

# **County of Monterey**

Cayenne Room  
1441 Schilling Place  
Salinas Ca. 93901



## **Meeting Agenda - Final**

**Cayenne Conference Room  
1441 Schilling Place, Salinas, CA 93901**

**Monday, August 17, 2026  
12:00 PM**

### **Water Resources Agency Board of Directors**

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

For information on The Ralph M. Brown Act: Open Meetings please click on the link below:

[https://leginfo.legislature.ca.gov/faces/codes\\_displayText.xhtml?division=2.&chapter=9.&part=1.&lawCode=GOV&title=5](https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?division=2.&chapter=9.&part=1.&lawCode=GOV&title=5)

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<https://montereycty.zoom.us/j/93366103733>

Password: 885643

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

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Enter this Meeting ID number: 933 6610 3733, PASSWORD: 885643. Please note there is no Participant Code, you will just press # again after the recording prompts you. You will be placed in the meeting as an attendee; when you are ready to make a public comment if joined by computer audio please Raise your Hand; and by phone please push \*9 on your keypad.

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ALTERNATE AGENDA FORMATS: If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 USC Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Individuals with a disability requiring a modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may make these requests to the Water Resources Agency Office the Friday prior to the Board of Directors meeting.

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Cuando se le solicite, ingrese este número de reunión: 933 6610 3733, Código: 885643. Por favor tenga en cuenta no hay código de participante, simplemente presione # nuevamente después de que la grabación se lo indique. Se le colocará en la reunión como asistente; cuando desee hacer un comentario público si está unido por la computadora utilice la opción de levantar la mano en el chat de la pantalla; o por teléfono presione \*9 en su teclado de teléfono.

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 reunión. Envíe su comentario a la Secretaría de la Junta al correo electrónico [WRAPublicComment@countyofmonterey.gov](mailto:WRAPublicComment@countyofmonterey.gov). Para ayudar a la Secretaría a identificar el artículo de la agenda relacionado con su comentario, por favor indique en la línea de asunto del correo electrónico la fecha de la reunión (ejemplo, la Agenda de la Junta Directiva) y el número de artículo (ejemplo, el Artículo No. 10). Su comentario se colocará en el registro de la reunión de esta Junta.

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**Note: All numbered agenda titles related to agenda are live web links. Click on the link to be directed to corresponding item.**

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

**Roll Call**

**Public Comments on Closed Session Items**

**Recess to Closed Session**

**Closed Session**

1. Closed Session under Government Code section 54950, relating to the following items:
  - a. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
    - i. *Mario Gonzalez, et al. v. State of California, et al.*, Monterey County Superior Court Case No. 23CV004194 (as lead coordinated case, including

**[WRAG](#)**  
**[26-239](#)**

subordinate Monterey County cases: 24CV000215; 24CV000421; 24CVOOO428; 24CV000904; 24CV001269; 25CV004183; and Santa Cruz case: 23CV03022)

ii. *Nacimiento Regional Water Management Advisory Committee v.*

*Monterey County Water Resources Agency, et al.*, San Luis Obispo Superior Court  
Case No. 19CVP-0010

b. Pursuant to Government Code section 54956.9(d)(4), the Board of Directors will confer with legal counsel regarding potential initiation of litigation.

### **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 be acted by the Board as provided in Sections 54954.2 of the California Government Code.**

### **Public Comment**

### **Consent Calendar**

2. Approve the Action Minutes of the Board of Directors meeting held on June 15, 2026.

**[WRAG](#)**  
**[26-238](#)**

**Attachments:** [Final BOD Minutes June 15, 2026](#)

3. Recommend that the Monterey County Water Resources Agency Board of Supervisors:
- a) Ratify and approve Amendment No. 3 to the Memorandum of Understanding with the Salinas Valley Basin Groundwater Sustainability Agency previously executed by the General Manager of the Monterey County Water Resources Agency to extend the term of the MOU to June 30, 2029;
  - b) Revise the contact information for the Parties to the MOU;
  - c) Revise the description of anticipated services; and
  - d) Update the rate structure for the Monterey County Water Resources Agency.
- (Staff: Amy Woodrow)

**[WRAG](#)**  
**[26-245](#)**

**Attachments:** [Board Report](#)  
[Att1 2026-06 MOU A3 MCWRA-SVBGSA](#)  
[Board Order 26-030](#)

4. Recommend the Monterey County Water Resources Agency Board of Supervisors:
- a) Approve a Grazing Lease Agreement with Heartland Mark LLC in the amount of \$28,672 for year one increasing annually by 2.5-percent, from November 1, 2026, through October 31, 2036, for grazing lands located at the Nacimiento 5 lease area;

**[WRAG](#)**  
**[26-251](#)**

and

b) Authorize the General Manager of the Agency to execute the lease agreement, subject to approval as to form by the County Counsel's Office. (Staff: Shaunna Murray)

**Attachments:**     [Board Report](#)  
[DRAFT Nacimientto 5 Grazing Lease Agreements and Exhibits](#)  
[Site Plan](#)  
[DRAFT Heartland Mark LLC New Pinball Radio Site Lease](#)  
[Board Order 26-032](#)

5.     a) Approve a Professional Services Agreement with GEI Consultants, Inc. for a total contract amount not to exceed \$939,541 for environmental consulting services work related to the San Antonio Dam Spillway Replacement Project and the Nacimientto Dam Plunge Pool Erosion Control Project; and  
      b) Authorize the General Manager to execute the agreement and amendments up to the total dollar amount. (Staff: Shaunna Murray)

**WRAG**  
**26-252**

**Attachments:**     [Board Report](#)  
[RFQ 2026001 Addendum No 1](#)  
[ENVR RFQ April 2026 FINAL SA Spillway and Naci Plunge Pool](#)  
[Projects](#)  
[GEI Prof. Services Agreement](#)  
[Board Order 26-033](#)

6.     Receive the Monterey County Water Resources Agency FY 2025-26 Financial Status Report through June 30, 2026, Accounting Period 12.

**WRAG**  
**26-249**

**Attachments:**     [Board Report](#)  
[FY26 Quarter 4 Financial Period 12](#)

### **Action Items**

7.     Consider approving Amendment No. 1 to the Professional Services Agreement with Hollenbeck consulting to increase the dollar amount by 250,000 for a total contract amount not-to-exceed of \$500,000, to continue to provide project management and engineering services for the Nacimientto Dam and authorize the General Manager to execute the agreement. (Staff: Mark Foxworthy)

**WRAG**  
**26-246**

**Attachments:**     [Board Report](#)  
[Amendment 1 Hollenbeck Nacimientto](#)  
[Original PSA - Nacimientto \(Hollenbeck 2024\) Executed](#)  
[Board Order 26-031](#)

**Key Information and Calendar of Events**

8. August 2026 Calendar  
September 2026 Calendar

**WRAG**  
**26-243**

**Attachments:** [August 2026](#)  
[September 2026](#)

**General Manager's Report**

1. Personnel
2. Annual Assessment Roll Preparation
3. Groundwater Monitoring Program
4. Salinas Valley Basin Groundwater Sustainability Agency
5. Castroville Seawater Intrusion Program
6. Grazing Lease Program
7. Mussel Prevention Program

**WRAG**  
**26-254**

**Attachments:** [General Manager Report](#)  
[Letter WRA to SVBGSA RE Portfolio Selection – Bringing Focus to the Next Leg of the Journey](#)  
[SVBGSA Response to the CGJ 2026 Report RE Seawater Intrusion - A Shared Problem](#)

**Committee Reports**

9. Committee Agenda's for July and August 2026.

**WRAG**  
**26-237**

**Attachments:** [Final WRAC Agenda July 30, 2026](#)  
[Final FAC Agenda August 7, 2026](#)  
[Final Planning Agenda Aug 5, 2026](#)

**Information Items**

10. Reservoir Storage and Release Update. (Staff: Joseph Klein)

**WRAG**  
**26-240**

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

11. Update on staff's participation in the Salinas Valley Basin Groundwater Sustainability Agency's Advisory Committee

**WRAG**  
**26-241**

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

12. Salinas Valley Water Conditions report: Third Quarter of Water Year 2025-2026  
(Staff: Amy Woodrow)

[WRAG](#)  
[26-242](#)

**Attachments:**     [QuarterlyRpt 3rdQtr WY26 Final](#)

### **Correspondence**

13. Email Correspondence dated July 8, 2026, to Ara Azhderian, General Manager,  
Monterey County Water Resources Agency.  
From Bill Lipe, Public Member  
Re: General Public Comment Submission for MCWRA Board of Directors Strategic  
Plan Workshop

[WRAG](#)  
[26-247](#)

Email Correspondence dated July 8, 2026, to Ara Azhderian, General Manager,  
Shaunna Murray Deputy General Manger, Monterey County Water Resources  
Agency.  
From Bill Lipe, Public Member  
Re: Vision Statement Brainstorming- Public Comment

Email Correspondence dated August 5, 2026 to Ara Azhderian, General Manager,  
Shaunna Murray, Deputy General Manager, Board of Directors Monterey County  
Water Resources Agency  
From Bill Lipe, Public Member  
RE: Public Comment Submission- MCWRA 2026 Strategic Plan Update

**Attachments:**     [General Public Comment Submission for MCWRA Board of](#)  
[Directors re Strategic Plan1](#)  
[Vision statement brainstorming -Public Comment](#)  
[Public Comment Submission - MCWRA 2026 Strategic Plan](#)  
[Update](#)

### **Board of Directors Comments**

### **Adjournment**



# County of Monterey

## Item No.1

### Board Report

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

Legistar File Number: WRAG 26-239

August 17, 2026

**Introduced:** 8/5/2026

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

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

a. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:

i. *Mario Gonzalez, et al. v. State of California, et al.*, Monterey County Superior Court Case No. 23CV004194 (as lead coordinated case, including subordinate Monterey County cases: 24CV000215; 24CV000421; 24CVOOO428; 24CV000904; 24CV001269; 25CV004183; and Santa Cruz case: 23CV03022)

ii. *Nacimiento Regional Water Management Advisory Committee v. Monterey County Water Resources Agency, et al.*, San Luis Obispo Superior Court Case No. 19CVP-0010

b. Pursuant to Government Code section 54956.9(d)(4), the Board of Directors will confer with legal counsel regarding potential initiation of litigation.



# County of Monterey

## Item No.2

### Board Report

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

**Legistar File Number: WRAG 26-238**

**August 17, 2026**

**Introduced:** 8/5/2026

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Approve the Action Minutes of the Board of Directors meeting held on June 15, 2026.

# **County of Monterey**

Saffron Room  
1441 Schilling Place  
Salinas Ca. 93901



## **Meeting Minutes - Draft**

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

**Monday, June 15, 2026**

**12:00 PM**

### **Water Resources Agency Board of Directors**

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



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

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

**The Meeting was called to order at 12:01pm.**

**Roll Call**

**Present: Matt Simis, Jason Smith, Mark Gonzalez, Deidre Sullivan, Ken Ekelund, John Baillie, Jon Conatser, Mike LeBarre**

**Absent: Mike Scattini**

**Public Comments on Closed Session Items**

**None**

**Recess to Closed Session**

**The Board recessed to Closed Sessions.**

**Closed Session**

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

a. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:

i. *Mario Gonzalez, et al. v. State of California, et al.*, Monterey County Superior Court Case No. 23CV004194 (as lead coordinated case, including subordinate Monterey County cases: 24CV000215; 24CV000421; 24CVOOO428; 24CV000904; 24CV001269; 25CV004183; and Santa Cruz case: 23CV03022)

b. Pursuant to Government Code section 54956.9(d)(4), the Board of Directors will confer with legal counsel regarding potential initiation of litigation.

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

**The Board Reconvened at 1:03pm.**

**Roll Call -Present: Matt Simis, Jason Smith, Mike Scattini, Mark Gonzalez, Deidre Sullivan, Jon Conatser, Ken Ekelund, John Baillie, Mike LeBarre**

**Absent: None**

**Pledge of Allegiance**

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

**None**

**Public Comment**

**None**

**Presentations**

**Director Comments: Mike Scattini, Mike LeBarre, Jason Smith**

**Public Comments: None**

2. Review of the Water Year 2025 Groundwater Extraction Summary Report (Staff: Amy Woodrow)

**Consent Calendar**

3. Approve the Action Minutes of the Board of Directors meeting held on May 18, 2026.

Approve the Action Minutes of the Special Joint Board of Directors meeting held on May 18, 2026

**Upon Motion by Director Ken Ekelund, and Seconded by Jason Smith the board approved the Consent Calendar Draft Meeting Minutes May 18, 2026, and Items #4 and #5.**

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

**Noes: None**

**Absent: None**

**Item #3 Draft Special Meeting Minutes May 18, 2026 was pulled by Director Baillie.**

**Ayes: Matt Simis, Jason Smith, Mark Gonzalez, Ken Ekelund, Mike Scattini, Mike LeBarre**

**Noes: None**

**Absent: None**

**Abstained: John Baillie, Jon Conatser, Deidre Sullivan**

4. Approve Amendment No. 3 to the Agreement for Services with ICF Jones & Stokes, Inc. to include their recent name change to ICF Environmental, extend the term of the agreement for three years to June 30, 2029; and Authorize the General Manager to execute Amendment No. 3.
5. Approve Amendment No. 1 to the Agreement for Services with The Don Chapin Company, Inc., for as-needed and emergency CSIP pipeline and equipment repairs, to extend the term length to July 1st 2028, to add a dollar increase of \$250,000 for a total contract amount not to exceed \$350,000; and authorize the General Manager to execute Amendment No. 1.

#### **Scheduled Items**

6. Authorize the General Manager to execute a professional services agreement between Worthington Products Inc., and Monterey County Water Resources Agency for design, procurement, and installation of a Tuffboom Boat Barrier Buoy system for San Antonio Reservoir and additional Tuffboom parts for Nacimiento Reservoir in the amount of \$1,180,147; and approve and authorize the General Manager to execute up to three future contract change orders that do not exceed 20% (\$236,029) of the original agreement, for a total contract amount not to exceed amount of \$1,416,176.

**Upon Motion of Director Jason Smith and Seconded by Mark Gonzalez the Board approved a profession agreement between Worthington Products inc., and Monterey County Water Resources Agency for design, procurement, and installation of a Tuffboom Boat Barrier Buoy system for San Antonio Reservoir and additional Tuffboom parts for Nacimiento Reservoir in in the amount of \$1,180,147;and approve and authorize the General Manager to execute up to three future contract change orders that do not exceed 20%.**

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

**Noes: None**

**Absent: None**

**Director Comments: Jason Smith, Mark Gonzalez, John Baillie**

**Public Comments: None**

7. Consider approving Amendment No. 1 to the Agreement for Services with Phenix Environmental Planning., for environmental support services for the Nacimiento Plunge Pool Project, to add a dollar

increase of \$75,000 for a total contract amount not to exceed \$150,000; and authorize the General Manager to execute Amendment No. 1.

**Upon Motion of Director Mike Scattini, and Seconded by Jon Conatser the Board approved Amendment No. 1 to the Agreement for Services with Phenix Environmental Planning, for environmental support services for the Nacimiento Plunge Pool Project, to add a dollar increase of \$75,000 for a total contract amount not to exceed \$150,000;and authorize the General Manager to execute Amendment No. 1.**

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

**Noes: None**

**Absent: None**

**Director Comments: None**

**Public Comments: None**

8. Recommend that the Board of Supervisors of the Monterey County Water Resources Agency approve grazing lease forms and a public bid notice for Agency grazing lands located around San Antonio and Nacimiento Reservoirs; and direct the Clerk of the Board of Supervisors to advertise for bids.

**Upon Motion by Director Mike LeBarre, and Seconded by Mark Gonzalez the board approved the recommendation that the Board of Supervisors of the Monterey County Water Resources Agency approve grazing lease forms and a public bid notice for Agency grazing lands located around San Antonio and Nacimiento Reservoirs; and direct the Clerk of the Board of Supervisors to advertise for bids.**

**Ayes: Mike LeBarre, Mark Gonzalez, Jon Conatser, Deidre Sullivan John Baillie, Matt Simis, Jason Smith,**

**Mike Scattini, Ken Ekelund**

**Noes: None**

**Abstained: None**

**Absent: None**

**Director Comments: Ken Ekelund, Mike LeBarre, Mark Gonzalez, John Baillie**

**Public Comments: None**

9. Recommend to the County of Monterey Board of Supervisors to Adopt Plans and Special Provisions for the South Access Road Repair at Nacimiento Dam, Project No. 26-005; and Authorize the General Manager of the Monterey County Water Resources Agency to advertise the "Notice to

Bidders” in the Monterey County Weekly.

**Upon Motion by Director Ken Ekelund, and Seconded by Jon Conatser the board approved recommendation to the County of Monterey Board of Supervisors to adopt plans and Special Provisions for the South Access Road Repair at Nacimiento Dam, Project No. 26-005; and authorize the General Manager of the Monterey County Water Resources Agency to advertise the "Notice to Bidders" in the Monterey County Weekly.**

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

**Noes: None**

**Abstained: None**

**Absent: None**

**Director Comments: Mike LeBarre, Mark Gonzalez**

**Public Comments: None**

- 10.** Consider receiving the Deep Aquifers Management Recommendations Memorandum.

**Upon Motion by Director Ken Ekelund, and Seconded by Mark Gonzalez the board received the Deep Aquifers Management Recommendations Memorandum.**

**Ayes: Ken Ekelund, Mark Gonzalez, Deidre Sullivan, Jon Conatser, Matt Simis, Jason Smith, Mike LeBarre**

**Noes: None**

**Abstained: Mike Scattini, John Baillie**

**Absent: None**

**Director Comments: Mike Scattini**

**Public Comments via Zoom: Dennis Lebow, Thomas Virsik**

- 11.** a. Review the findings and recommendations of the 2025-2026 Monterey County Civil Grand Jury (CGJ) report titled "Seawater Intrusion - A Shared Problem in Monterey County"; and,  
b. Consider the draft response to the above-referenced 2025-2026 Civil Grand Jury report; and,  
c. Authorize the Board's response to be filed with the Presiding Judge of the Superior Court.

**Upon Motion by Director Mark Gonzalez and Seconded by Director Mike LeBarre the board reviewed the findings and recommendations of the 2025-2026 Monterey County Civil Grand Jury (CGJ) report titled "Seawater Intrusion - A Shared Problem in Monterey County"; and, considered the draft response to the above-referenced 2025-2026 Civil Grand Jury report; and authorize the Board's response to be filed with the Presiding Judge of the Superior Court.**

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

**Noes: None**

**Abstained: None**

**Absent: Mike Scattini**

**Director Comments: John Baillie**

**Public Comments: None**

**Key Information and Calendar of Events**

**Director Comments: None**

**Public Comments: None**

12. June 2026 Calendar  
July 2026 Calendar

**General Manager's Report**

**Director Comments: John Baillie, Matt Simis**

**Public Comments: None**

13.
  1. Personnel
  2. General Liability and Pollution Insurance

**Committee Reports**

**Director Comments: Ken Ekelund**

**Public Comments: None**

14. Committee Agenda's for May and June 2026.

**Information Items**

**Director Comments: None**

**Public Comments: None**

15. Reservoir Storage and Release Update. (Staff: Joseph Klein)
16. Update on staff's participation in the Salinas Valley Basin Groundwater Sustainability Agency's Advisory Committee.

