federal endangered species acts, clean water acts, water rights and dam safety standards. Vega Economics has experience in several practice areas including agriculture, data science and statistics, finance, and environmental and natural resources. Principal for the study will be Dr. Cai, who specializes in agricultural economics, macroeconomics, and finance. He has extensive experience in data analysis and model development for a variety of topics, including utility regulation and macroeconomic forecasting. Dr. Hamilton, Professor of Economics in the Orfalea College of Business at Cal Poly San Luis Obispo, will also be retained for the study. His consulting engagements have included market analysis of regulated industries, economic feasibility studies, and environmental and land use regulation, including groundwater basin management. Following execution of a service agreement, we anticipate the study to be complete within a year.

Water Resources Advisory Committee:

In November, the Agency's Board of Directors voted to consolidate its Reservoir Operations Advisory Committee and Basin Management Advisory Committee into a new, single Water Resources Advisory Committee. The Agency is currently soliciting applications from members of the public with knowledge about water resources issues to serve on the WRAC. Appointments will be made by the Chair of the Board of Directors in February 2026. The first WRAC meeting is scheduled for February 26, 2026, at 1:30 p.m. Applications are due by January 30, 2026. For more information, please go to:

[Water Resources Advisory Committee | County of Monterey, CA](#)

Coordination with the Salinas Valley Basin Groundwater Sustainability Agency:

The Agency continues to collaborate with the SVBGSA to identify and analyze a variety of water supply and diversion projects to help achieve defined groundwater sustainability objectives in the Salinas Valley. Over the next three months, this work will culminate in a number of studies, which are DWR grant deliverables, and presentations to both the SVBGSA and Agency Boards of Directors. One study, the Castroville & Eastside Canals and Alternatives Feasibility Study (C&E Study) has complete Phase 1, which evaluates water rights options, reviews historical documents, analyzes surface water availability, including Permit 11043, and identifies viable project components for potential diversion and conveyance systems. For more information on the C&E Study and to access the Phase 1 reports, please go to:

[Castroville and Eastside Canals and Alternatives – Salinas Valley Basin Groundwater Sustainability Agency](#)



County of Monterey

Item No.16

Board Report

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

Legistar File Number: WRAG 25-198

January 20, 2026

Introduced: 11/25/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Committee Agenda's for December 2025 and January 2026:

- Water Resources Agency Reservoir Operations Advisory Committee Agenda
- Water Resources Agency Finance Committee Agenda
- Water Resources Personnel and Administration Committee Cancellation Notice
- Water Resources Agency Basin Management Advisory Committee
- Water Resources Agency Planning Committee Cancellation Notice
- Water Resources Agency Board of Directors Special Strategic Planning Workshop Agenda
- Water Resources Agency Board of Directors Cancellation Notice
- Joint Water Resources/Board of Supervisors Leadership Committee Rescheduling Notice

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

County of Monterey

*Saffon Room
1441 Schilling Place
Salinas, CA 93901*



Meeting Agenda

Thursday, December 11, 2025

1:30 PM

**Layla Decker–Participating Remotely from the Administrative
Conference Room,10625 Lake Nacimiento Rd., Bradley, CA 93426**

**SLO County Chair location: Old Courthouse Room 207
976 Osos St. San Luis Obispo Ca. 93408**

Water Resources Agency Reservoir Operations

Advisory Committee

Ken Ekelund , Chair

Mark Gonzalez

Jon Anthony

Bill Lipe

Anna McKenna

Layla Decker

Richard Ortiz

Matthew Simis

Dennis Lebow

Patrick Breen

Marc Kelley

Doug Scattini

Zachary Barnes

John Baillie

To participate in this Reservoir Operations Advisory Committee meeting, the public is invited to observe and address the Committee telephonically or electronically. Instructions for public participation are below:

1. For ZOOM participation please join by computer audio at:
<https://montereycty.zoom.us/j/92085702216>

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

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

Enter this Meeting ID number: 920 8570 2216 PASSWORD 877574 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.

2. 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 unmute their device one at a time. Public speakers may be broadcast in audio form only.

3. 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 by 5:00 p.m. on the Wednesday prior to the Committee meeting. To assist Agency staff in identifying the agenda item to which the comment relates please indicate the Reservoir Operations Advisory Committee meeting date and agenda number in the subject line. Comments received by the 5:00 p.m. Wednesday deadline will be distributed to the Committee and will be placed in the record.

4. 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. Reservoir Operations Advisory 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 end of meeting.

5.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 Wednesday 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 Reservoir Operations Advisory Committee date and agenda number in the subject line.

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

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

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

Para participar en esta reunión del Comité Asesor de la Operación de Embalses, el público están invitados a observar y dirigirse al Comité telefónicamente o por vía electrónica. Las instrucciones para la participación pública están a continuación:

1.El público puede observar la reunión ZOOM a través de computadora haciendo clic en el siguiente enlace: <https://montereycty.zoom.us/j/92085702216>

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

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US

+1 301 715 8592 US

Cuando se le solicite el código de acceso para el código de acceso para entrar a la reunión, presione los siguientes números: 920 8570 2216 PASSWORD 877574 Tenga en cuenta que no hay un Código de participante, simplemente presionará # nuevamente después de que la grabación lo solicite. Se le colocará en la reunión como asistente; cuando esté listo para hacer un comentario público si se une al audio de la computadora, levante la mano; y por teléfono presione * 9 en su teclado.

2. 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.

3. 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 Miércoles 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 Miércoles a las 5 P.M, serán distribuidos al Comité y serán colocados en el registro.

4. 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. 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 Asesor de la Operación de Embalses) 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.

5. 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 Miércoles antes de la reunión a: 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.

6. 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 Miércoles antes de la reunión a 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).

7.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. La solicitud debe hacerse a más tardar el mediodía del Miércoles antes de a la reunión del Comité para dar tiempo a la Agencia para que atienda la solicitud .

8.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 Reservoir Operations Advisory Committee meeting on October 30, 2025.

Attachments: [draft Oct. 30th ResOps Minutes](#)

Staff Reports

2. Reservoir Storage and Release Schedule Update. (Staff Presenting: Joseph Klein)

Attachments: [Reservoir Storage Release Update Report](#)
[ResOps Slides 2025.12.03](#)

3. Winter Outlook.(Staff Presenting: Peter Kwick.)
4. Current Operations and Maintenance Activities at the Reservoirs. (Staff Presenting: Jason Demers)

Status Reports

5.
 - Reservoir Recreation by Concessionaire and Parks Department
 - County of San Luis Obispo Activities
 - Invasive Mussel Update

Calendar

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

Adjournment

County of Monterey

*Saffron Room
1441 Schilling Place
Salinas, Ca 93901*



Meeting Agenda

Friday, December 5, 2025

8:30 AM

Saffron Room 1441 Schilling Pl, Salinas CA 93901 or Via Zoom

Water Resources Agency Finance Committee

*John Baillie
Mark Gonzalez
Mike LeBarre
Matthew Simis*

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

1.You may attend in person,

2.For ZOOM participation please join by computer audio at:

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

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

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US

+1 301 715 8592 US

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

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

3.If you wish to comment on a specific agenda item while the matter is being heard, you may participate by the following means: When the Chair calls for public comment on an agenda item, the Zoom Meeting Host, or his or her designee, will first ascertain who wants to comment (among those who are in the meeting electronically or telephonically) and will then call on speakers and un mute their device one at a time. Public speakers may be broadcast in audio form only.

4.If you wish to comment on a particular agenda item, please submit your comments in writing via email to Monterey County Water Resources Agency at WRAPubliccomment@countyofmonterey.gov 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.

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

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

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

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

1.Puede asistir en persona,

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

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

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

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+1 253 215 8782 US

+1 301 715 8592 US

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

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

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

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

4.Si un miembro del público desea comentar sobre un artículo de la agenda en particular, se le es sumamente recomendable que 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 Jueves antes de la reunión del Comité. Para ayudar al personal de la Agencia a identificar el número del artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique la fecha de la reunión del Comité y el número del artículo de la agenda en la línea de asunto. Comentarios recibidos en la fecha límite del Jueves a las 5 P.M, serán distribuidos al Comité y serán colocados en el registro.

5.Los miembros del público que deseen hacer un comentario público general para temas que no están en la agenda del día o que deseen comentar en un artículo específico mientras se escucha la presentación, lo pueden hacer enviando un comentario por correo electrónico, preferiblemente limitado a 250 palabras o menos, a WRAPubliccomment@countyofmonterey.gov. 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. 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 reunion 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 (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. 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 Action Minutes of the Finance Committee meeting on November 7, 2025.

Attachments: [draft Finance Minutes November 7, 2025](#)

Presentations

2. Monterey One Water Financial Reports thru September 2025. (Staff Presenting: Yohana Vargas of Monterey One Water)

Attachments: [M1W Financials 2025 09 30](#)

Scheduled Items

3. Consider receiving the October 2025 Financials for All Agency Funds. (Staff Presenting: Nora Cervantes)

Attachments: [FY26_2025 10 Financial](#)
[25 10 WRA Financial FY26-AP4 PPT](#)

4. Consider recommending that the Monterey County Water Resources Agency Board of Directors approve Amendment No. 1 to the Agreement for Services with Balance Hydrologics for the Carmel River Flooding Impacts Study, to increase the amount of the contract by \$50,000 for a total agreement amount of \$192,300; and authorize the General Manager to execute Amendment No. 1. (Staff Presenting: Amy Woodrow)

Attachments: [Board Report](#)
[Agreement For Services - Balance Hydrologics](#)
[Amendment No.1 - Balance Hydrologics](#)

Status Reports

5. Update of the Grants in FY2025-26. (Staff Presenting: Nan Kim)

Attachments: [WRA FY26 Grants](#)

6. Review of allocation requests for the FY2025-26 budgets. (Staff Presenting: Nan Kim)

Attachments: [Staff Requests FY2025-26 Budget](#)

Calendar

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

Adjournment



WATER RESOURCES AGENCY

MEMORANDUM

Monterey County

DATE: November 24, 2025

PUBLIC MEETING CANCELLATION NOTICE

THE PERSONNEL AND ADMINISTRATION COMMITTEE

MEETING SCHEDULED FOR

FRIDAY, DECEMBER 5, 2025 @ 10:00 AM

HAS BEEN CANCELLED.

THE NEXT MEETING IS SCHEDULED FOR

FRIDAY, JANUARY 2, 2025 @ 10:00 AM

**WATER RESOURCES AGENCY
1441 SCHILLING PLACE, N. BLDG
SALINAS, CA 93901**



WATER RESOURCES AGENCY

MEMORANDUM

Monterey County

DATE: November 19, 2025

PUBLIC MEETING CANCELLATION NOTICE

THE BASIN MANAGEMENT ADVISORY COMMITTEE

MEETING SCHEDULED FOR

WEDNESDAY, DECEMBER 3, 2025 @ 8:30 AM

HAS BEEN CANCELLED.

THE NEXT MEETING IS SCHEDULED FOR

WEDNESDAY, JANUARY 7, 2025 @ 8:30 AM

**WATER RESOURCES AGENCY
1441 SCHILLING PLACE, N. BLDG
SALINAS, CA 93901**



WATER RESOURCES AGENCY

MEMORANDUM

Monterey County

DATE: November 24, 2025

PUBLIC MEETING CANCELLATION NOTICE

**THE PLANNING COMMITTEE MEETING
SCHEDULED FOR
WEDNESDAY DECEMBER 3, 2025 @ 10:00 AM
HAS BEEN CANCELLED.**

**THE NEXT MEETING IS SCHEDULED FOR
WEDNESDAY JANUARY 7, 2026 @ 10:00 AM**

**WATER RESOURCES AGENCY
1441 SCHILLING PLACE
SALINAS, CA**

County of Monterey

*Cayenne Room
1441 Schilling Place
Salinas Ca. 93901*



Meeting Agenda

Monday, December 8, 2025

9:00 AM

IN-PERSON SPECIAL MEETING STRATEGIC PLANNING WORKSHOP

**Cayenne Conference Room, 1441 Schilling Place
Salinas, Ca. 93901**

Water Resources Agency Board of Directors

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

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

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

Roll Call

Public Comments on items not on today's agenda.

Scheduled Matters

2. Hold a workshop to review the Monterey County Water Resources Agency Strategic Plan Update.

Attachments: [Strategic Planning Workbook December 8, 2025](#)

Public Comment

Adjournment



WATER RESOURCES AGENCY

MEMORANDUM

Monterey County

DATE: December 10, 2025

PUBLIC MEETING CANCELLATION NOTICE

THE WATER RESOURCES AGENCY BOARD OF DIRECTORS

MEETING SCHEDULED FOR

MONDAY, DECEMBER 15, 2025 @ 12:00 PM

HAS BEEN CANCELLED.

THE NEXT MEETING IS SCHEDULED FOR

TUESDAY, JANUARY 20, 2026 @ 12:00 PM

**WATER RESOURCES AGENCY
1441 SCHILLING PLACE
SALINAS, CA 93901**



MONTEREY COUNTY WATER RESOURCES AGENCY

M E M O R A N D U M

DATE: December 17, 2025

PUBLIC MEETING RESCHEDULING NOTICE

**THE JOINT WATER RESOURCES/BOARD OF
SUPERVISORS LEADERSHIP COMMITTEE**

MEETING SCHEDULED FOR

THURSDAY JANUARY 15, 2026 @ 10:30AM

HAS BEEN RESCHEDULED.

THE NEXT MEETING IS SCHEDULED FOR

MONDAY JANUARY 26, 2026 @ 1:00PM

**WATER RESOURCES AGENCY
1441 SCHILLING PLACE
SALINAS, CA**



WATER RESOURCES AGENCY

MEMORANDUM

Monterey County

DATE: December 16, 2025

PUBLIC MEETING CANCELLATION NOTICE

THE RESERVIOR OPERATIONS ADVISORY COMMITTEE

MEETING SCHEDULED FOR

THURSDAY, JANUARY 29, 2026 @ 1:30 PM

HAS BEEN CANCELLED.

