

# County of Monterey

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



## Meeting Agenda

**Monday, December 16, 2024**

**12:00 PM**

Join via Zoom at <https://montereycty.zoom.us/j/99769079850> or  
in- person at: 168 W. Alisal, 1st Flr., Salinas CA - BOS Chambers

### **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  
Marvin Borzini*

**Participation in meetings:**

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**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](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://montereycty.zoom.us/j/99769079850>**

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

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**+1 301 715 8592 US**

**Enter this Meeting ID number: 997 6907 9850 when prompted. Please note there is no Participant Code, you will just press # again after the recording prompts you.**

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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.**

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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) <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.

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**THE BOARD RECESSES FOR CLOSED SESSION AGENDA ITEMS: Closed Session may be held at the conclusion of the Board's Agenda, or at any other time during the course of the meeting, before or after the scheduled time, announced by the Chairperson of the Board. The public may comment on Closed Session items prior to the Board's recess to Closed Session.**

**Call to Order at 12:00 P.M.**

**Roll Call**

**Public Comments on Closed Session Items**

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.

*Note: Continuance of Closed Session to be held at the conclusion of the Board's Regular Agenda, or at any other time during the course of the meeting announced by the Chairperson of the Board. The public may comment on Closed Session items prior to the Board's recess to Closed Session.*

**Recess to Closed Session**

**Reconvene Meeting at 1:00 P.M.**

**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.**

**Public Comment**

**Presentations**



2. Review of the 2024 August Trough Groundwater Elevation Contour Maps and 2024 Seawater Intrusion Maps. (Staff Presenting: Guillermo Diaz-Moreno; Ricardo Carmona; Amy Woodrow)

**Attachments:** [2024 August GWL SWI Maps](#)

3. Update on the Water Resources Agency Habitat Conservation Plan.  
(Staff Presenting: Jason Demers)

### **Consent Calendar**

4. Approve the Action Minutes of November 18, 2024.

**Attachments:** [Draft BOD Minutes November 18, 2024](#)

### **Action Items**

5. Consider approving Amendment No. 3 of the agreement for Professional Services with GEI Consultants, Inc., in the amount of \$156,000 for engineering design & project management services for storm damage repair design and implementation of the Nacimiento Dam Hydro-Plant's South Access Road; and authorize the General Manager to execute the amendment.  
(Staff Presenting: Guillermo Alvarez)

**Attachments:** [Board Report](#)  
[Amendment No. 3](#)  
[Agreement for Professional Services](#)  
[Executed - Amendment No. 1](#)  
[Executed - Amendment No. 2](#)  
[Board Order](#)

### **Key Information and Calendar of Events**

6. December 2024, January and February 2025 Calendars.

**Attachments:** [December 2024](#)  
[January 2025](#)  
[February 2025](#)

### **General Manager's Report**

7.
  - Personnel
  - Dam Safety Funding
  - Monterey One Water Reconciliation Process

- Monterey Peninsula Water Management District PWMx Proposed Water Allocation
- Association of California Water Agencies
- Regulatory/Legislative Activities
- 2025 Preview
- Other

### Committee Reports

8. Committee Agenda's and Cancellation Notices for November and December 2024:

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

Attachments: [ResOps Cancellation Notice Nov. 2024](#)  
[Final BMAC Agenda December 4, 2024](#)  
[Final Planning Agenda December 4, 2024](#)  
[P&A Dec. Cancellation Notice](#)  
[Finance Dec. Cancellation Notice](#)  
[Final ResOps Agenda December 12, 2024](#)

### Correspondence

9. 1. Letter dated November 18, 2024, to Honorable Zoe Lofgren, 18th Congressional District and Honorable Jimmy Panetta, 19th Congressional District, from Chair Glenn Church, Monterey County Board of Supervisors RE: Water Resources Development Act (WRDA) (S. 4367 /H.R. 8812) - Support for Salinas River language in H.R 8812.
2. Letter dated November 18, 2024, to Honorable Alex Padilla, U.S. Senator for California and Honorable Laphonza Butler, U.S Senator for California, from Chair Glenn Church, Monterey County Board of Supervisors RE: Water Resources Development Act (WRDA) (S. 4367 /H.R. 8812) - Support for Salinas River language in H.R 8812.
3. Letter dated December 5, 2024, from Dawn Addis, Assemblymember, 30th District RE: Support for Monterey County Water Resources Agency's Dam Safety

and Climate Resilience Local Assistance Program Proposal.

**Attachments:** [LTR WRDA \(S. 4367 - H.R. 8812\) - Reps Lofgren - Panetta 11.18.24](#)  
[LTR WRDA \(S. 4367 - H.R. 8812\) - Senators Padilla - Butler 11.18.24](#)  
[LTR DA on MCWRA Dam Safety 12.5.24](#)

**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 24-187

December 16, 2024

**Introduced:** 12/9/2024

**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.

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# 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 24-188**

**December 16, 2024**

**Introduced:** 12/9/2024

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Review of the 2024 August Trough Groundwater Elevation Contour Maps and 2024 Seawater Intrusion Maps. (Staff Presenting: Guillermo Diaz-Moreno; Ricardo Carmona; Amy Woodrow)

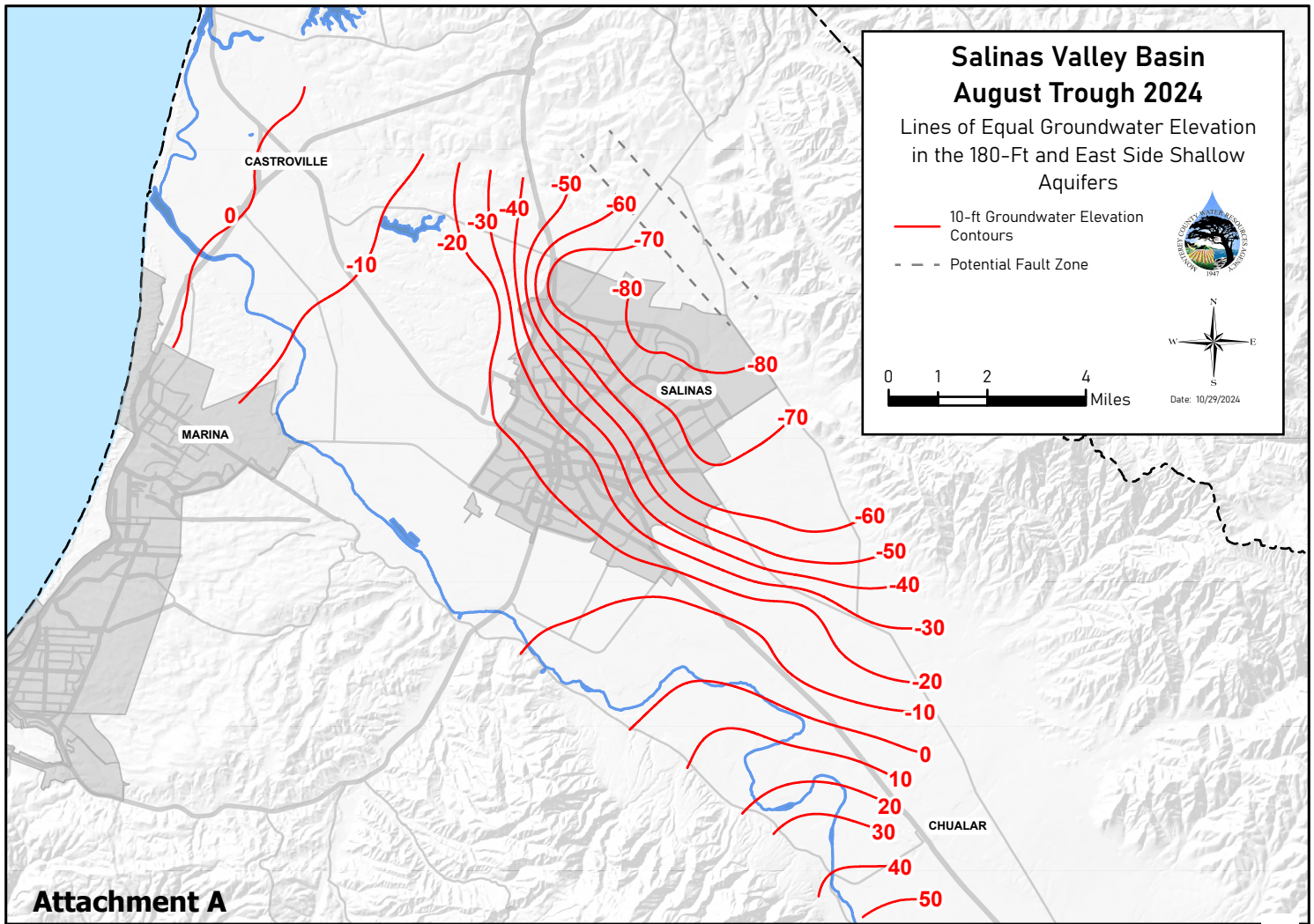
# Salinas Valley Basin August Trough 2024

Lines of Equal Groundwater Elevation  
in the 180-Ft and East Side Shallow  
Aquifers