**Correspondence**

**Director Comments: None**

**Public Comments: None**

17. Email Correspondence dated May 18, 2026, to Ara Azhderian, General Manager, Monterey County Water Resources Agency, Clerk of the Board, Clerks.  
From Bill Lipe, Public Member

Re: Public Comment Joint MCWRA & SVBGSA Workshop

Email Correspondence dated May 22, 2026, to Ara Azhderian, General Manager, Monterey County Water Resources Agency, Clerk of the Board, Clerks.

From Bill Lipe, Public Member

Re: General Public Comment Re May 18, 2026, SVBGSA & MCWRA Joint Board Workshop for Distribution and Record Placement

Email Correspondence dated May 26, 2026, to Ara Azhderian, General Manager, Monterey County Water Resources Agency, Clerk of the Board, Clerks.

From Bill Lipe, Public Member

Re: General Public Comment for Entry into the Record-May 18, 2026 SVBSA & MCWRA Joint Board Workshop

### **Board of Directors Comments**

**None**

### **Adjournment**



# County of Monterey

## Item No.3

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

### Board Report

Legistar File Number: WRAG 26-245

August 17, 2026

Introduced: 8/6/2026

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Recommend that the Monterey County Water Resources Agency Board of Supervisors:

- a) Ratify and approve Amendment No. 3 to the Memorandum of Understanding with the Salinas Valley Basin Groundwater Sustainability Agency previously executed by the General Manager of the Monterey County Water Resources Agency to extend the term of the MOU to June 30, 2029;
- b) Revise the contact information for the Parties to the MOU;
- c) Revise the description of anticipated services; and
- d) Update the rate structure for the Monterey County Water Resources Agency. (Staff: Amy Woodrow)

#### RECOMMENDATION:

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

Recommend that Monterey County Water Resources Agency Board of Supervisors:

- a) Ratify and approve Amendment No. 3 previously executed by the General Manager of the Monterey County Water Resources Agency to the Memorandum of Understanding with the Salinas Valley Basin Groundwater Sustainability Agency to extend the term of the MOU to June 30, 2029;
- b) Revise the contact information for the Parties to the MOU;
- c) Revise the description of anticipated services; and
- d) Update the rate structure for the Monterey County Water Resources Agency.

#### SUMMARY/DISCUSSION:

On June 18, 2018, the Board of Supervisors of the Monterey County Water Resources Agency (MCWRA) approved a Memorandum of Understanding (MOU) between the MCWRA and the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) for MCWRA staff to provide technical and professional assistance to the SVBGSA and its consultants during the development of Groundwater Sustainability Plans (GSPs). The MOU was amended in 2022 to adjust the MCWRA's rate schedule and update the "Notices" section. The MOU was amended a second time in 2023 to extend the term, revise the contact information of the parties to the MOU (i.e., SVBGSA and MCWRA), and revise the description of anticipated services.

Amendment No. 3 to the MOU will extend the term for three years, to June 30, 2029 (Attachment 1). It will also update contact information for the SVBGSA and the MCWRA, update the rate structure for MCWRA staff to reflect Fiscal Year 2026-2027 (FY 27) rates, and revise the description of services that the MCWRA is anticipated to provide. All other terms and conditions of the MOU remain in effect and unchanged.

Amendment No. 3 to the MOU anticipates that MCWRA will bill the SVBGSA for support related to annual reporting, development of a Seawater Intrusion Response Plan and related technical analyses, and collaborative implementation planning activities.

The recommended action aligns with the following goals and strategies from MCWRA's adopted strategic plan: Goal B (Plan for future water needs, carry out environmental studies, and plan new capital projects) - Strategy 2 (Collaborate with local Groundwater Sustainability Agencies (GSAs), define MCWRA's role, and implement a GSA integration plan) and Goal C (Ensure long term financial sustainability with sufficient funding to pay for Agency obligations and align expenditures and revenues) - Strategy 6 (Pursue grant funding and cost saving opportunities from all available sources, including collaborating with the GSA).

OTHER AGENCY INVOLVEMENT:

On June 11, 2026, the Board of Directors of the SVBGSA authorized the SVBGSA General Manager to execute Amendment No. 3 to the MOU.

FINANCING:

Funding for staff time to provide services pursuant to the MOU is provided by the SVBGSA, up to \$125,000 for FY 27. This amount is included in the FY 27 Adopted Budget in Fund 1501. It is estimated that \$50,000 will be expended during FY 27, all of which will be reimbursed by the SVBGSA per the terms of the MOU.

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

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

Attachments:

1. 2026-06 MOU A3 MCWRA-SVBGSA



# County of Monterey

## Item No.3

### Board Report

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

Legistar File Number: WRAG 26-245

August 17, 2026

Introduced: 8/6/2026

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Recommend that the Monterey County Water Resources Agency Board of Supervisors:

- a) Ratify and approve Amendment No. 3 to the Memorandum of Understanding with the Salinas Valley Basin Groundwater Sustainability Agency previously executed by the General Manager of the Monterey County Water Resources Agency to extend the term of the MOU to June 30, 2029;
- b) Revise the contact information for the Parties to the MOU;
- c) Revise the description of anticipated services; and
- d) Update the rate structure for the Monterey County Water Resources Agency.

#### RECOMMENDATION:

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

Recommend that Monterey County Water Resources Agency Board of Supervisors:

- a) Ratify and approve Amendment No. 3 previously executed by the General Manager of the Monterey County Water Resources Agency to the Memorandum of Understanding with the Salinas Valley Basin Groundwater Sustainability Agency to extend the term of the MOU to June 30, 2029;
- b) Revise the contact information for the Parties to the MOU;
- c) Revise the description of anticipated services; and
- d) Update the rate structure for the Monterey County Water Resources Agency.

#### SUMMARY/DISCUSSION:

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Amendment No. 3 to the MOU will extend the term for three years, to June 30, 2029 (Attachment 1). It will also update contact information for the SVBGSA and the MCWRA, update the rate structure for MCWRA staff to reflect Fiscal Year 2026-2027 (FY 27) rates, and revise the description of services that the MCWRA is anticipated to provide. All other terms and conditions of the MOU remain in effect and unchanged.

Amendment No. 3 to the MOU anticipates that MCWRA will bill the SVBGSA for support related to

annual reporting, development of a Seawater Intrusion Response Plan and related technical analyses, and collaborative implementation planning activities.

The recommended action aligns with the following goals and strategies from MCWRA's adopted strategic plan: Goal B (Plan for future water needs, carry out environmental studies, and plan new capital projects) - Strategy 2 (Collaborate with local Groundwater Sustainability Agencies (GSAs), define MCWRA's role, and implement a GSA integration plan) and Goal C (Ensure long term financial sustainability with sufficient funding to pay for Agency obligations and align expenditures and revenues) - Strategy 6 (Pursue grant funding and cost saving opportunities from all available sources, including collaborating with the GSA).

OTHER AGENCY INVOLVEMENT:

On June 11, 2026, the Board of Directors of the SVBGSA authorized the SVBGSA General Manager to execute Amendment No. 3 to the MOU.

FINANCING:

Funding for staff time to provide services pursuant to the MOU is provided by the SVBGSA, up to \$125,000 for FY 27. This amount is included in the FY 27 Adopted Budget in Fund 1501. It is estimated that \$50,000 will be expended during FY 27, all of which will be reimbursed by the SVBGSA per the terms of the MOU.

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

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

Attachments:

1. 2026-06 MOU A3 MCWRA-SVBGSA

**AMENDMENT NO. 3 TO THE  
MEMORANDUM OF UNDERSTANDING  
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND  
THE SALINAS VALLEY BASIN  
GROUNDWATER SUSTAINABILITY AGENCY**

**THIS AMENDMENT NO. 3** to the Memorandum of Understanding between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, “Agency” or “WRA”) and the Salinas Valley Basin Groundwater Sustainability Agency (hereinafter, “SVBGSA”) is hereby entered into between the Agency and the SVBGSA (collectively, the Agency and SVBGSA are referred to as the “Parties”).

**WHEREAS**, SVBGSA entered into a Memorandum of Understanding for Technical and Professional Assistance with the Agency on June 14, 2018 (hereinafter, “MOU”); and

**WHEREAS**, the Parties entered into an Amendment No. 1 to the MOU on July 12, 2022 to amend representative contact information and WRA’s rate structure in Attachment B, and into Amendment No. 2 on July 18, 2023 to amend Parties' representative contact information, to revise the list of anticipated services and the length of term; and

**WHEREAS**, the Parties wish to amend the MOU with an update to the SVBGSA representative contact information, an updated list of anticipated services, and an update the WRA's rate structure.

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

1. Amend the first paragraph of Section 1. “Effective Date and Term” to read as follows:  
This MOU is effective as of June 14, 2018, and unless earlier terminated as provided in this MOU, shall remain in effect until June 30, 2029. This MOU may be amended from time-to-time by mutual written agreement of the Parties.
2. Amend Subsection D.ii “Notices” of Section 7. “General Provisions” to read as follows:

**To the Agency:**

Amy Woodrow, Senior Hydrologist  
1441 Schilling Place  
Salinas, CA 93901  
831.755.4860  
831.424.7935 (facsimile)  
woodrowa@countyofmonterey.gov

**To the SVBGSA:**

Piret Harmon, General Manager  
P.O Box 1350  
Carmel Valley, CA 93924  
831.471.7518  
harmonp@svbgsa.org

**Copy to:**

Kelly Donlon, Chief Assistant County Counsel  
168 W. Alisal St., 3<sup>rd</sup> Floor  
Salinas, CA 93901

**Copy to:**

Reed Gallogly, SVBGSA Counsel  
168 W. Alisal St., 3<sup>rd</sup> Floor  
Salinas, CA 93901

SVBGSA MOU Amendment No. 3

831.755.5366  
831.755.5283 (facsimile)

831.755.5366  
831.755.5283 (facsimile)

3. Add the following to Attachment A:

Anticipated activities for WRA staff to provide support services in FY 2027 include but are not limited to:

- Fulfilling data requests for Annual Reports or other SVBGSA project needs
- Contributing updates to, and reviewing, draft Annual Reports or other reports as requested
- Developing a Seawater Intrusion Response Plan and related technical analyses
- Planning work and work on collaborative activities in support of SGMA implementation and advancement of the Integrated Implementation Strategy

WRA is expected to bill SVBGSA for the work in support of the activities outlined above.

In addition, WRA staff have expressed interest in participating in the following non-billable activities managed and coordinated by SVBGSA:

- Groundwater Data Monitoring and Reporting
- Deep Aquifers Management Strategy
- Joint Technical Advisory Committee
- Basin Stakeholder Engagement and Involvement

4. Amend Attachment B – Agency Rate Structure with Attachment B (revised) – Agency Rate Structure for FY 2027.
5. All other terms and conditions of the MOU remain unchanged and in full force.
6. This Amendment No. 3 shall be attached to the MOU and incorporated therein as if fully set forth in the MOU.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment No. 3 to the MOU as of the day and year written below:

**MONTEREY COUNTY WATER  
RESOURCES AGENCY**

**SALINAS VALLEY BASIN  
GROUNDWATER SUSTAINABILITY  
AGENCY**

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

General Manager

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

General Manager

SVBGSA MOU Amendment No. 3

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

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

**Approved as to Form and Legality**

By: \_\_\_\_\_  
MCWRA Counsel

By: \_\_\_\_\_  
SVBGSA Counsel

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

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



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

**BOARD ORDER No. 26-030**

**RECOMMEND THAT MONTEREY COUNTY WATER RESOURCES )  
AGENCY BOARD OF SUPERVISORS A) RATIFY AND APPROVE )  
AMENDMENT NO. 3 TO THE MEMORANDUM OF UNDERSTANDING )  
WITH THE SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY )  
AGENCY PREVIOUSLY EXECUTED BY THE GENERAL MANAGER OF )  
THE MONTEREY COUNTY WATER RESOURCES AGENCY TO EXTEND )  
THE TERM OF THE MOU TO JUNE 30, 2029; B) REVISE THE CONTACT )  
INFORMATION FOR THE PARTIES TO THE MOU; C) REVISE THE )  
DESCRIPTION OF ANTICIPATED SERVICES; AND D) UPDATE THE RATE )  
STRUCTURE FOR THE MONTEREY COUNTY WATER RESOURCES )  
AGENCY. )**

Upon motion of \_\_\_\_\_, seconded by \_\_\_\_\_, and carried out by those members present, the Board of Directors hereby:

1. Recommends that the Monterey County Water Resources Agency Board of Supervisors  
a) Ratify and approve Amendment No. 3 to the Memorandum of Understanding with the Salinas Valley Basin Groundwater Sustainability Agency previously executed by the General Manager of the Monterey County Water Resources Agency to extend the term of the MOU to June 30, 2029; b) Revise the contact information for the Parties to the MOU; c) Revise the description of anticipated services; and d) Update the rate structure for the Monterey County Water Resources Agency.

PASSED AND ADOPTED on this **17th** day of **August 2026**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

---

BY: Matthew Simis, Chair  
Board of Directors

---

ATTEST: Ara Azhderian  
General Manager



# 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 26-251

August 17, 2026

**Introduced:** 8/10/2026

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Recommend the Monterey County Water Resources Agency Board of Supervisors:

- a) Approve a Grazing Lease Agreement with Heartland Mark LLC in the amount of \$28,672 for year one increasing annually by 2.5-percent, from November 1, 2026, through October 31, 2036, for grazing lands located at the Nacimiento 5 lease area; and
- b) Authorize the General Manager of the Agency to execute the lease agreement, subject to approval as to form by the County Counsel's Office. (Staff: Shaunna Murray)

#### RECOMMENDATION:

Recommend the Monterey County Water Resources Agency Board of Supervisors:

- a) Approve a Grazing Lease Agreement with Heartland Mark LLC in the amount of \$28,672 for year one increasing annually by 2.5-percent, from November 1, 2026, through October 31, 2036, for grazing lands located at the Nacimiento 5 lease area; and
- b) Authorize the General Manager of the Agency to execute the lease agreement, subject to approval as to form by the County Counsel's Office.

#### SUMMARY/DISCUSSION:

The Monterey County Water Resources Agency (Agency) manages various grazing leases on Agency-owned lands surrounding Nacimiento and San Antonio Reservoirs. The Grazing Lease Program supports responsible livestock grazing while promoting watershed protection, vegetation management, wildfire fuel reduction, infrastructure stewardship, and long-term land management objectives. The program encompasses approximately 16,400 acres of Agency-owned rangelands associated with the Nacimiento and San Antonio Reservoir systems. These lands include a mix of open grazing areas, rolling rangelands, oak woodlands, road and utility access corridors, and areas containing Agency infrastructure.

The current grazing leases are set to expire on October 31, 2026. The Agency has prepared an updated Grazing Lease Agreement (attachment 1) and is in the final phase of the bid process for five of the leases: San Antonio 1 & 2; San Antonio 3; San Antonio 4 & Nacimiento 1; Nacimiento 2; and Nacimiento 3A & 3B. Sealed bids were received followed up by live bidding on July 29, 2026. Those results will be certified by the Agency Board of Supervisors in August. Nacimiento Lease 5 was not included in the bid process due to negotiations with the current grazing lessee, on an adjacent property involving the County of Monterey and its existing critical public safety communications infrastructure. The non-standard Radio Site Lease Agreement between the County of Monterey and Heartland Mark, LLC, permits the County to use space at Assessor's Parcel Number 080-037-006, hereinafter referred to as the "Pinball Radio Site". A site plan showing the grazing lease and Pinball Radio Site is included in attachment 2.

The Pinball Radio Site has been a County-leased site with an agreement between the County and landowners since the year 2000. The Pinball Radio site is a critical communications facility that supports two-way radio coverage. The site has provided reliable public safety communications for more than two decades for Monterey County Parks Rangers, reservoir operations staff, and emergency responders operating in the region.

In 2022, Heartland Marks LLC purchased the property on which Pinball Radio site is located, requiring the County to negotiate a new lease agreement for the continued operation of its communications equipment. Through coordination between the County Information Technology Department (ITD), County Public Works, Facilities and Parks (PWFP) Department, and Heartland Mark, LLC, the parties negotiated a new lease agreement through October 31, 2036. This Pinball Radio Site Agreement (attachment 3) will be under consideration by the County Board of Supervisors at a future date.

The Pinball Radio Site Agreement recognizes the importance of maintaining a cooperative long-term relationship between the County and the property owner to ensure uninterrupted operation of this critical communications facility. Staff evaluated the operation, public safety, and land management considerations associated with the property and the determination was that a sole-source grazing lease with Heartland Mark, LLC is the Agency's best interest to support continued access to Pinball Radio Site and avoid unnecessary operational risk.

The Pinball Radio Site Agreement will allow continued operation of the radio site while avoiding the need for the County of Monterey's costly relocation or development of multiple replacement sites that would otherwise be required to achieve comparable coverage. This Pinball Radio site enables radio interoperability coverage for Monterey and San Luis Obispo Counties' first responders, emphasizing stable radio communication for Southern Monterey County.

Based on the importance of maintaining uninterrupted public safety communications, the operational relationship between the Pinball Radio Site and the adjacent grazing property, and staff's evaluation of available alternatives, the Agency recommends a sole source Grazing Lease Agreement with Heartland Mark LLC for Nacimiento Lease 5 for a ten-year term, beginning on November 1, 2026. The Grazing Lease Agreement includes updated terms and conditions that are consistent with the other five grazing leases.

The annual lease rate for Nacimiento Lease 5 will be \$28,672 for the first year and will be subject to an annual increase of 2.5%. The grazing lease auction results from July 29, 2026, yielded an average increase over minimum bids of 62% for the remaining five leases. That average increase was applied to the minimum bid established for Nacimiento Lease 5 to develop the annual lease rate for the first year.

The leasing program is statutorily and categorically exempt from CEQA (14 Cal. Code Regs. 15301 (existing facility (including leases)) and 15261 (ongoing project).)

OTHER AGENCY INVOLVEMENT:

The County Counsel's Office has reviewed the grazing lease agreement as to form.

FINANCING:

Revenue from the Grazing Lease Program is included in the FY26-27 Recommended Budget and includes current lease rates. In addition, new lease administration fees are proposed to defray certain costs of contract compliance monitoring and enforcement.

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

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

Attachments:

1. DRAFT Nacimiento 5 Grazing Lease Agreement and Exhibits
2. Site Plan
3. DRAFT Heartland Mark LLC New Pinball Radio Site Lease
4. MCWRA Board of Directors 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 26-251

August 17, 2026

Introduced: 8/10/2026

Current Status: Draft

Version: 1

Matter Type: WR General Agenda

Recommend the Monterey County Water Resources Agency Board of Supervisors:

- a) Approve a Grazing Lease Agreement with Heartland Mark LLC in the amount of \$28,672 for year one increasing annually by 2.5-percent, from November 1, 2026, through October 31, 2036, for grazing lands located at the Nacimientos 5 lease area; and
- b) Authorize the General Manager of the Agency to execute the lease agreement, subject to approval as to form by the County Counsel's Office.