**WATER RESOURCES AGENCY
1441 SCHILLING PLACE, N. BLDG
SALINAS, CA 93901**



WATER RESOURCES AGENCY

MEMORANDUM

Monterey County

DATE: December 16, 2025

PUBLIC MEETING CANCELLATION NOTICE

**THE FINANCE COMMITTEE MEETING SCHEDULED FOR
FRIDAY, JANUARY 2, 2026 @ 8:30 AM
HAS BEEN CANCELLED.**

**WATER RESOURCES AGENCY
1441 SCHILLING PLACE, N. BLDG
SALINAS, CA 93901**



WATER RESOURCES AGENCY

MEMORANDUM

Monterey County

DATE: December 16, 2025

PUBLIC MEETING CANCELLATION NOTICE

THE PERSONNEL AND ADMINISTRATION COMMITTEE

MEETING SCHEDULED FOR

FRIDAY, JANUARY 2, 2026 @ 10:00 AM

HAS BEEN CANCELLED.

**WATER RESOURCES AGENCY
1441 SCHILLING PLACE, N. BLDG
SALINAS, CA 93901**



WATER RESOURCES AGENCY

MEMORANDUM

Monterey County

DATE: December 16, 2025

PUBLIC MEETING CANCELLATION NOTICE

THE BASIN MANAGEMENT ADVISORY COMMITTEE

MEETING SCHEDULED FOR

WEDNESDAY, JANUARY 7, 2026 @ 8:30 AM

HAS BEEN CANCELLED.

**WATER RESOURCES AGENCY
1441 SCHILLING PLACE, N. BLDG
SALINAS, CA 93901**



WATER RESOURCES AGENCY

MEMORANDUM

Monterey County

DATE: December 16, 2025

PUBLIC MEETING CANCELLATION NOTICE

**THE PLANNING COMMITTEE MEETING SCHEDULED FOR
WEDNESDAY, JANUARY 7, 2026 @ 10:00 AM
HAS BEEN CANCELLED.**

**WATER RESOURCES AGENCY
1441 SCHILLING PLACE, N. BLDG
SALINAS, CA 93901**



County of Monterey

Item No.17

Board Report

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

Legistar File Number: WRAG 26-005

January 20, 2026

Introduced: 1/8/2026

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

2025 Well Permit Application Activities Update. (Staff: Guillermo Diaz-Moreno)

Well Permit Application Activities Update

SUMMARY/DISCUSSION:

In support of Monterey County's Well Permit Application Program the Agency acts as technical advisor to the program's lead agency, the Environmental Health Bureau (EHB). In accordance with a 1991 interdepartmental Memorandum of Agreement between the Agency and EHB, the Agency performs a comprehensive review process on well permit applications for new wells pumping five acre-feet of water or more per year, as well as for proposed well destructions and repairs.

The Agency aims to provide comments to EHB within five (5) business days of receiving new well permit applications. The Agency has provided EHB a review within 4.3 business days, on average, for permits received in 2025.

The Agency also reviews final well designs and annular seal depth proposals on an on-going basis and is committed to providing a response to EHB within twenty-four (24) hours of receiving design proposals.

The Agency receives funds that cover staff time for well application review, well completion report processing, and database maintenance from fees collected by EHB. The Agency's fees are defined in Article XI of the Monterey County Fee Resolution.

The Agency conducts a well impact assessment for non-replacement domestic and high-capacity wells in fulfillment of the County's mandate to implement policies of the 2010 Monterey County General Plan. This year, none of the well impact assessments performed indicated potential for significant adverse impacts to the subject under evaluation by the applicable policy (e.g., existing domestic wells, water system wells, or in-stream flows).

Table 1 (attached) provides a summation of well permit applications received in 2025 for evaluation by Agency staff, categorized by permit type, Agency management area, and aquifer unit. Also included is a tabulation of new well applications reviewed for the year. This table is now being provided to the Board of Directors and Water Resources Advisory Committee on a yearly basis.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

None

Prepared by: Guillermo Diaz Moreno, Hydrologist, (831) 755-4860

Attachments:

Table 1 - Summary of Well Permits Received

Well Permits Received January-December, 2025

Permit Type

- △ Construction- High Capacity Agricultural
- ▽ Construction- Non High Capacity Agricultural
- Construction-Domestic
- ⊕ Construction-Other
- Destruction
- ◇ Other
- ⬠ Repair

Subarea/Aquifer

- 180-Ft Aquifer
- 400-Ft Aquifer
- Deep Aquifers
- East Side
- Forebay
- Upper Valley
- Outside Zone 2C or defined GW Basin
- Interconnected Surface

Zone 2C

CA 118 Groundwater basins in Monterey County

Table 1. Well Permit Applications Received by Category: January - December, 2025

| Subarea/ Aquifer | Construction: Agricultural | | Construction: Domestic | Construction: Other | Destruction | Repair | Other | Yearly Total |
|--|-------------------------------|-------------------|---------------------------|------------------------|-------------|----------|-------|--------------|
| | High Capacity | Non High Capacity | | | | | | |
| 180-Ft Aquifer | 1 | | | | 4 | | | 5 |
| 400-Ft Aquifer | 5 | 1 | 1 | 1 | 3 | 2 | | 13 |
| Deep Aquifers | | | 1 | 1 | | | | 2 |
| East Side | 3 | | 5 | 1 | 8 | 1 | | 18 |
| Forebay | 1 | | 1 | | 4 | | | 6 |
| Upper Valley | 3 | | 3 | | 1 | | | 7 |
| Interconnected Surface | | | | | | | | |
| Outside Zone 2C, Undefined GW Basin | 1 | 9 | 29 | 4 | 13 | | | 56 |
| Total | 14 | 10 | 40 | 7 | 33 | 3 | | 107 |



County of Monterey

Item No.18

Board Report

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

Legistar File Number: WRAG 26-010

January 20, 2026

Introduced: 1/13/2026

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Reservoir Storage Release Update Report. (Staff: Joseph Klein)

Reservoir Storage & Release Update

SUMMARY/DISCUSSION:

The Board of Directors receives monthly updates on the status of Agency reservoirs.

RESERVOIR ELEVATION / STORAGE: As of January 9, 2026, San Antonio Reservoir has a water surface elevation of approximately 745.9 feet (NGVD 29), with 181,445 acre-feet of water in storage. Nacimiento Reservoir has a water surface elevation of approximately 759.55 feet, with 185,218 acre-feet of water in storage. San Antonio Reservoir is currently at 54% of storage capacity and Nacimiento Reservoir is at 49% of capacity.

RAINFALL: Recent rounds of rainfall have caused significant winter flows in the Salinas watershed. The first significant storm, from December 22, 2025 to December 28, 2025 created connected flow in the Salinas river from the upper watershed to the lagoon, with a peak flow of 4,238 cfs at the Nacimiento River below Sapaque Creek gage, above the Nacimiento reservoir on December 25, 2025. The second major group of rainfall events occurred between January 1, 2026 and January 6, 2026. This group created a peak flow of 8,836 cfs at Nacimiento below Sapaque on January 4, 2026, and a peak flow of 2,483 cfs at the San Antonio River near Lockwood gage, above the San Antonio Reservoir, on January 5, 2026.

Water year net inflows (since October 1, 2025) to the reservoirs are now 10,800 acre-feet to San Antonio Reservoir and 46,000 acre-feet to Nacimiento Reservoir.

SALINAS RIVER LAGOON: Following the late December rainfall and subsequent river flows, water surface elevation in the Salinas Lagoon rose from approximately 3 ft (NGVD29) to 4.9 ft. Following the second set of storms in early January, Lagoon water surface elevation rose from 4 ft on January 2, 2026 to above 5 ft on January 3, 2026. With natural flows from the Arroyo Seco and upper Salinas Rivers reaching the Lagoon and continuing to increase, the Agency facilitated a breach of the lagoon to alleviate localized flooding in accordance with the Agency's Low Effect Habitat Conservation Plan on January 4, 2026. Water surface elevation in the lagoon reached a peak of 6.82 ft on January 4, 2026.

RESERVOIR RELEASES: Minimum releases are being made from both reservoirs for maintenance of habitat below the dams. Conservation season releases concluded on Wednesday, September 24, 2025, from San Antonio Reservoir, and Friday, September 26, 2025 from Nacimiento Reservoir.

Releases as of January 9, 2026:

- Nacimiento Reservoir: 60 cfs
- San Antonio Reservoir: 10 cfs

Total releases from both reservoirs to the Salinas River are approximately 70 cfs. The following “provisional” flows have been recorded by the USGS:

- Nacimiento River below Nacimiento Dam 65 cfs
- Salinas River near Bradley: 388 cfs
- Salinas River near King City Greater than 295 cfs*
- Salinas River at Soledad: 710 cfs
- Arroyo Seco below Reliz Creek near Soledad 240 cfs
- Salinas River near Chualar: 778 cfs
- Salinas River near Spreckels: 779 cfs

*Partial range gage, not currently rated higher than 295 cfs.

Prepared by: Joseph Klein, Hydrologist (831) 755-4860



County of Monterey

Item No.19

Board Report

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

Legistar File Number: WRAG 25-203

January 20, 2026

Introduced: 12/2/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

1. Email Correspondence dated December 2, 2025 to Ara Azhderian, General Manager, Board of Directors, Monterey County Water Resources Agency from Jonathan Rivera, Commission Counsel, Enforcement Division, Fair Political Practices Commission re: MCWRA Rejection Letter Redacted.
2. Email correspondence dated December 3, 2025, to Ara Azhderian, General Manager, Board of Directors, Clerk of the Board, Clerks, Piret Harmon, SVBGSA, Chayito Ibarra M1 Water from Bill Lipe, General Public re: General Public Comment- Reflections following FPPC Closure.
3. Email Correspondence dated January 5, 2026, to Ara Azhderian, General Manager, Shaunna Murray Deputy General Manager, Monterey County Water Resources Board of Directors, from Bill Lipe, General Public Comment re: Triage and Transition Alternative Implementation Packet.
4. Email Correspondence dated January 7, 2026, to Ara Azhderian, General Manager, Board of Directors, Monterey County Water Resources, Clerks, from Bill Lipe, General Public Comment re: Public Comment Agenda Item 2.1 - Board Packet Supplement-Executive Comparison of Reservoir Data.
5. Email Correspondence dated January 7, 2026, to Ara Azhderian, General Manager, Board of Directors, Monterey County Water Resources, Clerks, from Bill Lipe, Public Comment Agenda Item 2.1: SGMA Engine Reality Check.
6. Email Correspondence dated January 12, 2026, to Ara Azhderian, General Manager, Board of Directors, Clerk, from Rick Kleinsasser, MCWRA Board of Directors Meeting January 20, 2026 Letter.



CALIFORNIA FAIR POLITICAL PRACTICES COMMISSION
1102 Q Street • Suite 3050 • Sacramento, CA 95811

December 2, 2025

William Lipe

Via Email: [REDACTED]

Re: Complaint No. COM-04222025-01091; Kraig Hill, Matt Simis, Michael Scattini, John Baillie, Monterey County Water Resources Agency

Dear Mr. Lipe,

This letter is in response to the sworn complaint you submitted to the Enforcement Division of the Fair Political Practices Commission (“Commission”) regarding the above-named individuals. After review of the complaint and the evidence provided, the Enforcement Division will not pursue an enforcement action in this matter. The financial effect on the public official's financial interest is deemed indistinguishable from that of the public generally where there is no unique effect under Regulation 18703(e)(1) for “Public Services and Utilities.” If you have any questions, please contact Jonathan Rivera at jrivera@fppc.ca.gov.

Sincerely,

Kendall L.D. Bonebrake

Kendall L.D. Bonebrake
Chief of Enforcement Division

Letter to the MCWRA Board of Directors

From: Bill Lipe

Date: December 3, 2025

Dear Chair LeBarre and Honorable Directors,

I hope this message finds each of you well.

It has been almost eight months since I filed my sworn complaint with the Fair Political Practices Commission. I recently received their decision not to pursue the matter. I understand and respect that outcome, and I want to offer some context, not as criticism but as a reflection shared in good faith.

My intention was never to cause trouble or harm. The complaint arose from principle, based on what I observed over many meetings: sincere comments from several directors about their own bottom lines, heritage, leases and legacies. Such remarks inevitably shape public perception when decisions affect a small and vulnerable group of landowners in the CSIP area. Others noticed this as well; I was simply the one with nothing to lose by speaking up.

I want to be clear: I hold deep affection for each of the three directors named in the complaint.

John Baillie was a friend of my father in hard times, and I will never forget the genuine conversation we shared at the Rodeo last summer. I know how much he cared for my Dad and for our family.

Matt Simas is a good man, thoughtful, steady. I know he was a close confidant of **Rick Antle**, who was a mentor to me. I still picture Rick in that bright red one-piece ski suit at Alpine Meadows, or walking down the pier at Rubicon Bay with that unmistakable Antle ease. Those memories are precious.

Michael Scattini and I go back generations. Our families built pieces of this valley together, Palma High included. I still remember Michael as a kid with a broken leg propped on a pillow in the back of our Suburban coming home from Lake Tahoe, and the Arroyo Seco trips with his cousins Greg and Doug, who were like brothers during some difficult years of my youth.

So I want you all to hear this clearly:

My complaint was born out of love, not resentment. Concern, not hostility.

I saw a troubling trend in our water-policy framework, one shaped heavily by self-interest (understandably so for farmers), but where perceived conflicts of interest were going unaddressed at a time when Monterey County faces a crisis unlike anything in our history.

Our coastal-area subbasins, the 180/400 and the Eastside, are withering. The State of California is preparing to lay down mandates we have never seen before.