- 10-ft Groundwater Elevation Contours
- - - Potential Fault Zone

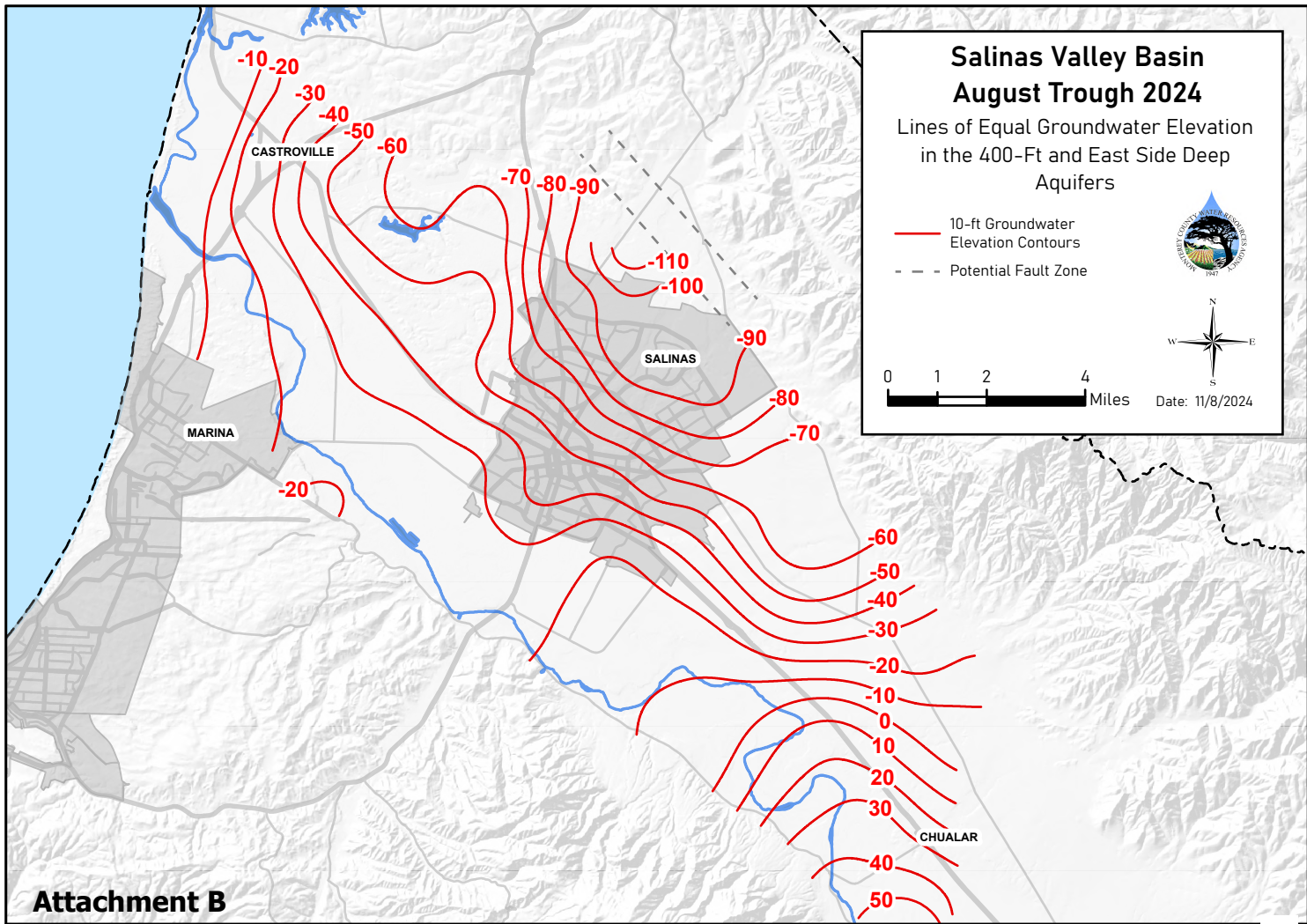


0 1 2 4 Miles  
Date: 10/29/2024



## Attachment A

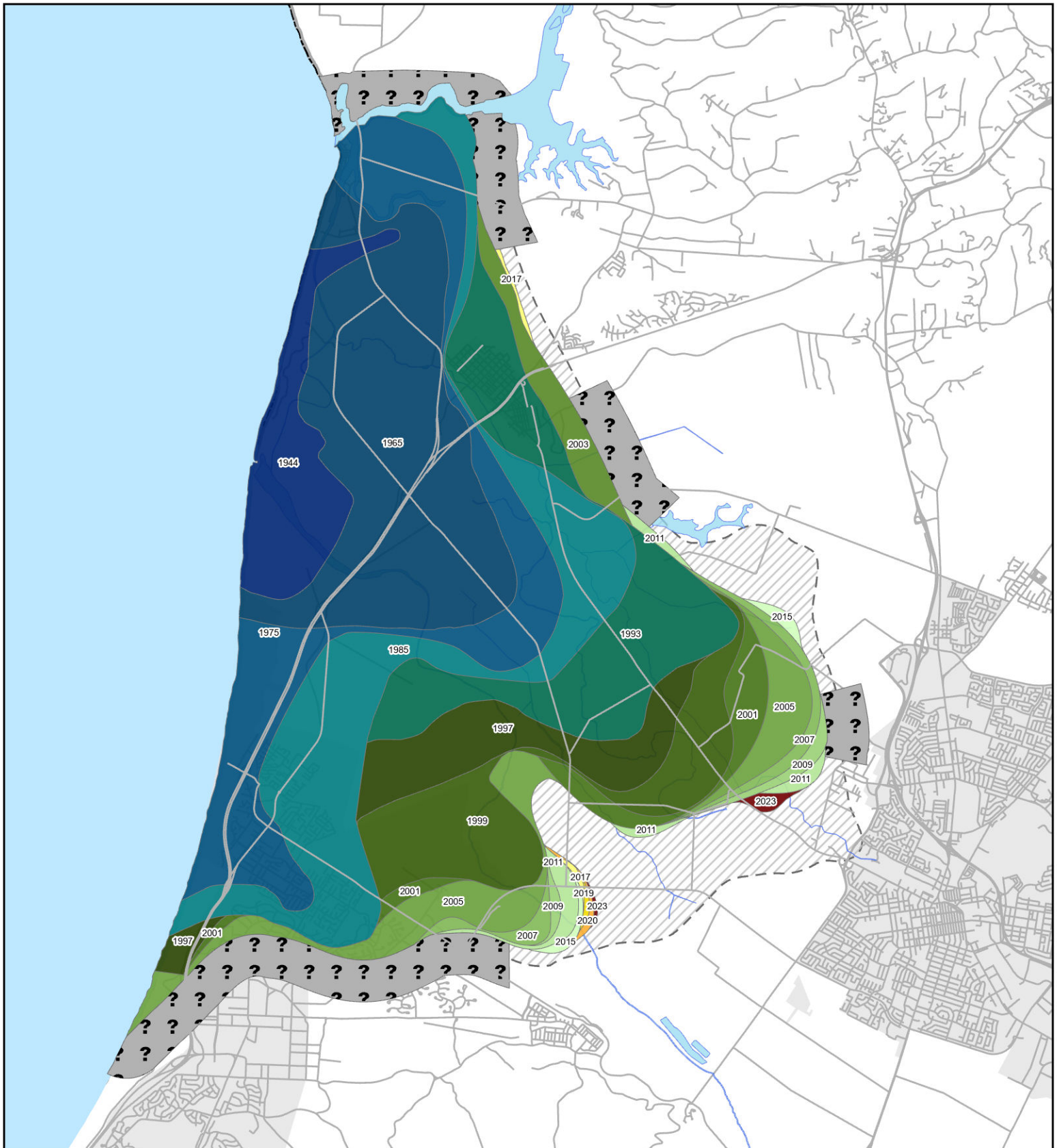
Note: These groundwater contours represent a regional-scale approximation of the groundwater surface, based on available hydrogeological data, illustrating general groundwater flow patterns: **10**  
They should not be interpreted as precise or localized features.



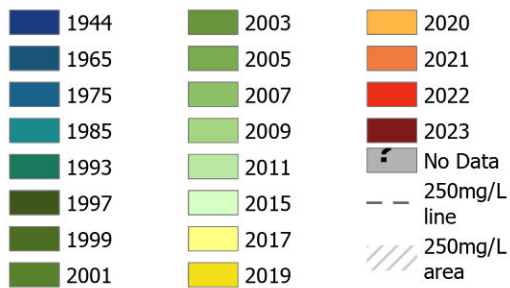
**Attachment B**

Note: These groundwater contours represent a regional-scale approximation of the groundwater surface, based on available hydrogeological data, illustrating general groundwater flow patterns: **11**  
They should not be interpreted as precise or localized features.





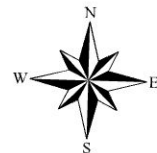
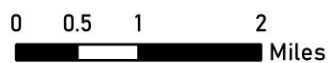
**Seawater Intruded Area by Year**



## Historical Seawater Intrusion Map

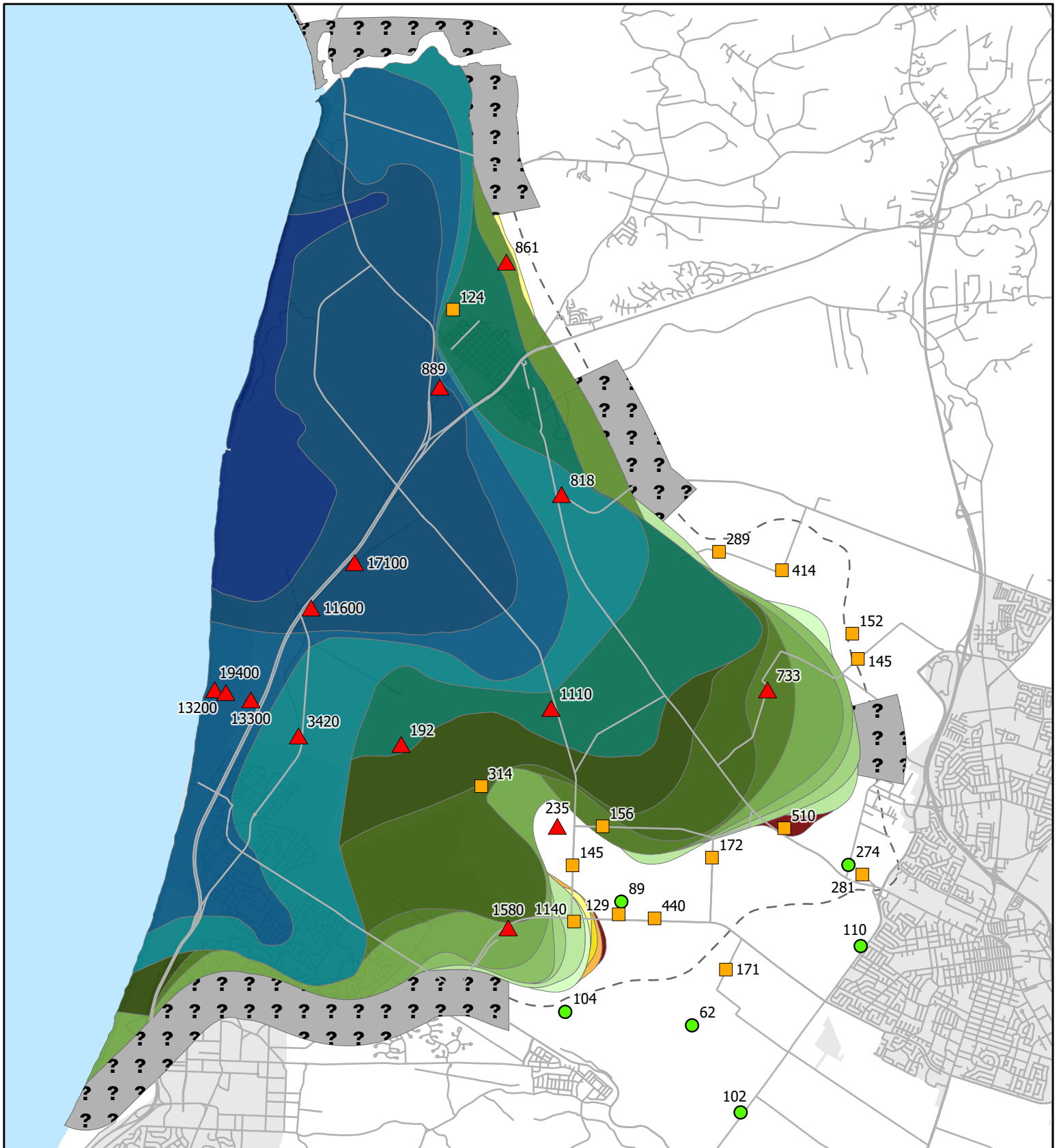
180-Foot Aquifer

500 mg/L or Greater Chloride Areas



Monterey County  
Water Resources Agency  
Date : 10/28/2024





**Seawater Intruded Area by Year**

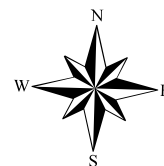
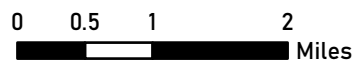
1944	2003	2020
1965	2005	2021
1975	2007	2022
1985	2009	No Data
1993	2011	250mg/L area
1997	2015	250mg/L line
1999	2017	
2001	2019	

**Intrusion Phase**

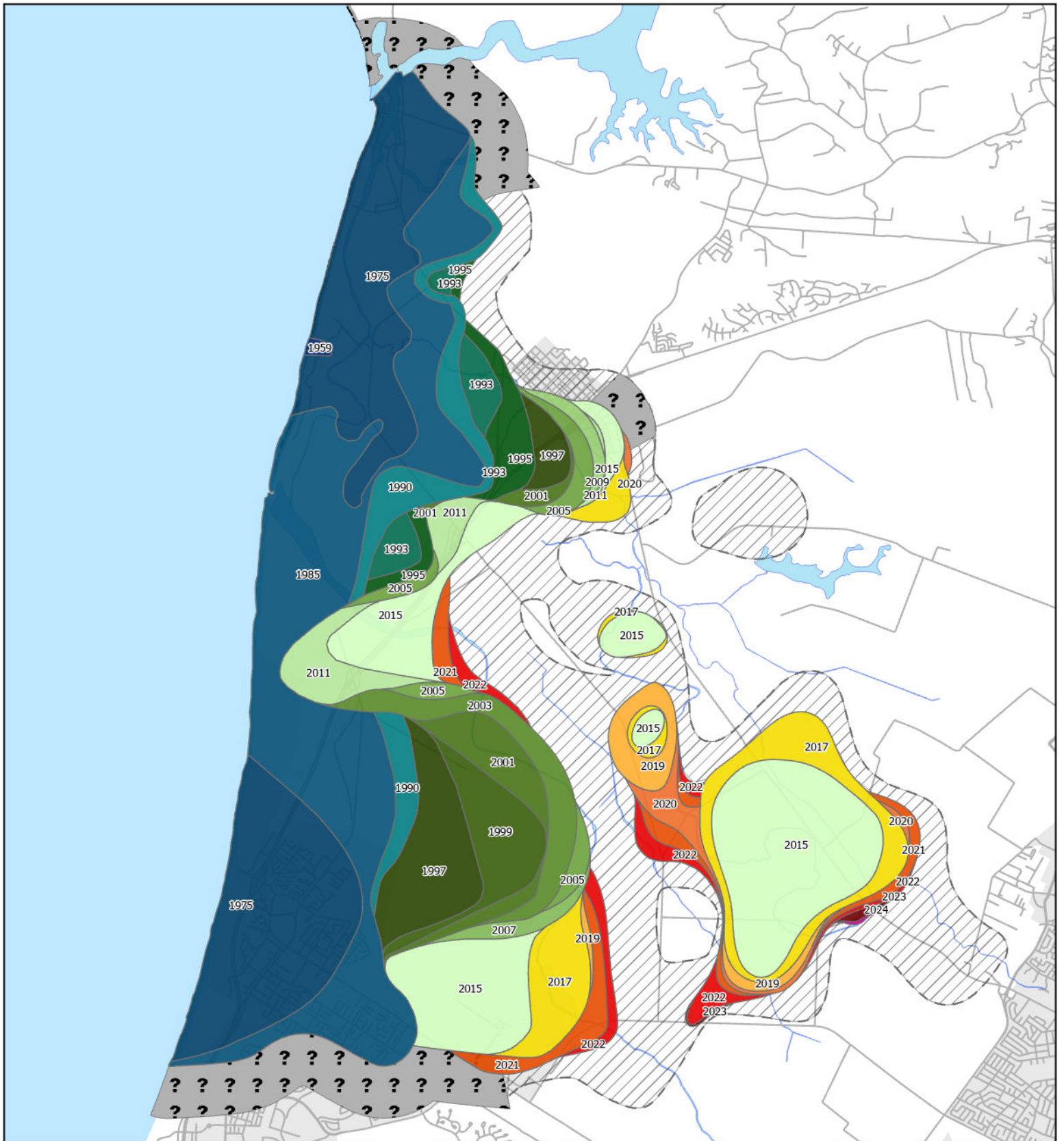
- Not Intruded
- Phase 1
- Phase 2

**Seawater Intrusion Phases 2024**

180-Foot Aquifer  
Chloride Data and Contour Lines



Monterey County  
Water Resources Agency  
Date : 11/22/2024



**Seawater Intruded Area by Year**

1959	2001	2019
1975	2003	2020
1985	2005	2021
1990	2007	2022
1993	2009	2023
1995	2011	2024
1997	2015	No Data
1999	2017	