### RECOMMENDATION:

Recommend the Monterey County Water Resources Agency Board of Supervisors:

- a) Approve a Grazing Lease Agreement with Heartland Mark LLC in the amount of \$28,672 for year one increasing annually by 2.5-percent, from November 1, 2026, through October 31, 2036, for grazing lands located at the Nacimientos 5 lease area; and
- b) Authorize the General Manager of the Agency to execute the lease agreement, subject to approval as to form by the County Counsel's Office.

### SUMMARY/DISCUSSION:

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OTHER AGENCY INVOLVEMENT:

The County Counsel's Office has reviewed the grazing lease agreement as to form.

FINANCING:

Revenue from the Grazing Lease Program is included in the FY26-27 Recommended Budget and includes current lease rates. In addition, new lease administration fees are proposed to defray certain costs of contract compliance monitoring and enforcement.

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

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

Attachments:

1. DRAFT Nacimiento 5 Grazing Lease Agreement and Exhibits
2. Site Plan
3. DRAFT Heartland Mark LLC New Pinball Radio Site Lease
4. MCWRA Board of Directors Board Order



# Grazing Lease

Between

**Monterey County Water Resources Agency**  
*Lessor*

and

**Heartland Mark, LLC**  
*Lessee*

With respect to the following property:  
Nacimiento 5

Effective Date  
November 1, 2026

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## **SUMMARY OF LEASE TERMS**

This is a summary (“Summary”) of the principal terms and conditions of the Grazing Lease. In the event of any conflict between the information in this Summary and the specific provisions of the Grazing Lease, the Grazing Lease provisions shall control.

**LESSOR:** Monterey County Water Resources Agency

**LESSEE:** Heartland Mark, LLC

**Grazing Lease No.:** Nacimiento 5

**Acres:** 1103 total acres as referenced in Exhibit C

**Term:** Ten (10) year Term beginning on November 1, 2026 (“Commencement Date”) and ending on October 31, 2036 (“Termination Date”).

**Grazing Season:** November 1<sup>st</sup> through October 31<sup>st</sup>

**Permitted Use:** Cattle grazing, and authorized adjunct activities as specified in the attached Grazing Lands Management Plan

**Rental Rate:** \$28,672.00/year one with a 2.5% flat rate increase each following year.

**Rent Payment Due:** Annual payments due on November 1<sup>st</sup>

### **LESSOR Contact Information:**

Grazing Lease Administrator  
Monterey County Water Resources Agency  
1441 Schilling Pl., N. Bldg.  
Salinas, CA 93901

Ph: 831.755.4860

Email: [WRAleaseadmin@countyofmonterey.gov](mailto:WRAleaseadmin@countyofmonterey.gov)

### **LESSEE Contact Information:**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Ph: [REDACTED]

Email: [REDACTED]

## **GRAZING LEASE AGREEMENT**

This Grazing Lease Agreement ("Lease" or "Agreement") is made by and between the Monterey County Water Resources Agency, a public agency created pursuant to the Monterey County Water Resources Agency Act (Cal. Water Code, Appendix Chap. 52) ("LESSOR" or "AGENCY"), and Heartland Mark, LLC, a limited liability corporation ("LESSEE"). LESSOR and LESSEE (collectively, "Parties") agree as follows:

### **1. PURPOSE AND GRAZING LANDS MANAGEMENT**

**1.1 Purpose.** LESSOR owns property suitable for cattle grazing and desires to manage those properties in accordance with the LESSOR's mission and vision.

**1.2 Grazing Lands Management Plan.** LESSOR has prepared a Grazing Lands Management Plan for the Premises ("GLMP"), incorporated herein as **Exhibit A (Grazing Lands Management Plan)**. LESSEE acknowledges receipt of the GLMP and agrees that the primary purpose of this Lease is to implement the objectives set forth therein.

**1.3 Start-Up Tasks.** Upon Lease Commencement Date, LESSEE shall complete any start-up tasks identified in **Exhibit B (Start-Up Tasks)** per the deadlines outlined at LESSEE's sole cost.

### **2. PREMISES**

**2.1 Description.** LESSOR leases to LESSEE that certain real property located in the County of San Luis Obispo, situated at Nacimiento Reservoir, identified as Grazing Lease No. 5 (the "Lease Site"), consisting of approximately 1103 acres, as more particularly described in **Exhibit C (Description of Premises)**.

**2.2 Excluded Areas.** The term "Premises" excludes any land that is submerged by reservoir waters at any given time. LESSEE acknowledges that reservoir water levels are variable and fluctuate seasonally and annually, and therefore the total acreage available for use under this Agreement will correspondingly increase or decrease.

Land located above the high-water mark elevation (the "High Water Mark") shall be considered generally available for use, subject to the terms of this Agreement. The high-water mark at Nacimiento Reservoir is 800 feet and 780 feet at San Antonio. Land located below the high-water mark, up to the floodage easement elevation of 825 feet, may be

intermittently available depending on reservoir levels and shall only be used when not submerged.

### **3. TERM, AMENDMENT AND HOLDOVER**

**3.1 Lease Term.** The term of this Lease shall be ten (10) years, commencing on November 1, 2026 ("Lease Commencement Date") and ending on October 31, 2036 ("Lease End Date"), unless earlier terminated pursuant to this Agreement.

**3.2 Amendment.** The LESSOR reserves the right to amend this Lease at any time in response to changes in applicable laws, regulations, ordinances, or policies, whether federal, state, or local, that may affect the terms and conditions of this Lease. Such amendments may also be made to reflect adjustments in building or community rules, safety procedures, or operational policies deemed necessary by the LESSOR in the course of managing the property. The LESSOR shall make such amendments to the Lease by an instrument in writing, and the LESSEE agrees to execute such amendment and comply with any such amendments. Any amendments made under this clause shall be deemed part of the Lease and shall have the same binding effect as the original terms. The LESSEE acknowledges that such changes are necessary for the continued operation, safety, and legal compliance of the property, and agrees to execute any documents required to formalize such amendments.

**3.3 Amendment Waiver.** Any waiver of any term or condition of this Lease must be in writing and signed by the LESSOR and LESSEE. A waiver of any of the terms and conditions of this Lease shall not be construed as a waiver of any other term or condition in this Lease.

**3.4 Holdover.** If LESSEE, with LESSOR's written consent, remains in possession of the Premises after the Lease Term, this Lease shall automatically be extended on a one (1) year basis. During the hold over period the annual rent shall be adjusted to reflect the last applicable annual rent plus a 2.5% increase for each holdover year, subject to termination for no cause upon thirty (30) days' written notice by either Party during the holdover period. All other terms and conditions shall remain in full force and effect.

### **4. RENT AND FEES**

**4.1 Annual Rent.** Annual rent shall be \$28,672.00

**4.2 Payment Schedule.** Rent for the first lease year is due upon execution. Thereafter, annual rent shall be paid on or before November 1<sup>st</sup> of each year.

**4.3 Late Charges.** LESSEE shall pay a late charge equal to 10% of the overdue amount for any payments due from the LESSEE to LESSOR under this Lease.

**4.4 Rent Adjustment.** Rent shall increase at a flat rate of 2.5% annually, beginning in 2027, and shall increase each year thereafter.

**4.5 No Rent Reduction.** Rent shall not be reduced for any reason, including during periods of reduced or suspended grazing, including drought, overgrazing restrictions, or herd reductions, even if livestock numbers are reduced to zero.

**4.6 Lessee Fees and Expenses.** In addition, LESSEE agrees to pay, upon invoice or demand, those costs, fees and expenses provided for in **Exhibit D (Schedule of Fees and Expenses)** to this Agreement, or as may be provided for by a schedule of fees and expenses adopted by the LESSOR from time to time.

**4.7 Possessory Interest Tax.** LESSEE is solely responsible for any possessory interest taxes for lands located in Monterey County. Failure to pay such taxes constitutes a breach of this Agreement.

**4.8 Rent Payments.** Rent payments to LESSOR shall be submitted to:

Monterey County Water Resources Agency  
c/o Grazing Lease Administrator/Finance  
1441 Schilling Place  
Salinas, CA 93901

## **5. USE OF PREMISES**

**5.1 Special Conditions.** Any special conditions related to the Premises are described in **Exhibit E (Special Conditions of Premises)**.

**5.2 Permitted Use.** The Premises shall be used solely for cattle grazing, as outlined in the GLMP in accordance with this Agreement. Any other use is prohibited unless expressly authorized in writing by the LESSOR.

**5.3 Prohibited Uses.** Except as expressly authorized, the following uses are prohibited: camping, sport hunting, boating, fishing, construction, land clearing, timber cutting, storage or release of hazardous substances, discharge of firearms, and any illegal, unlawful, wasteful, or nuisance activities without written approval as outlined in the GLMP.

LESSEE must notify and provide any related documentation to the LESSOR of any communications or actions by or with any local, state, or federal law enforcement agency or authority pertaining to operations on the premises or any illegal activities that may have occurred on LESSOR property.

**5.4 Depredation Permit.** Predator control activities require prior written approval from LESSOR by contacting the Grazing Lease Administrator, and full compliance with state and federal laws. Depredation permits from the California Department of Fish and Wildlife are required for any hunting on the property under California Fish and Wildlife Code § 4181 *et seq.* and 14 Cal. Code Reg. § 401(a) *et seq.*

Only LESSEES listed on the lease will be approved to hold a depredation permit. Depredation cannot occur during high recreational times, Federal holidays and/or County of Monterey, Public Works Facilities Parks Department special events.

If granted, LESSEE must submit proof of a valid depredation permit from the California Department of Fish and Wildlife to LESSOR. No hunting shall take place on the property prior to filing verification of a validly issued depredation permit.

## **6. ENTRY AND ACCESS**

**6.1 Entry by LESSOR.** LESSOR and authorized public officials may enter the Premises at reasonable times for inspection, patrol, or lawful purposes.

**6.2 Entry by peace officers and LESSOR employees.** LESSEE agrees that LESSOR, its employees, County of Monterey or County of San Luis Obispo employees, and any local, state, or federal peace officer may enter the Premises at any time to routinely inspect or patrol the property, investigate any crime, or for any other lawful purpose.

**6.3 Unauthorized Access.** LESSEE shall notify LESSOR of any unauthorized access observed as soon as practicable.

## **7. GRAZING AND RESOURCE MANAGEMENT**

**7.1 Stock Management.** LESSEE shall prevent overgrazing or undergrazing and manage livestock in accordance with this Agreement. LESSOR's determination of overgrazing or undergrazing shall be final. LESSEE shall remove any aggressive or dangerous cattle from the premises, as soon as LESSEE learns or has reason to believe that those cattle possess such tendencies.

**7.2 Over-grazing Remedies.** Upon determination of overgrazing, LESSOR may require herd reduction, removal of stock, or installation of protective fencing. LESSEE shall comply promptly.

**7.3 Undergrazing Remedies.** Upon determination of undergrazing, LESSOR may require LESSEE to implement reasonable corrective actions, which may include adjustments to stocking levels, grazing timing, or pasture management practices.

**7.4 Rangeland Courses.** LESSOR may require LESSEE to complete LESSOR approved courses such as Rangeland Management, Soil Erosion Standards and Control, Fuel Management and/or Water Quality Protection courses.

**7.5 Water Quality Protection** Grazing activities shall be conducted in accordance with the GLMP and in a manner that protects reservoir water quality. Without limitation, LESSEE shall comply with all conservation measures applicable to riparian areas and lands located at or below the High-Water mark identified in Section 2.2, including reduced stocking rates, seasonal or temporary exclusions, and the installation and maintenance of fencing or other protective measures where required by LESSOR.

**7.6 Use of reservoir water.** LESSEE is authorized to use water properly conveyed from the reservoir for the purpose of watering livestock, subject to the following limitations: water will be used only for the livestock authorized by this Agreement. In using reservoir water, LESSEE shall comply with the GLMP.

**7.7 Surveys and Inspections.** LESSOR and its agents, employees, and contractors may enter the Premises at any reasonable time to conduct inspections, surveys, monitoring, or studies related to resource management, including but not limited to vegetation, wildlife, sensitive or endangered species, habitat conditions, and water quality.

LESSOR shall make reasonable efforts to minimize interference with LESSEE's operations.

**7.8 Protection of Sensitive Resources.** LESSOR reserves the right, at its sole discretion, to identify and require temporary and/or permanent protection of sensitive natural resources on the Premises, including but not limited to habitat, vegetation, and environmentally sensitive areas.

LESSEE shall comply with any restrictions, management measures, or access limitations established by LESSOR to protect such resources. LESSEE may receive a prorated rent credit up to the total annual rent amount for significant impacts to grazing activities, depending on the size and duration of time of the impact.

## **8. LESSEE IMPROVEMENTS**

Lease Improvement: "Lease Improvements" mean any alteration, addition, or installation that materially changes or enhances the Premises beyond routine maintenance or repair, including but not limited to new structures, facilities, or infrastructure.

**8.1 Approval Required.** All Lease improvements, including new fencing and water systems, require prior written approval from LESSOR. Request for improvements shall be submitted by LESSEE as set forth in **Exhibit F (Request for Improvement)**.

LESSOR reserves the right to initiate and complete improvement projects.

Under no circumstances may Lease improvements be removed after installation or construction.

LESSEE shall not offset or deduct any repair costs from rent except as approved by LESSOR.

**8.2 Reimbursement.** Only Lease improvements expressly approved in advance by LESSOR may be eligible for limited reimbursement as set forth in **Exhibit F (Request for Improvement)**.

**8.3 Notice of Completion.** Within 30 days of completion of approved Lease improvements, LESSEE shall provide LESSOR with a Notice of Completion.

**8.4 Compliance with Laws:** LESSEE represents and warrants to LESSOR that any construction performed by, for or on behalf of LESSEE, and LESSEE's current and proposed uses, and the operation of the Premises are in full compliance with applicable building and seismic codes,

environmental, zoning and land use laws, and other applicable local, state and federal laws, regulations and ordinances. LESSEE agrees to defend and indemnify LESSOR for any responsibility for any code violations or other deviations from applicable local, state and federal laws, regulations and ordinances related to LESSEE's use, operations or construction.

## **9. MAINTENANCE, REPAIR AND INSPECTIONS**

Maintenance and Repair: "Maintenance" means routine, recurring activities necessary to keep existing improvements in their current condition and function. "Repair" means work performed to restore an existing improvement to its original condition or functionality without materially altering its design, capacity, or useful life.

**9.1 Maintenance.** LESSEE shall maintain the Premises in a safe, clean, and orderly condition. LESSEE shall promptly notify LESSOR of any damage or conditions requiring repair beyond routine maintenance or affecting public safety, reservoir operations, or natural resources. LESSOR reserves the right to initiate and complete repair and maintenance projects.

**9.2 Fence Maintenance.** LESSEE shall maintain all fences in a stock-tight condition and complete repairs to contain livestock and protect recreational areas as outlined in the GLMP.

**9.3 Reservoir Fencing.** LESSEE shall provide temporary fencing extending into the reservoir and shall comply with LESSOR requirements, including removal prior to inundation and marking for public safety. Any fencing in the water at any level must be identified by buoys, visible for a distance of 200 feet to anyone on the reservoir.

**9.4 Repair.** All non-routine or structural repairs require prior written approval from LESSOR and must be requested in accordance with **Exhibit G (Request for Repair)**. LESSOR retains sole discretion to approve or deny such requests.

In emergencies posing an immediate threat to public safety, property, or natural resources, LESSEE may take reasonable temporary measures to mitigate the threat, provided LESSOR is notified as soon as practicable, but no later than twenty-four (24) hours after such action.

LESSEE shall not offset or deduct any repair costs from rent except as expressly approved by LESSOR.

**9.5 Reimbursement.** Only repairs expressly approved in advance by LESSOR may be eligible for limited reimbursement as set forth in **Exhibit G (Request for Repair)**.

**9.6 Annual Inspection.** LESSOR reserves the right to conduct annual inspections to verify compliance.

## **10. PUBLIC WORKS LAWS**

Under Section 1720.2 of the California Labor Code, any construction contract to improve property owned or leased by the LESSOR may be considered a “public work” if certain conditions are met. If applicable, LESSEE shall comply with provisions of law governing public works including, without limitation, Labor Code sections 1773, 1773.2, 1773.3, 1773.8, 1775 (payment of prevailing wages), 1776 (payroll records), and 1777.5 (employment of apprentices), all as amended from time to time.

## **11. INSURANCE AND INDEMNIFICATION**

**11.1 Insurance.** LESSEE shall, at its sole cost and expense and at all times during the term of this Agreement, maintain insurance covering its use and occupancy of the Premises. Such insurance shall include Commercial General Liability insurance, written on an occurrence form, with limits of not less than \$3,000,000 per occurrence and \$5,000,000 aggregate, and Automobile Liability insurance covering all owned, non-owned, and hired vehicles with a combined single limit of not less than \$1,000,000 per occurrence. LESSEE shall also maintain coverage sufficient to protect against damage to LESSOR’s property arising from LESSEE’s activities, with limits of not less than \$250,000 unless otherwise approved by LESSOR’s Risk Management Division.

All policies shall be issued by insurers authorized to do business in the State of California and having a current A.M. Best rating of not less than A-:VII, and shall name LESSOR, the County of Monterey, and their officers, agents, and employees as additional insureds. Such insurance shall be primary and non-contributory and shall provide at least thirty (30) days’ prior written notice of cancellation, non-renewal, or material change (or shall provide such notice in accordance with the policy provisions). LESSEE shall provide certificates of insurance and required endorsements to LESSOR prior to commencement of this Agreement, annually thereafter, and upon request, and shall comply with any additional insurance requirements reasonably established by LESSOR’s Risk Management Division.

**11.2 Indemnification.** To the fullest extent permitted by law, LESSEE shall indemnify, defend, and hold harmless LESSOR, the County of Monterey, and their officers, agents, and employees from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including reasonable attorneys' fees and court costs, arising out of or in any way connected with LESSEE's use or occupancy of the Premises, the performance of this Agreement, or the acts or omissions of LESSEE and its officers, employees, agents, contractors, or invitees. This obligation includes, without limitation, claims involving bodily injury, death, property damage, or environmental contamination, including those arising from fires, vehicles or equipment, or the release of fuel or hazardous materials. This obligation shall not apply to the extent such claims arise from the sole negligence or willful misconduct of LESSOR or the County of Monterey.

## **12. TERMINATION AND DEFAULT**

**12.1 Termination for Cause.** LESSOR may terminate this Lease during the Lease term for any default as described in Sections 12.4 and 12.7 below.

**12.2 Termination Without Cause.** LESSOR reserves the right to terminate this Lease during the Lease term without cause with a sixty (60) day written notice.