Someone had to say something.

God's path for me, it seems, was to draw the short straw.

I became, in many ways, the sacrificial lamb, willing to be criticized, dismissed, or resented, because many in the public were discouraged by what they saw but did not want to be the one to stand up. And that is okay. I accepted that burden knowingly.

And yet, something beautiful happened.

Since the filing of that complaint, I have noticed, and so have others, a real improvement in how the Board communicates, deliberates, and expresses awareness of conflicts. I have heard more care in the language chosen, more clarity in the reasoning offered, more reflection in the tone of the discussions. Even more heartening, new internal policies on conflicts of interest and ethics have been developed.

If my letter played any small role in encouraging that growth, then every difficult moment was worth it.

Before I close, I want to offer something gently, with respect and without accusation: Please consider taking a careful look at your **Form 700 filings** this coming year, especially real property assets, personal property valuations, and any items that may have been overlooked. I am not filing a complaint about it, nor do I intend to. This is simply a friendly reminder, given in the same spirit that Mr. Franklin once quietly reminded me to recuse myself years ago when I served on a public board.

I have learned not to dwell too long on tensions, because it can consume a person. What matters is where we go from here.

A new day is upon us.

The celebration of the birth of Jesus draws near, and a new year is fast approaching.

Let us meet these days with renewed unity and shared purpose.

Let us show this community, and the State, that despite past challenges, **we are capable of rising together**, of tending to our critically overdrafted basin with seriousness, humility, and resolve.

I sincerely believe we can do just that.

Merry Christmas, and Happy New Year.

With respect and gratitude,

Bill Lipe

From: [Bill Lipe](#)
To: [MC Water](#)
Cc: [ClerkoftheBoard](#); [Azhderian, Ara](#); [Clerks](#); [Piret Harmon](#); [Chayito Ibarra](#)
Subject: General Public Comment – Reflections Following FPPC Closure (For the Record)
Date: Wednesday, December 3, 2025 9:03:57 AM
Attachments: [20251203 - General Public Comment Follow re FPPC Closure.pdf](#)

This Message Is From an External Sender

[CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Dear Clerk(s),

Please accept the attached letter as general public comment for inclusion in the official public record(s). It is offered respectfully and in good faith, following the recent closure of my FPPC complaint and in light of ongoing public discussions regarding governance, transparency, and stewardship of our critically overdrafted basins.

Thank you for your time and for ensuring this is properly recorded.

Warm regards,
Bill Lipe
Salinas, CA
william.o.lipe@gmail.com

Triage and Transition: Alternative Implementation Packet

Executive Summary for formal Board Submittal

SUBMITTED BY: Bill Lipe, Member of the Public

DATE: January 4, 2026

SUBJECT: Numeric Implementation Strategy for the 180/400-Foot Aquifer Subbasin

Overview

This packet provides a ready-to-adopt, numeric implementation roadmap designed to move the 180/400-Foot Aquifer Subbasin from a high-risk qualitative "Framework" to an accountable, data-driven management posture. Current administrative narratives provide no credible management signal for a Critically Overdrafted (COD) basin and risk triggering State Water Resources Control Board (SWRCB) intervention.

The following six-step strategy daylights critical data gaps, establishes a definitive fiscal baseline for the "cost of inaction," and optimizes the **\$954.6 Million** infrastructure investment through integrated scaling.

Packet Components

1. **The Evidentiary Foundation (Review & Critique):** Establishing that the Agency possesses granular data—including harvested acreage and a **\$3.4 Billion** agricultural asset valuation—but has intentionally avoided numeric analysis in its public frameworks.
2. **The Corrective Action Table:** A precision mapping of "missing math" items (e.g., establishing the **\$4.8 Million annual volumetric state fee**) directly to mandated **SGM Round 2 Grant** deliverables.
3. **DWR Determination Simulation:** A diagnostic finding of "**Approved with Corrective Action**" that identifies the regulatory leverage needed to mandate numeric accountability.
4. **Board Resolution No. 2026-XX:** A formal decree adopting numeric intervention baselines, quantified **\$AFY\$ pumping targets**, and "Public Access First" transparency protocols to protect the **\$2.3 Billion** vegetable sector.
5. **Board Staff Report & PowerPoint:** Administrative tools to visualize the "**Hybrid Scaling Analysis**"—showing how quantified Demand Management can lower the capital expenditure (\$CAPEX\$) of the **\$954.6 Million BGRP**.
6. **Stakeholder Fact Sheet:** A distillation of the choice between local control and State probation, highlighting the **\$4.8M+ entry cost** of intervention.

The "Missing Math" Value Proposition

The Dec 2025 Project Update Report admits that Demand Management is a tool to **"appropriately scale supply projects"**. This packet enables the Board to identify the "sweet spot" where specific pumping reductions minimize the required capacity and cost of the **Brackish Groundwater Restoration Project (BGRP)**.

Recommendation

It is recommended that the Board of Directors direct staff to integrate this **Corrective Action Table** into all SGM Round 2 feasibility studies immediately to secure regional water security and avoid the unmitigated costs of State Intervention.

Step 1: The Evidentiary Foundation (Review & Critique)

This component formally establishes that the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) possesses the technical means and granular data required for numeric performance standards but has intentionally opted for a qualitative narrative approach. This choice obscures critical financial risks to stakeholders and misaligns the Agency with the requirements for a Critically Overdrafted (COD) basin.

I. Data Availability vs. Narrative Choice

The Agency currently possesses a robust technical baseline that has not been translated into management signals:

- **Granular Baseline Data:** The Agency has documented harvested acreage by major crop type across all subbasins.
- **Monetized Asset Value:** The gross annual value of Salinas Valley agricultural commodities exceeds **\$3.4 Billion**.
- **Probation Cost Knowledge:** The Agency's own reports accurately recite **State Water Resources Control Board (SWRCB)** probation fees of **\$300 per well** and **\$40 per acre-foot**.
- **The "Missing Math":** Despite having these figures, the Agency has failed to perform the simple arithmetic required to inform 180/400 stakeholders of the cumulative annual fiscal "cost of inaction" under state intervention⁷.

II. The Component 6 Failure: Qualitative Obscurity

The "Demand Management Framework" deliverable for the Round 1 Grant (Component 6) fails to meet the standard of care required for the 180/400 Subbasin:

- **Narrative Rankings:** The Framework presents demand management costs using qualitative "low/moderate/high" rankings rather than the quantified numeric projections requested by the public and required for effective triage.
- **Lack of Quantification:** The deliverable is not tied to quantified pumping reductions (\$AFY\$ or percentage goals).
- **SWI Disconnect:** The Framework was initially presented as "SWI ignorant," failing to provide triggers or pathways linked to seawater intrusion thresholds in the 180/400 basin.
- **Scaling Inefficiency:** By failing to quantify demand management, the Agency cannot determine the "sweet spot" where pumping reductions could reduce the **\$954.6 Million** capital cost of the Brackish Groundwater Restoration Project (BGRP).

III. Process Integrity and Procedural Deficiencies

The administrative record reflects a documented trend of undermining transparency and board-level decision-making:

- **Conflicting Intent:** On March 25, 2025, the Agency assured DWR of its "intent" for all subbasins to make recommendations. Within 24 hours, internal communications between the facilitator and staff confirmed a pivot to a single document without individual subbasin work.
- **Committee Manipulation:** Internal directives from March 2025 instructed consultants to craft narratives so it "doesn't look like staff and the consultants are driving the bus" and to get committees to "embrace ideas as their own".
- **Non-Public Policy-Making:** Since at least October 2024, staff and consultants utilized "bcc" email functions to set the stage for committee meetings behind the scenes, withholding preparatory materials from the public in violation of the Brown Act and the **Contracted Staffing Policy**.

Step 2: The "Missing Math" (Corrective Action Table)

This table serves as the primary technical directive to the SVBGSA Board and its technical consultants. It maps the analytical gaps identified in **Step 1** directly to the deliverables mandated by the **SGM Round 2 Implementation Grants**. The objective is to replace the current qualitative "Framework" with a numeric, record-ready implementation strategy for the 180/400-Foot Aquifer Subbasin.

| Missing Math / Deficiency | Required Technical Correction | SGM R2 Grant Deliverable Mapping | Deadline |
|--|---|--|--------------------|
| Probation Fiscal Baseline | Apply the established \$40/AF extraction fee and \$300/well charge to the 180/400 extraction volume (~120,000 \$AFY\$). | Economic & Financial Feasibility Study: Must include a numeric side-by-side comparison of State Intervention costs vs. local project assessments. | Spring 2026 |
| Quantified DM Targets | Supersede the qualitative "low/mod/high" rankings with specific \$AFY\$ pumping reduction targets derived from SVIHM/SVOM modeling. | Demand Management Program Rules: Define specific rules, measurement methods, and quantified reduction goals expressed in volume or percentage. | Feb 2026 |
| Infrastructure Scaling Analysis | Quantify how varying levels of Demand Management (10%, 20%, 30%) reduce the required capacity and \$954.6M capital cost of the BGRP. | PMA Selection Process & Criteria: Analysis to identify the optimal cost-effective mix of demand management and supply augmentation. | Spring 2026 |

| Missing Math / Deficiency | Required Technical Correction | SGM R2 Grant Deliverable Mapping | Deadline |
|---|--|---|------------------|
| Monetized Asset Risk | Calculate the actual fiscal risk to the \$2.3 Billion vegetable sector specifically attributable to Seawater Intrusion (SWI) degradation. | Economic Impact Analysis of DM: Refinement of crop budgets and financial models to determine regional "Willingness to Pay" (WTP). | June 2026 |
| Transparency & Procedural Cure | Address documented discrepancies in reported "intent" and non-public committee communication protocols. | Governance & Outreach Protocols: Formal adoption of "Public Access First" standards for all R2-funded technical sub-committees. | Jan 2026 |

Implementation Requirements

- **Modeling Integrity:** All calculations must be grounded in the **Salinas Valley Operational Model (SVOM)** and **Seawater Intrusion Model (SWIM)**.
- **Proportionality standard:** Data sets must be developed to withstand legal challenge under the *Patz v. City of San Diego* standard, ensuring fees do not exceed the proportional cost of service.
- **Record-Safe Communication:** All spreadsheets, preparatory guidance, and data tables provided to a committee quorum must be simultaneously made available to the public.

Step 3: Regulatory Leverage (DWR Simulation)

This **DWR Reviewer Simulation** evaluates the **180/400-Foot Aquifer Subbasin GSP Amendment 1**. It identifies the specific regulatory risk of an "**Inadequate**" determination if the SVBGSA continues to rely on narrative frameworks rather than the numeric fixes specified in the **Corrective Action Table**.

I. Simulated DWR Determination Summary

- **Likely Status:** Inadequate / Approved with Corrective Actions.
- **Core Finding:** While technical progress is noted regarding the **Brackish Groundwater Restoration Project (BGRP)**, the **Demand Management (DM) Framework** is found insufficient for a **Critically Overdrafted (COD)** basin because it fails to provide a "credible management signal".
- **Primary Risk:** Failure to address these numeric deficiencies will lead to a referral to the **State Water Resources Control Board (SWRCB)** for potential **State Intervention** and **Probation**.

II. Deficiency Drivers (23 CCR §354 Series)

1. Technical Inadequacy: Lack of Quantified Demand-Side Goal Setting

- **Regulator View:** The **Fifth Amendment to the Grant Agreement** requires "demand-side goal setting".
- **GSP Violation:** The current Framework relies on qualitative "low/moderate/high" cost assessments.
- **Consequence:** DWR generally rejects "performative optimism" in COD basins. Without **AFY pumping targets**, the management action is not "measurable" or "enforceable" as required by **23 CCR §354.44**.

2. Economic Feasibility: Failure to Quantify the No Action Alternative (NAA)

- **Regulator View:** A defensible NAA must clearly define the "regulatory and financial consequences of inaction".
- **GSP Violation:** The GSA correctly identifies **Probation Fees** (\$300/well + \$40/AF) but fails to apply the math to the subbasin's **120,000 AFY** extraction volume.
- **Consequence:** The absence of this **\$4.8 Million annual volumetric baseline** renders the "Willingness to Pay" analysis for the **\$954.6 Million BGRP** conceptually weak.

3. Integrated Strategy: Lack of Infrastructure Scaling Analysis

- **Regulator View:** GSAs must identify the "cost-effective combination" of projects and management actions.
- **GSP Violation:** The Agency admits DM can "appropriately scale supply projects" but has not modeled how pumping reductions reduce the capital cost of the BGRP.
- **Consequence:** This represents a failure in **integrated implementation strategy**, risking over-investment or financial insolvency.

III. The "Intervention Track" Trigger

DWR will signal that the subbasin is at **Stage 3 or 4 (At Risk / Likely Probation)** if the GSA does not pivot to numeric accountability by the February 2026 deadline.

- **SWRCB Triggers:** If the GSP is found "Inadequate" and not corrected, the state backstop becomes unavoidable.
- **Direct Impact:** Stakeholders lose local control, and the state may mandate an "engineered solution" paid for by landowners without the benefit of local grant offsets.

Step 4: The Formal Decree (Board Resolution 2026-XX)

This resolution formalizes the policy pivot from qualitative "frameworks" to numeric performance standards. By adopting this decree, the Board establishes an authoritative mandate for technical consultants and Agency staff to provide the "missing math" necessary for regulatory compliance and fiscal transparency.