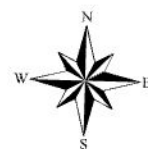
--- 250mg/L line  
 // 250mg/L area

# Historical Seawater Intrusion Map

## 400-Foot Aquifer

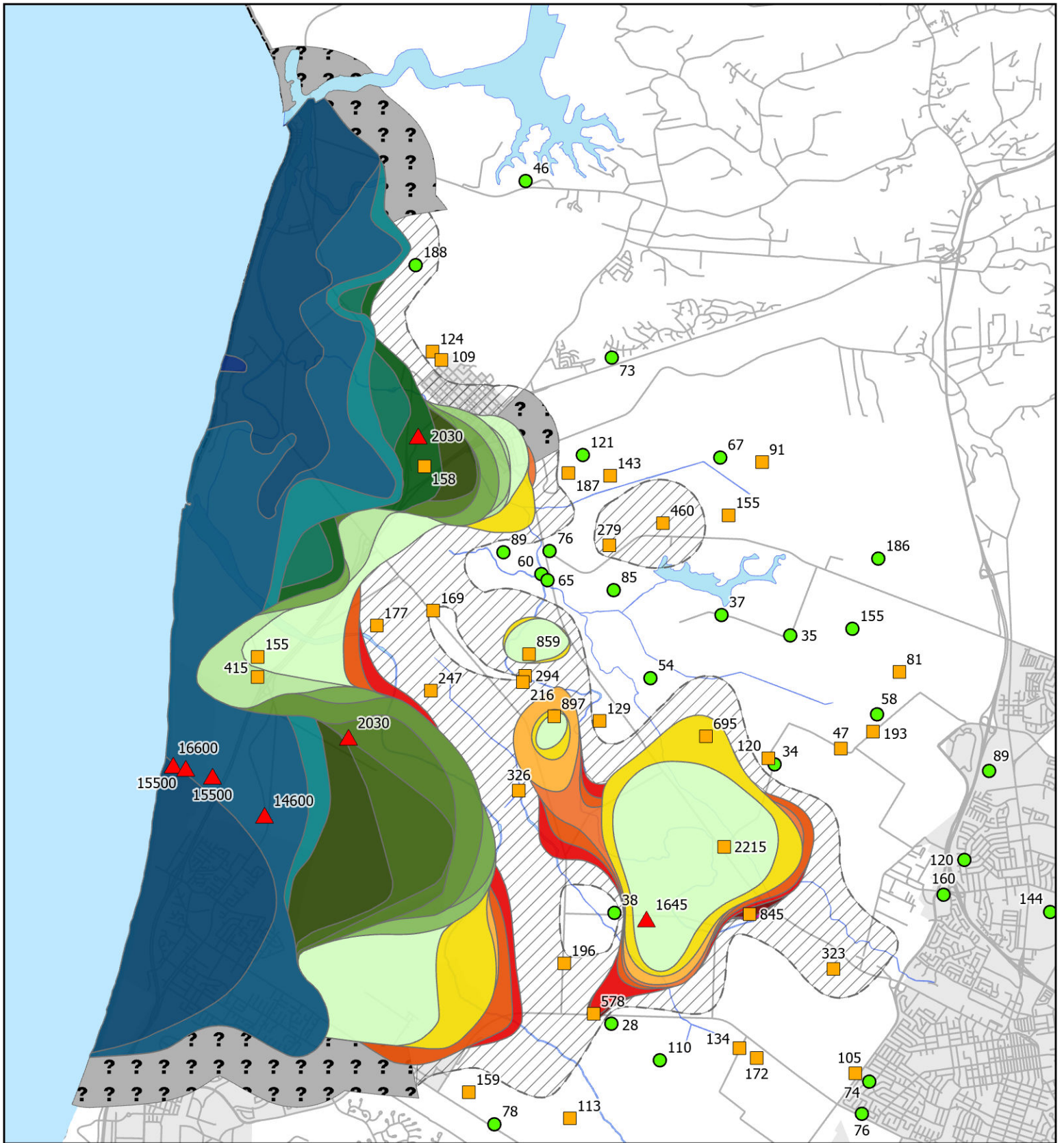
### 500 mg/L or Greater Chloride Areas

0 0.5 1 2 Miles



Monterey County  
 Water Resources Agency  
 Date : 11/6/2024





**Seawater Intruded Area by Year**

	1959		2001		2019
	1975		2003		2020
	1985		2005		2021
	1990		2007		2022
	1993		2009		2023
	1995		2011		2024
	1997		2015		No Data
	1999		2017		

--- 250mg/L line  
 // 250mg/L area

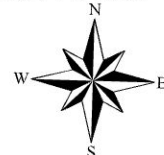
**Intrusion Phase**

- Not Intruded
- Phase 1
- Phase 2

**Historical Seawater Intrusion Map**

400-Foot Aquifer  
 500mg/L or Greater Chloride Areas

0 0.5 1 2 Miles



Monterey County  
 Water Resources Agency  
 Date : 11/22/2024



# County of Monterey

## Item No.3

### Board Report

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

**Legistar File Number: WRAG 24-196**

**December 16, 2024**

**Introduced:** 12/11/2024

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Update on the Water Resources Agency Habitat Conservation Plan.  
(Staff Presenting: Jason Demers)



# 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 24-189**

**December 16, 2024**

**Introduced:** 12/9/2024

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Approve the Action Minutes of November 18, 2024.

# County of Monterey

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



## Meeting Minutes

**Monday, November 18, 2024**

**12:00 PM**

Join via Zoom at <https://montereycty.zoom.us/j/99769079850> or in-person at: 168 W. Alisal, 1st Flr., Salinas CA - BOS Chambers

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*Mike LeBarre, Chair  
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Mark Gonzalez  
Deidre Sullivan  
Ken Ekelund  
Mike Scattini  
Jason Smith  
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**Call to Order at 12:00 P.M.**

The meeting was called to order at 12:00 p.m.

**Roll Call**

**Present:** Mike LeBarre, Matt Simis, Mark Gonzalez, Deidre Sullivan, Ken Ekelund, Mike Scattini, Jason Smith (arrived at 12:01 p.m), John Baillie, Marvin Borzini.

**Absent:** None

**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 matters of significant exposure to litigation and the potential initiation of litigation.
  - b. Pursuant to Government Code section 54957(b)(1), the Board will provide a performance evaluation for the General Manager.

*Note: Continuance of Closed Session to be held at the conclusion of the Board's Regular Agenda, or at any other time during the course of the meeting announced by the Chairperson of the Board. The public may comment on Closed Session items prior to the Board's recess to Closed Session.*

**Recess to Closed Session**

**Reconvene Meeting at 1:00 P.M.**

The meeting reconvened at 1:03 p.m.

**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.**

**Public Comment**

None.

**Presentations**

**Board of Directors Comments: Mike LeBarre**

**Public Comments: None**

2. Update on the Groundwater Monitoring Program and Extraction Reporting Timelines. (Staff Presenting: Amy Woodrow)

**Consent Calendar**

**Upon Motion by Director Mark Gonzalez and Second by Ken Ekelund the Board approved the Consent Calendar.**

**Consent Item #8 was pulled for discussion by Director Ken Ekelund.**

**Ayes: Mike Lebarre, Matt Simis, Mark Gonzalez, Deidre Sullivan, Ken Ekelund, Mike Scattini, Jason Smith John Baille, Marvin Borzini.**

**Noes: None**

**Absent: None**

**Abstained: None**

**Recused: None**

3. Approve the Action Minutes of October 21, 2024.

**Attachments:**     [Draft BOD Minutes October 21, 2024](#)

4. Approve Amendment No. 1 to the Service Agreement with Industrial Machine Shop for a dollar increase of \$150,000 for a total contract amount not to exceed \$400,000; and authorize the General Manager to execute Amendment No. 1.  
(Staff: Pete Vannerus)

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

5. Approve Amendment No. 2 to the Agreement for Services with JDI Electrical Services, Inc., by increasing the dollar amount by \$50,000 for a total contract amount not to exceed \$150,000 to provide electrical maintenance and repair services for the Nacimiento Dam Hydroelectric Power Plant; and authorize the General Manager to execute Amendment No. 2. (Staff: Manuel Saavedra)

**Attachments:**    [Board Report](#)  
                          [Agreement for Services with JDI Electrical Services, Inc.](#)  
                          [Amendment No. 1 to Agreement for Services](#)  
                          [Amendment No. 2 to Agreement for Services](#)  
                          [Board Order](#)

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

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

7. Approve Amendment No. 2 to the Services Agreement with the Pajaro Regional Flood Management Agency for Maintenance and Repair Activities of the Pajaro River Federal Flood Control Project (“Project”) to extend the term to June 30, 2025; and authorize the General Manager to execute the amendment.

(Staff: Shaunna Murray)

**Attachments:**    [Board Report](#)  
                          [Service Agreement](#)  
                          [Amendment No. 1](#)  
                          [Amendment No. 2](#)  
                          [Board Order](#)

8. Approve Amendment No. 1 to the Agreement for Services with Salinas Valley Barb Wire to increase the dollar amount by \$325,000 for a total contract amount not to exceed \$425,000 for maintaining fencing and gate infrastructure on Agency owned parcels around Nacimiento and San Antonio Reservoirs; and authorize the General Manager to execute the amendment. (Staff: Mallory Roberts)

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

Upon Motion by Director Ken Ekelund and Second by Mark Gonzalez the Board approved the Consent Item #8.

**Ayes:** Mike Lebarre, Matt Simis, Mark Gonzalez, Deidre Sullivan, Ken Ekelund, Mike Scattini, Jason Smith John Baille, Marvin Borzini.

**Noes:** None

**Absent:** None

**Abstained:** None

**Recused:** None

**Board of Directors Comments:** John Baillie, Ken Ekelund.

**Public Comments:** None

### **Action Items**

Upon Motion by Director John Baillie and Second by Marvin Borzini the Board received an update on the implementation of the Interim Operations Plan for San Antonio and Nacimiento Reservoirs; and

b. Provide direction to staff as appropriate.

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

**Noes:** None

**Absent:** None

**Abstained:** None

**Director Comments:** Mike Scattini, Ken Ekelund, Deidre Sullivan, John Baillie

**Public Comments:** None

9. a. Consider receiving an update on the implementation of the Interim Operations Plan for San Antonio and Nacimiento Reservoirs; and  
b. Provide direction to staff as appropriate. (Staff Presenting: Peter Kwiek)

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

### **Key Information and Calendar of Events**

**Calendar update for December 2024 Personnel and Administration committee meeting cancellation.**

10. November, December 2024 and January 2025 Calendars.

**Attachments:**    [November 2024](#)  
                              [December 2024](#)  
                              [January 2025](#)

**General Manager's Report**

**Board of Directors Comments:** Mike LeBarre, John Baillie, Marvin Borzini, Mike Scattini.  
**Public Comments:** None.

11.            · Personnel  
                  · Dam Safety Funding  
                  · Castroville Seawater Intrusion Project, Growers Workshop  
                  · MPWMD Proposed Allocation of Pure Water Monterey Expansion Water  
                  · Legislative Update  
                  · Other

**Attachments:**    [2024-11-18 -MEMO WRA GM to BOD RE SanAn LLOW Grant App](#)  
                              [LTR - Senator Laird to DWR RE Support for WRA's Dam Safety Projects Grant Application](#)  
                              [2024-10-30 - CSIP Program Growers' Workshop Presentation - FINAL](#)  
                              [LTR - Coalition to Representative Schrier RE Support of WIFIA Amendments](#)

**Committee Reports**

12.    Committee Agenda's and Cancellation Notices for October and November 2024:
- Water Resources Agency Reservoir Operations Advisory Committee
  - Water Resources Agency Basin Management Advisory Committee
  - Water Resources Agency Planning Committee Cancellation Notice
  - Water Resources Personnel and Administration Committee
  - Water Resources Agency Finance Committee

**Attachments:**    [Final ResOps Agenda October 24, 2024](#)  
                              [Final BMAC Agenda November 6, 2024](#)  
                              [Planning Nov. Cancellation Notice](#)  
                              [Final P&A Agenda November 8, 2024](#)  
                              [Final Finance Agenda Nov. 8, 2024](#)

**Information Items**

13.    2024 Salinas River Discharge Measurement Series. (Staff: Amy Woodrow)

**Attachments:**    [Salinas River Series 2024](#)

14. Nacimiento Dam Hydroelectric Power Plant Unit 2 Repair Update.  
(Staff Manuel Saavedra)

**Attachments:** [Nacimiento Dam Hydroelectric Unit 2 Repair PPT](#)

15. Salinas Valley Water Conditions Fourth Quarter of Water Year 2023-2024.  
(Staff: Amy Woodrow)

**Attachments:** [QuarterlyRpt 4thQtr WY24](#)

16. Reservoir Storage and Release Update. (Staff: Peter Kwiek)

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

**Board of Directors Comments**

Ken Ekelund, Mark Gonzalez

**Adjournment**

The meeting adjourned at 2:42 p.m.