**12.3 Destruction of property.** If the Premises is completely damaged by fire or other natural disaster, such that LESSOR determines that LESSEE must vacate the Premises, either party may terminate this Lease immediately by giving notice to the other party. Damages and/or destruction caused by LESSEE may be recovered by LESSOR.

**12.4 Default.** If any of the following events occur, each such event shall constitute a material breach of this Lease, and LESSOR may, at LESSOR's option, exercise any or all rights available to a LESSOR under the laws of the State of California:

- a. A default in the payment of rent or other obligation when such default continues for a period of thirty (30) days after written notice from LESSOR to LESSEE of such default; or
- b. LESSEE fails to faithfully perform or observe any other covenant or undertaking required under this Lease and such failure continues for a period of thirty (30) days after written notice thereof from LESSOR to LESSEE of such default or, if such default is not reasonably curable within such thirty (30) day period, LESSEE fails to commence to cure such default within such thirty (30) day period and thereafter fails to diligently pursue such cure to completion; or

- c. LESSEE is adjudicated bankrupt; or
- d. LESSEE'S lease interest is sold under execution of judgment.

**12.5 Notice of default.** Notice of default is sufficient if it is in writing, identifies the act, omission, or condition that constitutes the default, and is served upon LESSEE in the manner provided by this Lease for the giving of notice.

**12.6 Remedies.** If LESSEE fails to cure a prospective default within the time frames outlined above, if any, LESSOR shall have the option to cure the default, if curable, or to terminate this Lease, in addition to any other remedies at law not inconsistent herewith. Should LESSOR elect to cure the default itself, all reasonable costs associated with such cure, including reasonable attorneys' fees (if any), shall be reimbursed by LESSEE to LESSOR, as additional rent, within thirty (30) days of receipt of LESSOR'S invoice for said costs.

**12.7 Termination following notice to cure.** In the event that LESSEE defaults under any provision of this Agreement the LESSOR may, if such default is not cured within 30 days following written notice given by the LESSOR to LESSEE, elect to terminate this Agreement. Such termination is effective upon the expiration of the 30 day cure period and a written "notice of election to terminate" being served upon LESSEE by the LESSOR.

Such election to terminate in no way absolves LESSEE from any obligations under this Agreement, including the payment of any rent then owing, or the obligation to return the property in substantially similar condition to that at the effective date of this Agreement.

### **13. ASSIGNMENT AND SUBLETTING**

LESSEE has no right to assign this Agreement to any party or entity, or in any manner sublease, transfer, or in any manner encumber, the subject property, without the prior written consent of the LESSOR.

### **14. GENERAL PROVISIONS**

**14.1 Time Limit and Prior Tenancy.** It shall be the LESSOR's responsibility to remove any prior LESSEE on the Premises at LESSOR's sole cost and expense.

**14.2 Mechanic's Liens.** LESSEE shall keep the Premises free from any liens arising out of any work performed by, materials furnished to, or obligations incurred by such LESSEE or on its behalf.

**14.3 Waiver:** The waiver by LESSOR or LESSEE of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition of this agreement.

**14.4 Quiet possession:** LESSEE shall at all times during the term of this Lease peaceably and quietly have, hold and enjoy the Premises, without suit, trouble or hindrance from LESSOR any person claiming under LESSOR, subject to the terms of this Lease.

## **15. MISCELLANEOUS PROVISIONS**

**15.1 Time is of the Essence.** Time is of the essence as to each and every provision of this Lease.

**15.2 Binding Effect.** Subject to any provision hereof restricting assignment or subletting by LESSEE, this Lease shall bind the parties, their personal representatives, successors, and assigns.

**15.3 Invalidity.** The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

**15.4 Authority.** Any individual executing this lease on behalf of LESSEE or LESSOR represents and warrants hereby that he or she has the requisite authority to enter into this Lease on behalf of such party and to bind the party to the terms and conditions of this Lease.

**15.5 Interpretation of Conflicting Provisions.** In the event of any conflict or inconsistency between the provisions of this Lease and the provisions of any addendum or exhibit attached hereto, the provisions of this Lease shall prevail and control.

**15.6 Integration:** This Lease, including the exhibits and addenda, represents the entire agreement between LESSEE and LESSOR with respect to the subject matter of this Lease and shall supersede all prior negotiations, representations or agreements, either written or oral, between LESSEE and LESSOR as of the effective date of this Lease, which is the date that LESSOR signs this Lease.

**15.7 Successors and Assigns.** This Lease and the rights, privileges, duties, and obligations of LESSEE and LESSOR under this lease, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successor, representatives, assigns, and heirs.

**15.8 Headings.** The headings in this lease are for convenience only and shall not be used to interpret the terms of this Lease.

**15.9 Governing Law.** This Lease shall be governed by and interpreted under the laws of the State of California.

**15.10 Construction of Lease.** LESSEE and LESSOR agree that each party has fully participated in the review and revision of this Lease 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 lease or any amendment to this Lease. The parties agree that they have been afforded an opportunity to have this Agreement reviewed by counsel of their choice. In interpreting this Agreement there shall be no presumption based upon the authorship of this Agreement.

**15.11 Counterparts.** This Lease 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 Lease.

**15.12 Consent to Use Electronic Signatures.** The Parties to this Lease consent to the use of electronic signatures via DocuSign to execute this Lease. The Parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the Parties to this Lease hereby authenticate and execute this Lease, and any and all Exhibits to this Lease, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF) which may be delivered by mail, E-Mail, or Facsimile.

**15.13 Disputes; consultations by parties.** In the event that any problem or issue arises with respect to the implementation or interpretation of the Agreement, the parties mutually agree to meet at the request of either of them to discuss and resolve the issue. In such event, the general manager of LESSEE will meet with the General Manager of LESSOR or his/her designee to reach a mutually satisfactory and reasonable conclusion.

If the parties cannot resolve the dispute pursuant to the preceding paragraph above, the Parties agree to mediate any disagreements in good faith. Should either Party determine the dispute cannot be resolved in mediation, it is agreed that the dispute may be resolved in a court of law competent to hear the matter.

**15.14 LESSOR's Lease Administrator.** LESSOR's General Manager or designee shall act as the Lease Administrator for LESSOR.

## **16. NOTICES**

**16.1 Written notices:** All notices, correspondence, and other written communications required or permitted under this Lease shall be deemed effective when provided in writing, whether transmitted electronically via email, personally delivered, or deposited in the United States mail, sent certified with postage prepaid and properly addressed.

**16.2 Service of notices:** All notices, correspondence, or other written communication related to this Agreement shall be sent to the following:

### **LESSEE:**

Heartland Mark, LLC

[REDACTED]

[REDACTED]

[REDACTED]

Email:

[REDACTED]

### **LESSOR:**

Grazing Lease Administrator

Monterey County Water Resources Agency

1441 Schilling Pl., N. Bldg.

Salinas, CA 93901

Email: [WRAl easeadmin@countyofmonterey.gov](mailto:WRAl easeadmin@countyofmonterey.gov)

**16.3 Emergency contact:** in the event of an emergency, LESSEE shall contact the LESSOR's emergency contact which will be provided upon lease execution and updated as necessary.

## **17. EXHIBIT LIST**

Exhibit A (Grazing Lease Management Plan)

Exhibit B (Start-up Tasks)

Exhibit C (Description of Premises)

Exhibit D (Schedule of Fees and Expenses)

Exhibit E (Special Conditions of Premises)

Exhibit F (Request for Improvement)

Exhibit G (Request for Repair)

**IN WITNESS WHEREOF**, the parties have executed this Lease as of the date last written below.

**LESSOR:**

Monterey County Water Resources Agency

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

Ara Azhderian, General Manager

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

**LESSEE:**

Heartland Mark, LLC

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

Name: Wendy Hughes

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

**Approved as to Form:**

County Counsel

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

Chief Assistant County Counsel

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

**Approved as to Fiscal Provisions:**

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

County Auditor/Controller

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

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

Administrative Office

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

## **Exhibit A**

### **Grazing Land Management Plan - GLMP**

This Grazing Lands Management Plan (“GLMP”) establishes the minimum standards and expectations of the LESSOR for the responsible use, maintenance, and stewardship of LESSOR-owned lands leased for livestock grazing. The purpose of this GLMP is to provide clear guidance to all LESSEEs regarding the following required practices and procedures:

#### **Cattle Grazing Definition.**

The controlled use and management of cattle for the consumption of forage and vegetation within a designated area.

#### **Prohibited Uses.**

Camping: including any overnight occupancy, lighting of any campfires, events or other activities associated with camping, including but not limited to erecting of tents, parking of recreational vehicles, trailers, or other temporary structures.

Sport Hunting: hunting for sport is strictly prohibited on the property at all times.

Boating: including but not limited to installation of any ramp, dock, slip, or other such boating launch or mooring structures on the reservoir.

Fishing: unless LESSEE is given prior written approval from the LESSOR, no fishing is permitted in the reservoir from the Premises.

Clearing land: LESSEE shall not clear any portion of the land and shall not cut any standing trees on the land, without first obtaining the written approval from LESSOR.

Timber Cutting: LESSEE may only cut and remove dead fallen wood on AGENCY lands under the lease agreement, for the purpose of improving grazing and to reduce fuel levels for fire concerns. The cut wood is for personal use only and not for sale or trade. If LESSEEs are in need of labor assistance to cut wood they may request approval from the AGENCY prior to removal of any wood. All stumps, limbs and branches shall be stacked in a pile when cutting is complete.

Fire Season Limitations: LESSEE shall only cut and remove wood when fire season is over and

no fire concerns are present. The use of a CAL FIRE legal burn permit can be requested by LESSEE to the AGENCY first for approval prior to the issuance of a CAL FIRE burn permit for use on AGENCY lands.

Firearms: the discharge or shooting of any firearm, including but not limited to rifles, handguns, pistols, crossbows, or other projectile weaponry are not permitted on the premises at any time, for any purpose, except as approved in writing by LESSOR.

Trespass: LESSEE must report to the LESSOR any trespass or encroachment onto LESSOR property by an adjoining or neighbouring property owner as soon as LESSEE becomes aware of such activity.

No waste, nuisance, or unlawful use: Lessee shall not commit or permit others to commit waste on the premises. Lessee shall not maintain, commit, or permit the maintenance or commission of any nuisance on the Premises.

#### **Water Quality Protection.**

Grazing activities shall be managed to protect reservoir water quality, soil stability, and vegetation health. LESSEE shall adjust stocking rates, timing, and livestock distribution in response to forage conditions, weather, and fluctuating reservoir levels. Lands above the high-water mark (800 feet at Nacimiento Reservoir; 780 feet at San Antonio) are generally available for grazing, while lands below the high-water mark are variable, sensitive, and subject to reduced stocking, seasonal restrictions, or exclusion as directed by LESSOR. Livestock shall be removed from such areas when conditions warrant.

LESSEE shall limit livestock access to shoreline and riparian areas as necessary to prevent erosion, bank destabilization, and sediment or nutrient delivery to the reservoir, including through the use of fencing, herding, or other management practices.

LESSEE shall monitor site conditions and modify operations as needed to prevent water quality degradation. LESSOR may require additional or adaptive management measures, including exclusion areas, to protect reservoir resources.

#### **Use of Reservoir Water.**

Use of reservoir water for livestock shall be conducted in a manner that protects water quality, shoreline stability, and overall reservoir resources. Such use must be reasonable and shall avoid or minimize conditions that could degrade water quality, including excessive bank

disturbance, erosion, sedimentation, or concentration of livestock in sensitive shoreline areas. Livestock access shall be limited to designated or approved access points, if any, and managed to reduce impacts to reservoir shoreline and adjacent upland areas, particularly during periods of low water levels or when soils are saturated and more susceptible to damage.

#### **Use of Other Water Sources.**

If LESSEE has access to other water sources, that originate off of the Premises, then LESSEE must obtain written approval from LESSOR prior to the use of any external water source.

#### **Standards for fencing.**

Standards for installation, inspection, repair, and ongoing maintenance of all perimeter and interior fencing to ensure livestock containment, protection of LESSOR property, and prevention of trespass, shall be followed by LESSEE. The standards include:

Barbwire fencing: Shall be 4 strands barbed wire, bottom wire will be barb-free for animal safety. T-posts that are 1.33 pounds per foot by 6 feet tall shall be placed every 12 feet and driven 24 inches into the ground. Metal brace posts shall be constructed of 2-7/8-inch diameter pipe and must be driven 42 inches into the ground.

#### **Roads.**

LESSEE shall be responsible for maintaining roads, so they are passable in a four-wheel drive vehicle throughout lease duration. Vegetation in roadways shall be cleared by LESSEE to prevent fire danger by vehicles and equipment. Trees, limbs, and other woody vegetation encroaching into roadways shall be trimmed or removed as necessary to maintain safe and adequate vehicle access.

#### **Gates.**

LESSEE shall keep gates closed at all times. LESSOR shall install and maintain its own separate gate locks for access to Premises. LESSEE shall report any unknown locks or gate access issues to LESSOR immediately.

#### **Signage & Surveillance.**

General Signs: LESSEE shall not place signs or advertisements upon the Premises, except for directional, safety, or signs required by this Lease or by applicable law. At the expiration of the term hereof or any renewal or extension of this Lease, LESSEE will remove said signs and will repair any damage caused by such removal.

Grazing livestock notices: LESSOR will at no cost to LESSEE, provide signs regarding presence of grazing livestock in areas of public access. It shall be the responsibility of LESSEE to post and maintain all grazing signage and to notify the LESSOR of any need for replacement of signs.

Cameras/Surveillance: LESSEE shall provide written notice to LESSOR regarding the use and location of any cameras or surveillance devices installed on the leased premises. LESSOR reserves the right to install cameras or surveillance devices on the premises in a mutually agreed upon location and shall provide notice to LESSEE prior to installation.

**Livestock Control and Escapes.**

LESSEE shall maintain adequate control of livestock at all times and shall take all reasonable measures to prevent livestock from leaving the Premises. In the event livestock escape or are discovered outside the lease boundaries on adjacent lands, LESSEE shall make immediate efforts to locate and return such livestock and shall notify LESSOR's General Manager or designee within forty-eight (48) hours of becoming aware of the escape.

**Designated/Authorized Representative (Ranch Foreman).**

LESSEE is required to provide contact information for designated/authorized representative(s) and points of contact responsible for day-to-day grazing management and coordination with LESSOR staff.

Designated/authorized representative(s) must be qualified and experienced individuals in cattle grazing operations and shall be available to LESSOR by phone during regular business hours, and for emergencies after hours and weekends.

All designated/authorized personnel shall sign the GLMP acknowledging and agreeing that they have read, understand, and shall fully comply with the standards, requirements, procedures and terms set forth in the Grazing Lease and GLMP.

**Authorized Access List.**

Lessee shall annually, at the time rent is due, provide LESSOR a written list of all individuals authorized to access the Premises. Only those listed individuals may enter, and only through LESSOR-approved access points. LESSEE shall ensure compliance and promptly provide written updates for any changes.

**Lease subject to recreational use of reservoir.**

If any of the Premises is inundated by the waters stored in the reservoir, LESSEE shall allow the boating public free access over the inundated portions of the Premises. The boating public may also use the beaches immediately adjacent to the shoreline, during daylight hours, provided that LESSEE does not provide overland access to those beaches. If recreational use interferes with LESSEE's use of the property, or for other good reason, LESSOR may post any shoreline on the Premises as "off limits" to the general populace and post "No Trespassing" signs on shoreline a distance of no less than fifty (50) feet from the shore at no cost to LESSEE. At LESSEE's request, LESSOR shall provide LESSEE with "No Trespassing" signs, at no cost to LESSEE, citing California Penal Code section 602.

**Notification to Lessor.**

LESSEE shall maintain timely communication with LESSOR regarding operational activities and any conditions that may affect LESSOR's lands, resources, or infrastructure. Such communication shall include, but not be limited to, maintenance needs, incidents or emergencies, interactions with the public (including recreational patrons), contacts with law enforcement or regulatory agencies (including environmental health), and any other noteworthy events occurring on the Premises. LESSEE shall promptly notify LESSOR of any situation requiring attention or response and provide follow-up information as reasonably requested.

**Acknowledgment.**

By signing below, LESSEE hereby acknowledges, represents, and agrees that it has read, understands, and shall fully comply with the standards, requirements, and procedures set forth in this Grazing Lands Management Plan. LESSEE further acknowledges and agrees that failure to comply with any provision of this GLMP shall constitute a material breach of the Lease and may result in termination of the Lease and any other remedies available to the AGENCY under the Lease or applicable law.

LESSEE Signature: \_\_\_\_\_

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

Printed Name: Wendy Hughes

Representative Signature: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

## **EXHIBIT B**

### **Start-Up Tasks**

#### **Grazing Lease No. 5**

The following start-up tasks constitute mandatory conditions of this Lease and shall be completed by the LESSEE within the timeframes set forth herein. These requirements are established to ensure compliance with all applicable laws, regulations, and Agency policies, and to facilitate the orderly, safe, and effective implementation of grazing operations on Agency lands. The Agency reserves the right to withhold authorization for livestock operations, restrict access to the leased premises, or take other appropriate administrative action in the event the LESSEE fails to satisfy any of the requirements within the specified timeframes.

**1. Mandatory Lease Implementation & Compliance Meeting**

The Lessee shall attend an in-person Lease Implementation and Compliance meeting, to be scheduled for **November 2, 2026**, to conduct a review and discussion of lease expectations, applicable rules, policies and related requirements.

**2. Rent Payment**

Rent payment must be submitted on the day of lease execution.

**3. Insurance Certificate**

LESSEE is solely responsible for obtaining and submitting the required insurance certificate and all associated endorsements to the Grazing Lease Administrator within thirty (30) days of lease execution.

**4. Designated/Authorized Representatives**

LESSEE is required to provide contact information for designated/authorized representatives to the Grazing Lease Administrator, upon lease execution as outlined in Exhibit A – Grazing Land Management Plan (GLMP).

Within thirty (30) days of Lease execution, the LESSEE and all designated personnel, including any foreman or individuals responsible for on-site grazing operations, shall review, acknowledge, and execute the GLMP. Execution of the GLMP shall constitute written confirmation that the LESSEE and all designated personnel have read,

understand, and agree to comply with all applicable terms, conditions, and operational requirements set forth therein.

**5. Lease Access**

The LESSEE must provide the Agency with the keys, lock combinations, or codes to all access points associated with the lease as shown in **Exhibit C (Description of Premises)** within thirty (30) days of lease execution.