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY ADOPTING NUMERIC PERFORMANCE STANDARDS, INTERVENTION COST BASELINES, AND ENHANCED TRANSPARENCY PROTOCOLS FOR THE 180/400-FOOT AQUIFER SUBBASIN

WHEREAS, the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) is responsible for the management of the 180/400-Foot Aquifer Subbasin, a critically overdrafted (COD) basin as classified by the Department of Water Resources (DWR); and

WHEREAS, the Board has reviewed the **180/400-Foot Aquifer Subbasin Project Update Report (December 2025)**, identifying the **Brackish Groundwater Restoration Project (BGRP)** as a technically viable solution to meet seawater intrusion (SWI) Minimum Thresholds (MT); and

WHEREAS, public comment and administrative review have identified a "missing math" gap regarding the fiscal comparison between local project implementation and the definitive costs of **State Water Resources Control Board (SWRCB) Intervention**; and

WHEREAS, the Board recognizes that effective triage of a COD basin requires an integrated strategy that scales infrastructure investments in direct coordination with quantified demand management targets.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the SVBGSA as follows:

1. Establishment of the "Intervention Fiscal Baseline"

The General Manager and technical consultants are hereby directed to establish a numeric fiscal baseline for the **No Action Alternative (NAA)**. This calculation shall apply the established SWRCB probation fees—**\$300 per well** and **\$40 per acre-foot**—to the 180/400 Subbasin's estimated extraction volume (~120,000 \$AFY\$) to inform stakeholders of the minimum annual cost of state intervention.

2. Transition to Quantified Demand Management (DM) Targets

The Agency shall supersede the qualitative "Low/Moderate/High" risk rankings in the Demand Management Framework. Staff is directed to utilize the **Salinas Valley Operational Model (SVOM)** to establish specific pumping reduction targets, expressed in **acre-feet per year (\$AFY\$) or percentage-based goals**, for the 180/400 Subbasin no later than **February 2026**.

3. Integrated Project Scaling Mandate

All future engineering and feasibility reports for the **\$954.6 Million BGRP** must include a "Hybrid Scaling Analysis". This analysis shall determine the degree to which quantified pumping reductions (DM) can decrease the required capacity, and thus the total capital and operational cost, of the extraction barrier and treatment facilities.

4. Adoption of "Public Access First" Transparency Protocols

To ensure procedural integrity and consistent with the **Contracted Staffing Policy (Resolution 2025-06)**, the Agency adopts the following protocols for all grant-funded committees:

- **Simultaneous Dissemination:** All written materials, including preparatory data and guidance, provided to a Committee quorum must be disseminated to the public simultaneously.
- **Prohibition of "BCC" Policy-Making:** The use of non-public email lists to set meeting narratives or provide technical guidance to Committee members is hereby prohibited.

5. Economic Risk Monetization

Technical consultants are directed to monetize the fiscal risk to the **\$2.3 Billion** vegetable production sector within the 180/400 Subbasin attributable to ongoing seawater intrusion. This data shall be incorporated into the "Willingness to Pay" (WTP) analysis required for the **USBR Title XVI Feasibility Study**.

PASSED AND ADOPTED this ____ day of January 2026.

Step 5: Implementation Documents

These documents are designed to formalize the transition to numeric standards for the SVBGSA Board of Directors. They explicitly incorporate the "Hidden Costs of Intervention" to ensure the Board and stakeholders recognize that the **No Action Alternative (NAA)** represents a catastrophic loss of regional economic control.

I. Staff Report (Board Packet Item)

ITEM: Adoption of Numeric Performance Standards and Integrated Infrastructure Scaling for the 180/400-Foot Aquifer Subbasin.

MEETING DATE: January 2026

1. RECOMMENDATION

That the Board of Directors adopt Resolution No. 2026-XX, establishing numeric fiscal baselines for State Intervention and directing the quantification of Demand Management (DM) targets to scale regional infrastructure projects.

2. BACKGROUND

The December 2025 Project Update Report confirms that the Brackish Groundwater Restoration Project (BGRP) is the only modeled solution capable of meeting the 2040 Seawater Intrusion (SWI) Minimum Threshold (MT). However, the current administrative record lacks the numeric math required for stakeholders to evaluate the \$954.6 Million BGRP price tag against the real-world costs of a "No Action" scenario.

3. ANALYSIS: THE TRUE COST OF INTERVENTION

To maintain regulatory adequacy, the Agency must move beyond narrative cost descriptions and quantify the following risks associated with State Water Resources Control Board (SWRCB) Intervention:

- **Immediate Probation Fees:** Volumetric fees of **\$40/AF** applied to the 180/400 Subbasin's **120,000 AFY** extraction volume represent a **\$4.8 Million annual bill** to local pumpers for state oversight alone.
- **Asset Risk to the \$2.3 Billion Vegetable Sector:** SWI directly threatens **100,600 harvested acres** in the 180/400 Subbasin. State-mandated pumping limits under an "Interim Plan" could bypass local economic priorities, placing over **\$2.3 Billion** in annual crop value at risk.

- **Loss of Local Control over Infrastructure:** Under intervention, the State can mandate engineered solutions. This removes the Agency's ability to leverage **USBR Title XVI** grants or optimize costs through local "Hybrid Scaling," potentially forcing landowners to bear 100% of capital costs without grant offsets.

4. FISCAL IMPACT

Adoption of these standards secures the defensibility of SGM R2 Grant reimbursements and federal funding applications. Failure to act increases the probability of DWR finding the GSP "Inadequate," leading directly to the state intervention costs described above.

II. PowerPoint Presentation Outline

Slide 1: Triage and Transition: The 180/400 Implementation Strategy

- **Objective:** Adopt numeric performance standards and formalize transparency.
- **The Goal:** Provide stakeholders with the "Missing Math" to choose between local control and State probation.

Slide 2: The \$4.8 Million "Entry Fee" for Probation

- **Known Fees:** \$300/well and \$40/AF.
- **The Baseline:** Extraction of **120,000 AFY = \$4.8 Million/year** in volumetric fees paid to the State.
- **Note:** These fees only cover "oversight" and do not contribute to local water supply projects.

Slide 3: High-Tier Intervention Risks: Beyond Fees

- **State-Mandated Pumping Limits:** The SWRCB can enforce ramp-downs that bypass Salinas Valley economic logic.
- **Asset Risk:** **\$2.3 Billion** in vegetable production at risk from advancing SWI.
- **Stranded Assets:** Risk to land values currently averaging **\$38,000–\$64,000 per acre** if the freshwater source is lost.

Slide 4: The Solution: Hybrid Scaling of the BGRP

- **Infrastructure Cost:** The BGRP Injection Only scenario is estimated at **\$954.6 Million**.
- **The Efficiency Lever:** DM can "appropriately scale supply projects".
- **The Math Required:** Evaluate how **10–30% pumping reductions** can reduce the size and capital cost of the extraction barrier and treatment plant.

Slide 5: Integrity and Transparency Protocols

- **Requirement:** Adhere to **Resolution 2025-06 (Contracted Staffing Policy)**.
- **Correction:** Adopt "Public Access First" protocols—no more "BCC" policy-making.
- **Benefit:** Increases the credibility of GSP implementation claims before DWR and the public.

Slide 6: Conclusion and Recommended Action

- **Adoption:** Move to approve **Resolution No. 2026-XX** to secure regional water security and local control.

Step 6: The Stakeholder Fact Sheet

This summary distills the complex technical and regulatory data from the **180/400-Foot Aquifer Subbasin Project Update Report** and recent administrative filings. It is designed to provide 180/400 Subbasin landowners and stakeholders with the numeric clarity needed to evaluate the true costs of local management versus State intervention.

The 180/400 Subbasin Choice: Local Control vs. State Probation

I. The Cost of Inaction (State Intervention)

If the Subbasin fails to meet Seawater Intrusion (SWI) Minimum Thresholds, the **State Water Resources Control Board (SWRCB)** has the authority to intervene.

- **Annual State Fees:** A minimum of **\$4.8 Million per year** in volumetric extraction fees (\$40/AF based on ~120,000 AFY) plus **\$300 per well**.
- **Pumping Limits:** The State can mandate immediate, non-negotiable extraction reductions that bypass local economic considerations.
- **Mandated Projects:** The State may force the construction of infrastructure, with **100% of the cost** billed to local pumpers without the benefit of local grant-offset optimization.

II. The Asset at Risk: \$2.3 Billion

The 180/400 Subbasin supports the most productive agricultural land in the Salinas Valley.

- **Vegetable Production:** Over **\$2.3 Billion** in annual gross value is directly threatened by advancing seawater intrusion.
- **Land Value:** Agricultural parcels currently average between **\$38,000 and \$64,000 per acre**; these values depend entirely on a sustainable freshwater source.
- **Regional Jobs:** Over **33,000 jobs** and **\$2.9 Billion** in labor income are tied to the continued viability of this aquifer.

III. The Local Strategy: "Hybrid Scaling"

The GSA has identified a path to meet sustainability goals, but it requires moving from narrative frameworks to numeric math.

- **Technical Solution:** An **Extraction Barrier with Injection** (BGRP) is the only project modeled to meet the 2040 Minimum Threshold.
- **The Price Tag:** The estimated capital cost is **\$954.6 Million**.

- **The Triage Opportunity:** By adopting **Quantified Demand Management Targets**, the GSA can "appropriately scale" the BGRP. Pumping reductions of 10–20% can potentially reduce the project size, saving hundreds of millions in capital expenditures and long-term O&M.

IV. Stakeholder Asks for the Board

1. **Show the Math:** Demand a side-by-side fiscal comparison of the total cost of State Intervention versus local "Hybrid Scaling" assessments.
2. **Set Numeric Targets:** Require the Agency to replace "low/mod/high" cost labels with specific **AFY reduction goals** by February 2026.
3. **Public Access First:** Ensure all technical data and preparatory guidance provided to committees are available to the public simultaneously.

Ramirez, Janelle

From: Bill Lipe <william.o.lipe@gmail.com>
Sent: Wednesday, January 7, 2026 4:22 PM
To: Clerks
Cc: Piret Harmon; N. Isakson; Chris Bunn, Jr.; Norm Groot;
admin@salinasbasinwateralliance.com; Azhderian, Ara; MC Water; Greg Scattini
Subject: Public Comment Agenda Item 2.1: Board Packet Supplement - Executive Comparison of Reservoir Data
Attachments: 20260107 - Executive Comparison of Reservoir Data (Agenda Item 2.1).pdf

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SVBGSA Board of Directors,

To support the Board's ingestion of the technical memo, I have prepared this one-page **Executive Comparison Table**. It provides a side-by-side autopsy of the numerical buffoonery in the current record.

While the Alliance spent months on this work, they managed to hallucinate a reservoir release volume that would submerge the entire Salinas Valley under several hundred feet of water. This table exposes the "rake-step" and directs the Board back to the binding agreement: **groundwater flows and SWI**.

The directive remains: **Corrected memo due next week, or zero credit in the 5-Year Evaluation record**.

Best,

Bill Lipe

Resident and drinking water source from the 180/400 subbasin
Administrator and Creator, SGMA AI Engine — SVBGSA Configuration

P.S. SVBGSA Clerks, please distribute this to the Advisory Committee, thank you!

Executive Comparison: Reservoir Statistics & Administrative Record Integrity

Objective: To contrast documented physical constraints with the erroneous figures presented in the AquLogic, Inc. memorandum (Jan 5, 2026).

| Metric | AquiLogic Claim (WY 2024) | Physical Reality / MCWRA Record | Deviation Factor |
|---------------------------------|------------------------------|--|-----------------------|
| Annual Reservoir Releases | 91,205,176 AF | ~500,000 AF (Avg. Annual Flow) | 182x Overstated |
| Combined Storage Capacity | <i>Implied >91M AF</i> | ~800,000 AF (Nacimiento + San Antonio) | 114x Over Capacity |
| Modeling Intent | Surface Water "Borrowing" | Intersubbasin Groundwater Flow & SWI | Scope Misdirection |

The Numerical "Rabbit Hole"

- **Scale Error:** Asserting 91 million AF in releases—roughly double the capacity of every major reservoir in California combined—invalidates every percentage and finding derived from this baseline.
- **Misdirection:** By focusing on surface water "availability," the Alliance has ignored the **binding agreement** to analyze subsurface connectivity and the **180/400-Foot subbasin's** sensitivity to lateral groundwater movement.
- **SWI Omission:** The original intent was to explore seawater intrusion (SWI) impacts; the current memo's detour into river releases avoids the difficult reality of coastal sustainability.

Final Directive

The Agency requires **numerical reliability**, not emotional pleas or statistical fiction.

- **Status:** "Inadequate" for the Administrative Record.
- **Requirement:** Resubmit a corrected memo by **next week**.
- **Consequence:** Uncorrected documents will be excluded from the 5-Year Evaluation index.

Ramirez, Janelle

From: Bill Lipe <william.o.lipe@gmail.com>
Sent: Wednesday, January 7, 2026 4:20 PM
To: Clerks
Cc: Piret Harmon; Norm Groot; N. Isakson; Chris Bunn, Jr.;
admin@salinasbasinwateralliance.com; Azhderian, Ara; MC Water; Greg Scattini
Subject: Public Comment Agenda Item 2.1: SGMA Engine Reality Check
Attachments: 20260107 - Corrective Directive Regarding Inter-Subbasin Modeling (Agenda Item 2.1).pdf; Alliance, SVWC and SVBGSA modeling agreement.pdf

This Message Is From an External Sender

[CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

SVBGSA Board of Directors,

In the spirit of being helpful on the eve of the presentation, I am submitting a final "truth discipline" check performed by the SGMA AI Engine - SVBGSA Configuration.

The engine caught the Alliance stepping on a significant rake: Table 1 of their memo claims **91,205,176 AF** in reservoir releases for 2024. Considering our total reservoir capacity is ~0.8M AF, they have effectively hallucinated a volume double that of every major reservoir in California combined.

Beyond the buffoonish math, the document detours into a surface water rabbit hole to avoid the actual binding agreement: analyzing **intersubbasin groundwater flow** and **SWI impacts**. We are past the point where emotional pleas serve our regulatory standing; the record requires numerical reliability.