# 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 24-190

December 16, 2024

**Introduced:** 12/9/2024

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Consider approving Amendment No. 3 of the agreement for Professional Services with GEI Consultants, Inc., in the amount of \$156,000 for engineering design & project management services for storm damage repair design and implementation of the Nacimiento Dam Hydro-Plant's South Access Road; and authorize the General Manager to execute the amendment.

(Staff Presenting: Guillermo Alvarez)

#### RECOMMENDATION:

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

Approve Amendment No. 3 of the agreement for Professional Services with GEI Consultants, Inc., in the amount of \$156,000 for engineering design & project management services for storm damage repair design and implementation of the Nacimiento Dam Hydro-Plant's South Access Road; and authorize the General Manager to execute the amendment.

#### SUMMARY/DISCUSSION:

During the winter storms of January 2023, Nacimiento Dam suffered erosion damage at the Spillway's Plunge Pool and at multiple locations along the Nacimiento Dam Hydro-Plant's South Access Road at multiple locations. An Agreement for Professional Services with GEI Consultants Inc. to perform emergency repair and protection of the Nacimiento Dam spillway plunge pool banks, was approved by the Board of Directors on February 2, 2023, in an amount not to exceed \$200,000.

Amendment No. 1 to the services agreement was approved by the Board of Directors on May 15, 2023, to increase the amount payable on contract \$170,000, for total contract amount of \$370,000. The Board of Directors approved Amendment No. 2 to the services agreement with GEI Inc., increased the amount payable on contract by \$70,000, for a contract not-to-exceed amount of \$440,000. Both amendments allowed GEI to continue assisting the Agency with design and repairs of the Nacimiento Dam facilities damaged by the January 2023 storms.

Amendment No.3 to the services agreement with GEI will increase the value of the contract by \$156,000, for a Not-to-Exceed amount \$596,000. All other provisions of the existing contract shall remain in effect. The purpose of this amendment is to allow GEI Inc., to provide engineering and project management services through the construction of repairs at the Nacimiento Dam Hydro-Plant's South Access Road.

FEMA has authorized \$1.1 mil for repair of damages at the South Access Road. The Agency intends to release the RFP for construction in May 2025. Construction of the repairs is estimated at

\$450,000. The Agency will be reimbursed for all costs associated with design, construction management, and construction of the repairs per the FEMA authorization.

OTHER AGENCY INVOLVEMENT:

FEMA (reimbursement and contracting requirements).

County of San Luis Obispo-Building and Planning (grading permit)

FINANCING:

Fund 116-Nacimiento (FEMA reimbursement authorized)

Prepared by: Guillermo Alvarez, Water Resources Engineer, (831) 279-6144

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

Attachments:

1. Amendment No. 3
2. Agreement for Professional Services
3. Amendment No's. 1 and 2
4. Board Order





# County of Monterey

Item No.

## Board Report

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

Legistar File Number: WRAG 24-190

December 16, 2024

**Introduced:** 12/9/2024

**Current Status:** Agenda Ready

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Consider approving Amendment No. 3 of the agreement for Professional Services with GEI Consultants, Inc., in the amount of \$156,000 for engineering design & project management services for storm damage repair design and implementation of the Nacimiento Dam Hydro-Plant's South Access Road; and authorize the General Manager to execute the amendment.

### RECOMMENDATION:

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

Approve Amendment No. 3 of the agreement for Professional Services with GEI Consultants, Inc., in the amount of \$156,000 for engineering design & project management services for storm damage repair design and implementation of the Nacimiento Dam Hydro-Plant's South Access Road; and authorize the General Manager to execute the amendment.

### SUMMARY/DISCUSSION:

During the winter storms of January 2023, Nacimiento Dam suffered erosion damage at the Spillway's Plunge Pool and at multiple locations along the Nacimiento Dam Hydro-Plant's South Access Road at multiple locations. An Agreement for Professional Services with GEI Consultants Inc. to perform emergency repair and protection of the Nacimiento Dam spillway plunge pool banks, was approved by the Board of Directors on February 2, 2023, in an amount not to exceed \$200,000.

Amendment No. 1 to the services agreement was approved by the Board of Directors on May 15, 2023, to increase the amount payable on contract \$170,000, for total contract amount of \$370,000. The Board of Directors approved Amendment No. 2 to the services agreement with GEI Inc., increased the amount payable on contract by \$70,000, for a contract not-to-exceed amount of \$440,000. Both amendments allowed GEI to continue assisting the Agency with design and repairs of the Nacimiento Dam facilities damaged by the January 2023 storms.

Amendment No.3 to the services agreement with GEI will increase the value of the contract by \$156,000, for a Not-to-Exceed amount \$596,000. All other provisions of the existing contract shall remain in effect. The purpose of this amendment is to allow GEI Inc., to provide engineering and project management services through the construction of repairs at the Nacimiento Dam Hydro-Plant's South Access Road.

FEMA has authorized \$1.1 mil for repair of damages at the South Access Road. The Agency intends to release the RFP for construction in May 2025. Construction of the repairs is estimated at \$450,000. The Agency will be reimbursed for all costs associated with design, construction

management, and construction of the repairs per the FEMA authorization.

OTHER AGENCY INVOLVEMENT:

FEMA (reimbursement and contracting requirements).

County of San Luis Obispo-Building and Planning (grading permit)

FINANCING:

Fund 116-Nacimiento (FEMA reimbursement authorized)

Prepared by: Guillermo Alvarez, Water Resources Engineer, (831) 279-6144

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

Attachments:

1. Amendment No. 3
2. Agreement for Professional Services
3. Amendment No's. 1 and 2
4. Board Order

**AMENDMENT NO. 3  
TO AGREEMENT BY AND BETWEEN  
MONTEREY COUNTY WATER RESOURCES AGENCY &  
GEI CONSULTANTS, INC.**

**THIS AMENDMENT NO. 2** is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of Professional consulting services by and between **GEI Consultants, Inc.**, 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 an Agreement for Services with the Agency on January 1, 2023, Amendment No. 1 on May 26, 2023, and Amendment No. 2 on April 2, 2024 (hereinafter, “Agreement”); and

**WHEREAS**, the Parties wish to amend the Agreement by increasing the dollar amount by \$156,000 for a total contract amount not to exceed \$596,000, to continue providing services identified in the Agreement; and

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

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

Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the payment provisions set forth in Exhibit B – REVISED. The maximum amount payable to the contractor under this contract is **Five hundred ninety-six thousand dollars (\$596,000)**.

Original Agreement	\$200,000
Amendment No. 1	\$170,000
Amendment No. 2	\$70,000
<u>Amendment No. 3</u>	<u>\$156,000</u>
Total not to exceed:	\$596,000

2. All other terms and conditions of the Agreement remain unchanged and in full force.
3. A copy of this AMENDMENT No. 3 shall be attached to the original AGREEMENT dated January 1, 2023.

**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT No. 3 on the day and year written below.

MONTEREY COUNTY WATER  
RESOURCES AGENCY

CONTRACTOR

\_\_\_\_\_  
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:

\_\_\_\_\_  
Printed Name and Title

*Approved as to Liability Provisions:*

\_\_\_\_\_  
Risk Management

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

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

*Approved as to Form:*

\_\_\_\_\_  
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.

**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 GEI Consultants, Inc., a Massachusetts Corporation located at 180 Grand Avenue, Suite 950, Oakland CA 94612 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:  
Engineering, construction, and environmental services related to 2023 storm repair work at Agency facilities.
- (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 January 1, 2023 by CONTRACTOR and Agency, and will terminate on December 31, 2024, 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 two hundred thousand dollars.

(\$ 200,000.00).

4. Monthly Invoices by CONTRACTOR; Payment.

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

5. Indemnification

- 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 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

Mr. William Rettberg

Agency's designated administrator of this Agreement shall be

Mr. Chris Moss

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

<b>TO AGENCY</b>	<b>TO CONTRACTOR</b>
Name: Mr. Chris Moss	Name: Mr. William Rettberg
Address: 1441 Schilling Place - N. Bldg, Salinas CA 93901	Address: 180 Grand Avenue, Suite 950, Oakland CA 94612
Telephone: 831-755-4860	Telephone: 510-910-2201
Fax: 831-424-3579	Fax: -----
E-Mail: mosscc@co.monterey.ca.us	E-Mail: wrettberg@geiconsultants.com

28. Federal Emergency Management Agency ("FEMA") Contract Provisions. The FEMA Standard Provisions and Funding Requirements contract provisions attached in Exhibit C are hereby incorporated by this reference.

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

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

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

Exhibit A - Scope of Work/ Work Schedule

Exhibit B - Payment Provisions

Exhibit C - FEMA Standard Provisions and Funding Requirements

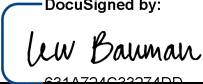
32. Entire Agreement --As of the effective date of this Agreement, this document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating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


**MONTEREY COUNTY WATER RESOURCES AGENCY  
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:**

BY:   
631A724C33274DD...

BY: 

Lew Bauman  
Interim General Manager

Type Name: William Rettberg

Title: Senior Vice President

Date: 2/13/2023 | 8:27 AM PST

Date: 2/10/2023

BY: 

Type Name: Mark Freitas

Title: Vice President

Date: 2/10/2023

\* 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.

\*\*\*\*\*

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

Approved as to fiscal provisions:

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

DocuSigned by:  
*Juan Pablo Lopez*  
A59152E49ADC476  
Administrative Analyst

Dated: 2/10/2023 | 1:30 PM PST

Dated: 2/10/2023 | 4:46 PM PST

County Counsel – Risk Manager:

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

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

Dated: 2/10/2023 | 4:41 PM PST

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

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



# EXHIBIT A

## SCOPE OF WORK / WORK SCHEDULE

### NACIMIENTO DAM SPILLWAY PLUNGE POOL REPAIR AND PROTECTIVE MEASURES PROJECT

Storm events during January 2023 resulted in the rapid filling of Nacimiento reservoir requiring spillway discharges up to approximately 3,000 cfs causing new erosion along the left plunge pool bank. With the potential for additional large storm events this winter, further spillway discharges could further erode plunge pool banks, including potential erosion towards the left side of the spillway along the highly erodible Monterey Formation bank material. If left bank erosion of the Monterey Formation encroaches upon the spillway, impacts could create spillway instability and a dam safety concern. Rock protection along the left bank would help stabilize the area and help prevent future erosion towards the spillway, and towards an existing PG&E power pole located on the left bank. Rock protection in two unprotected areas on the right bank would also help stabilize the right bank slopes, helping prevent future erosion towards the toe of Nacimiento Dam.

GEI Consultants, Inc. (Contractor) will perform the services below in support of repair and protective measures installation. Payment shall be in accordance with Exhibit B.

#### 1. ENGINEERING SERVICES

Design of emergency repair and protective measures.

**Deliverables:** Technical Memorandum, drawings, specifications, cost estimate, and estimated construction schedule.

#### 2. CONSTRUCTION SERVICES

Services during construction of emergency repair and protective measures, which may include but are not limited to, onsite construction inspection, construction progress photography, review and approval of daily contractor work report, weekly construction progress meeting coordination, attendance and meeting minutes preparation, weekly construction progress report, contractor change order preparation, field order preparation, substantial completion inspection, punch list development, final inspection, construction contract invoice payment review and recommendation, after-action report preparation for submittal to State and Federal agencies, and record keeping necessary to comply with construction contract and project permit requirements.

#### 3. ENVIRONMENTAL SERVICES

Perform environmental services which may include but is not limited to, monitoring, reporting, project mitigation plan preparation, project mitigation installation, and other activities necessary to comply with project permits and applicable regulations.

#### 4. PROJECT MANAGEMENT ASSISTANCE

Assist Agency with project management, coordination of personnel and activities necessary to complete Engineering Services, Construction Services and Environmental Services.

**GENERAL ENGINEERING SERVICES**

Upon request of Agency, Contractor will perform services for Agency owned facilities on an as needed basis. For such services, Agency will provide a Scope of Work, Schedule, and deliverables in writing, and agreed to in writing by Contractor (email will suffice for this purpose). Services may include, but are not limited to surveying, engineering, geotechnical services, construction management, inspection, environmental and permitting services. Subcontractors shall be approved by the Agency. Payment shall be in accordance with Exhibit B.

**WORK SCHEDULE**

Work schedule shall be determined by Agency in consultation with Contractor.

## EXHIBIT B

### PAYMENT PROVISIONS

#### **PAYMENT:**

For the Scope of Work described in Exhibit A, Agency shall pay Contractor on a time and expense basis an amount not to exceed \$200,000. Payable costs shall be the sum of direct labor costs, other direct costs and sub-consultant mark-up as defined below.

**Direct Labor Costs:** Are the hourly billing rate, per the Direct Labor Rate Schedules herein, times the number of hours worked by the personnel. Environmental services billing rates are shown in Table 1. All other labor billing rates are shown in Table 2.

**Other Direct Costs:** Other Direct Costs are identifiable costs necessarily incurred to complete the Scope of Work. Such costs include, but are not limited to, travel and subsistence expenses, document reproduction costs, postal, and materials costs. Expenses shall be accounted for in each invoice by submittal of receipts for such costs and a description of their necessity. Monterey County Travel Policy requires overnight lodging, meals, and incidentals be billed at U.S. General Services Administration (GSA) rates, no mark-up; mileage is billable at IRS allowable rate at time of travel, no mark-up. Non-Travel Policy costs may be marked-up 10%.