**6. Grazing Land Initial Assessment**

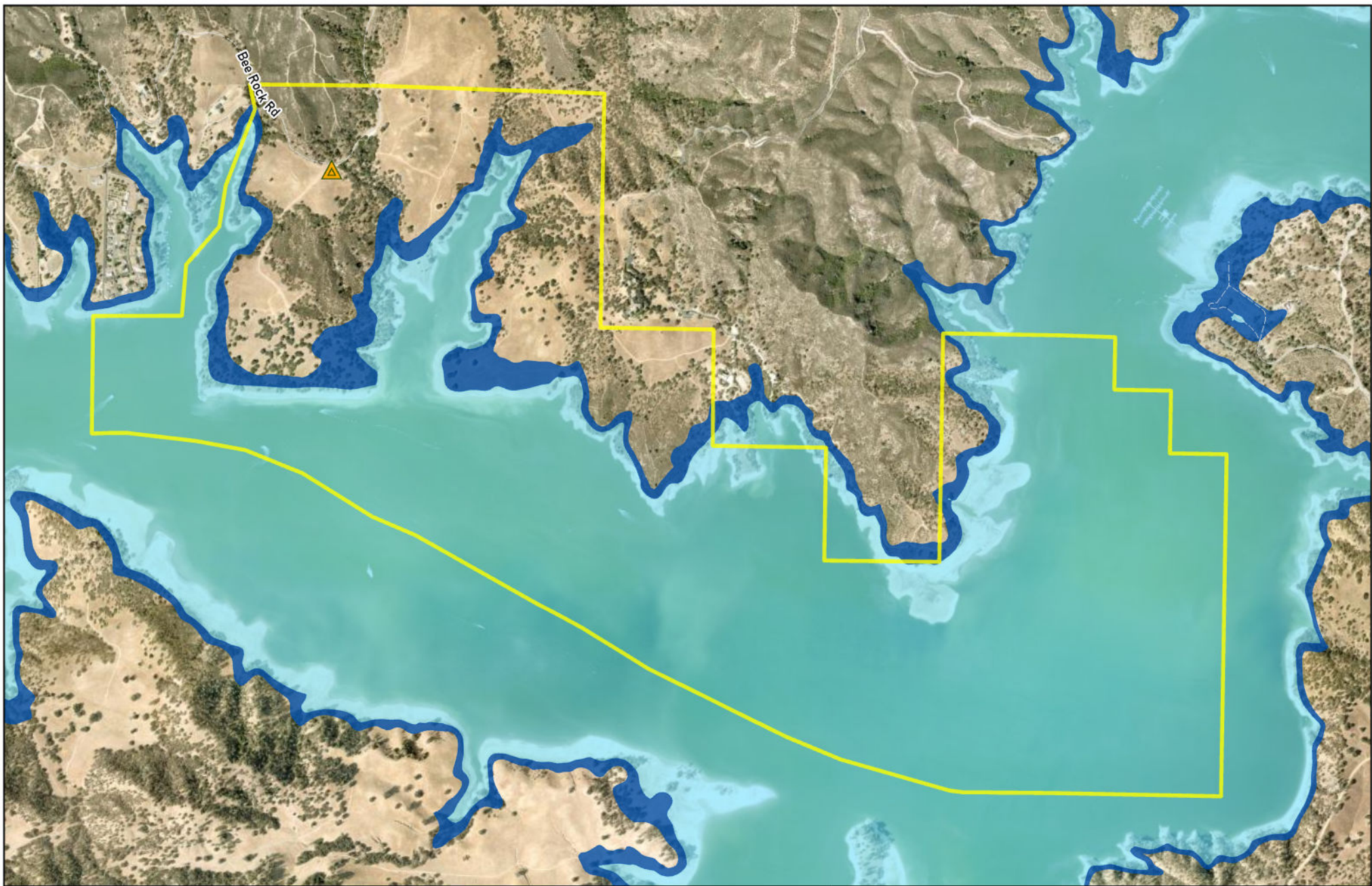
LESSEE shall submit any grazing land questions, observations, or concerns in writing to the Grazing Lease Administrator. LESSEE may request an on-site meeting with Agency staff to review grazing operations, management expectations, site conditions, and any questions or concerns related to the Lease or Grazing Lease Management Plan (GLMP) within thirty (30) days of lease execution.

**EXHIBIT C**  
**Description of Premises – Nacimiento Lease 5**

Within those portions of property owned by the MONTEREY COUNTY WATER RESOURCES AGENCY adjacent to the NACIMIENTO RESERVOIR; parcels and/or portions of parcels located within Monterey County or San Luis Obispo County, as depicted on the map attached hereto as Exhibit “C”.

Grazing Lease 5 Contains approximately 1103 total acres, 263 acres above the high water line and 840 acres below the high water line.  
In case of a discrepancy between words and figures, the words shall prevail.

San Luis Obispo County Assessor Parcel Number: Parcels and/or portion of parcels;  
080-072-010-000, 080-072-011-000, 080-081-001-000, 080-081-004-000 (portion), 080-081-003-000 (portion), 080-081-011-000 (portion), 080-081-013-000, 080-081-005-000



**Grazing Lease 5**  
**Nacimiento Reservoir**  
 L5-SA

**Legend**

- |                |                            |
|----------------|----------------------------|
| Lease Boundary | 825-Foot Floodage Easement |
| Gate Access    | 800-Foot High Water Mark   |



0 750 1,500 2,250 3,000  
 Feet



Monterey County  
 Water Resources Agency  
 Date : 4/1/2026

**EXHIBIT D**  
**Schedule of Fees and Expenses**

| Name                            | Purpose                                                                                                                                                                                                                                                                  | Amount/Rate                                                                               |
|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| <i>Non-compliance</i>           | A fee will be assessed for each additional inspection or follow-up required to address deficiencies, including but not limited to untimely or incomplete LESSEE reporting, failure to meet documentation requirements, or issues identified during an annual inspection. | Flat fee: \$250 per inspection or correspondence required                                 |
| <i>Late Charge</i>              | Assessed on balances 30 days after they come due.                                                                                                                                                                                                                        | Ten percent (10%) of the overdue amount                                                   |
| <i>Lease Violation (Breach)</i> | A contractual penalty assessed when breaches of lease occur.                                                                                                                                                                                                             | First breach: \$500<br><br>Second breach: \$1,000<br><br>Third breach: Termination        |
| <i>Property Clean-Up Fee</i>    | Fee for clean-up, such as pollution, dumping, abandoned Property                                                                                                                                                                                                         | Actual costs of clean-up and all staff time, plus ten percent (10%)<br>Administrative Fee |

**EXHIBIT E**  
**Special Conditions of Premises**

Nacimiento Lease 5

No additional lease-specific provisions apply to this Lease.

## **EXHIBIT F**

### **Request for Improvement**

Only improvements expressly approved in advance by LESSOR may be eligible for reimbursement as set forth.

Lease Improvement Definition: “Lease Improvements” mean any alteration, addition, or installation that materially changes or enhances the Premises beyond routine maintenance or repair, including but not limited to new structures, facilities, or infrastructure.

1. **Reimbursement Eligibility.** Certain improvements are subject to reimbursement. To receive an eligible reimbursement, the proposed improvements AND the maximum amount to be reimbursed must both be approved in writing by the Grazing Lease Administrator prior to commencement of improvement. The amount to be reimbursed will be applied only to permanent improvements.
2. **Improvement Request.** Prior to any improvements commencing, LESSEE shall make an improvement plan(s) request, submitted to the Grazing Lease Administrator via email, and shall include:
  - a. A description of the improvements, standard specifications or typical detail, and location map;
  - b. A complete list of all estimated costs for materials and labor to complete the project;
  - c. Any permits required and whether any other Agency approval is needed in order to complete the project;
  - d. Estimated start and completion dates for the project; and
  - e. Any annual maintenance costs needed after the project is completed.Eligibility for reimbursement will be determined at the time of approval.
3. **Approval.** The Grazing Lease Administrator shall review all requests and will respond in writing whether the request is approved or denied and may include additional requirements.
4. **Completion Notice.** Once the improvements are complete, the LESSEE notifies the LESSOR and provides all necessary documents, including all invoices for services and supplies and photos of completed work.

LESSEE shall not offset or deduct any repair costs from rent except as expressly approved by LESSOR.

5. **Improvements stay with the land.** All improvements approved and reimbursed under this Lease Agreement shall be maintained and stay with the land after lease termination.

## **EXHIBIT G**

### **Request for Repair**

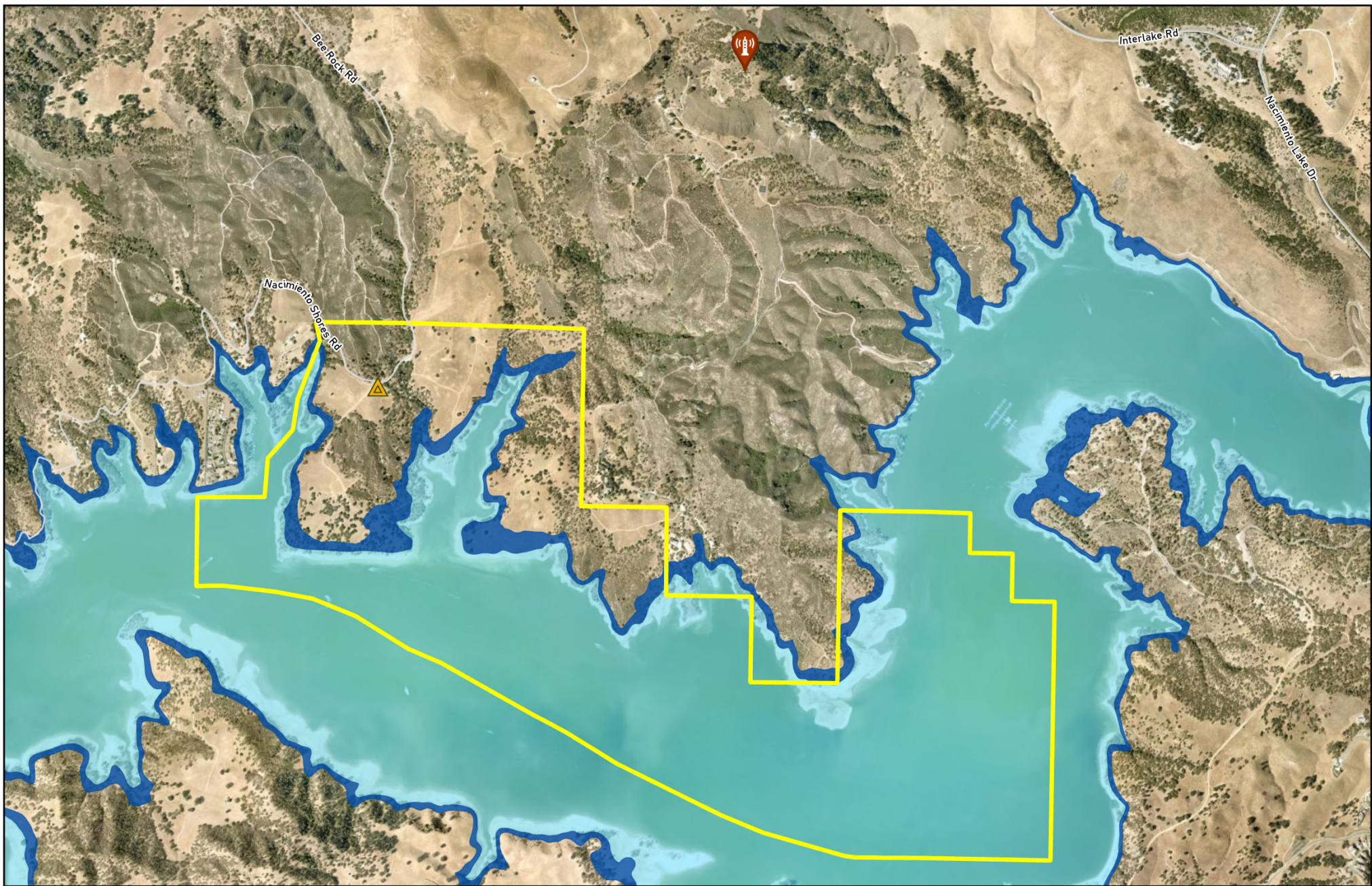
Only repairs expressly approved in advance by LESSOR may be eligible for reimbursement as set forth.

Repair Definition: "Repair" means work performed to restore an existing improvement to its original condition or functionality without materially altering its design, capacity, or useful life.

1. **Reimbursement Eligibility.** Certain repairs are subject to reimbursement. To receive an eligible reimbursement, the proposed repairs AND the maximum amount to be reimbursed must both be approved in writing by the Grazing Lease Administrator prior to commencement of repair. The amount to be reimbursed will be applied only to permanent repairs.
2. **Repair Request.** Prior to any repairs commencing, LESSEE shall make a repair request, submitted to the Grazing Lease Administrator via email, and shall include:
  - a. A description of the repair(s), standard specifications or typical detail, and location map;
  - b. A complete list of all estimated costs for materials and labor to complete the repair;
  - c. Any permits required and whether any other Agency approval is needed in order to complete the repair;
  - d. Estimated start and completion dates for the repair; and
  - e. Any annual maintenance costs needed after the repair is completed. Eligibility for reimbursement will be determined at the time of approval.
3. **Approval.** The Grazing Lease Administrator shall review all requests and will respond in writing whether the request is approved or denied and may include additional requirements.
4. **Completion Notice.** Once the repair(s) are complete, the LESSEE notifies the LESSOR and provides all necessary documents, including all invoices for services and supplies and photos of completed work.

LESSEE shall not offset or deduct any repair costs from rent except as expressly approved by LESSOR.

5. **Repairs Stay With the Land.** All repairs approved and reimbursed under this Lease Agreement shall be maintained and stay with the lands as a fixture after lease termination.



**Grazing Lease 5**  
**Nacimiento Reservoir**  
 L5-SA

**Legend**

- |                                                                                                    |                                                                                                                |
|----------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
|  Lease Boundary |  825-Foot Floodage Easement |
|  Gate Access    |  800-Foot High Water Mark   |
|  Pinball Tower  |                                                                                                                |



0 1,000 2,000 3,000 4,000  
 Feet



Monterey County  
 Water Resources Agency  
 Date : 8/7/2026

## AGREEMENT

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026 between, Heartland Mark, LLC (“Lessor”), and the County of Monterey, a political subdivision of the State of California (“Lessee”). Lessor and Lessee may be referred to collectively as the “Parties” or singularly as a “Party”.

WHEREAS, Lessor has under its control a certain piece of property described within Exhibit A - Legal Description of the Property Site Plan, also referred to as Assessor’s Parcel Number 080-037-006 and;

WHEREAS, Lessee desires to install, operate, and maintain a radio transmitter and receiving station at said location for the purpose of extending and improving their two-way radio communication in the area hereinafter called Pinball Radio Site and;

WHEREAS, Lessor wishes to allow Lessee to occupy such space and operate its radio equipment in accordance with the terms and conditions hereinafter set forth and to provide access to the site as described in Exhibit B - Pinball Radio Site Access Road;

WHEREAS, the Pinball Radio Site and the Pinball Radio Site Access Road are hereinafter referred to as the Premises.

NOW, THEREFORE, the Parties agree as follows:

1. **Lease Term:** Lessee shall have the right to install, operate, and maintain all Lessee equipment, including tower and shelter, located at the existing footprint of Pinball Radio Site for a period of twelve (12) years and two (2) months from September 1, 2024, through October 31, 2036 (the “Term”). However, in the event that Heartland Mark LLC is not granted a 10-year sole source lease for the Monterey County Water Resources Agency Nacimiento Grazing Lease #5 by November 1, 2026, on terms acceptable to Heartland Mark LLC on a commercially reasonable basis, the Agreement will become subject to termination by either party, with or without cause, within sixty (60) days’ notice in writing. In the event the lease is terminated by either party, in accordance with the terms herein, Lessee shall be required to remove all of Lessee’s property, including the shed, antennas and any other property installed by the County within 30 days of the termination date. This agreement shall be automatically self-renewing each fiscal year on November 1<sup>st</sup> of each year, starting year 3, until the completed twelve-year period ending October 31, 2036. In the event of an early termination, no pro-rata lease refund shall be issued to Lessee.
2. **Lease Fee:** Lessee shall pay Lessor annually before November 1st, in advance for each fiscal year the amounts shown in Exhibit C - Annual Payment Schedule. Year 1

(\$25,000) and Year 2 (\$30,041.67) are due immediately to account for retroactive payments. For every successive year of the Agreement, the lease payment shall be adjusted annually based on a three percent (3.0%) escalator.

3. **Site Access:** Lessee shall have the right to access the Premises for the sole purpose of installing and maintaining said radio equipment on existing footprint. All travel over the Premises shall be in strict accordance with regulations established by Lessor. Lessee will provide prior notification to Heartland Mark LLC Ranch Manager of visits to the Pinball site by Monterey County employees. Lessee acknowledges the hazardous conditions of the roads on the Premises and assumes the risk of all hazards related to those conditions for the duration of the lease.
4. **Site Inspections:** Annual supervised inspections are required to ensure the Pinball Radio Site is maintained and kept in good, safe working conditions. Lessee must inspect the Pinball Radio Site on an annual basis to ensure safe conditions. Inspections may be scheduled by providing Lessor with at least forty-eight (48) hours' notice. Lessor maintains the right to attend any inspections.
5. **Site Access Road & Gate Maintenance:** The annual lease fee covers the maintenance and repair of the Pinball Radio Site Access Road and Gate throughout the term of this Agreement.
6. **Capital Project Major Repair to Access Road:** Lessor and Lessee agree to complete a capital improvement on the Pinball Radio Site Access Road on such terms as are mutually agreed to by the parties. Lessee will reimburse Lessor fifty per cent (50%) of agreed to amount to repair the road subject to Lessor's submittal of documentation supporting actual expenditures. This project will commence on a date mutually agreed to by Lessee and Lessor.
7. **Utility Fee:** Lessor shall pay for Pacific Gas and Electric (PG&E) utilities directly at the commencement of Year 3 of the Term. In exchange, Lessee will agree to pay an annual five thousand and 00/100 dollars (\$5,000) utility fee for the remainder of the Term. The Lessee shall work with PG&E to re-assign ownership of the meter to the Lessor. The Lessee has the option to construct its own meter with PG&E in the future, whereas the Lessor shall review and approve all related construction documents such as drawings, plans, and permits prior to any construction activities. The Lessee would be responsible for coordinating and acquiring all related permits in compliance with jurisdictions having authority. At any time, any Party can request a meet and confer as it relates to the share of cost of utilities if it determined by any Party that the agreed upon share of cost shall be revisited due to a planned or unforeseen change.