I have attached a Technical Memo for the Board to ingest that exposes these errors and forces the focus back to the subsurface dynamics required by the original Work Plan. We are treating this like a school assignment for AquiLogic: resubmit a corrected, defensible memo by **next week**, or receive no credit/standing in the public record for the 5-Year Evaluation.

Best,

Bill Lipe

Resident and drinking water source from the 180/400 subbasin
Administrator and Creator, SGMA AI Engine — SVBGSA Configuration

P.S. SVBGSA Clerks, please distribute this to the Advisory Committee, thank you!

Technical Note: Corrective Directive Regarding Inter-Subbasin Modeling (Agenda Item 2.1)

To: Board of Directors, SVBGSA; Project Teams for SBWA/AquiLogic

From: SGMA AI Engine — SVBGSA Configuration (a.k.a. Bill Lipe)

Date: January 7, 2026

Subject: Helpful Reality Check: Numerical Reliability and Scope Realignment for aquiologic Memo

In the spirit of being helpful on the eve of this presentation, the SVBGSA AI Engine has performed a final "truth discipline" check on the submitted documents. The goal is simple: ensuring the public record reflects numerical reality rather than statistical hallucination.

1. The "Reality Check": Statistical Impossibility

The AquiLogic memo contains a data error so profound it threatens the credibility of the entire Administrative Record. Specifically, Table 1 and Table 2 claim combined reservoir releases for 2024 totaled **91,205,176 AF**.

As a precision instrument, the Engine must note the following:

- **Capacity Limits:** The combined storage capacity for Nacimiento and San Antonio is approximately **800,000 AF**.
- **The Scale Error:** Asserting 91 million AF—roughly double the storage of every major reservoir in the State of California combined—is a fundamental units error that should have been caught months ago.
- **The Helpful Fix:** This is a simple numerical reliability issue. While the Alliance has had months to prepare, the record requires accuracy over drama.

2. Reframing the Misdirection: Back to the Modeling Intent

Beyond the math, the AquiLogic document effectively ignores the binding Modeling Agreement. The original intent and scope were explicitly "to further explore the hydrologic influences between subbasins and the downgradient effects caused by groundwater pumping".

Instead, AquLogic has detoured into a surface water rabbit hole:

- **Surface Water vs. Groundwater:** The memo forces a debate on surface water "availability" rather than the contracted analysis of **intersubbasin groundwater flow**.
- **Omission of SWI:** There is a notable absence of discussion regarding Seawater Intrusion (SWI) impacts, despite the agreement's focus on the **180/400-Foot Aquifer** and its connection to the **Monterey Subbasin**.
- **Availability \neq Utilization:** Having water in the river is not the same as having the legal or infrastructure right to utilize it. Even if the Upper Valley and Forebay utilize ~80,000 AF of reservoir releases, that remains a fraction of total releases. They have detoured from subsurface connectivity into a narrative of "borrowing" that does not exist in the modeling parameters.

3. The "School Assignment" Directive

Time is short, and the SVBGSA has spent nearly a decade on these efforts. We are past the point where emotional pleas or "saviors from across basin lines" serve the Agency's regulatory standing with DWR.

The Directive:

- **Due Date:** AquLogic is invited to resubmit a corrected memo by **next week**.
- **Credit:** Only a numerically reliable, corrected memo will be formally indexed in the public record. Late or uncorrected submissions will receive no credit/standing for the 5-Year Evaluation.
- **Scope:** The resubmission must return focus to **subsurface groundwater flow dynamics** and **SWI impacts** as required by the original Work Plan.

Let's get the numbers right so the Board can move from drama to defensible decision-making.

Bespoke Authors Protocol

- **Charles Babbage** (1791–1871): *For the insistence that if you put into the machine wrong figures, the right answers will not come out.*
- **Florence Nightingale** (1820–1910): *For the absolute necessity of statistical integrity when managing vital resources.*
- **Samuel Johnson** (1709–1784): *For the observation that "round numbers are always false," particularly when they reach 91 million.*

FINAL 12/01/22

COMPUTER MODELING FUNDING AGREEMENT

This Computer Modeling Agreement ("Agreement") is made by the Salinas Valley Basin Groundwater Sustainability Agency ("SVBGSA"), the Salinas Valley Water Coalition ("SVWC"), and the Salinas Basin Water Alliance ("SBWA") (each a "Party," collectively, the "Parties," and SVWC and SBWA collectively referred to as "Funders").

RECITALS

WHEREAS the U.S. Geological Survey ("USGS") is developing the Salinas Valley Integrated Hydrologic Model ("SVIHM") to support water management decisions in the Monterey County portion of the Salinas Valley, which includes the Salinas Valley Groundwater Basin, which is divided into subbasins, including Upper Valley, Forebay, 180/400-Foot Aquifer, Eastside, Langley, and Monterey; and,

WHEREAS the SVIHM is an appropriate tool for evaluating the effects of recharge, pumping and groundwater use, and potential projects and actions on general groundwater conditions, including intersubbasin groundwater flow between the various Subbasins, which may advance the understanding of how pumping in each of the subbasins affects groundwater conditions in the other Subbasins; and,

WHEREAS such modeling would help to inform implementation of the groundwater sustainability plans ("GSPs") for each of the Subbasins pursuant to the Sustainable Groundwater Management Act ("SGMA"), including the five-year updates required for GSPs (Water Code § 10720 et seq.); and,

WHEREAS the SVBGSA Board of Directors has adopted a modeling policy that states, "It is the policy of the Agency to bring forth requested model analysis to the Board for direction. It is the policy of the Agency to retain the right to reject such requests at the Board or to approve such requests with appropriate cost recovery and approval of a scope of work by the Board;" and,

WHEREAS the Funders are willing to pay for the modeling described herein for the Upper Valley, Forebay, 180/400 Foot Aquifer, and Eastside Subbasins; and,

NOW, THEREFORE,

In consideration of the preceding recitals and in consideration of the mutual promises, covenants and conditions herein made, the Parties agree as follows:

TERMS OF AGREEMENT

1. Effective Date and Term. This Agreement shall be effective on the date last signed by one of the Parties, and shall be effective until the completion of the services to be provided by the SVBGSA.

FINAL 12/01/22

2. Services to be Provided. In consideration of the payment set forth in Paragraph 3, SVBGSA shall cause to be performed certain computer model runs and provide certain deliverables as more fully described in the Work Plan, attached hereto as Attachment A and incorporated herein by reference (the "Work"). The Parties agree and understand that the SVBGSA intends to contract with its existing consultant, Montgomery and Associates ("M&A"), to perform the Work; however, the SVBGSA will incur project costs ("SVBGSA Project Costs") associated with oversight of the work by M&A, attendance at meetings among the Parties, and management of this Agreement. Further, SVBGSA has requested the involvement of Monterey County Water Resource Agency's ("MCWRA") Hydrologist ("Hydrologist") for project guidance and for confirmation of model function and technical development. The Parties agree that MCWRA Hydrologist will lend expertise to the project design and the SVBGSA's management of the Work, and the Funders will be billed on an hourly basis for the Hydrologist. Funders agree to pay for all costs as specified in Paragraph 3.
3. Payment Provisions. The Parties agree that the Work described in Attachment A will not exceed \$95,964, that costs associated with SVBGSA Project Costs will not exceed \$12,000, and that the MCWRA Hydrologist costs will not exceed \$13,653, for a total not-to-exceed amount of \$121,617. Prior to the commencement of the Work, Funders shall deposit with the SVBGSA the sum of \$59,808.50, which represents 50 percent of the total cost of the Work to be performed by M&A, SVBGSA Project Costs, and MCWRA Hydrologist costs (the "Deposit"). The Deposit shall be held in a segregated fund by the SVBGSA and used only to pay for the Work, the Overhead, and costs associated with the Hydrologist (the "Deposit") in accordance with this Section 3. The SVBGSA shall cause commencement of the Work within thirty (30) days after receipt of the Deposit.

The Deposit shall be exhausted before the Funders are invoiced for further costs. The SVBGSA shall provide invoices to the Funders detailing the use of the Deposit, and thereafter, invoices to each of the Funders after exhaustion of the Deposit to pay for half (50 percent) of the costs incurred to undertake the ongoing Work, SVBGSA Project Costs, and MCWRA Hydrologist Costs. The invoices shall be provided by SVBGSA no less frequently than monthly. Each invoice shall describe the work tasks undertaken, who undertook each task, the time spent on each task (expressed in 30-minute increments), the hourly rate applicable to the individual performing each task, and the total dollar amount for each task. Subject to the provisions of Paragraph 6 (c), and timely payment of the invoice, the SVWC and SBWA reserve the right to dispute any portion of the invoices if the Work, including that by M&A, the SVBGSA, and the MCWRA Hydrologist, does not proceed expeditiously, is not completed satisfactorily, or is otherwise performed in an inadequate or untimely fashion, or is unsupported by documentation, as determined by SVWC and SBWA.

The SVWC and SBWA each shall be responsible for timely paying half (50 percent) of the Deposit and remaining SVBGSA invoice amounts. The invoices shall be due to be paid no later than thirty (30) calendar days after delivery of the invoice. Payment shall be made by SVWC and SBWA by either providing written notice to the SVBGSA that the Deposit may be utilized to pay for an invoice, or any portion thereof, or other monetary

FINAL 12/01/22

payment. Until invoices are timely paid, the SVBGSA reserves the right to stop the Work or withhold the results of the Work.

4. Ownership of the Computer Model and related software. Funders acknowledge and agree that the computer model and software that will be utilized to perform the Work is the Salinas Valley Integrated Hydrological Model ("Program"), and that the Program is still in the developmental stage with the USGS pursuant to various agreements with the MCWRA and the SVBGSA and is not yet in the public domain. Funders further acknowledge and agree that the performance of the Work will a) not create any ownership interest in the Program by Funders nor any right to require the SVBGSA, USGS, MCWRA to utilize the Program to perform further services not set forth herein for Funders except as may be specifically agreed to in writing, or b) place the Program in the public domain. The SVBGSA acknowledges and agrees that Funders do not presently have access to the Program.
5. Presentation and Use of the Work. The Work shall include the tasks specified in Attachment A. As discussed therein, the SVBGSA and M&A shall provide Funders with a draft memo describing the modeling process undertaken, such as the adjustments to model inputs for each model simulation, and the outputs described in Attachment A, including key model variables related to interpreting the output results, such as aquifer hydraulic conductivity distribution by model layer, model layer extents and thicknesses, and pumping magnitude distributions by location and depth within the model or model layer. In addition, following any required consultation and review pursuant to that certain agreement between the SVBGSA and the USGS, and subject to approval by the USGS, the SVBGSA and M&A shall provide Funders with all model inputs and outputs, including, but not limited to, input and output files utilized in conducting the Work by M&A, the SVBGSA, or the MCWRA Hydrologist ("Model Data"). The SVBGSA shall proceed in good faith and take all actions necessary to obtain any approvals required for the disclosure of the Model Data contemplated in this Section to the Funders.

Funders each shall have thirty (30) days to review the disclosed Model Data and draft memo and to provide their respective written and verbal comments, including any requests for changes to the draft memo. The SVBGSA and M&A shall consider all written and verbal comments submitted but shall not be obligated to make any changes to the draft memo. The final memo will be brought to the SVBGSA Board.

The Parties agree that the the Model Data that has been approved for release by the USGS shall be publicly available and may be used by the Parties for their own purposes. The Parties agree that the USGS may publish the results of the Work as part of open literature (journal and proceeding articles) or as USGS open file reports, provided that the SVBGSA shall provide advance notice to Funders prior to any USGS publication.

The Parties acknowledge and agree that the SVWC and SBWA, each respectively, do not waive any rights to take any position with respect to the Work, including, but not limited to, the inputs, outputs, draft memo, and final memo. The Parties further acknowledge and agree that SVWC and SBWA, each respectively, expressly reserve the right to support or oppose, in part or in whole, the Work, including, but not limited to, the inputs, outputs,

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draft memo, and final memo.

6. Miscellaneous.

- a. Notices and Invoices. All notices and invoices shall be delivered only by electronic mail, shall be deemed delivered on the date of the electronic mail, and shall be addressed or delivered to the following:

SVBGSA
Donna Meyers
meyersd@svbgsa.org

Copy to:
Emily Gardner
gardnere@svbgsa.org

SVWC
Nancy Isakson
nisakson@mbay.net

SBWA
George Fontes
gefontes@fontesfarms.com

- b. Force Majeure. No Party shall be liable for any unforeseeable event beyond its control, not caused by the fault or negligence of such Party, which causes such Party to be unable to perform its obligations under this Agreement, and which it is unable to overcome by the exercise of due diligence including, but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning, and other natural catastrophes; epidemic, war, riot, civil disturbance, or disobedience; strikes, labor disputes, or failure, threat of failure, or sabotage; or any order or injunction made by a court or public agency. In the event of the occurrence of such a force majeure event, the Party unable to perform shall promptly notify the other Parties. It shall further use its best efforts to resume performance as quickly as possible and shall suspend performance only for such period of time as is necessary as a result of the force majeure event.
- c. Disputes and Governing Law. If any disputes arise between the Parties regarding performance or obligations as set forth herein, the Parties shall meet and confer in good faith in an attempt to resolve such disputes. Should the Parties fail to resolve the dispute, each Party shall be entitled to pursue any and all remedies available to such Party in law or equity. The provisions of this Agreement are subject to interpretation under the laws of the State of California; venue for any legal action shall be the County of Monterey, California.
- d. No Warranties. The Parties make no express or implied warranty to each other or to anyone as to the conditions of the Work, merchantability or fitness for a particular purpose of the Work or resulting deliverables incorporating data developed as part of the Work. These provisions shall survive the termination of the Agreement.
- e. Independent Entities. For purposes of this Agreement and the Work, each Party shall be, and shall be deemed to be, an independent Party and not an agent or employee of any other Party. No Party shall have authority to make any statements, representations, or commitments of any kind, or take any action, which shall be binding on any other Party, except as may be explicitly provided for herein or

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authorized in writing.