**Sub-Contractor Mark-up** is the percentage multiplier designated for each sub-Contractor times the sum of sub-Contractor direct labor and other direct charges. All sub-Contractor mark-up multipliers shall not exceed 1.10 (10% mark-up).

#### **DIRECT LABOR RATE SCHEDULE:**

The Direct Labor Rate Schedules (Tables 1 and 2) herein are effective beginning January 1, 2023. The hourly billing rate schedule and other direct costs chargeable to the work may be modified as agreed by Agency and Contractor after a 12-month period. Any agreed labor rate increase shall not exceed the 12-month San Francisco Bay Area CPI for the prior February. The parties shall agree to such modifications in writing as an Amendment to the Agreement.

**Table 1. Environmental Services Labor Rate Schedule**

<u>Personnel Category</u>	<i>Hourly Billing Rate</i> \$ per hour
Staff Professional – Grade 1	\$ 100
Staff Professional – Grade 2	\$ 118
Project Professional – Grade 3	\$ 131
Project Professional – Grade 4	\$ 159
Senior Professional – Grade 5	\$ 182
Senior Professional – Grade 6	\$ 208 - \$ 228
Senior Professional – Grade 7	\$ 269
Senior Consultant – Grade 8	\$ 299 - \$ 309
Senior Consultant – Grade 9	\$ 311
Senior Principal – Grade 10	\$ 312
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Senior Drafter and Designer	\$ 161
Drafter / Designer and Senior Technician	\$ 131
Field Professional	\$ 119
Technician, Word Processor, Administrative Staff	\$ 94
<u>Office Aide</u>	<u>\$ 93</u>

**Table 2. All Other Labor Rate Schedule**

<u>Personnel Category</u>	<i>Hourly Billing Rate</i> \$ per hour
Staff Professional – Grade 1	\$ 141
Staff Professional – Grade 2	\$ 156
Project Professional – Grade 3	\$ 171
Project Professional – Grade 4	\$ 191
Senior Professional – Grade 5	\$ 226
Senior Professional – Grade 6	\$ 257
Senior Professional – Grade 7	\$ 306
Senior Consultant – Grade 8	\$ 342
Senior Consultant – Grade 9	\$ 417
Senior Principal – Grade 10	\$ 417
-----	
Senior Drafter and Designer	\$ 171
Drafter / Designer and Senior Technician	\$ 156
Field Professional	\$ 128
Technician, Word Processor, Administrative Staff	\$ 127
Office Aide	\$ 99

**INVOICES:**

Invoices may be submitted monthly. Invoices shall include the direct labor costs by individual and task, showing the individual's hours charged, hourly rate and total amount charged to each task. Other direct charges shall be added to the sum of the direct labor costs by task. Other direct charges shall be accounted for in each invoice by submittal of receipts for such costs and description of their necessity. Percent of task completion shall be included on each invoice.

**NOTIFICATION:**

When, during performance of the work, Contractor incurs 75 percent of the total task cost allotted to a task, Contractor shall so notify the Agency to that effect. If Consultant has reason to believe that the costs which it expects to incur to finish the task, when added to the costs previously incurred, will exceed the total task cost, Contractor shall so notify the Agency to that effect. The notice shall state: (1) the estimated amount of additional funds required to complete the task; (2) justification for the need for additional funds; and (3) the estimated date Contractor expects its total costs incurred to meet the total task cost.

## EXHIBIT C

### FEMA STANDARD PROVISIONS AND FUNDING REQUIREMENTS

The Agreement may be funded in part by the federal grant funding received by the Monterey County Water Resources Agency (“AGENCY”) from the Federal Emergency Management Agency (“FEMA”), which is part of the United States Department of Homeland Security (“DHS”). Therefore, CONTRACTOR must comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to, the contractual provision set forth in Title 2 of the Code of Federal Regulations, Part 200, in connection with the CONTRACTOR’s performance of the work or services covered by the Agreement (the “Project”). All such federal laws and regulations shall be deemed to be inserted in the Agreement and the Agreement shall be read and enforced as though such federal laws and regulations were included therein. Anything to the contrary herein notwithstanding, all FEMA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any AGENCY request that would cause the AGENCY to be in violation of these FEMA terms and conditions or any other federal law or regulation applicable to the receipt of FEMA grants. If any provision of the Agreement shall be such as to effect noncompliance with any FEMA requirement, such provision shall not be deemed to form a part thereof, but the balance of the Agreement shall remain in full force and effect. In addition, the CONTRACTOR agrees to the following specific provisions:

#### 1.01 Debarment

1. The CONTRACTOR and any prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. The AGENCY will insure the CONTRACTOR and any lower participants are not debarred by checking the governments Excluded Parties List System at SAM.gov prior to executing the Contract and/or subsequent Job Orders.

#### 1.02 Cost Plus Percentage Not Allowed

1. Notwithstanding any provisions in the Agreement to the contrary, the CONTRACTOR and any prospective lower tier participant are prohibited from using cost plus percentage contracts. This includes, but is not limited to the use of percentages for change orders or mark-ups on subcontractors or materials. Cost plus fixed fee either lump sum or unit price is authorized.

#### 1.03 Additional Federal Contracting Requirements

1. The CONTRACTOR must comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of

October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

2. The CONTRACTOR must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
3. The CONTRACTOR must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients of federal funding from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).
4. The CONTRACTOR must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
5. The CONTRACTOR must comply with Title VIII of the Civil Rights Act of 1968, which prohibits CONTRACTORS from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 *et seq.*), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).
6. The CONTRACTOR must comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
7. The CONTRACTOR must comply with the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
  - a. This project is a public work in the State of California, funded in whole or in part with public funds. Therefore, the higher of the two applicable prevailing wage rates, federal or state, will be enforced.
8. The CONTRACTOR must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
9. The CONTRACTOR must provide reporting as specified in the plans, specifications and deliverables section of the Agreement.

10. The AGENCY shall have patent rights with respect to any discovery or invention which arises or is developed in the course of or under such Agreement.
11. The AGENCY shall have copyrights and rights respective to any data which arises or is developed in the course of or under such Agreement.
12. The AGENCY, State, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
13. The CONTRACTOR must maintain records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
14. The CONTRACTOR must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857(h)), section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
15. The CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
16. The CONTRACTOR must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).
17. The AGENCY is entitled to exercise all administrative, contractual, or other legal remedies permitted by law to enforce the CONTRACTOR's compliance with the terms of the Agreement.
18. The CONTRACTOR must acknowledge its use of federal funding when issuing requests for proposals, bid invitations, and other documents describing the Project in connection with performing the Agreement.
19. If the CONTRACTOR collects PII (Personally Identifiable Information) in connection with the

Project, the CONTRACTOR is required to have a publicly available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

20. The CONTRACTOR must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 *et seq.*), which is adopted at 2 C.F.R Part 3001, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.
21. The CONTRACTOR must comply with the requirements of 31 U.S.C. § 3729 which sets forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 38013812 which details the administrative remedies for false claims and statements made.
22. The CONTRACTOR must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
23. The CONTRACTOR must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (“LEP”) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation.
24. The CONTRACTOR must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the CONTRACTOR to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.
25. Unless otherwise provided by law, the CONTRACTOR is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 *et seq.* The CONTRACTOR is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.
26. The CONTRACTOR must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.



27. The CONTRACTOR must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.
28. The CONTRACTOR must comply with the Rehabilitation Act of 1973, including all sections, that prohibits discrimination on the basis of disability. The standards for deciding if employment discrimination exists under the Rehabilitation Act are the same as those used in Title I of the Americans with Disabilities Act.
29. The CONTRACTOR must maintain the currency of the information in the Universal Identifier and System of Award Management (SAM) until submission of the final financial report required under the award or until the CONTRACTOR receives final payment, whichever is later, as required by 2 C.F.R. Part 25.
30. The CONTRACTOR must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.
31. The CONTRACTOR must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.
32. The CONTRACTOR must obtain DHS’s approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
33. The CONTRACTOR must acknowledge and agree—and require any sub-CONTRACTORS, successors, transferees, and assignees to acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Additionally:
  - a. The CONTRACTOR must cooperate with any compliance review or complaint investigation conducted by DHS;
  - b. The CONTRACTOR must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance;

- c. The CONTRACTOR must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports;
- d. The CONTRACTOR must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance;
- e. If, during the past three years, the CONTRACTOR has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the CONTRACTOR must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office (FEMA) and the DHS Office of Civil Rights and Civil Liberties; and
- f. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the CONTRACTOR, or the CONTRACTOR settles a case or matter alleging such discrimination, the CONTRACTOR must forward a copy of the complaint and findings to the DHS Component and/or awarding office (FEMA).

The United States has the right to seek judicial enforcement of these obligations.

**AMENDMENT No. 1**  
**to**  
**Agreement for Professional Services**  
**between**  
**Monterey County Water Resources Agency and GEI Consultants, Inc.**

The undersigned parties hereby agree to amend that certain Agreement for Professional Services between the Monterey County Water Resources Agency (hereinafter "Agency") and GEI Consultants, Inc., (hereinafter "CONTRACTOR") executed and effective on February 13, 2023 (hereinafter "Agreement").

Section 3 of the Agreement is hereby amended to read as follows:

- 3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR in accordance with the fee schedules set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is **three hundred seventy thousand dollars (\$370,000)**, summarized below:

\$200,000 Original Agreement  
\$170,000 Amendment No. 1  
\$370,000 Maximum Amount Payable

All other provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, Agency and CONTRACTOR have caused this Amendment No. 1 to be executed as follows:

**MONTEREY COUNTY**  
**WATER RESOURCES AGENCY:**

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

Date: 5/26/2023 | 8:52 AM PDT

**CONTRACTOR:**

By: *William Rettberg*  
Type Name: William Rettberg  
Title: Senior Vice President

Date: 5/8/2023

By: *Mark Freitas*  
Type Name: Mark Freitas  
Title: Vice President  
Date: 5/8/2023

\* 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.

**MCWRA – GEI Consultants, Inc.**  
**Amendment No. 1**

\*\*\*\*\*

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

Approved as to fiscal provisions:

DocuSigned by:  
*Kelly L. Doulon*  
22D690CA05A940E...  
Assistant County Counsel

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

Dated: 5/25/2023 | 11:43 AM PDT

Dated: 5/26/2023 | 8:05 AM PDT

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

DocuSigned by:  
*Patricia Ruiz*  
E79EF64E57454F6...  
Auditor-Controller <sup>2</sup>:

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

Dated: 5/25/2023 | 1:52 PM PDT

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

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

**AMENDMENT NO. 2  
TO AGREEMENT BY AND BETWEEN  
MONTEREY COUNTY WATER RESOURCES AGENCY &  
GEI CONSULTANTS, INC.**

**THIS AMENDMENT NO. 2** is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of Professional consulting services by and between **GEI CONSULTANTS, INC.**, 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 an Agreement for Services with the Agency on January 1, 2023 (hereinafter, “Agreement”); and

**WHEREAS**, on February 13, 2023, the Parties entered into Amendment No. 1 to the Agreement, thereby amending the Agreement by adding \$170,000 for a total contract amount of \$370,000; and

**WHEREAS**, the Parties wish to amend the Agreement by including Exhibit D to the Scope of Work and with a dollar amount increase of \$70,000 not to exceed a total contract amount of \$440,000, to continue providing services identified in the Agreement; and

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

1. Amend Section 1, **“Employment of CONTRACTOR”** to read as follows:

Employment of CONTRACTOR. Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A and Exhibit D, 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 and Exhibit D:

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 payment provisions set forth in Exhibit B - REVISED. The maximum amount payable to the contractor under this contract is Four Hundred Forty Thousand dollars (\$440,000).

Original Agreement	\$200,000
Amendment No. 1	\$170,000
<u>Amendment No. 2</u>	<u>\$70,000</u>
Not to exceed total:	\$440,000

3. All other terms and conditions of the Agreement remain unchanged and in full force.

4. A copy of this AMENDMENT NO. 2 shall be attached to the original AGREEMENT dated January 1, 2023.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT NO. 2 on the day and year written below.

MONTEREY COUNTY WATER  
RESOURCES AGENCY

DocuSigned by:  
*Ara Aghdarian*  
\_\_\_\_\_  
General Manager

Dated: 4/2/2024 | 1:16 PM PDT

Approved as to Fiscal Provisions:

DocuSigned by:  
*Jennifer Forsyth*  
\_\_\_\_\_  
Deputy Auditor/Controller

Dated: 4/2/2024 | 10:59 AM PDT

Approved as to Liability Provisions:

\_\_\_\_\_  
Risk Management

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

Approved as to Form:

DocuSigned by:  
*Kelly L. Doulon*  
\_\_\_\_\_  
Assistant County Counsel

Dated: 4/2/2024 | 9:28 AM PDT

CONTRACTOR

DocuSigned by:  
*Rob Fill*  
By: \_\_\_\_\_

Signature of Chair, President, or  
Vice-President

Rob Fill Senior Construction Manager

Printed Name and Title

Dated: 4/2/2024 | 9:18 AM PDT

By: \_\_\_\_\_

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

Printed Name and Title

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

DocuSigned by:  
*Ezequiel Vega Rios*  
\_\_\_\_\_  
Ezequiel Vega Rios

County Budget Director Monterey County

4/2/2024 | 12:08 PM PDT

\*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 B - REVISED**  
**Payment Provisions**

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

DIRECT LABOR RATE SCHEDULE:

The Direct Labor Rate Schedule (Table 1) herein is effective beginning September 5, 2023. The labor hourly billing rate schedule and other direct costs chargeable to the work may be modified as agreed by Agency and Contractor after a 12-month period. Any agreed labor rate increase shall not exceed the 12-month San Francisco Bay Area CPI for the prior February. The parties shall agree to such modifications in writing as an Amendment to the Agreement.