8. **Radio Frequency (RF) Interference:** Lessee agrees to install, maintain, and operate its equipment in accordance with Federal Communications Commission rules and regulations and in accordance with the highest engineering standards prevailing in the communications industry. In the event said equipment causes interference to any radio or television sets on Lessor's property, it shall be the responsibility of Lessee to eliminate such interference.
9. **Radio Frequency (RF) Exposure Limits:** Lessee will provide an environmental RF exposure report capturing the existing radio systems and proposed microwave system impact to adjacent areas. Such reports shall be maintained and provided for any future additions or modifications to the site tower and radio system subject to Lessor's approval prior to installation/modifications.
10. **Hazardous Materials/Site Contents:** Lessee shall not keep on the Premises any item of dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company. Lessee shall hold harmless and indemnify the Lessor from all claims and liability arising from any applicable health related or environmental laws and originating from the operation and or installation of said radio equipment.
11. **Permits:** Lessee agrees to apply for all applicable permits relating to the construction, operation, and maintenance of said radio equipment within the existing footprint at Lessee's expense. Lessee shall hold harmless and indemnify the Lessor from all claims and liability arising from or in connection with the omission of said permits.
12. **Proof of Insurance:** Lessor and Lessee agree that each shall bear its own costs and assume liability for damage to the Premises and injury to people arising from the negligent acts or omissions of its officers, agents, and employees when acting within the scope of their employment and holds harmless and indemnifies each other from all claims and liability arising from such negligent acts or omissions. Costs for damage and injury arising from acts or omissions of third persons shall be borne by Lessor or Lessee respectively as to its own property. Lessee shall provide proof of self-insurance annually or as requested by the Lessor. In all circumstances, the Shelter shall be properly insured and licensed, with coverage for both Lessee and Lessor consistent with the terms of this Agreement.

13. **Counterparts:** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1) and the same Agreement.
14. **Consent to Use Electronic Signatures:** The Parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Lease. The Parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C Section 7001 et seq.; California Government Code Section 16.5; and California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the Parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF) which may be delivered by mail, E-Mail, or Facsimile.
15. **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by Lessee and Lessor.
16. **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of Lessee and Lessor under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the Parties and their respective successor, permitted assigns, and heirs.
17. **Authority:** Any individual executing this Agreement on behalf of Lessee or Lessor represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such Party and bind the Party to the terms and conditions of this Lease.
18. **Notice:** Notice under this contract shall be sent to the Parties at the addresses as set forth below. Notice shall be deemed effective upon delivery if personally delivered, upon transmission if sent by email, and on the third day after mailing.

LESSEE: County of Monterey  
County: Information Technology Department - Finance  
Address 1590 Moffet St. Salinas, CA 93905  
Phone: (831) 796-1490  
Email: Wellska@countyofmonterey.gov

LESSOR: Heartland Mark LLC C/O Gelfand Rennert and Feldman  
Address: 1600 West End Ave, Suite 900 Nashville TN 37203  
Phone: (310) 924-5937  
Email: wendy@wmhmanagement.com

- 19. Mediation:** In the event of a dispute between the parties, the parties agree to first submit to mediation with a mutually agreed-upon mediator prior to filing or initiating any legal action with a court of competent jurisdiction, and to mediate any dispute in good faith. The parties agree that any applicable statute of limitations will be tolled during the period between when mediation is first requested by either party and when that mediation occurs. The parties agree to share the costs of the mediator equally and bear their own legal costs in any such mediation.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates appearing below their respective signatures:

**LESSEE  
COUNTY OF MONTEREY**

**LESSOR  
HEARTLAND MARK, LLC**

By: \_\_\_\_\_  
Name: Eric A. Chatham  
Title: Chief Information Officer

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

**Approved as to Form  
Office of the County Counsel  
Susan K. Blitch, County Counsel**

By: \_\_\_\_\_  
Name: Samuel Beiderwell  
Title: Deputy County Counsel  
Date: \_\_\_\_\_

\_\_\_\_\_  
User's Name

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Approved as to Fiscal Provisions:  
Enedina Garcia, Auditor-Controller**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Approved as to Indemnity and Insurance Provisions  
Office of the County Counsel-Risk Management  
Susan K. Blitch, County Counsel**

By: \_\_\_\_\_  
Name: David Bolton  
Title: Risk Manager  
Date: \_\_\_\_\_

\*

INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

- 1) Approval by County Counsel is required
- 2) Review by Risk Management is necessary only if changes are made in Indemnification or Insurance paragraphs

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF PROPERTY SITE PLAN**

The land described herein is situated in the State of California, County of San Luis Obispo, City of Paso Robles, described as follows: That portion of the Northwest  $\frac{1}{4}$  of the Northwest Section 8, lying South of the South line of Interlake County Road, said property being in Township 25 South, Range 10 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said land, returned to the General Land Office by the Surveyor General.

Excepting 25 % of all oil, gas and mineral rights in and to said real property, as reserved in deed dated March 26, 1974 and recorded May 22, 1974 in Book 1780, Page 200 of Official Records.

APN: 080-037-006

## EXHIBIT B – PINBALL RADIO SITE ACCESS ROAD



### EXHIBIT C- ANNUAL PAYMENT SCHEDULE

| Lease Period                                  | <sup>1</sup> Annual Lease Fee (includes Road Maintenance) | Annual Utility Fee | <sup>2</sup> Annual Grand Total | Notes                                                                                                                                                                                                                         |
|-----------------------------------------------|-----------------------------------------------------------|--------------------|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Year 1 Period 9/1/24-8/30/25                  | \$25,000                                                  | N/A                | \$25,000                        | RETRO: Utilities paid for by County ITD Site Fees                                                                                                                                                                             |
| Year 2 Period 9/1/25-10/31/26                 | \$30,041.67                                               | N/A                | \$30,041.67                     | RETRO: 3% Escalator applied + 2 Months for NEW Auto Renewal Date 11/1 each year thereafter; Utilities paid for by County ITD Site Fees<br>Year 2 = (\$25K x 1.03) = \$25,750 /12 = \$2,145.83/mth x 14 months --> \$30,041.67 |
| Year 3 Period 11/1/26-10/31/27                | \$26,522.50                                               | \$5,000            | \$31,522.50                     | 3% Escalator applied to annual cost \$25,750; Utilities Transfer to Owner                                                                                                                                                     |
| Year 4 Period 11/1/27-10/31/28                | \$27,318.18                                               | \$5,000            | \$32,318.18                     | 3% Escalator applied to Lease                                                                                                                                                                                                 |
| Year 5 Period 11/1/28-10/31/29                | \$28,137.72                                               | \$5,000            | \$33,137.72                     | 3% Escalator applied to Lease                                                                                                                                                                                                 |
| Year 6 Period 11/1/29-10/31/30                | \$28,981.85                                               | \$5,000            | \$33,981.85                     | 3% Escalator applied to Lease                                                                                                                                                                                                 |
| Year 7 Period 11/1/30-10/31/31                | \$29,851.31                                               | \$5,000            | \$34,851.31                     | 3% Escalator applied to Lease                                                                                                                                                                                                 |
| Year 8 Period 11/1/31-10/31/32                | \$30,746.85                                               | \$5,000            | \$35,746.85                     | 3% Escalator applied to Lease                                                                                                                                                                                                 |
| Year 9 Period 11/1/32-10/31/33                | \$31,669.25                                               | \$5,000            | \$36,669.25                     | 3% Escalator applied to Lease                                                                                                                                                                                                 |
| Year 10 Period 11/1/33-10/31/34               | \$32,619.33                                               | \$5,000            | \$37,619.33                     | 3% Escalator applied to Lease                                                                                                                                                                                                 |
| Year 11 Period 11/1/34-10/31/35               | \$33,597.91                                               | \$5,000            | \$38,597.91                     | 3% Escalator applied to Lease                                                                                                                                                                                                 |
| Year 12 Period 11/1/35-10/31/36               | \$34,605.85                                               | \$5,000            | \$39,605.85                     | 3% Escalator applied to Lease                                                                                                                                                                                                 |
| <b>12-Year &amp; 2 Month Term Lease Total</b> | <b>\$359,092.41</b>                                       | <b>\$50,000</b>    | <b>\$409,092.41</b>             |                                                                                                                                                                                                                               |



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

**BOARD ORDER No. 26-032**

RECOMMEND THE MONTEREY COUNTY WATER RESOURCES )  
AGENCY BOARD OF SUPERVISORS APPROVE A GRAZING LEASE )  
AGREEMENT WITH HEARTLAND MARK LLC IN THE AMOUNT OF )  
\$28,672 FOR YEAR ONE INCREASING ANNUALLY BY 2.5-PERCENT, )  
FROM NOVEMBER 1, 2026, THROUGH OCTOBER 31, 2036, FOR )  
GRAZING LANDS LOCATED AT THE NACIMIENTO 5 LEASE AREA; AND )  
B) AUTHORIZE THE GENERAL MANAGER OF THE AGENCY TO )  
EXECUTE THE LEASE AGREEMENT, SUBJECT TO APPROVAL AS TO FORM )  
BY THE COUNTY COUNSEL'S OFFICE. )

Upon motion of \_\_\_\_\_, seconded by \_\_\_\_\_, and carried out by those members present, the Board of Directors hereby:

1. Recommends the Monterey County Water Resources Agency Board of Supervisors Approve a Grazing Lease Agreement with Heartland Mark LLC in the amount of \$28,672 or year one increasing annually by 2.5-percent, from November 1, 2026, through October 31, 2036, for grazing lands located at the Nacimiento 5 lease area; and; authorize the General Manager of the Agency to execute the lease agreement, subject to approval as to form by the County Counsel's Office.

PASSED AND ADOPTED on this **17th** day of **August 2026**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

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BY: Matthew Simis, Chair  
Board of Directors

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ATTEST: Ara Azhderian  
General Manager



# County of Monterey

## Item No.5

### Board Report

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

Legistar File Number: WRAG 26-252

August 17, 2026

Introduced: 8/11/2026

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

- a) Approve a Professional Services Agreement with GEI Consultants, Inc. for a total contract amount not to exceed \$939,541 for environmental consulting services work related to the San Antonio Dam Spillway Replacement Project and the Nacimiento Dam Plunge Pool Erosion Control Project; and
- b) Authorize the General Manager to execute the agreement and amendments up to the total dollar amount. (Staff: Shaunna Murray)

#### RECOMMENDATION:

Monterey County Water Resources Agency Board of Directors:

- a) Approve a Professional Services Agreement with GEI Consultants, Inc. for a total contract amount not to exceed \$939,541 for environmental consulting services work related to the San Antonio Dam Spillway Replacement Project and the Nacimiento Dam Plunge Pool Erosion Control Project; and
- b) Authorize the General Manager to execute the agreement and amendments up to the total dollar amount.

#### SUMMARY/DISCUSSION:

In April 2026, the Agency released a Request for Qualifications (RFQ) No. 2026-001 and Addendum No.1 (attachment 1) for a firm to provide environmental consulting services for two critical projects, the San Antonio Dam Spillway Replacement and the Nacimiento Dam Plunge Pool Erosion Control Project, allowing for the safe long-term operation of the Agency's reservoirs. Numerous responses to the RFQ were received and GEI Consultants, Inc. was selected for the two projects.

The Scope of Work for the San Antonio Spillway Replacement Project includes development of the project description, conducting an initial study and notice of preparation, performing necessary studies, developing a permitting strategy, and all phases of the CEQA process including the Final Environmental Impact Report. The permitting strategy is anticipated to be complete by March 2027 and the CEQA activities by November 2027. The costs of these tasks total \$464,404.

The Scope of Work for the Nacimiento Plunge Pool Project includes development of the project description, conducting an initial study, performing necessary studies, all phases of the CEQA process, and developing the necessary permitting application packages. The CEQA activities are anticipated to be completed by October 2027 and the permitting applications by December 2027. The costs of these tasks total \$436,131 with two optional tasks identified for an additional \$39,410.

The Professional Services Agreement (attachment 2) includes non-standard terms as well as the scope of work describing the range of activities that are proposed for each project. The proposed total contract amount is \$900,535 with an optional amendment to include the two optional tasks for the Nacimiento Project, bringing the authorized total to \$939,945.

OTHER AGENCY INVOLVEMENT:

California Department of Water Resources. The County Counsel's Office has reviewed the agreement as to form.

FINANCING:

These activities are included in the approved FY27 Agency budget in Fund 1503 and are funded through the State's Department of Water Resources SB104 grant agreement.

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

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

Attachments:

1. Request for Qualifications (RFQ) No. 2026-001 and addendum
2. DRAFT Professional Services Agreement with GEI Consultants, Inc.



# County of Monterey

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

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

Attachments:

1. Request for Qualifications (RFQ) No. 2026-001 and addendum
2. DRAFT Professional Services Agreement with GEI Consultants, Inc.

Monterey County Water Resources Agency  
RFQ 2026-001  
**Addendum No. 1**  
May 20, 2026

1. SOQ Deadline Extension:

The Monterey County Water Resources Agency (MCWRA or Agency) is extending the deadline for Statements of Qualifications (SOQs) for RFQ No. 2026-001 from Friday May 29, 2026 to **Monday, June 15, 2026 at 9 am PST.** All SOQs must be submitted electronically to [HardenE@countyofmonterey.gov](mailto:HardenE@countyofmonterey.gov) and [MCWater@countyofmonterey.gov](mailto:MCWater@countyofmonterey.gov).

2. The updated Schedule of Events is as follows:

This is the planned schedule, all in PST:

|                                                     |                                          |
|-----------------------------------------------------|------------------------------------------|
| Release of RFQ                                      | April 16, 2026                           |
| Deadline for Written Questions                      | May 8, 2026 by 5:00 p.m.                 |
| Responses to Questions                              | May 20, 2026                             |
| <b><i>Proposals are Due</i></b>                     | <b><i>June 15, 2026 at 9:00 a.m.</i></b> |
| <b><i>Interviews (if held)</i></b>                  | <b><i>July 1 – July 10, 2026</i></b>     |
| <b><i>Negotiation of Contract Terms</i></b>         | <b><i>July 2026</i></b>                  |
| <b><i>Agency Committees/ Board of Directors</i></b> | <b><i>August 2026</i></b>                |
| <b><i>Notice to Proceed</i></b>                     | <b><i>September 1, 2026</i></b>          |

All dates are subject to change at the discretion of MCWRA

3. Questions received (Q) and Answers (A):

Q1: Can the resumes be submitted as an appendix and excluded from the 20- or 30-page limit? If this is not permissible, would concise summaries of the proposed personnel's experience be acceptable?

*A1: The SOQ should clearly identify the Project Manager and other key personnel within the body of the SOQ. Resumes may be included as appendices and be excluded from the 20-30 page count. Resumes shall not exceed two pages per person.*

Q2: Reference Projects: For projects where proposers have provided multiple services and may be providing ongoing services (e.g., construction management), should the start and end dates align with the time period for CEQA/NEPA review?

*A2: Please limit the relevant experience dates to the CEQA/NEPA and permitting phases.*

Q3: Project Manager experience: Would it be acceptable for the Project Manager to have 10 years of experience managing heavy civil construction projects that are not specifically related to water conveyance facilities?

*A3: No. "CONTRACTOR's project manager, including any subsequent project managers, shall have a minimum of ten (10) years' experience in managing the environmental compliance and approvals of heavy civil construction projects **involving** water conveyance facilities."*

Q4: For San Antonio Dam Spillway Replacement, tasks 3.14 and 3.15 seem to conflict. Should the consultant propose likely permits and estimated cost for obtaining permits and other approvals, or would that scoping happen once the regulatory needs are better understood?

*A4: Task 3.14 was intended as an identification phase, i.e., identify permit requirements and provide general approach. Optional Task 3.15 is intended to implement permit applications (prepare, submit and support MCWRA in obtaining permits).*

Q5: For the San Antonio Dam project, please confirm that a NEPA scope, cost, and schedule is not being requested at this time.

*A5: Until a federal lead agency is identified, this task cannot be scoped; however, Contractor should demonstrate experience with NEPA and federal agency process.*

Q6: For the San Antonio Dam project, for purposes of developing a cost estimate, which topics should we assume will be evaluated in the EIR?

*A6: A list of specific topics was not included since 1) a qualified Contractor should be able to identify likely potential impacts of the Projects based on supplemental info provided, and 2) it is stated the Contractor will need to prepare a CEQA checklist (Task 3) which will be based on Appendix G "to identify the preliminary scope and content of the EIR."*

Q7: For the San Antonio Dam project, please confirm the deliverables for Task 3.6 should include a Screen check Draft EIR and Public Draft EIR, per the description above the deliverables list.

*A7: Yes, as noted under task 3.6, it is expected that a screen check Draft EIR will be provided for review (electronic format only) and will be followed by the public Draft EIR. Please note that both should be ADA compliant.*

Q8: For the San Antonio Dam project, please confirm the deliverables for Task 3.9 should include a Screen check Final EIR and Public Final EIR, per the description above the deliverables list.

*A8: Yes, Task 3.9, it is expected that a screen check Final EIR will be provided for review (electronic format only) and will be followed by the Public Final EIR. Please note that both should be ADA compliant.*

Q9: For the San Antonio Dam project, please confirm that the environmental consultant is expected to develop cost estimates for mitigation measures, and how detailed those estimates need to be. Typically this is done by the design team or cost estimator.

*A9: Some mitigation measures will require engineering expertise. Mitigation cost estimates should be limited to biological, cultural and similar. Collaboration and coordination with the design team is expected within this task for items requiring engineering cost estimates.*

Q10: For the Nacimiento Dam project, please confirm “environmental documents” include an NOP, Initial Study, Draft EIR, Final EIR, MMRP, Findings, SOC (if needed), and NOD, similar to the San Antonio Dam project. Many of these documents are not explicitly listed in the scope or deliverables.

*A10: The RFQ states "the Agency will require assistance in determining an approach to the CEQA analysis as well as the level of documentation that will be required to support Agency decision makers as well as responsible, cooperating, and other agencies with discretion over the project."*

Q11: For the Nacimiento Dam project, should the consultant include likely permits and estimated cost for obtaining permits and other approvals as part of this proposal, or would that scoping happen once the proposer is under contract and the regulatory needs are better understood?

*A11: “Proposers shall identify permits and approvals that will **likely** be required, a strategy for obtaining permits, and an estimated cost for preparing applications and obtaining the permits and other approvals.”*

*The Nacimiento Project Task 3.14 was intended to identify permit requirements, provide general approach, and to implement permit applications (prepare, submit and support MCWRA in obtaining permits).*

*This is different than the San Antonio Scope where there is a separation of an identification task (Task 3.14) and an optional task (Task 3.15) for implementation of permit applications.*

Q12: For the Nacimiento Dam project, if an Initial Study is desired to scope the EIR, which topics should we assume will be evaluated in the EIR, for cost estimation purposes?

*A12: The RFQ states that "The AGENCY will rely on the expert knowledge of the CONTRACTOR to ensure that all probable environmental effects of this project are adequately identified and addressed in the environmental document. The analysis will*

*consider, at a minimum, each environmental resource topic included in Appendix G of the CEQA Guidelines, carrying forward those that are relevant to the project in the environmental documentation.*

Q13: For the San Antonio Dam project, please confirm that a NEPA scope, cost, and schedule is not being requested at this time.

*A13: Please demonstrate expertise now, scope and cost will be determined at a later time.*

Q14: Is the contract expected to be a time & materials contract or fixed fee contract?

*A14: The contract is expected to be task based and therefore, time and materials by task as described and outlined in the scope of work.*

Q15: Is invoicing expected to be standard time & materials billing or on a percent complete billing basis?

*A15: Please see response A14.*

Q16: Can you provide a list of what other technical reports that have been done? Do you have Geotech and Hydrology/Drainage studies?