- f. Entire Agreement. This Agreement contains all of the terms of the Parties and supersedes all prior agreements and understandings related thereto whether written or verbal. This Agreement can be changed or amended only by a written instrument signed by the Parties. Due to the specialized nature of the work, this Agreement is non-assignable by any Party without the express written permission of the other Parties.
- g. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts and by electronic signature through DocuSign, Adobe or other verifiable software.

SALINAS VALLEY BASIN
GROUNDWATER SUSTAINABILITY
AGENCY

DocuSigned by:

Donna Meyers

C15DA00649DD428...

Donna Meyers
General Manager

Dated: 12/9/2022, 2022

SALINAS VALLEY WATER COALITION

DocuSigned by:

Nancy Isakson

6148CAF684ED44B...

Nancy Isakson
President

Dated: 12/9/2022, 2022

APPROVED AS TO FORM

DocuSigned by:

Les Girard

2EF8DC76EE5547F...

Leslie J. Girard
Agency Counsel

SALINAS BASIN WATER ALLIANCE

DocuSigned by:

George Fontes

275F6A90132E424...

George Fontes
President

Dated: 12/9/2022, 2022

FINAL 12/01/22

ATTACHMENT A

**Model Request Work Plan
December 1, 2022**

FINAL 12/01/22

Modeling Request – Salinas Basin Water Alliance and Salinas Valley Water Coalition Work Plan

December 1, 2022

DESCRIPTION

This Work Plan is requested by the Salinas Basin Water Alliance (“SBWA”) and the Salinas Valley Water Coalition (“SVWC”). SBWA and SVWC are stakeholders under the adopted SVBGSA Groundwater Model Policy. The request involves conducting a set of proposed hypothetical concept-development and hypothesis-testing scenarios to simulate with the Salinas Valley Integrated Hydrologic Model (“SVIHM”). SBWA and SVWC request a type of “superposition” analysis, in which the results of two simulations are compared. The focus of the study is to further explore the hydrologic influences between subbasins and the downgradient effects caused by groundwater pumping.

A proposed Work Plan was presented to the SVBGSA’s Board of Directors on August 11, 2022 and was approved to be further refined with SBWA and SVWC for a Computer Modeling Agreement to be approved by the Board of Directors before commencing work. SBWA, SVWC, SVBGSA staff and Montgomery & Associates met on August 23, 2022 to discuss comments on the proposed Work Plan in an August 10, 2022 letter received by SBWA and SVWC. The meeting on August 23, 2022 resulted in a revised scope of work from Montgomery & Associates dated August 24, 2022. The revised scope of work from Montgomery & Associates clarified the intent to run 10 model simulations based on clarification from SBWA, SVWC and their consultants. The revised cost estimate includes a list of model outputs and sharing of raw output files. The estimate further includes the presentation of a final memo describing the modeling process undertaken, such as the adjustments to model outputs and the outputs noted in work scope under Task 2. The August 24, 2022 Montgomery & Associates Scope of Work and Cost Estimate are attached as Exhibit 1 to this Work Plan and are estimated at \$95,964.

The Monterey County Water Resources Agency (“MCWRA”) will participate in coordination and administration of Work Plan implementation, including review of the study design and quality assurance/quality control (“QA/QC”) of inputs for model runs and any presentations to Board of Directors. The total amount estimated for these activities is \$13,653. MCWRA’s scope of work and total cost estimate of \$13,653 is attached as Exhibit 2 to this Work Plan.

SVBGSA staff attendance at meetings and administrative costs are estimated at \$12,000.

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SUMMARY OF ESTIMATED COST ITEMS

| Agency | Cost |
|---------------------------------------|------------------|
| Montgomery & Associates Scope of Work | \$95,964 |
| MCWRA Scope of Work | \$13,653 |
| SVBGSA Admin Costs | \$12,000 |
| | |
| Total Estimated Cost | \$121,617 |

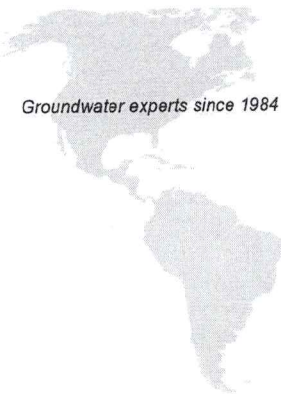
This Work Plan recognizes the following work.

1. Initial study design review and engagement by SVBGSA and MCWRA with SVWC and SBWA and Montgomery & Associates design and completion of model runs.
2. Review study design and QA/QC of inputs for proposed model runs.
3. Conduct model runs.
4. Draft memorandum describing the modeling process undertaken, such as the adjustments to model inputs for each model simulation, and the outputs, including key model variables related to interpreting the output results, such as aquifer hydraulic conductivity distribution by model layer, model layer extents and thicknesses, and pumping magnitude distributions by location and depth within the model or model layer.
5. The SVBGSA Board of Directors will be informed when the modeling has been completed. Before further SVBGSA, Montgomery & Associates or MCWRA work is conducted, the Board will be briefed on the completion of the modeling.



**MONTGOMERY
& ASSOCIATES**

Water Resource Consultants



August 24, 2022

Ms. Donna Meyers
Salinas Valley Basin Groundwater Sustainability Agency
1441 Schilling Place
Salinas, CA

SUBJECT: COST ESTIMATE FOR SALINAS BASIN WATER ALLIANCE AND SALINAS VALLEY WATER COALITION MODELING REQUEST

Dear Ms. Meyers:

In response to your request, Montgomery & Associates (M&A) developed this cost estimate to respond to the Salinas Valley Water Coalition (SVWC) and Salinas Basin Water Alliance (SBWA) request for additional modeling to better understand intersubbasin flow. SVWC and SBWA (the stakeholders) requested model runs be completed to conduct a superposition analysis on how pumping affects intersubbasin flow using the Salinas Valley Integrated Hydrologic Model (SVIHM). As the SVIHM is still provisional and under development by the USGS, the stakeholders do not have access to the model; however, Montgomery & Associates (M&A) has permission to run the model through the SVBGSA Cooperation Agreement with the USGS.

SBWA, SVWC, and their hydrologists proposed model simulations be conducted through 2 approaches: (1) using a no-pumping scenario as the baseline condition, where pumping is added for each of the Upper Valley, Forebay, Eastside, and 180/400-Foot Aquifer Subbasins in 4 separate model runs, or (2) using the existing historical conditions as the baseline condition, and then turning off pumping in the same 4 subbasins, each in a separate model run. Each approach would consist of 5 model simulations for a total of 10 simulations, unless stakeholders decide to only use one approach. These model simulations will enable the stakeholders to complete a superposition analysis of intersubbasin subsurface flow.

Scope of Work

This proposal consists of 2 main tasks: reviewing the study design and conducting QA/QC of revisions for proposed model runs and conducting the model runs. In addition, it includes contingency for unforeseen challenges that may arise due to working with a provisional model and for project management.



Task 1: Review study design and conduct QA/QC of revisions for proposed model runs

This task includes M&A time to review the study design and conduct QA/QC of model revisions prior to starting the work. This task will consist of:

- 3 virtual meetings with SBWA, SVWC, and/or their hydrologists to discuss the proposed model runs and decide on final model outputs.
- Development of a technical memorandum describing how each of the 2 approaches proposed in the SBWA and SVWC proposal could be conducted for the modeling, feedback on the study design, commentary on the utility of model results based on M&A's familiarity with the SVIHM, and any optional variations that may help address SBWA and SVWC's objectives.
- QA/QC of model revisions developed by the stakeholders. For example, if decisions need to be made regarding which farms have no pumping, the stakeholders will prepare a shapefile delineating the farms, and M&A will assure QA/QC of the dataset before running the model.

M&A's review will be based on our existing knowledge of the SVIHM; however, since we did not develop the SVIHM, we do not have complete knowledge of the model. Additional work to develop model inputs or assess the model is beyond this cost proposal and would need to be agreed upon prior to M&A undertaking the tasks. M&A will reevaluate the cost estimate for task 2 if needed based on the final model runs and outputs desired.

Task 2: Conduct model simulations

M&A will develop model input files based on stakeholders proposed revisions, run the 10 model simulations, and process the requested outputs. The proposed simulations only adjust pumping, and all other model inputs remain the same. However, agricultural pumping is dynamically estimated by the model based upon aggregate land use designations that are not broken down by subbasin. The methodology to redefine pumping by subbasins will be determined based on discussions in Task 1. If additional changes to the model simulations are requested, M&A may need to undertake additional tasks beyond this proposed contract. For example, if the stakeholders want to make adjustments to the Farm Package, land use, reservoir releases, or Castroville Seawater Intrusion Project deliveries in the SVIHM. M&A will complete the 10 model simulations and provide the following outputs:

- Groundwater level changes between the baseline model and hypothesis-testing model at 2 time periods for the water table, 180-Foot Aquifer model layer, and the 400-Foot



MONTGOMERY & ASSOCIATES

Aquifer model layer will be calculated. These water level differences will be presented as color-flooded maps.

- Intersubbasin subsurface flows between each subbasin, averaged over the historical period (or another specified period) and reported annually. Results for each model run will be presented in a table for comparison between models.
- Subsurface outflow to and inflow from Monterey Bay, averaged over the historical period (or another specified period) and reported annually. Results for each model run will be presented in a table for comparison between models.
- Salinas River flow changes at the Chualar and Spreckels gauges and surface water outflow to Monterey Bay. Results for each model run will be presented in a table for comparison between models.
- A final memo describing the modeling process undertaken, such as the adjustments to model inputs for each model simulation, and the outputs noted above.

The cost estimate includes these outputs and the sharing of raw output files. If, through discussion with stakeholders, the output format or quantity are modified, adjustment to the cost estimate may be required. M&A could produce additional outputs and analyses beyond this cost proposal, which would need to be agreed upon prior to M&A developing them. This task also includes 2 meetings with SBWA, SVWC, and/or their technical consultants.

Budget

Costs for professional services for this work is estimated to be \$95,964 on the basis of time in accordance with the M&A's updated 2022 fee schedule (Attachment 1). This includes \$10,000 contingency to account for unforeseen issues with a provisional model. This contingency will not be billed unless needed. Additional work beyond this scope and cost estimate would need to be agreed to by SBWA, SVWC, SVBGSA, and M&A.

Work will be invoiced monthly on the basis of time and reimbursable expenses. If the actual scope of work varies from the described scope of work, actual costs will differ accordingly. However, the total estimated costs of \$95,964 will not be exceeded without prior written authorization. Estimated costs are summarized in Table 1 below. Attachment 2 includes the detailed cost.

All meetings are included as virtual meetings. If SBWA and SVWC would like in-person meetings, costs would be beyond this cost estimate.

**MONTGOMERY
& ASSOCIATES**

Table 1. Cost Estimate

| Item Number | Item Title | Professional Fees |
|-------------|---|-------------------|
| 1 | Review study design and QA/QC of inputs for proposed model runs | \$15,646 |
| 2 | Conduct model simulations and draft final memorandum with results | \$68,462 |
| 3 | Contingency for working with provisional model | \$10,000 |
| 4 | Project management | \$1,856 |
| Total | | \$95,964 |

We appreciate the opportunity to assist you. If you have questions or require additional information, please contact us.

Sincerely,

MONTGOMERY & ASSOCIATES

Abby Ostovar, Ph.D.
Project Manager

Derrik Williams, P.G., C.Hg.
Principal Hydrogeologist

Attachment 1. Montgomery & Associates Fee Schedule
Attachment 2. Detailed Cost Estimate

| ATTACHMENT 2. DETAILED COST ESTIMATE FOR MONTGOMERY & ASSOCIATES PROFESSIONAL SERVICES | | | | | | | | | | | |
|--|--|-----------------|--------------|---------------------------|-------------|------------------|-------------------------------------|-------------|----|----------|-----------------------------|
| SVIHM Modeling for SBWA and SVWC | | | | | | | | | | | |
| | | Estimated Hours | | | | | | | | | Cost |
| | | Scientist VII | Scientist VI | Water Policy Specialist 2 | Scientist V | Scientist III | Technical Editor/Figure Development | Total Hours | | | Total M&A Professional Fees |
| | M&A staff | Williams | Schorr | Ostovar | Nelson | Reeves or Haynes | | | | | |
| | 2022 Professional Billing Rates | | \$283 | \$235 | \$232 | \$211 | \$82 | | | | |
| Item 1 | Review study design and QA/QC of revisions for proposed model runs | | | | | | | | | | |
| | 3 virtual meetings with SBWA, SVWC, &/or their consultants | 6 | | 6 | 6 | | | 18 | \$ | 4,356 | |
| | Development of Tech Memo | 3 | 3 | 3 | 10 | 3 | 2 | 24 | \$ | 5,019 | |
| | QA/QC of model revisions | 1 | 1 | | 5 | 8 | | 15 | \$ | 2,893 | |
| | Internal coordination meetings | 3 | 3 | 3 | 3 | 3 | | 15 | \$ | 3,378 | |
| | Subtotal: | 13 | 7 | 12 | 24 | 14 | 2 | 72 | \$ | 15,646 | |
| Item 2 | Conduct model simulations and draft final memorandum with results | | | | | | | | | | |
| | Run model simulations | | | | 100 | 15 | | 115 | \$ | 23,575 | |
| | Run second approach for model simulations | | | | 50 | 20 | | 70 | \$ | 13,850 | |
| | Post procesing and preparation of outputs | | | | 45 | 50 | | 95 | \$ | 17,745 | |
| | 2 virtual meetings with SBWA, SVWC, &/or their consultants | 3 | | 1.5 | 3 | | | 7.5 | \$ | 1,830 | |
| | Internal coordination meetings | 2 | 2 | 2 | 2 | 1 | | 9 | \$ | 2,087 | |
| | Draft final memo | 4 | 4 | 4 | 15 | 12 | 15 | 54 | \$ | 9,375 | |
| | Subtotal: | 9 | 6 | 7.5 | 215 | 98 | 15 | 350.5 | \$ | 68,462 | |
| Item 3 | Contingency | | | | | | | | | | |
| | Contingency for working with provisional model | | | | | | | | \$ | 10,000 | |
| Item 4 | Project Management | | | | | | | | | | |
| | Project management and invoicing | | | 8 | | | | 8 | \$ | 1,856 | |
| | Subtotal: | 0 | 0 | 8 | 0 | 0 | | 8 | \$ | 1,856 | |
| | TOTAL WITH POST PROCESSING: | 22 | 13 | 27.5 | 239 | 112 | 17 | 430.5 | | \$95,964 | |

MONTEREY COUNTY

WATER RESOURCES AGENCY



PO BOX 930
SALINAS, CA 93902
P: (831) 755-4860
F: (831) 424-7935

BRENT BUCHE
GENERAL MANAGER

STREET ADDRESS
1441 SCHILLING PLACE, NORTH BUILDING
SALINAS, CA 93901

August 2, 2022

Donna Meyers, General Manager
Salinas Valley Basin Groundwater Sustainability Agency
Via email to meyersd@svbgsa.org

Dear Ms. Meyers:

The Monterey County Water Resources Agency (MCWRA) has prepared this cost estimate for the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) in support of the "Modeling for Assessment of Groundwater Flows between the Subbasins of the Salinas Valley Groundwater Basin" effort that has been requested by the Salinas Basin Water Alliance (SBWA) and Salinas Valley Water Coalition (SVWC).