Table 1. Direct Labor Rate Schedule GEI Consultants, Inc., Labor

<u>Category</u>	<u>Rate/Hour</u>
Principal Engineer (Gr. 8) .....	\$342
Engineering Support (Gr. 8) .....	\$342
Engineering Support (Gr. 7) .....	\$306
Engineering Support (Gr. 6) .....	\$257
Engineering Support (Gr. 5) .....	\$226
Engineering Support (Gr. 3) .....	\$171
Support Administrative .....	\$127

# Exhibit B - REVISED Payment Provisions

## Monterey County Water Resources Agency Labor and Direct Cost Estimate

### Nacimiento Hydroplant Secondary Access Road Repairs

MCWRA - Nacimiento PP Secondary Access Road

Task No.	Description	Labor Estimates														Total Estimate					
		Rettberg		Sansone		Fill		Velasquez		Meyers		Tognolini		Subconsultants						Admin	
		Hrs	\$342	Hrs	\$342	Hrs	\$306	Hrs	\$257	Hrs	\$226	Hrs	\$171	Hrs		Hrs	\$127	Hrs	Labor	Per Diem/ODC's	Total
1	<b>Review Project Details and Project Management</b>																10	\$2,774		\$2,774	
	Review Project Details and Coordinate Work	2	\$684			6	\$1,836									2	\$254	10	\$2,774		\$2,774
2	<b>Complete Development of Plans and Specifications for Construction Contract</b>																248	\$63,470	\$6,712	\$70,182	
	Completed Development of P&S for Construction Contract			8	\$2,736			26	\$6,682	80	\$18,080	124	\$21,204		\$2,600	8	\$1,016	246	\$52,318	\$5,362	\$57,680
	Perform Topographic Surveys and Establish Survey Control			2	\$684			2	\$514			2	\$342		\$9,000				\$10,540	\$1,350	\$11,890
	QC/QA Review					2	\$612											2	\$612		\$612
3	<b>Provide Engineering Services During Construction</b>																88	\$20,262	\$1,069	\$21,331	
	Review and Respond to RFIs, Submittals, Design Changes, etc.			4	\$1,368			8	\$2,056	20	\$4,520					8	\$1,016	40	\$8,960		\$8,960
	Provide On-Site Resident Engineer			2	\$684			2	\$514	42	\$9,492							46	\$10,690	\$1,069	\$11,759
	QC/QA Review					2	\$612											2	\$612		\$612
<b>HOURS Subtotal Tasks 1-3</b>		2		16		10		38		142		126				18		346			
<b>Total Tasks 1-3</b>			\$684		\$5,472		\$3,060		\$9,766		\$32,092		\$21,546		\$11,600		\$2,286		\$86,506	\$7,781	\$94,287

**Notes and Assumptions:**

**General**

- Labor hour and grade and task distribution is for budgeting purposes only. The actual labor and task distribution will be based on efficiently performing the work as ordered by MCWRA.
- Per diem is estimated at 10% of labor for field tasks and will comply with MCWRA travel policies and procedures.

**Task 1**

- Task 1 is for Project Administrator and Project Manager review of pertinent project documents for QC/QA oversight and processing of progress estimates.

**Task 2**

- Task 2 is anticipated for senior engineers for 40 hours (includes survey oversight), one project engineer for 80 hours, and one CAD/Design Engineer for 120 hours for preliminary and final drawings in coordination with MCWRA engineer(s).
- Task 2 includes 1 site visit for Construction Manager and Engineer with travel time from Oakland or Sacramento offices of GEI Consultants, Inc..
- Task 2 includes an Opinion of Probable Cost Estimate from the Design Engineer.
- Task 2 includes survey subconsultant for topographic surveys and setting control. Subconsultants will be marked up 15% per standard agreement with MCWRA.
- Task 2 includes estimating services from a qualified subconsultant to check and comment on the OPC estimate from the Design Engineer.

**Task 3**

- Task 3 Scope of Engineering Services During Construction is currently unknown but requested as possible service by MCWRA. Estimated costs are included and services will be performed only as approved by MCWRA.
- Task 3 assumes up to 8 total RFI reviews, submittal reviews, and design changes during construction.
- Task 3 per diem includes travel from Oakland or Sacramento offices of GEI Consultants, Inc., lodging, and meals. ESDC shifts are assumed to be three visits total, M-F, 8 hours per day plus travel time.



## Exhibit D - Scope of Work

Nacimiento Dam South Access Road Repair Design & Construction management.

**Task 1 – Review Project Details and Project Management – \$2,774**

Project Administrator and Project Manager review of pertinent project documents for QC/QA oversight and processing of progress estimates.

**Task 2 – Complete Development of Plans and Specifications for Construction Contract - \$70,182**

Complete development of P&S for construction contract, perform topographic surveys, and provide Opinion of Probable Cost estimate.

**Task 3 – Provide Engineering Services during Construction (Optional Task) – \$21,331**

Review and respond to RFIs, Submittals, Design Changes, etc. and provide part time on-site Resident Engineer during construction.

The total estimate including Optional Task 3 is **\$94,287**.



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

BOARD ORDER No. \_\_\_\_\_

**APPROVE AMENDMENT NO. 3 OF THE AGREEMENT FOR )  
PROFESSIONAL SERVICES WITH GEI CONSULTANTS, INC, IN )  
THE AMOUNT OF \$156,000 FOR ENGINEERING DESIGN & )  
PROJECT MANAGEMENT SERVICES FOR STORM DAMAGE )  
REPAIR DESIGN AND IMPLEMENTATION OF THE NACIMIENTO )  
DAM HYDRO-PLANT’S SOUTH ACCESS ROAD; 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 of the agreement for Professional Services with GEI Consultants, Inc., in the amount of \$156,000 for engineering design & project management services for storm damage repair design and implementation of the Nacimiento Dam Hydro-Plant’s South Access Road; and
2. Authorizes the General Manager to execute the amendment.

PASSED AND ADOPTED on this **date** day of **Month Year**, by the following vote, to-wit:

\_\_\_\_\_  
BY: Mike LeBarre, Chair  
Board of Directors

\_\_\_\_\_  
ATTEST: Ara Azhderian  
General Manager



# 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 24-192**

**December 16, 2024**

**Introduced:** 12/10/2024

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

December 2024, January and February 2025 Calendars.

# December 2024

December 2024							January 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7	5	6	7	1	2	3	4
8	9	10	11	12	13	14	12	13	14	15	16	17	18
15	16	17	18	19	20	21	19	20	21	22	23	24	25
22	23	24	25	26	27	28	26	27	28	29	30	31	
29	30	31											

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Dec 1	2	3	4 8:30am Basin Management 8:30am Basin Management 10:00am Planning Committee-2025	5	6	7
8	9	10	11	12 1:30pm Reservoir Operations Advisory Committee-2024-12 4:00pm CLOSE Everything Out (---) - Fenley, Jessell M.	13 BOD Presentation (PPT) Due - Gonzales, Eva	14
15	16 Board of Directors Meeting - 930-Board of Directors 12:00pm Board of Directors Meeting-2025	17	18	19 8:30am All Hands Meeting ( <a href="https://montereycty.z">https://montereycty.z</a> ) 8:30am Canceled: All Hands Meeting ( <a href="https://montereycty.z">https://montereycty.z</a> )	20	21
22	23	24	25	26	27	28
29	30	31	Jan 1, 25	2	3	4

# January 2025

January 2025							February 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4							1
5	6	7	8	9	10	11	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Dec 29	30	31	Jan 1, 25	2	3	4
5	6	7	8 10:00am Planning Committee-2025 ( <a href="https://montereycty.zoom.us/j/95511982423?pwd=VE1nM0xuQXNhK3lyVnBBOGxjVlQy">https://montereycty.zoom.us/j/95511982423?pwd=VE1nM0xuQXNhK3lyVnBBOGxjVlQy</a> )	9	10 BOD Presentation (PPT) Due - Gonzales, Eva	11
12	13	14	15	16 8:30am Canceled: All Hands Meeting ( <a href="https://montereycty.zoom.us/j/99159079837?pwd=OWc4YUtHSGRBS2lvdVplYWg2cm">https://montereycty.zoom.us/j/99159079837?pwd=OWc4YUtHSGRBS2lvdVplYWg2cm</a> )	17 10:00am Finance Committee-2025 ( <a href="https://montereycty.zoom.us/j/92403510520?pwd=ektEZUNZenYyMStLMVZ6U0c2SUN">https://montereycty.zoom.us/j/92403510520?pwd=ektEZUNZenYyMStLMVZ6U0c2SUN</a> )	18
19	20 Board of Directors Meeting - 930-Board of Directors	21 12:00pm Board of Directors Meeting-2025 ( <a href="https://montereycty.zoom.us/j/99769079850">https://montereycty.zoom.us/j/99769079850</a> ) - Office Assistant II	22	23 8:30am All Hands Meeting ( <a href="https://montereycty.zoom.us/j/91898667535">https://montereycty.zoom.us/j/91898667535</a> ) - Gonzales, Eva	24	25
26	27	28	29	30 10:30am Joint Water Resources/Board of Supervisors Leadership Committee ( <a href="https://montereycty.zoom.us/j/91898667535">https://montereycty.zoom.us/j/91898667535</a> )	31	Feb 1

# February 2025

February 2025							March 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1							1
2	3	4	5	6	7	8	2	3	4	5	6	7	8
9	10	11	12	13	14	15	9	10	11	12	13	14	15
16	17	18	19	20	21	22	16	17	18	19	20	21	22
23	24	25	26	27	28		23	24	25	26	27	28	29
							30	31					

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jan 26	27	28	29	30	31	Feb 1
2	3	4	5 8:30am Basin Management Advisory 10:00am Planning Committee-2025 ( <a href="https://montereycty.z">https://montereycty.z</a> )	6	7 8:30am Personnel & Administration Committee-2025 10:00am Finance Committee-2025 ( <a href="https://montereycty.z">https://montereycty.z</a> )	8
9	10	11	12	13	14 BOD Presentation (PPT) Due - Gonzales, Eva	15
16	17 Board of Directors Meeting - 930-Board of Directors	18 12:00pm Board of Directors Meeting-2025 ( <a href="https://montereycty.zoom.us/j/99769079850">https://montereycty.zoom.us/j/99769079850</a> ) - Office Assistant II	19	20 8:30am All Hands Meeting 8:30am Canceled: All Hands Meeting 10:30am Joint Water Resources/Board of	21	22
23	24	25	26	27	28	Mar 1



# 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 24-193**

**December 16, 2024**

**Introduced:** 12/10/2024

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

- Personnel
- Dam Safety Funding
- Monterey One Water Reconciliation Process
- Monterey Peninsula Water Management District PWMx Proposed Water Allocation
- Association of California Water Agencies
- Regulatory/Legislative Activities
- 2025 Preview
- Other



# 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 24-194

December 16, 2024

**Introduced:** 12/10/2024

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Committee Agenda's and Cancellation Notices for November and December 2024:

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





WATER RESOURCES AGENCY

MEMORANDUM

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Monterey County

DATE: November 4, 2024

**PUBLIC MEETING CANCELLATION NOTICE**

**THE RESERVOIR OPERATIONS ADVISORY COMMITTEE**

**MEETING SCHEDULED FOR**

**THURSDAY, NOVEMBER 28, 2024 @ 1:30PM**

**HAS BEEN CANCELLED.**

**THE NEXT MEETING IS SCHEDULED FOR**

**THURSDAY, DECEMBER 26, 2024 @ 1:30PM**

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

# County of Monterey

*Saffron Room  
1441 Schilling Place  
Salinas, Ca. 93901*



## Meeting Agenda

**Wednesday, December 4, 2024**

**8:30 AM**

### **Water Resources Agency Basin Management Advisory Committee**

*John Baillie Chair  
Deidre Sullivan  
Matthew Simis  
David Bunn  
Kevin Piearcy  
Patrick Breen  
Marc Kelley  
Richard Ortiz*

To participate in this Basin Management Advisory 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/99621772720>

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: 996 2177 2720 PASSWORD: 478310 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 MEETING MAY BE PAUSED WHILE A FIX IS ATTEMPTED BUT THE BASIN MANAGEMENT ADVISORY 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@co.monterey.ca.us](mailto:WRAPubliccomment@co.monterey.ca.us) by 5:00 p.m. on the Tuesday prior to the Committee meeting. To assist Agency staff in identifying the agenda item to which the comment relates please indicate the Basin Management Advisory Committee meeting date and agenda number in the subject line. Comments received by the 5:00 p.m. Tuesday 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@co.monterey.ca.us](mailto:WRAPubliccomment@co.monterey.ca.us). 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. Basin Management 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 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 Tuesday before the meeting to: [WRAPubliccomment@co.monterey.ca.us](mailto:WRAPubliccomment@co.monterey.ca.us). To assist Agency staff in identifying the agenda item to which the comment relates, the public is requested to indicate the Basin Management Advisory 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 Tuesday before the meeting at [WRAPubliccomment@co.monterey.ca.us](mailto:WRAPubliccomment@co.monterey.ca.us). (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@co.monterey.ca.us](mailto:WRAPubliccomment@co.monterey.ca.us). 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.