*A16: Please see Exhibit B, Technical References for information regarding existing studies and needed studies related to each project. The Agency has all historical reports completed to date for each facility; however, that information is deemed critical infrastructure information and will only be shared with the selected consultant.*

Q17: On page 8 of the RFP under Proposal Format Guidelines, it indicates "Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of each team member, but excluding Index/Table of Contents, tables, charts, graphic exhibits, and Appendices." Is the inclusion related to the page count or the font size?

*A17: SOQ **typed content** shall not exceed the equivalent of 20 typed pages with 12-point font size. Pages/sections that will not be counted against this page number maximum are Index/Table of Contents, tables, charts, graphics, exhibits, and Appendices. Resumes may be included as appendices per Q1 and A1 of this Addendum, but shall not exceed two pages per person.*

Q18: On page 9 under Staffing, it requests the anticipated hours of service of each individual. Is this information to be included in this section in addition to the Cost Proposal?

*A18: Yes. Per the Evaluation Criteria, the Cost Proposal is scored independently.*

4. ADA Compliance

All deliverables for both the San Antonio Project and Nacimiento Project shall be ADA compliant at time of submission to the Agency.

5. San Antonio Spillway Replacement Project

The San Antonio Spillway Replacement Project proposed design configuration has not been accepted by Division of Safety of Dams.

# **MONTEREY COUNTY WATER RESOURCES AGENCY**

## **REQUEST FOR QUALIFICATIONS (RFQ)**

**No. 2026-001**



**SAN ANTONIO DAM SPILLWAY REPLACEMENT PROJECT:  
ENVIRONMENTAL CONSULTING SERVICES**

**AND/OR**

**NACIMIENTO PLUNGE POOL PROJECT:  
ENVIRONMENTAL CONSULTING SERVICES**

**APRIL 2026**

**STATEMENTS OF QUALIFICATIONS DUE ON OR BEFORE:**

**MAY 29, 2026 AT 5PM PDT**

**REQUEST FOR QUALIFICATIONS (RFQ) No. 2026-001 FOR:  
SAN ANTONIO DAM SPILLWAY REPLACEMENT PROJECT:  
ENVIRONMENTAL CONSULTING SERVICES**

**and/or**

**NACIMIENTO DAM SPILLWAY PLUNGE POOL PROJECT:  
ENVIRONMENTAL CONSULTING SERVICES**

Dear Proposers:

The MONTEREY COUNTY WATER RESOURCES AGENCY (hereinafter referred to as the “AGENCY” or “MCWRA”) is requesting Statements of Qualifications (SOQ) to establish one or both contracts with a consultant (hereinafter referred to as “CONTRACTOR”) for the San Antonio Dam Spillway Replacement Project: Environmental Consulting Services and/or the Nacimiento Dam Spillway Plunge Pool Project: Environmental Consulting Services. These two projects will run independently and are unrelated. Proposers shall indicate if their Statement of Qualifications (SOQ) is for one or both projects on the cover of their submittal. Proposers are only required to submit one Statement of Qualifications (SOQ) package whether or not they are proposing on one or both projects. If proposing on both projects, clearly distinguish/reference separate tasks for each project.

Submittal packages shall be **received by the Agency on or before 5:00 pm PDT on Friday, May 29, 2026** via email at the following addresses: [HardenE@countyofmonterey.gov](mailto:HardenE@countyofmonterey.gov) **and** [MCWater@countyofmonterey.gov](mailto:MCWater@countyofmonterey.gov) with the **SUBJECT: ENVIRONMENTAL RFQ No. 2026-001.**

It shall be the responsibility of the consultant to deliver the submittal package via email to the Agency by the announced date and time. The SOQs shall be to the attention of Elise Harden. Submittals will **not** be publicly opened.

Questions regarding the RFQ must be received by **May 8, 2026 at 5:00 pm PDT** to <mailto:HardenE@countyofmonterey.gov> and [MCWater@countyofmonterey.gov](mailto:MCWater@countyofmonterey.gov). No questions will be answered via telephone. All questions received along with their responses from the Agency will be shared via an addendum to the RFQ no later than **May 20, 2026 at 5:00 pm PDT.**

The instructions for how to obtain the RFQ and all addenda will be posted on the Agency website: [www.mcwater.info](http://www.mcwater.info) on the “News/Announcements” page.

**TO BE PLACED ON A NOTIFICATION LIST FOR NEW INFORMATION RELATED TO RFQ No. 2026-001, please submit this request to HardenE@countyofmonterey.gov and MCWater@countyofmonterey.gov and you will be notified when new information related to this RFQ is posted to the website.**

## **1. BACKGROUND**

The Monterey County Water Resources Agency is a public agency created by the State of California pursuant to the Monterey County Water Resources Agency Act (California Water Code, Appendix 52).

Prior to being formally established in 1991, the Monterey County Water Resources Agency (MCWRA) was the Monterey County Flood Control and Water Conservation District, established in 1947 and organized as a division of the Public Works Department of the County of Monterey. MCWRA provides services related to the control of flood and storm waters in Monterey County, conservation, protection of water quality, reclamation of water and the exchange of water. Fundamental to the agency's mission to sustainably manage water resources while minimizing impacts from flooding, MCWRA owns and operates two dams on principal tributaries to the Salinas River (Nacimiento and San Antonio) along with associated reservoirs.

Nacimiento and San Antonio Reservoirs are managed for the combined goals of flood protection, groundwater replenishment, Salinas Valley Water Project operation, recreation, and support for fish habitat.

Completed in 1957, Nacimiento Reservoir has a spillway elevation of 787.75 feet (msl) which can be raised to 800 feet using an inflatable spillway gate. At full capacity, it holds 377,900 acre-feet of water, is 18 miles long, and has 165 miles of shoreline.

Completed in 1967, San Antonio Reservoir has a spillway elevation of 780 (msl). At full capacity, it stores 335,000 acre-feet of water, is 16 miles long, and has 100 miles of shoreline.

### **1.1 SAN ANTONIO DAM SPILLWAY REPLACEMENT PROJECT**

The San Antonio Dam is a 201-foot high zoned earthfill embankment with a minimum dam crest at elevation (El.) 802.0 feet. San Antonio Dam impounds the San Antonio Reservoir that has a normal storage capacity of approximately 335,000 acre-feet at the spillway crest, El. 780.0 feet.

The existing spillway at San Antonio Dam is a 100-foot-wide concrete ogee section at crest El. 780.0 feet. The overall length of the concrete spillway chute is about 1,420 feet and the walls of the channel are 14-feet-tall. The chute consists of a converging section which transitions from the 100-foot-wide crest to a width of 50 feet. The upper portion of the chute slopes at approximately 19 percent before flattening to 6 percent. The existing spillway passes through a horizontal circular curve that has a radius of 1,000 feet and is approximately 400-feet-long. The existing chute slab is superelevated through the horizontal curve by up to 7.5 feet. The spillway terminates at a flip bucket with a 30-degree launch angle and 50-foot radius.

Regulators of dams throughout the United States mandated spillway condition assessments be made for high hazard dams following the failure of the spillway chute at Oroville Dam in 2017. The San Antonio Dam Spillway assessment was conducted by GEI Consultants, Inc., and is documented in their Spillway Condition Assessment Report dated May 2018 (GEI 2018). The Assessment Report documents deficiencies in the spillway chute but suggests the ogee

control structure and flip bucket energy dissipating structure do not have visible deficiencies. San Antonio Dam is located in southern Monterey County, California.

The San Antonio Dam Spillway Replacement Project (San Antonio Project) is mandated by the California Department of Water Resources, Division of Safety of Dams (DSOD) via their letter dated April 12, 2019, and confirmed in a November 18, 2022, letter from DSOD stating that replacement of the existing spillway structure with one that is consistent with modern design standards is required. DSOD has mandated the full spillway replacement on or before December 31, 2031.

Construction of a new spillway within the footprint of the existing spillway would require significant effort to demolish the existing structure including walls, drains, and anchors. This will necessitate careful construction staging and sequencing to minimize the risk to the existing structures and the new work. Consideration will also need to be given to phasing to minimize risk due to re-exposing the natural subgrade.

An Alternatives Analysis Report was drafted by McMillen, Inc. and is currently under review by DSOD. The Alternatives Analysis Report includes evaluation of eleven proposed alternatives with a proposed alternative presented as the preferred alternative (Alternative 11). Approval by DSOD of the proposed alternative is required.

Alternative 11 includes retrofitting the existing ogee control structure at El. 780.0 feet, new spillway chute, and construction of a new USBR Type II terminal structure. This alternative retains the existing ogee control structure's location. A new spillway chute with a new underdrain collection and management system would be constructed along the existing spillway alignment to connect the existing ogee and new terminal structure.

The Scope of Services for the San Antonio Project can be found as Scope of Work Exhibit A.1 in this document. Technical references available are listed and can be obtained as outlined in Exhibit B of this RFQ.

## **1.2 NACIMIENTO DAM SPILLWAY PLUNGE POOL PROJECT**

Nacimiento Dam is owned and operated by MCWRA and is under the jurisdiction of DSOD and the Federal Energy Regulatory Commission (FERC). FERC has jurisdiction over the Nacimiento Hydroelectric Project at Nacimiento Dam (Nacimiento Project) due to the existence of the hydroelectric plant.

The existing spillway and associated energy dissipation plunge pool at Nacimiento Dam has a history of erosion issues and protection challenges (AECOM 2022). The plunge pool bank erosion conditions led MCWRA to initiate a study in 2022 to evaluate potential failure modes and to develop initial alternatives for erosion protection measures. Alternatives were developed considering the potential for spillway flows much greater than historic maximums (AECOM 2022). The 2022 study identified roller-compacted concrete (RCC) bank protection as the preferred approach to remediate the erosion and provide protection during higher flows. In

addition, the design concept includes partial removal and reshaping of the existing plunge pool rock outcrop to improve hydraulic flow conditions. The 2022 study also considered approaches including riprap rock protection, grouted rock riprap protection, structural vane walls to redirect scouring flows, and RCC training walls.

The project would not result in changes to the operation of the reservoir once constructed. The reservoir would continue to operate and release flows pursuant to the Nacimiento Dam Operation Policy (MCWRA 2018).

The Scope of Services for the Nacimiento Project can be found as Scope of Work Exhibit A.2 in this document. Technical references available are listed and can be obtained as outlined in Exhibit B of this RFQ.

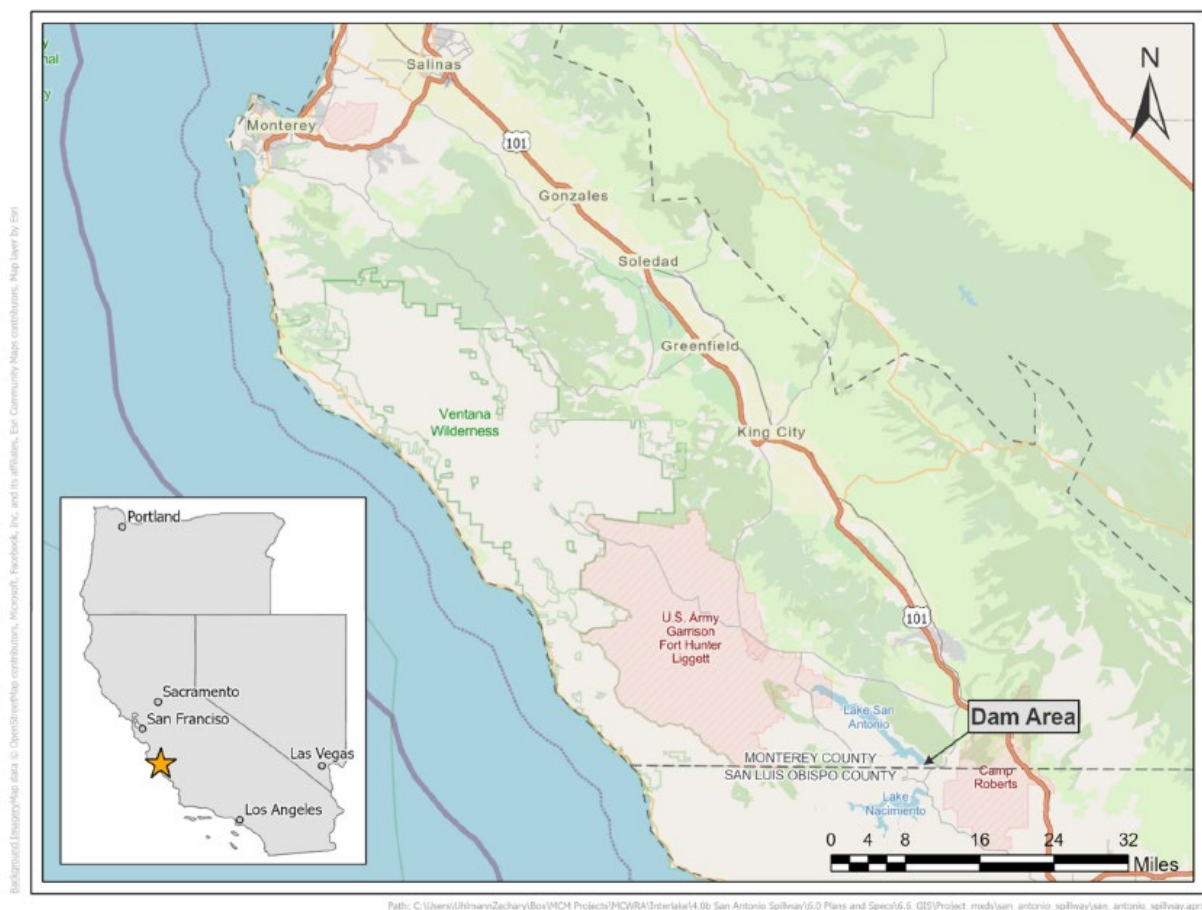


Figure 1: Vicinity Map of Dam area of San Antonio and Nacimiento Dams



Figure 2: San Antonio Dam Spillway Alignment



Figure 3: Nacimiento Dam Spillway Plunge Pool

## 2. SCHEDULE OF EVENTS

This is the planned schedule, all in PST:

|                                            |                            |
|--------------------------------------------|----------------------------|
| Release of RFQ                             | April 16, 2026             |
| Deadline for Written Questions             | May 8, 2026 by 5:00 p.m.   |
| Responses to Questions                     | May 20, 2026               |
| Proposals are Due                          | May 29, 2026 at 5:00 p.m.  |
| Interviews (if held)                       | June 15 thru June 19, 2026 |
| Notification/Negotiation of Contract Terms | June 2026                  |
| Agency Committees and Board of Directors   | July 2026                  |
| Notice to Proceed                          | August 1, 2026             |

**All dates are subject to change at the discretion of MCWRA.**

## 3. QUALIFICATION REQUIREMENTS

Interested Contractors must meet **ALL** the qualification requirements in order to be considered by MCWRA for the San Antonio Project and/or the Nacimientto Project:

3.1 CONTRACTOR shall have a minimum of ten (10) years' experience providing environmental compliance services for various project sizes and scopes similar in nature to that of the San Antonio Project and/or Nacimientto Project; and

3.2 CONTRACTOR's project manager, including any subsequent project managers, shall have a minimum of ten (10) years' experience in managing the environmental compliance and approvals of heavy civil construction projects involving water conveyance facilities; and

3.3 CONTRACTOR is required to ensure that all services, costs, and materials must, at a minimum, meet the specifications for the State of California and CAL/OSHA regulations, as applicable to the project; and

3.4 CONTRACTOR is to ensure that the insurance and required licenses under both state and local jurisdictions are current during the full term of the AGREEMENT; and

3.5 CONTRACTOR shall comply with all applicable laws, ordinances, rules, and regulations, including but not limited to: County, State, and Federal laws; Endangered Species Act (ESA); Clean Water Act (CWA); California Environmental Quality Act (CEQA); National Environmental Policy Act (NEPA); California Department of Water Resources, Division of Safety of Dams (DSOD); ACSM (American Congress on Surveying and Mapping); Cal/OSHA (California Division of Occupational Safety & Health Administration); FEMA (Federal Emergency

Management Agency); ASTM (American Standards Test Method); California Health & Safety Code; CFR (Code of Federal Regulations); CCR (California Code of Regulations); County Design Manuals and County Standard Plans; all Caltrans manuals and policies; State Standard Plans and Specifications; Manual of Uniform Traffic Control Devices; California Building Code; and Americans with Disabilities Act (ADA); including as revised and amended by COUNTY ordinance.

#### **4. PROPOSAL FORMAT GUIDELINES**

Interested entities are to provide MCWRA with a thorough statement of qualifications using the following guidelines:

Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of each team member, but excluding Index/Table of Contents, tables, charts, graphic exhibits, and Appendices. For entities submitting for both projects, the proposal may be 30 typed pages using 12-point font size, including transmittal letter and resumes of each team member, but excluding Index/Table of Contents, tables, charts, graphic exhibits, and Appendices. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFQ instructions and responding to the RFQ requirements. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following proposal sections are to be included in the Proposer’s response:

- **Cover Letter**

A cover letter, not to exceed two pages in length, should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price quote will be valid for a period of at least 180 days. Indicate the address and telephone number of the contractor’s office located nearest to Salinas, California and the office(s) from which the project(s) will be managed. Only one cover letter shall be used if submitting on one or both projects; however, the cover letter shall clearly indicate which project(s) the entity is submitting on.

- **Background and Project Summary Section**

The Background and Project Summary Section should describe your understanding of MCWRA and each project(s) to be examined, the work to be done, and the objectives to be accomplished. If you want to be considered for the San Antonio Project and the Nacimiento Project, indicate clearly this section’s responses for each project, as each project’s section will be scored independently. Refer to Scope of Work (SOW), Exhibit A.1 and Exhibit A.2 of this RFQ.

- **Methodology Section**

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFQ. The Methodology Section should include:

1. An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFQ; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
  2. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
  3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion. Include your plan to deal with fluctuation in service needs and any associated price adjustments.
  4. Detailed description of specific tasks you will require from Agency staff. Explain what the respective roles of Agency staff and your staff would be to complete the tasks specified in the Scope of Work.
  5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the Agency will consider statements of qualifications that offer alternative service delivery means and methods for the services desired.
- If you want to be considered for the San Antonio Project and the Nacimientto Project, indicate clearly for this section your responses for each project, as each project's section will be scored independently. Refer to Scope of Work (SOW), Exhibit A.1 and Exhibit A.2 of this RFQ.

- **Staffing**

Provide a list of individual(s) who will be working on each project(s) and indicate the functions that each will perform and anticipated hours of service of each individual. Include a resume for each designated individual.

Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the Agency for approval **before** they begin work.

If proposing on both projects, there should be a staffing section for each project, as these sections will be scored independently.

If proposing on both the San Antonio Project and Nacimientto Project, a description outlining how your firm will be able to manage both projects with its proposed staffing organization shall be included.

- **Qualifications**

The information requested in this section should describe the qualifications of the firm or entity, key staff and sub-contractors performing projects **within the past five years** that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

Names of key staff that participated on named projects and their specific responsibilities with respect to SOW Exhibit(s) A.1 and/or A.2.