In preparation of this cost estimate, MCWRA assumes that this work will proceed in a phased approach as described in the SVBGSA Work Plan and upon direction from the SVBGSA Board of Directors. MCWRA also assumes that payment for staff time on this effort will be disbursed from the SVBGSA as supported by invoices from MCWRA, with full cost recovery coming from the SBWA and/or SVWC.

If the actual scope of work varies from that described in the June 22, 2022 letter from the SBWA and SVWC, or from the SVBGSA Work Plan, actual costs will vary from estimated costs. MCWRA's cost estimate totals \$23,791. The following table (Table 1) summarizes MCWRA's estimated costs associated with each task.

Please contact me at 831-204-6218 or woodrowa@co.monterey.ca.us with any questions.

Sincerely,

A handwritten signature in cursive script that reads "Amy Woodrow".

Amy Woodrow, PG
Senior Hydrologist

| Table 1: MCWRA Cost Estimate | | | | | |
|--|---|-----------------|-------|-------|----------|
| Task # | Task Description | Role | Hours | Rate | Total |
| 1 | Project Coordination and Administration | Sr. Hydrologist | 20 | \$193 | \$3,860 |
| 2 | Meetings with SVBGSA, consultants, and/or stakeholders | Sr. Hydrologist | 16 | \$193 | \$3,088 |
| Phase 1 – Initial study design review, engagement in stakeholder request, and completion of model runs | | | | | |
| 3 | Item 1: Review study design and QA/QC of inputs for proposed model runs | Sr. Hydrologist | 15 | \$193 | \$2,895 |
| | | Hydrologist | 8 | \$127 | \$1,016 |
| | | Technician | 8 | \$108 | \$864 |
| 4 | Item 2: Conduct model runs | Sr. Hydrologist | 4 | \$193 | \$772 |
| 5 | Item 3: Update to SVBGSA Board of Directors | Sr. Hydrologist | 6 | \$193 | \$1,158 |
| Phase 2 – Engagement with model results | | | | | |
| 6 | Item 1: Review of model results | Sr. Hydrologist | 16 | \$193 | \$3,088 |
| | | Hydrologist | 30 | \$127 | \$3,810 |
| | | Technician | 30 | \$108 | \$3,240 |
| TOTAL | | | | | \$23,791 |

The Water Resources Agency manages, protects, stores and conserves water resources in Monterey County for beneficial and environmental use, while minimizing damage from flooding to create a safe and sustainable water supply for present and future generations

December 19, 2025

Monterey County Water Resources Agency
Board of Directors
PO Box 930
Salinas, CA 93902

Attention: Board of Directors:

| | |
|---------------------|----------------------------|
| Mike LeBarre, Chair | Matthew Simis, V. Chair |
| John Baillie | Jon Conaster |
| Ken Ekelund | Mark Gonzalez |
| Mike Scattini | Jason Smith |
| Diedre Sullivan | |

Dear Directors:

We write on behalf of a group of long-standing dock owners and lake users at Lake Nacimiento, many of whom have held dock licenses continuously for decades and have worked in good faith to comply with Agency requirements and to steward the reservoir responsibly.

We fully recognize and support the Agency's authority – and obligation – to regulate dock construction and operation in order to protect public safety and the environmental quality of Lake Nacimiento. We share those goals and have no interest in avoiding compliance with reasonable standards. Our purpose in writing is to request clarification regarding the Agency's recent enforcement of dock flotation requirements, and to respectfully propose a transitional approach that aligns enforcement with principles of notice, reliance, and practical feasibility.

Background and Concern

In recent months, a number of licensed dock owners received correspondence indicting that docks utilizing unencapsulated Styrofoam flotation are now considered non-compliant under Ordinance 4065 (as amended), and may be subject to penalties or license revocation absent corrective action. For many recipients, this was the first time such a deficiency has been identified, despite the fact that these docks have been licensed and relicensed annually – often for many years – without prior written notice, citation, or conditional approval relating to flotation materials.

We understand that Ordinance 4065 contains material standards applicable to licensed docks. However, the practical reality is that a significant number of docks currently identified as non-compliant were originally licensed prior to the adoption of Ordinance 4065, or were licensed and renewed repeatedly thereafter without objection to flotation materials that were open, visible, and known to exist. Many of these docks have been well-maintained, seasonally removed when not in use, and have not posed safety or navigational hazards.

The sudden application of enforcement, without an announced policy change, compliance timeline, or prior notice has created substantial uncertainty and financial strain for owners, with retrofit costs commonly ranging from \$4,000 to over \$10,000 per dock

Core Requests for Clarification

To allow dock owners to respond constructively and responsibly, we respectfully request clarification on the following points:

- 1. Enforcement Basis and Process**

Please clarify how the flotation requirement is evaluated during the license renewal process, what standards or inspection criteria are currently being applied, and whether a change in enforcement policy or inspection practice has occurred recently.

- 2. Notice and Reliance Considerations**

Given the history of repeated license renewals without flotation-related finding, how does the Agency account for reasonable reliance by licensees who believed – based on Agency action – that their docks were in compliance?

- 3. Compliance Expectations and Timeline**

What specific corrective actions are required, and within what timeframe, before a dock is deemed subject to enforcement action or license revocation?

Proposed Path Forward: Transitional Compliance

We respectfully submit that the most effective and defensible approach is not immediate punitive enforcement, but rather the adoption of a **clear, uniform transitional compliance framework**, such as:

- A **phased compliance schedule** (e.g., 24 – 36 months) allowing owners to plan, budget, and perform retrofits responsibly;
- Defined **interim safety expectations**, with continued licensing conditioned on good-faith progress toward compliance;
- Consideration of **case-specific hardship or variance mechanism**, where appropriate;
- Clear written guidance so that all licensees understand expectations going forward.

Such an approach would preserve the Agency's regulatory authority, advance environmental and safety objectives, and avoid unnecessary disruption or conflict – particularly where past Agency conduct reasonably led licensees to believe their docks were acceptable.

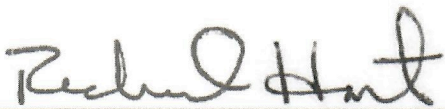
Commencement to Cooperation

We wish to emphasize that dock owners are committed to cooperating with the Agency, maintaining safe conditions on the lake, and working toward full compliance. Our request is not for exemption, but for **clarity, predictability, and reasonable transition** consistent with longstanding principles of administrative fairness.

We respectfully ask that these issues be discussed at the upcoming Board meeting, and that affected licensees be given an opportunity to engage constructively with the Agency on a path forward.

Thank you for your time, your service, and your consideration of this matter.

Respectfully submitted,

| | |
|--|----------------------|
|  | RICHARD HART 1/06/26 |
| | |
| | |
| | |

Such an approach would preserve the Agency's regulatory authority, advance environmental and safety objectives, and avoid unnecessary disruption or conflict – particularly where past Agency conduct reasonably led licensees to believe their docks were acceptable.

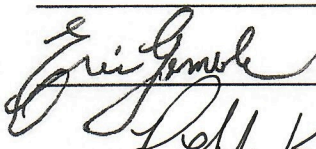
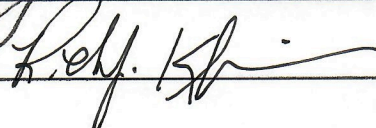
Commencement to Cooperation

We wish to emphasize that dock owners are committed to cooperating with the Agency, maintaining safe conditions on the lake, and working toward full compliance. Our request is not for exemption, but for **clarity, predictability, and reasonable transition** consistent with longstanding principles of administrative fairness.

We respectfully ask that these issues be discussed at the upcoming Board meeting, and that affected licensees be given an opportunity to engage constructively with the Agency on a path forward.

Thank you for your time, your service, and your consideration of this matter.

Respectfully submitted,

| | | |
|---|------------------------------|------------------|
|  | TRI-COUNTIES CROB, INC. | Eric Gamble |
|  | Tri counties Club, Inc | Rick Kleinsasser |

Such an approach would preserve the Agency's regulatory authority, advance environmental and safety objectives, and avoid unnecessary disruption or conflict – particularly where past Agency conduct reasonably led licensees to believe their docks were acceptable.

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Respectfully submitted,



Scott Johnson

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Respectfully submitted,

| | |
|----------------|-----------------------|
| Ronnie Gymbble | Ronnie Gymbble 1-6-25 |
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Such an approach would preserve the Agency's regulatory authority, advance environmental and safety objectives, and avoid unnecessary disruption or conflict – particularly where past Agency conduct reasonably led licensees to believe their docks were acceptable.

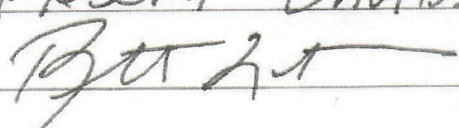
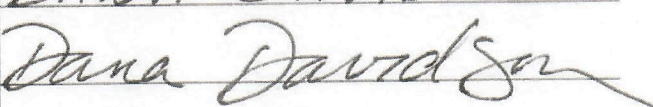
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Respectfully submitted,

| | |
|---|--|
| ROBERT DAVIDSON | DANA DAVIDSON |
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Such an approach would preserve the Agency's regulatory authority, advance environmental and safety objectives, and avoid unnecessary disruption or conflict – particularly where past Agency conduct reasonably led licensees to believe their docks were acceptable.

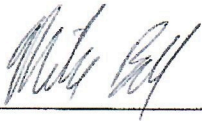
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Respectfully submitted,

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Imperial, Lorena

From: Rick <rickythek@att.net>
Sent: Monday, January 12, 2026 5:01 PM
To: Imperial, Lorena
Subject: subject for Jan 20, 2026 MCWRA directors meeting
Attachments: MCWRA Directors.pdf

This Message Is From an External Sender

[CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Hi Lorena;

Attached is a letter I wish to be added to the directors' meeting this next Tuesday the 20th. I will be sending a hard copy to you by overnight USPS tomorrow. Please try to get this issue on the agenda as I will be attending. Thank you very much.

Sincerely, Rick Kleinsasser

**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 | TO CONTRACTOR |
|---|--|
| Name: Peter Vannerus | Name: Denise Conners |
| Address: 1441 Schilling Pl., Salinas, CA 93901 | Address: 1480 Drew Avenue, #100 Davis, CA 95618 |
| Telephone: 831.755.4860 | Telephone: 805.585.1835 ext.239 |
| Fax: | Fax: |
| E-Mail: Vannerusp@countyofmonterey.gov | 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

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

BY: *Jeffrey D. Walker*

Type Name: Jeffrey D. Walker

Title: CFO

Date: 7/19/2024 | 2:17 PM PDT

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:

DocuSigned by:

22D690CA05A940B...
Assistant County Counsel


DocuSigned by:

30922606678A4ED...
Administrative Analyst

Dated: 7/19/2024 | 11:21 AM PDT

Dated: 7/19/2024 | 2:14 PM PDT

County Counsel – Risk Manager:

DocuSigned by:

4E7E657875454AE...
Auditor-Controller ²:

Dated: _____

Dated: 7/19/2024 | 1:56 PM PDT

¹ Approval by County Counsel is required, and/or when legal services are rendered
² Approval by Auditor-Controller is required

Exhibit A: Scope of Work

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 |
| Document ID | 5c6580f935d2068a1ec7d2081a151d62837a4f9d |
| Audit trail date format | MM / DD / YYYY |
| Status | ● Signed |

Document History

| | | |
|--|---|---|
|  SENT | 06 / 18 / 2024 17:26:30 UTC-7 | Sent for signature to Jeff Walker (jeffw@lwa.com) and Brian M Laurenson (brianl@lwa.com) from brianl@lwa.com IP: 96.67.195.249 |
|  VIEWED | 06 / 19 / 2024 08:13:53 UTC-7 | Viewed by Jeff Walker (jeffw@lwa.com) IP: 137.119.67.71 |
|  SIGNED | 06 / 19 / 2024 08:18:39 UTC-7 | Signed by Jeff Walker (jeffw@lwa.com) IP: 137.119.67.71 |
|  VIEWED | 06 / 19 / 2024 08:18:53 UTC-7 | Viewed by Brian M Laurenson (brianl@lwa.com) IP: 96.67.195.249 |
|  SIGNED | 06 / 19 / 2024 08:19:47 UTC-7 | Signed by Brian M Laurenson (brianl@lwa.com) IP: 96.67.195.249 |
|  COMPLETED | 06 / 19 / 2024 08:19:47 UTC-7 | The document has been completed. |

**AMENDMENT NO. 2 TO
AGREEMENT FOR SERVICES
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND
RESOURCE CONSERVATION DISTRICT OF MONTEREY COUNTY**

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 Resource Conservation District (hereinafter, "CONTRACTOR") is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and CONTRACTOR are referred to as the "Parties").