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

**PARA PARTICIPAR EN LA REUNIÓN DEL COMITE DE ASESOR DE GESTION DE LA CUENCA A TRAVES DE LOS SIGUIENTES METODOS:**

1. Podar asistir personalmente a la reunion; o,

2. El público puede observar la reunión ZOOM a través de computadora haciendo clic en el siguiente enlace: <https://montereycty.zoom.us/j/99621772720>

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 entrar a la reunión, presione los siguientes números:

996 2177 2720 PASSWORD: 478310. 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 LOS MIEMBROS DEL COMITÉ ESTÁN PRESENTES EN PERSONA, LA PARTICIPACIÓN PÚBLICA DE ZOOM ES SOLO POR CONVENIENCIA Y NO ES REQUERIDA POR LA LEY. SI LA ALIMENTACIÓN DE ZOOM SE PIERDE POR CUALQUIER MOTIVO, LA REUNIÓN PUEDE PAUSARSE MIENTRAS SE INTENTA UNA SOLUCIÓN, PERO LA REUNIÓN DEL COMITÉ ASESOR DE GESTIÓN DE LA CUENCA 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@co.monterey.ca.us](mailto:WRAPubliccomment@co.monterey.ca.us) antes de las 5:00 P. M. el Martes antes de la reunión del Comité. Para ayudar al personal de la Agencia a identificar el número del artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique la fecha de la reunión del Comité y el número del artículo de la agenda en la línea de asunto. Comentarios recibidos en la fecha límite del Martes a las 5 P.M, serán distribuidos al Comité y serán colocados en el registro.

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@co.monterey.ca.us](mailto:WRAPubliccomment@co.monterey.ca.us). Para ayudar al personal de la Agencia a identificar el artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique el nombre del Comité (por ejemplo: Comité de Asesor de Gestion de la Cuenca) 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 Martes antes de la reunión a: [WRAPubliccomment@co.monterey.ca.us](mailto:WRAPubliccomment@co.monterey.ca.us). 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 Martes antes de la reunión a [WRAPubliccomment@co.monterey.ca.us](mailto:WRAPubliccomment@co.monterey.ca.us) (Si se presenta después de ese plazo, el personal hará los mejores esfuerzos, pero no puede garantizar que esté disponible su PowerPoint para presentar durante la reunión del Comité).

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

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

### Call to Order

### Roll Call

### Public Comment

### Committee Member Comments

### Consent Calendar

1. Approve the minutes of the Basin Management Advisory Committee meeting held on November 6, 2024.

**Attachments:** [Final BMAC Minutes November 6, 2024](#)

### Staff Reports

2. Review of the 2024 August Trough Groundwater Elevation Contour Maps

**Attachments:** [Board Report](#)  
[Attachment A ATShallow24](#)  
[Attachment B ATDeep24](#)

3. Review of the 2024 Seawater Intrusion Contour Maps

**Attachments:** [Board Report](#)  
[P180 2024 with250line \(A\)](#)  
[P180 2024 SWlphases \(B\)](#)  
[P400 2024 with250line \(C\)](#)  
[P400 2024 SWlphases \(D\)](#)

### **Calendar**

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

### **Adjournment**

# County of Monterey

*Saffron Room  
1441 Schilling Place  
Salinas, CA 93901*



## Meeting Agenda

**Wednesday, December 4, 2024**

**10:00 AM**

**Saffron Room 1441 Schilling Place, Salinas, Ca 93901**

### **Water Resources Agency Planning Committee**

*Deidre Sullivan, Chair  
Ken Ekelund  
Mark Gonzalez  
Matthew Simis*



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

1. You may attend in person,
2. For ZOOM participation please join by computer audio at:  
<https://montereycty.zoom.us/j/95511982423>  
OR to participate by phone call any of these numbers below:  
+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: 955 1198 2423, PASSWORD: 884853 when prompted. Please note there is no Participant Code, you will just hit # again after the recording prompts you. You will be placed in the meeting as an attendee; when you are ready to make a public comment, if joined by computer audio, please Raise your Hand; and by phone, please push \*9 on your keypad.

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

**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 PLANNING COMMITTEE MEETING MAY BE PAUSED WHILE A FIX IS ATTEMPTED BUT THE PLANNING COMMITTEE MEETING MAY CONTINUE AT THE DISCRETION OF THE CHAIRPERSON.**

4. If you wish to comment on a particular agenda item, please submit your comments in writing via email to Monterey County Water Resources Agency at [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov) by 5:00 p.m. on the Tuesday prior to the Committee meeting. To assist Agency staff in identifying the agenda item to which the comment relates please indicate the Committee meeting date and agenda number in the subject line. Comments received by the 5:00 p.m. Tuesday 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 Committee Meeting Agenda 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](mailto: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. Planning 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 Tuesday before the meeting to: [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov). To assist Agency staff in identifying the agenda item to which the comment relates, the public is requested to indicate the 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 Tuesday before the meeting at [WRAPubliccomment@countyofmonterey.gov](mailto: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](mailto: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.

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 Planificación 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/95511982423>

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 entrar a la reunión, presione los siguientes números: 955 1198 2423, PASSWORD: 884853 . 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.

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.

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

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

5. Los miembros del público que deseen hacer un comentario público general para temas que no están en la agenda del día o que deseen comentar en un artículo específico mientras se escucha la presentación, lo pueden hacer enviando un comentario por correo electrónico, preferiblemente limitado a 250 palabras o menos, a [WRAPublicComment@countyofmonterey.gov](mailto:WRAPublicComment@countyofmonterey.gov). Para ayudar al personal de la Agencia a identificar el artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique el nombre del Comité (por ejemplo: Comité de Planificación) 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 5:00P.M. el Martes antes de la reunión a: [WRAPubliccomment@countyof.monterey.gov](mailto:WRAPubliccomment@countyof.monterey.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 Martes antes de la reunión a [WRAPubliccomment@countyof.monterey.gov](mailto:WRAPubliccomment@countyof.monterey.gov). (Si se presenta después de ese plazo, el personal hará los mejores esfuerzos, pero no puede garantizar que esté disponible su PowerPoint para presentar durante la reunión del Comité).

8. Las personas con discapacidades que deseen solicitar una modificación o modificación razonable para observar o participar en la reunión pueden realizar dicha solicitud enviando un correo electrónico a [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov). La solicitud debe hacerse a más tardar el mediodía del Martes antes de la reunión del Comité para dar tiempo a la Agencia para que atiendala 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 Planning Committee meeting held on July 3, 2024.

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

### Staff Reports

2. Overview of the Upcoming Strategic Planning Update Workshop.  
(Staff Presenting: Shaunna Murray)

Attachments: [Strategic Plan Update Planning PPT](#)

3. Castroville Seawater Intrusion Project (CSIP) Master Planning Update.  
(Staff Presenting: Elise Harden)

**Attachments:** [CSIP Program Master Plan PPT](#)

4. Castroville Seawater Intrusion Project (CSIP) Program Reserve Policy Overview.  
(Staff Presenting: Ara Azhderian)

**Attachments:** [CSIP Program Reserve Policy\(DRAFT V.01 clean\)](#)  
[CSIP Reserve Policy PPT](#)

5. Establish Guiding Principles for the Board of Directors.  
(Staff Presenting: Shaunna Murray)

### **Calendar**

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

### **Adjournment**



WATER RESOURCES AGENCY

MEMORANDUM

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Monterey County

DATE: November 18, 2024

**PUBLIC MEETING CANCELLATION NOTICE**

**THE PERSONNEL & ADMINISTRATION  
COMMITTEE MEETING SCHEDULED FOR  
FRIDAY, DECEMBER 6, 2024 @ 8:30 AM  
HAS BEEN CANCELLED.**

**THE NEXT MEETING IS SCHEDULED FOR  
FRIDAY, JANUARY 3, 2025 @ 8:30 AM**

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



WATER RESOURCES AGENCY

MEMORANDUM

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Monterey County

DATE: November 20, 2024

**PUBLIC MEETING CANCELLATION NOTICE**

**THE FINANCE COMMITTEE MEETING**

**SCHEDULED FOR**

**FRIDAY DECEMBER 6, 2024 @ 10:00 AM**

**HAS BEEN CANCELLED.**

**THE NEXT MEETING IS SCHEDULED FOR**

**FRIDAY JANUARY 17, 2025 @ 10:00 AM**

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

# County of Monterey

Saffron Room  
1441 Schillings Place  
Salinas, Ca 93901



## Meeting Agenda

Thursday, December 12, 2024

1:30 PM

SLO County Chair location: Old Courthouse Rotunda Room 111  
976 Osos St. San Luis Obispo Ca. 93408 or via Zoom

Layla Decker remotely from Administrative Conference Room  
10625 Lake Nacimiento Rd. Bradley Ca. 93426

### Water Resources Agency Reservoir Operations

#### Advisory Committee

*John Baillie, Chair*

*Ken Ekelund*

*Mark Gonzalez*

*Matthew Simis*

*Jon Anthony*

*Bill Lipe*

*Anna McKenna*

*Layla Decker*

*Richard Ortiz*

*Vacancy (3)*

*Eric Morgan*

*Marc Kelley*

*Doug Scattini*

*Zach Barnes*

*Steve Blois*



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](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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)

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+1 301 715 8592 US

Cuando se le solicite 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](mailto: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 limite 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](mailto:WRAPubliccomment@countyofmonterey.gov). Para ayudar al personal de la Agencia a identificar el artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique el nombre del Comité (por ejemplo: Comité 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](mailto:WRAPubliccomment@countyofmonterey.gov). Para ayudar al personal de la Agencia a identificar el número del artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique la fecha de la reunion 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](mailto:WRAPubliccomment@countyofmonterey.gov) (Si se presenta después de ese plazo, el personal hará los mejores esfuerzos, pero no puede garantizar que esté disponible su

PowerPoint para presentar durante la reunión del Comité).

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](mailto: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 held on October 24, 2024.

**Attachments:** [Draft ResOps Minutes October 24, 2024](#)

### Staff Reports

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

**Attachments:** [Reservoir Storage Release Update Report](#)  
[ResOps Slides 20241204](#)

3. Winter Weather Outlook. (Staff Presenting: Peter Kwiek)

4. Current Operations and Maintenance Activities at the Reservoirs. (Staff Presenting: Jason Demers)

5. Committee Appointments 2025. (Staff Presenting: Jason Demers)

**Status Reports**

- 6.
- Reservoir Recreation by Concessionaire and Parks Department
  - County of San Luis Obispo Activities
  - National Marine Fisheries Service
  - Quagga Mussel Update

**Calendar**

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

**Adjournment**



# 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 24-195**

**December 16, 2024**

**Introduced:** 12/10/2024

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

1. Letter dated November 18, 2024, to Honorable Zoe Lofgren, 18th Congressional District and Honorable Jimmy Panetta, 19th Congressional District, from Chair Glenn Church, Monterey County Board of Supervisors RE: Water Resources Development Act (WRDA) (S. 4367 /H.R. 8812) - Support for Salinas River language in H.R 8812.
2. Letter dated November 18, 2024, to Honorable Alex Padilla, U.S. Senator for California and Honorable Laphonza Butler, U.S Senator for California, from Chair Glenn Church, Monterey County Board of Supervisors RE: Water Resources Development Act (WRDA) (S. 4367 /H.R. 8812) - Support for Salinas River language in H.R 8812.
3. Letter dated December 5, 2024, from Dawn Addis, Assemblymember, 30th District RE: Support for Monterey County Water Resources Agency's Dam Safety and Climate Resilience Local Assistance Program Proposal.



# County of Monterey

## Board of Supervisors

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

Clerk of the Board  
168 West Alisal St. 1st Floor  
Salinas, CA 93901  
831 755 5066  
cob@co.monterey.ca.us

November 18, 2024

The Honorable Zoe Lofgren  
1401 Longworth House Office Building  
Washington, DC 20515

The Honorable Jimmy Panetta  
304 Cannon House Office Building  
Washington, DC 20515

**Re: Water Resources Development Act (WRDA) (S. 4367/H.R. 8812) – Support for Salinas River language in H.R. 8812**

Dear Congresswoman Lofgren and Congressman Panetta:

On behalf of the County of Monterey Board of Supervisors, I write to express our support for the Salinas River language found in the House version of the Water Resources Development (WRDA) Act, H.R. 8812, Sec. 201(a)(8) (found on page 154, beginning at line 9). The House bill calls for a “[p]roject for flood risk management and ecosystem restoration, Salinas River, California,” although this provision does not appear in the Senate companion bill, S. 4367.

As you know, the Salinas River is a highly modified ecosystem due to the construction and operation of two dams and reservoirs, built in the 1950s and 1960s. With proper channel maintenance, precipitation flows allowed for scouring of the river channel, leaving a clear channel for capacity flow, free of sandbars and excess vegetation. The channelization of the riverbed in the late 1940s and early 1950s brought levees to help control these precipitation flows away from farmland, municipalities, and public infrastructure.

With these modifications to the river flow system, an unintended consequence was realized when vegetation growth increased (and scouring decreased) after reservoir water releases became standard practice for groundwater recharge during the irrigation season (and then mandatory for ecological reasons). Because of this consequence, stakeholders began river channel maintenance to maintain capacity flow and vegetation control, primarily for flood control and mitigation.

The Army Corps of Engineers feasibility study called for in the House WRDA bill would primarily consider measures necessary to provide flood risk reduction along the river channel and determine if there is federal interest in undertaking a flood control project to protect farmland, infrastructure, and buildings.

We urge you to support inclusion in the WRDA bill of the provision regarding the Salinas River in H.R. 8812 in any internal discussions, floor votes, or negotiations with the Senate. On behalf of the Board of Supervisors, I thank you for your continued support of this important matter impacting the residents of the County of Monterey.

Sincerely,

**Glenn Church, Chair**  
Board of Supervisors

cc: The Honorable Alex Padilla, U.S. Senator for California  
The Honorable Laphonza Butler, U.S. Senator for California





# County of Monterey

## Board of Supervisors

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November 18, 2024

The Honorable Alex Padilla  
331 Hart Senate Office Building  
Washington, DC 20510

The Honorable Laphonza Butler  
112 Hart Senate Office Building  
Washington, DC 20510

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We urge you to support inclusion in the WRDA bill of the provision regarding the Salinas River in H.R. 8812 in any internal discussions, floor votes, or negotiations with the House. On behalf of the Board of Supervisors, I thank you for your continued support of this important matter impacting the residents of the County of Monterey.

Sincerely,

**Glenn Church, Chair**  
Board of Supervisors

cc: The Honorable Zoe Lofgren, 18th Congressional District  
The Honorable Jimmy Panetta, 19th Congressional District



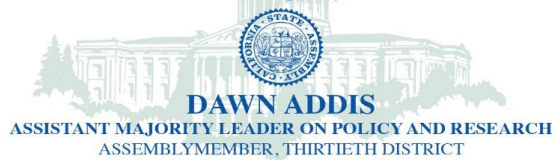


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DISTRICT OFFICES  
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SAN LUIS OBISPO, CA 93401  
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Assembly  
California Legislature



COMMITTEES  
EDUCATION  
GOVERNMENTAL ORGANIZATION  
MILITARY AND VETERANS AFFAIRS  
WATER, PARKS, AND WILDLIFE

December 5, 2024

**RE: Support for Monterey County Water Resources Agency's Dam Safety and Climate Resilience Local Assistance Program Proposal**

To Whom It May Concern:

As the Assemblymember representing the 30th Assembly District, I am writing to express my support for the Monterey County Water Resources Agency's (MCWRA) Dam Safety and Climate Resilience Local Assistance Program (DSCRLAP) Proposal, submitted on October 21, 2024.

This proposal seeks to make crucial improvements to the low-level outlet works at San Antonio Dam, complementing the Agency's ongoing efforts to replace the dam spillway, as mandated by the California Department of Water Resources, Division of Safety of Dams. Due to the contractual relationships between San Luis Obispo and Monterey Counties, the communities I represent in both counties will benefit from the DSCRLAP program. I believe this initiative will greatly benefit our communities by enhancing public safety, improving water management, supporting environmental sustainability in the region, and reducing ratepayer costs.

I want to particularly emphasize my support for the Agency's request to reduce its matching funds requirement from 50% to 22%. The Agency's current initiatives, including the spillway replacement at San Antonio Dam and the rehabilitation of the plunge pool at Nacimiento Dam, are placing significant strain on its financial resources. This request aligns with the DSCRLAP Guidelines, particularly Section 4.2, which provides special consideration to projects that directly benefit disadvantaged communities, as well as Section 5.2, which addresses local cost-share reduction based on an applicant's ability to pay.

The Agency's existing land-based assessments are inadequate to meet all funding needs for current dam safety projects. To generate necessary revenue, the Agency would have to increase assessments on more than 500,000 acres of farmland and 250,000 residents living downstream of the San Antonio Dam, many of whom are from disadvantaged communities. Additionally, the communities of Paso Robles, Templeton, Atascadero and San Luis Obispo are all financially obligated to participate in the cost share, creating an additional burden on these ratepayers.

Thank you for considering my support for this impactful project. I understand the needs across the state are significant; however, the contributions of the Salinas Valley and Paso Robles Basin to both California and the nation are unique and deserving of special consideration.

Sincerely,

A handwritten signature in black ink that reads "Dawn Addis". The signature is written in a cursive, flowing style.

DAWN ADDIS  
Assemblymember, 30th District

**AMENDMENT NO. 2  
TO AGREEMENT BY AND BETWEEN  
MONTEREY COUNTY WATER RESOURCES AGENCY &  
GEI CONSULTANTS, INC.**

**THIS AMENDMENT NO. 2** is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of Professional consulting services by and between **GEI CONSULTANTS, INC.**, 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 an Agreement for Services with the Agency on January 1, 2023 (hereinafter, “Agreement”); and

**WHEREAS**, on February 13, 2023, the Parties entered into Amendment No. 1 to the Agreement, thereby amending the Agreement by adding \$170,000 for a total contract amount of \$370,000; and

**WHEREAS**, the Parties wish to amend the Agreement by including Exhibit D to the Scope of Work and with a dollar amount increase of \$70,000 not to exceed a total contract amount of \$440,000, to continue providing services identified in the Agreement; and

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

1. Amend Section 1, **“Employment of CONTRACTOR”** to read as follows:

Employment of CONTRACTOR. Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A and Exhibit D, 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 and Exhibit D:

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 payment provisions set forth in Exhibit B - REVISED. The maximum amount payable to the contractor under this contract is Four Hundred Forty Thousand dollars (\$440,000).

Original Agreement	\$200,000
Amendment No. 1	\$170,000
<u>Amendment No. 2</u>	<u>\$70,000</u>
Not to exceed total:	\$440,000

3. All other terms and conditions of the Agreement remain unchanged and in full force.

4. A copy of this AMENDMENT NO. 2 shall be attached to the original AGREEMENT dated January 1, 2023.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT NO. 2 on the day and year written below.

MONTEREY COUNTY WATER  
RESOURCES AGENCY

DocuSigned by:  
*Ara Aghdarian*  
\_\_\_\_\_  
General Manager

Dated: 4/2/2024 | 1:16 PM PDT

Approved as to Fiscal Provisions:

DocuSigned by:  
*Jennifer Forsyth*  
\_\_\_\_\_  
Deputy Auditor/Controller

Dated: 4/2/2024 | 10:59 AM PDT

Approved as to Liability Provisions:

Risk Management

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

Approved as to Form:

DocuSigned by:  
*Kelly L. Doulon*  
\_\_\_\_\_  
Assistant County Counsel

Dated: 4/2/2024 | 9:28 AM PDT

CONTRACTOR

DocuSigned by:  
*Rob Fill*  
By: \_\_\_\_\_

Signature of Chair, President, or  
Vice-President

Rob Fill Senior Construction Manager

Printed Name and Title

Dated: 4/2/2024 | 9:18 AM PDT

By: \_\_\_\_\_

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

Printed Name and Title

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

DocuSigned by:  
*Ezequiel Vega Rios*  
\_\_\_\_\_  
Ezequiel Vega Rios

County Budget Director Monterey County

4/2/2024 | 12:08 PM PDT

\*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 B - REVISED**  
**Payment Provisions**

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

DIRECT LABOR RATE SCHEDULE:

The Direct Labor Rate Schedule (Table 1) herein is effective beginning September 5, 2023. The labor hourly billing rate schedule and other direct costs chargeable to the work may be modified as agreed by Agency and Contractor after a 12-month period. Any agreed labor rate increase shall not exceed the 12-month San Francisco Bay Area CPI for the prior February. The parties shall agree to such modifications in writing as an Amendment to the Agreement.

Table 1. Direct Labor Rate Schedule GEI Consultants, Inc., Labor

<u>Category</u>	<u>Rate/Hour</u>
Principal Engineer (Gr. 8) .....	\$342
Engineering Support (Gr. 8) .....	\$342
Engineering Support (Gr. 7) .....	\$306
Engineering Support (Gr. 6) .....	\$257
Engineering Support (Gr. 5) .....	\$226
Engineering Support (Gr. 3) .....	\$171
Support Administrative .....	\$127

# Exhibit B - REVISED Payment Provisions

## Monterey County Water Resources Agency Labor and Direct Cost Estimate

### Nacimiento Hydroplant Secondary Access Road Repairs

MCWRA - Nacimiento PP Secondary Access Road

Task No.	Description	Labor Estimates														Total Estimate					
		Rettberg		Sansone		Fill		Velasquez		Meyers		Tognolini		Subconsultants						Admin	
		Hrs	\$342	Hrs	\$342	Hrs	\$306	Hrs	\$257	Hrs	\$226	Hrs	\$171	Hrs		Hrs	\$127	Hrs	Labor	Per Diem/ODC's	Total
1	<b>Review Project Details and Project Management</b>																10	\$2,774		\$2,774	
	Review Project Details and Coordinate Work	2	\$684			6	\$1,836									2	\$254	10	\$2,774		\$2,774
2	<b>Complete Development of Plans and Specifications for Construction Contract</b>																248	\$63,470	\$6,712	\$70,182	
	Completed Development of P&S for Construction Contract			8	\$2,736			26	\$6,682	80	\$18,080	124	\$21,204		\$2,600	8	\$1,016	246	\$52,318	\$5,362	\$57,680
	Perform Topographic Surveys and Establish Survey Control			2	\$684			2	\$514			2	\$342		\$9,000				\$10,540	\$1,350	\$11,890
	QC/QA Review					2	\$612											2	\$612		\$612
3	<b>Provide Engineering Services During Construction</b>																88	\$20,262	\$1,069	\$21,331	
	Review and Respond to RFIs, Submittals, Design Changes, etc.			4	\$1,368			8	\$2,056	20	\$4,520					8	\$1,016	40	\$8,960		\$8,960
	Provide On-Site Resident Engineer			2	\$684			2	\$514	42	\$9,492							46	\$10,690	\$1,069	\$11,759
	QC/QA Review					2	\$612											2	\$612		\$612
<b>HOURS Subtotal Tasks 1-3</b>		2		16		10		38		142		126				18		346			
<b>Total Tasks 1-3</b>			\$684		\$5,472		\$3,060		\$9,766		\$32,092		\$21,546		\$11,600		\$2,286		\$86,506	\$7,781	\$94,287

**Notes and Assumptions:**

**General**

- Labor hour and grade and task distribution is for budgeting purposes only. The actual labor and task distribution will be based on efficiently performing the work as ordered by MCWRA.
- Per diem is estimated at 10% of labor for field tasks and will comply with MCWRA travel policies and procedures.

**Task 1**

- Task 1 is for Project Administrator and Project Manager review of pertinent project documents for QC/QA oversight and processing of progress estimates.

**Task 2**

- Task 2 is anticipated for senior engineers for 40 hours (includes survey oversight), one project engineer for 80 hours, and one CAD/Design Engineer for 120 hours for preliminary and final drawings in coordination with MCWRA engineer(s).
- Task 2 includes 1 site visit for Construction Manager and Engineer with travel time from Oakland or Sacramento offices of GEI Consultants, Inc..
- Task 2 includes an Opinion of Probable Cost Estimate from the Design Engineer.
- Task 2 includes survey subconsultant for topographic surveys and setting control. Subconsultants will be marked up 15% per standard agreement with MCWRA.
- Task 2 includes estimating services from a qualified subconsultant to check and comment on the OPC estimate from the Design Engineer.

**Task 3**

- Task 3 Scope of Engineering Services During Construction is currently unknown but requested as possible service by MCWRA. Estimated costs are included and services will be performed only as approved by MCWRA.
- Task 3 assumes up to 8 total RFI reviews, submittal reviews, and design changes during construction.
- Task 3 per diem includes travel from Oakland or Sacramento offices of GEI Consultants, Inc., lodging, and meals. ESDC shifts are assumed to be three visits total, M-F, 8 hours per day plus travel time.

## Exhibit D - Scope of Work

Nacimiento Dam South Access Road Repair Design & Construction management.

**Task 1 – Review Project Details and Project Management – \$2,774**

Project Administrator and Project Manager review of pertinent project documents for QC/QA oversight and processing of progress estimates.

**Task 2 – Complete Development of Plans and Specifications for Construction Contract - \$70,182**

Complete development of P&S for construction contract, perform topographic surveys, and provide Opinion of Probable Cost estimate.

**Task 3 – Provide Engineering Services during Construction (Optional Task) – \$21,331**

Review and respond to RFIs, Submittals, Design Changes, etc. and provide part time on-site Resident Engineer during construction.

The total estimate including Optional Task 3 is **\$94,287**.