WHEREAS, CONTRACTOR entered into an Agreement for Services with the Agency on April 26, 2021 (hereinafter, "Agreement");

WHEREAS, the Parties wish to amend the Agreement with a term extension to June 30, 2027, and a dollar amount increase of \$217,000.00, not to exceed \$315,000.00, 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 **April 26, 2021**, by CONTRACTOR and Agency, and will terminate on **June 30, 2027**, unless earlier terminated as provided herein.

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

Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to the contractor under this contract is **Three hundred and fifteen thousand dollars and no cents (\$315,000.00)**

| | |
|------------------------|---------------------|
| Original Agreement | \$71,104.00 |
| Amendment No. 1 | \$26,896.00 |
| <u>Amendment No. 2</u> | <u>\$217,000.00</u> |
| Not to exceed total: | \$315,000.00 |

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

Amendment No. 2 Resource Conservation District
(Salinas River Stream Maintenance Program)

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: 1F482FFB49A2435...
General Manager
Date: 6/25/2024 | 9:44 AM PDT

Approved as to Form and Legality
Office of the County Counsel

DocuSigned by:
Kelly L. Doulon
By: 22D690CA05A940B...
Assistant County Counsel
Date: 6/23/2024 | 3:07 PM PDT

Approved as to Fiscal Provisions

DocuSigned by:
Patricia Ruiz
By: E79EF64E57454F6...
Auditor-Controller
Date: 6/24/2024 | 7:34 AM PDT

DocuSigned by:
Trent Hill
By: 30922505678A45D...
Administrative Analyst
Date: 6/24/2024 | 8:28 AM PDT

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

Rcdmc

*Contractor Business Name
DocuSigned by:
Paul Robins
By: 6C731CD42578492...
(Signature of Chair, President or Vice President)
Paul Robins Executive Director
Title: _____
(Print Name and Title)
Date: 6/21/2024 | 2:21 PM PDT

DocuSigned by:
Jennifer Clarke
By: 03B3A67A6C55449...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)
Jennifer Clarke Secretary
Title: _____
(Print Name and Title)
Date: 6/21/2024 | 1:05 PM PDT

Exhibit B – Fee Schedule

(Revised – Amendment No. 2)

| | | | | | |
|---|--|---------------------------|-------------|-------------|-------------|
| Salinas River Stream Maintenance Program | | | | | |
| Resource Conservation District of Monterey County (RCDMC) | | | | | |
| | | Estimated Annual Hours | FY 24-25 | FY 25-26 | FY 27-28 |
| Services | | | | | |
| 1 | Public outreach, program development and webpage updates | 55 | \$ 4,670.00 | \$ 4,950.00 | \$ 5,265.00 |
| 2 | Work Season planning and landowner consultation | 80 | \$ 6,560.00 | \$ 6,960.00 | \$ 7,440.00 |
| 3 | Conduct Pre-maintenance surveys and habitat assessments (25% match) | 120* | \$ 8,880.00 | \$ 9,600.00 | \$ 9,840.00 |
| 4 | Provide onsite biomonitoring during project activities (25% match) | 100** | \$ 7,400.00 | \$ 8,000.00 | \$ 8,200.00 |
| 5 | Conduct pre-, during-, and post- sediment inspections | 85 | \$ 6,970.00 | \$ 7,395.00 | \$ 7,905.00 |
| 6 | Longitudinal profile surveys and data processing | 90 | \$ 7,380.00 | \$ 7,830.00 | \$ 8,370.00 |
| 7 | Prepare Annual Report to USACE* due 3/31 | 30 | \$ 2,460.00 | \$ 2,610.00 | \$ 2,790.00 |
| 8 | Prepare Early Work Plan to RWQCB due 5/1 | 30 | \$ 2,460.00 | \$ 2,610.00 | \$ 2,790.00 |
| 9 | Prepare Annual Report to RWQCB* due 5/31 | 60 | \$ 4,920.00 | \$ 5,220.00 | \$ 5,580.00 |
| 10 | Prepare Fall Work Plans to USACE & RWQCB (due 6/30 & 7/15), track approvals and submit exten | 80 | \$ 6,560.00 | \$ 6,960.00 | \$ 7,440.00 |
| 11 | Provide program updates to MCWRA, RMU Assc., and RCDMC BOD | 12 | \$ 984.00 | \$ 870.00 | \$ 1,116.00 |
| 12 | Field staff, permit and work plan oversight | 40 | \$ 3,280.00 | \$ 3,480.00 | \$ 3,720.00 |
| 13 | Participation in Salinas River HCP TAC and stakeholder groups | 50 | \$ 5,534.00 | \$ 5,872.00 | \$ 6,184.00 |
| 14 | Invoicing, reporting and budget tracking | 24 | \$ 2,248.00 | \$ 2,383.00 | \$ 2,522.00 |
| Expenditures subtotal | | | 68,058.00 | 72,357.00 | 76,640.00 |
| | | | | | |
| Total 3yr Expenditure | | | 217,055.00 | | |

*25% of the total 480 hours required

**25% of the total 400 hours required

| | | | | | | | | | | |
|----------|-----------------------|----------------------------------|---------------------|-----------------------|----------------------------|-----------------------|-------------------------|--------------------------|-------------------------|--------------------|
| | EXECUTIVE DIRECTOR | WATERSHED PROGRAMS MANAGER | ECOLOGIST | PROGRAMS ASSISTANT | ENVIRONMENTAL SCIENTIST | FIELD MANAGER | WILDLIFE BIOLOGIST I | WILDLIFE BIOLOGIST II | CONTRACTED BIOLOGIST | FINANCE MANAGER |
| | ROBINS, PAUL | BATES, BRANDT | ZEFFERMAN, EMILY | GARCIA, AUDREY | BARKER, MEGAN | RUVALCABA, JASMINE | KAVANAGH, GERI | DUBOIS, MASON | | |
| FY 24-25 | \$143.00 | \$82.00 | \$109.00 | \$64.00 | \$86.00 | \$74.00 | \$75.00 | \$60.00 | \$143.00 | \$77.00 |
| FY 25-26 | \$151.00 | \$87.00 | \$116.00 | \$68.00 | \$92.00 | \$80.00 | \$80.00 | \$64.00 | \$147.00 | \$82.00 |
| FY 26-27 | \$158.00 | \$93.00 | \$122.00 | \$73.00 | \$97.00 | \$82.00 | \$85.00 | \$69.00 | \$150.00 | \$86.00 |

**AMENDMENT NO. 1 TO
AGREEMENT FOR SERVICES
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND
RESOURCE CONSERVATION DISTRICT OF MONTEREY COUNTY**

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 Resource Conservation District (hereinafter, "CONTRACTOR") is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and CONTRACTOR are referred to as the "Parties").

WHEREAS, CONTRACTOR entered into an Agreement for Services with the Agency on April 26, 2021 (hereinafter, "Agreement");

WHEREAS, the Parties wish to amend the Agreement with a dollar amount increase of \$26,896.00, not to exceed \$98,000.00, 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 Ninety-eight thousand dollars (\$98,000.00)

Original Agreement \$71,104
Amendment No. 1 \$26,896
Not to exceed total: \$98,000.00

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.

Amendment No. 1 Resource Conservation District
(Salinas River Stream Maintenance Program)

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

MONTEREY COUNTY WATER RESOURCES AGENCY

By: *Ara Ayhderian*
1F182FFB49A2435...
General Manager

Date: 8/25/2023 | 9:15 AM PDT

Approved as to Form and Legality Office of the County Counsel

By: *Kelly L. Donlon*
22D690CA05A940B...
Assistant County Counsel

Date: 8/24/2023 | 8:39 AM PDT

Approved as to Fiscal Provisions

By: *Jennifer Forsyth*
4E7E657875454AE...
Auditor-Controller

Date: 8/24/2023 | 11:50 AM PDT

By: *Ezequiel Vega Rios*
7D289913E628402...
Administrative Analyst

Date: 8/24/2023 | 5:41 PM PDT

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

Rcdmc

*Contractor Business Name

By: *Paul Robins*
6C731CD42678492...
(Signature of Chair, President or Vice President)

Title: Paul Robins Executive Director
(Print Name and Title)

Date: 8/24/2023 | 6:32 AM PDT

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

Title: _____
(Print Name and Title)

Date: _____

Amendment No. 1 Resource Conservation District
(Salinas River Stream Maintenance Program)

MONTEREY COUNTY WATER RESOURCES AGENCY AGREEMENT FOR SERVICES

This is an agreement ("Agreement") between the Monterey County Water Resources Agency, hereinafter called "Agency," and Balance Hydrologics, 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:
Update a hydraulic model of the study reach of the Carmel River, surrounding the Paso Hondo area in Carmel Valley, CA; develop and analyze a range of project alternatives to minimize flooding impacts.
 - (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 1, 2025, 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 forty-two thousand three hundred dollars _____, (\$142,300 _____).

4. Monthly Invoices by CONTRACTOR; Payment.

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

(b) CONTRACTOR shall submit to Agency an invoice via email to WRAAccountsPayable@countyofmonterey.gov and to the Contract Administrator listed in Section 27.

(c) CONTRACTOR agrees that Agency may withhold five percent (5%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to Agency.

(d) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.

(e) CONTRACTOR shall not be reimbursed for travel expenses unless expressly approved in writing in accordance with this Agreement.

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

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

6. Insurance.

6.1 Evidence of Coverage:

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

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

6.2 Qualifying Insurers:

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

6.3 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

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

6.4 Other Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Eric Riedner

Agency's designated administrator of this Agreement shall be:

Amy Woodrow

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

| TO AGENCY | TO CONTRACTOR |
|--|---|
| Name: Amy Woodrow | Name: Eric Riedner |
| Address: 1441 Schilling Place, North Bldg., Salinas, CA 93901 | Address: 800 Bancroft Way, Suite 101, Berkeley, CA 94710 |
| Telephone: 831-294-3882 | Telephone: 510-704-1000 |
| Fax: | Fax: |
| E-Mail: woodrowa@countyofmonterey.gov | E-Mail: eriedner@balancehydro.com |

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

MONTEREY COUNTY WATER RESOURCES AGENCY
AGREEMENT FOR SERVICES

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

MONTEREY COUNTY WATER
RESOURCES AGENCY:

BY: DocuSigned by:
Ara Azhderian
1F182FFB49A2435...
Ara Azhderian
General Manager

Date: 3/5/2025 | 12:36 PM PST

CONTRACTOR:

BY: DocuSigned by:
David Shaw
E493A4898E9C4C0...

Type Name: David Shaw

Title: President/CEO

Date: 2/27/2025 | 4:06 PM PST

BY: Signed by:
Colleen Haraden-Gorski
0876642579804EE...

Type Name: Colleen Haraden-Gorski

Title: V/P; COO

Date: _____

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

(_____)
Agreement/Amendment No # (_____)


Approved as to form ¹:

Approved as to fiscal provisions:

Signed by:

5DA7ECB51BF8438...

Chief Assistant County Counsel


Signed by:

30922505678A4ED...

Administrative Analyst

Dated: 3/5/2025 | 10:57 AM PST

Dated: 3/5/2025 | 12:22 PM PST

County Counsel – Risk Manager:

DocuSigned by:

E79EF64E67454F6...

Auditor-Controller ²:

Dated: _____

Dated: 3/5/2025 | 11:10 AM PST

¹ Approval by County Counsel is required, and/or when legal services are rendered
² Approval by Auditor-Controller is required

EXHIBIT A

Scope of Work

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

Balance Hydrologics

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Schedule

Work start date: March 2025

Task 1 completion date: April 2025

Task 2 completion date: June 2025

Task 3 completion date: October 2025

Task 4 completion date: October 2025

Task 5 completion date: November/December 2025

EXHIBIT B

Fee Schedule

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

| Task Number and Description | Principal | Senior Professional | Project Professional | Sr. Staff Professional | Staff Professional | Assistant Professional | GIS/CADD Senior Analyst | Sr. Proj Admin | Report Specialist | Labor Costs For Task |
|---|-------------|---------------------|----------------------|------------------------|--------------------|------------------------|-------------------------|----------------|-------------------|----------------------|
| | Hourly Rate | \$245 | \$210 | \$195 | \$190 | \$170 | \$155 | \$155 | \$145 | \$105 |
| Task 1. Backgrounding and Data Collection | 8 | 36 | | | 24 | 36 | | 32 | | \$25,160.00 |
| Task 2. Existing Conditions Hydraulic Modeling | 8 | 64 | | | | 48 | | 36 | | \$29,140.00 |
| Task 3. Project Alternatives Development | 12 | 64 | | | | 72 | | 96 | | \$43,500.00 |
| Task 4. Project Alternatives Hydraulic Modeling | 8 | 48 | | | | 48 | | 24 | | \$23,920.00 |
| Task 5. Reporting | 8 | 24 | | | | 12 | | 12 | 6 | \$11,530.00 |
| Task 6. Communications and Project Management | 8 | 16 | | | | 4 | | 8 | | \$7,160.00 |
| Subtotal Hours | 52 | 252 | | | 24 | 220 | | 200 | 8 | 6 |
| Total Hours | 762 | | | | | | | | | |

Notes:

TOTAL LABOR \$140,410.00

Expenses from Table 2 \$1,790.40

GRAND TOTAL \$142,200.40

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

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

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

+Plotting costs vary according to complexity of design.

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