A summary of your firm's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Qualifications. In addition, **all qualifications outlined in Section 3 of this RFQ must be met.**

Provide at least **three** reference projects; information provided shall include:

- Client Name
- Project Description
- Project start and end dates
- Client project manager name (reference),
- Telephone number, and e-mail address.

MCWRA reserves the right to contact any of the organizations or individuals listed.

- **Cost Proposal**

All Proposers are required to provide a Cost Proposal with their submittal as Appendix A to their SOQ. If proposing on both projects, please include Appendix A.1 and Appendix A.2 for each project's SOW as they will be evaluated independently. Pricing shall consider all information outlined in Scope of Work A.1 and/or A.2. Pricing details or exclusions should be clearly defined to ensure fees proposed can be compared and evaluated. Shall include hourly rates, estimated hours per task, and expenses. Proposals shall be valid for a minimum of 180 days following submission date of **May 29, 2026**.

- **Disclosure**

Please disclose any and all past or current business and personal relationships with any current MCWRA elected official, appointed official, MCWRA employee, or family member of any current MCWRA elected official, appointed official, or Agency employee. ***Any past or current business relationship may not disqualify the firm from consideration.*** This disclosure statement shall be included as Appendix B to the SOQ.

- **Agreement**

The firm selected by MCWRA will be required to execute a Professional Services Agreement (PSA) with MCWRA. The standard PSA is enclosed as Exhibit C.

Acceptance of Terms and Conditions;

Include a statement of acceptance of the Agency's standard contract terms and conditions (See Exhibit C – Professional Services Agreement) along with your proposal as Appendix C. Any proposed exceptions must be clearly identified and submitted with the proposal. Each project, respective of its SOW, will have its own separate contract.

- **Checklist of Appendices to Accompany SOQ**

|                             |                                    |
|-----------------------------|------------------------------------|
| Appendix A (A.1 and/or A.2) | Cost Proposal                      |
| Appendix B                  | Disclosure of Government Positions |
| Appendix C                  | PSA Terms and Conditions           |

## 5. **PROCESS FOR SUBMITTING SOQs**

- **Content of Proposal**

The proposal must be submitted using the format as indicated in the proposal format guidelines.

- **PDF File Submittal (email ONLY)**

Submit the PDF file (or include the link in the email if too large for email transmission) of your proposal package to: HardenE@countyofmonterey.gov **and** MCWater@countyofmonterey.gov. There are no hard copy submittals accepted.

## **Submission of SOQs**

*Complete SOQs must be submitted and received no later than 5:00 p.m. (P.D.T) on May 29, 2026 to [HardenE@countyofmonterey.gov](mailto:HardenE@countyofmonterey.gov) and MCWater@countyofmonterey.gov. Proposals will not be accepted after this deadline.*

**SUBJECT: ENVIRONMENTAL RFQ No. 2026-001**

- **Inquiries**

***Questions about this RFQ must be directed in writing, no later than May 8, 2026, via e-mail to:***

ATTN: Elise R. Harden, PE, Senior Water Resources Engineer

[HardenE@countyofmonterey.gov](mailto:HardenE@countyofmonterey.gov)

And

[MCWater@countyofmonterey.gov](mailto:MCWater@countyofmonterey.gov)

**SUBJECT: ENVIRONMENTAL SOQ**

The Agency reserves the right to amend or supplement this RFQ prior to the proposal due date. All amendments, responses to questions received, and additional information will be shared via MCwater.info under the News/Announcements section. Proposers should check this web page daily for new information. All written questions must be received by the question deadline of **May 8, 2026 at 5:00 p.m.** The Agency will endeavor to answer all written questions no later than **5:00 p.m. on May 20, 2026.** The Agency reserves the right not to answer all questions.

From the date that this RFQ is issued until a firm is selected and the selection is announced, firms are not allowed to communicate outside the process set forth in this RFQ with any Agency employee other than the contracting officer listed above regarding this RFQ. The Agency reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the Agency.

**□ Conditions for Proposal Acceptance**

This RFQ does not commit the Agency to award a contract or to pay any costs incurred for any services. The Agency, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFQ, to negotiate with any qualified source(s), or to cancel this RFQ in part or in its entirety. The Agency may waive any irregularity in any proposal. All proposals will become the property of the Agency. If any proprietary information is contained in the proposal, it should be clearly identified.

**6. EVALUATION CRITERIA**

The Agency's evaluation and selection process will be conducted in accordance with the following criteria. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below. If proposing on both projects, sections shall be clearly marked and separate as sections will be evaluated separately and independently.

**1. Qualifications of Entity and Key Personnel-----35%**

Includes ability to provide timely the requested scope of services, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.

2. Approach to Providing the Requested Scope of Services-----35%  
Includes an understanding of the RFQ and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services. Deliverables and schedule of milestones and key project dates. If proposing on both projects, description of the proposers ability to timely deliver both projects.
3. Reference Projects-----15%  
Includes the relevance and similarity to the type and scale of each project. Familiarity with dams, capital improvement projects within waterways, and hydraulic facilities. Reference projects should also have similar CEQA or environmental permitting requirements.
4. Cost Proposal-----10%  
Cost Proposals will be evaluated on the basis of the Total Estimated Price submitted in Appendix A (A.1 and/or A.2).
5. Innovative and/or creative approaches to providing the services that provide additional efficiencies or increased performance capabilities. ----5%

## **7. EVALUATION OF PROPOSALS AND SELECTION PROCESS**

The Agency will adhere to the following procedures in evaluating proposals. An Evaluation/Selection Committee (Committee), which may include members of the Agency's staff and possibly outside experts, will screen and review all proposals according to the weighted criteria set forth above. While price is one factor for award, it is not the sole consideration.

### **A. Responsiveness Screening**

Proposals will first be screened to ensure responsiveness to the RFQ. The Agency may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFQ. At any time during the evaluation process, the Agency reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals.

### **B. Initial Proposal Review**

The Committee will initially review and score all responsive written proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The Agency may reject any proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the Agency. An unacceptable proposal is one that would have to be substantially rewritten to make it acceptable. The Agency may conclude the evaluation process at this point and recommend award to its governing bodies. Alternatively, the Agency may elect to negotiate directly with one or more Proposers to obtain the best result for the Agency prior to making a recommendation or selection. The Agency may also elect to reject all proposals.

### **C. Interviews, Reference Checks, Revised Proposals, Discussions**

Following the initial screening and review of proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for **June 15th through June 19th, 2026** and will be conducted at the Agency or via Zoom. This date is subject to change. The individual(s) from Proposer's firm or entity that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the proposal.

In addition to conducting an oral interview, the Agency may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The Agency may accept the proposal or negotiate the terms and conditions of the agreement with the highest ranked firm. The Agency may *recommend* award without Best and Final Offers, so Proposers should include their best proposal with their initial submission.

*Recommendation* for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the Agency, the Agency may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFQ.

Final contract award for one or both projects is subject to approval by the Monterey County Water Resources Board of Directors.

## **8. CONFIDENTIALITY**

Unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFQ, protest, or any other written communication between the Agency and Proposer, shall be available to the public. The Agency intends to release all public portions of the proposals following the evaluation process at such time as a recommendation is made to the Agency Board of Directors.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the Agency withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential.

Proposer may not designate its entire proposal as confidential nor designate its Price Proposal as confidential.

Submission of a proposal shall indicate that, if Proposer requests that the Agency withhold from disclosure information identified as confidential, and the Agency complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the nondisclosure, indemnify and hold harmless the Agency from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the Agency or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the Agency withhold from disclosure information identified as confidential, the Agency shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the Agency.

## **9. EX PARTE COMMUNICATIONS**

Proposers and Proposers' representatives should not communicate with the Agency Board of Directors or Supervisors about this RFQ. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFQ with an officer, employee or agent of the Agency, including any member of the evaluation panel, with the exception of the RFQ Facilitator, regarding this RFQ until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the Agency during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's proposal, and any individual or entity who has been requested by the Proposer to contact the Agency on the Proposer's behalf.

## **10. CONFLICT OF INTEREST**

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code section 1090 *et seq.*, or section 87100 *et seq.*, during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

## **11. DISCLOSURE OF GOVERNMENTAL POSITION**

In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the Agency, the Agency requires that all Proposers disclose in their proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose

whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. (See Appendix B.)

## **12. CONDITIONS TO AGREEMENT, IF ANY.**

The selected Proposer will execute a Professional Services Agreement (PSA) with the Agency describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the form of Agreement provided as Exhibit C to this RFQ, which may be modified by Agency.

The terms of the agreement, including insurance requirements have been mandated by the Agency and can be modified only if extraordinary circumstances exist. Acceptance of these terms shall be included as an Appendix to this RFQ or any modification requests.

## **13. STANDARD TERMS AND CONDITIONS**

### **Addendums**

**The Agency reserves the right to amend or supplement this RFQ prior to the proposal due date. All addendums and additional information will be posted to MCWater.info Proposers should check this web page daily for new information.**

**TO BE PLACED ON A NOTIFICATION LIST FOR NEW INFORMATION RELATED TO RFQ No. 2026-001, please submit this request to [HardenE@countyofmonterey.gov](mailto:HardenE@countyofmonterey.gov) and [MCWater@countyofmonterey.gov](mailto:MCWater@countyofmonterey.gov) and you will be notified when new information related to this RFQ is posted to the website.**

### **Cost for Preparing Proposal**

The cost for developing the proposal and any time, travel, or effort prior to contract execution is the sole responsibility of the Proposer. All proposals submitted become the property of the Agency.

### **Insurance Requirements**

Agency requires that licensees, lessees, and vendors have an *approved* Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the Agency for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Proposer must furnish the Agency with the Certificates of Insurance proving coverage as specified within Exhibit C.

## **EXHIBIT A.1 – SCOPE OF WORK**

### **ENVIRONMENTAL COMPLIANCE SERVICES** **San Antonio Dam Spillway Replacement Project**

- [1. Introduction](#)
- [2. Objectives](#)
- [3. Work Tasks](#)
- [4. Anticipated Schedule](#)

#### **1. Introduction**

The proposed San Antonio Dam Spillway Replacement Project (herein referred to as the “San Antonio Project” or “SA Project”) is intended to replace the existing San Antonio Dam Spillway, located in southern Monterey County. Completed in 1967, San Antonio Dam is owned and operated by the Monterey County Water Resources Agency (herein referred to as the “Agency”). In May 2017, MCWRA received a letter from the California Department of Water Resources, Division of Safety of Dams (DSOD) requiring a detailed evaluation and assessment of the condition of the spillway at San Antonio Dam. MCWRA complied, submitting the Spillway Condition Assessment Report on May 23, 2018. In their response letter of April 12, 2019, DSOD stated that the spillway requires a “major rehabilitation or full replacement.”

According to the California Environmental Quality Act (CEQA) Guidelines Section 15378(a) a project means the whole of an action “which has the potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.” The SA Project proposes to remove and replace the existing San Antonio Dam Spillway which will involve land modification and other physical changes. Therefore, the Scope of Work for the SA Project shall include all environmental consulting services necessary to conduct CEQA environmental review and documentation of both the direct and indirect effects of the SA Project. In addition, all permits and other approvals that will be necessary for the SA Project shall be identified.

The Agency has determined that an Environmental Impact Report (EIR) will be required as the primary environmental document for use by Agency decision makers as well as responsible, cooperating, and other agencies with discretion over the project. This includes permits and approvals issued by other agencies. The proposer shall provide an overview of the permits required for the SA Project and the estimated timeline to acquire all necessary approvals demonstrating alignment with SA Project completion timeline mandated by DSOD of December 2031.

The proposer shall also provide a cost estimate to perform tasks based on the Scope of Work and technical documents identified in Exhibit B. For the purposes of this submittal, a firm lump sum cost estimate with a schedule of values tied to milestones and deliverables identified in your project schedule and work plan shall be provided. The proposer shall include an estimate of costs related to obtaining permits and other approvals. Attach to SOQ as Appendix A.1 – Cost Proposal (San Antonio Project).

The SA Project and alternatives are further defined in the Draft San Antonio Dam Spillway Replacement Project, Spillway Alternatives Analysis, referenced in Exhibit B

## **2. Objectives**

The services specified within this Scope of Work are performance-based, and the environmental consulting services firm is required to identify the specific detailed scope of work necessary to meet the objectives of the AGENCY and the projects as follows:

- 1) Prepare an accurate and complete Environmental Impact Report (EIR) in compliance with the CEQA Statute and Guidelines.
- 2) Identify permits and approvals required for construction of the Projects from all Lead, Responsible, Cooperating, Trustee, and Reviewing Agencies. Assume some involvement with Agency for drafting of applications. This shall include identifying all necessary supporting documentation.

## **3. Work Tasks**

A professional environmental services consulting firm, herein referred to as “CONTRACTOR”, shall prepare the project environmental documents necessary to satisfy the requirements of CEQA (Public Resources Code Section 21000 *et seq.*) and the CEQA Guidelines, as amended (California Code of Regulations, Title 14, Division 6, Chapter 3, Section 15000 *et seq.*). The document(s) shall be sufficient to support all required discretionary approvals of the Project. The CONTRACTOR should be prepared to revise the document(s) to comply with the National Environmental Policy Act (NEPA) should there be a federal action (funding, permits and/or other approvals).

In general, the CONTRACTOR shall develop the strategy and work plan necessary for successful processing of both draft and final versions of the EIR. The CONTRACTOR shall assume that they will assist the AGENCY in the preparation of CEQA Findings and other documentation necessary for certification of the EIR by the Monterey County Water Resources Agency Board of Supervisors (“Agency Board of Supervisors”), the CEQA Lead Agency for the Project.

The CONTRACTOR shall also assist the AGENCY in compliance with Assembly Bill 52 (“AB 52”). AB 52 added a variety of provisions to the CEQA statute, prescribing a stepwise process for the lead agency to consult with California Native American tribes (“Tribes”) that are traditionally

and culturally affiliated with the geographic area of a proposed project regarding potential impacts to tribal cultural resources. The CONTRACTOR shall support the Agency in outreach (e.g., preparation and distribution of Project notification letters and other information) and consultation with Tribes, when appropriate.

The tasks provided below represent general categories of work and are not intended to be all inclusive of the tasks required to support the Project. The AGENCY will rely on the expert knowledge of the CONTRACTOR to ensure that all areas of work critical to the success of this project are adequately addressed in the CONTRACTOR's proposal.

### **3.1 Project Management and Team Coordination**

The CONTRACTOR shall provide the management and staff needed to plan, organize, direct, supervise, control and coordinate the administrative aspects of the environmental consulting work including contract and subcontract administration, accounting, purchasing, office services, personnel administration, publications support, document and drawing control administration; necessary to complete the requirements of the Contract. The CONTRACTOR shall also provide the management and qualified technical staff needed to plan, organize, direct, supervise, and perform all aspects of the environmental technical analysis.

The CONTRACTOR shall perform the following project management duties to support the AGENCY (and the Program Manager) in the performance of the scope of work for the Project:

- Kickoff meeting.
- Prepare project work plan in coordination with Agency staff and management team.
- Identify diligent budget and schedule control measures for all phases of the work.
- Develop and update a project schedule for the environmental process.
- Develop and update a cost estimate for environmental mitigation measures that may be required to be incorporated in the construction contract documents.
- Coordinate the environmental alternatives analysis with the design consultants retained by the AGENCY to perform preliminary design for the projects.
- Provide monthly progress reporting in the format specified by the AGENCY, included with the submittal of monthly invoicing. Progress reporting shall include reports from the significant sub-consultant team members. Progress reports shall identify progress made, schedule assessment and update, all impacts to schedule (if any), plan for recovery of lost time on the schedule, assessment of the budget, budget overages (if any) and plan for recovery of budget overages.
- Submit timely invoicing, including monthly invoicing from sub-consultants, in the format specified by the AGENCY.
- Utilization of a project file system, to be shared with the Project team for uniformity and for use in the CEQA administrative record.
- Implement and maintain a quality control system for deliverables.

- Participate in the Project's leadership team meetings organized by the AGENCY and Program Manager when needed (assume attendance at up to 2 virtual meetings per month).
- Prepare all deliverables in electronic format (Microsoft Word to facilitate editing draft documents) and original software format customary of environmental projects.

Deliverables: Schedules, agendas, meeting notes, progress reports in electronic format.

### **3.2 Project Description**

The CONTRACTOR shall prepare a project description for use in the EIR analysis. The AGENCY anticipates that the design process will be advanced to approximately 60% complete by mid-2026. An accurate and complete project description will be key to the analysis of the Project and determining the potential for adverse impacts. The project description shall rely on information developed by the design team, including but not limited to the December 2025 Draft Spillway Alternatives Analysis, prepared for MCWRA by McMillen. The Project Description will also be utilized in drafting summaries for use in any public outreach and noticing.

Deliverables: Draft and Final Project Description in electronic (Word and PDF) format.

### **3.3 Initial Study and Notice of Preparation (NOP)**

The AGENCY anticipates that an EIR is required for the Project. The CONTRACTOR shall prepare an annotated Initial Study (IS) Checklist, based on Appendix G of the CEQA Guidelines, that shall be used to identify the preliminary scope and content of the EIR. After review and approval by the AGENCY, the IS will be included as an attachment to the CEQA Notice of Preparation (NOP). Both the NOP and IS shall be submitted to the State Clearinghouse, the Monterey County Recorder, and other interested parties in electronic (PDF) format.

Deliverables: Draft and Final NOP and IS in electronic (Word and PDF) format.

### **3.4 EIR Preparation**

The AGENCY will rely on the expert knowledge of the CONTRACTOR to ensure that all probable environmental effects of this project are adequately identified and addressed in the EIR. The analysis of each environmental resource topic will be, at a minimum, based on the expanded analysis of relevant resource topics outlined in the IS Checklist prepared under Task 3.3 (above) and input received on the NOP. The EIR will address the direct, indirect, and cumulative effects of the Project and identify measures to mitigate significant effects.

The EIR shall address any irreversible and irretrievable commitment of resources that would result from the proposed project if implemented and the growth inducement potential of the Project. The EIR must also address all cumulative effects within each area of analysis, including identification and discussion of all cumulative impacts of the project in relation to other existing

and known projects, past, present and in the foreseeable future (including the proposed Nacimiento Dam Spillway Plunge Pool Project).

The EIR needs to compare alternatives, graphically if that would be useful, and identify the environmentally superior alternative. CONTRACTOR shall work with Agency\_staff and the design consultants retained by the AGENCY in the evaluation and representation of the alternatives. Alternatives must be discussed to a level required by CEQA.

### **3.5 Prepare Administrative Draft EIR (ADEIR)**

CONTRACTOR shall conduct all environmental studies necessary to complete an accurate and defensible EIR. All relevant comments from the scoping process shall be considered in preparing the EIR. The ADEIR shall be prepared as a complete deliverable and as close to a final reproducible copy as possible to facilitate AGENCY review. The AGENCY and Program Manager will meet with the CONTRACTOR to review revisions to the ADEIR. The intent is that the AGENCY and CONTRACTOR will have worked closely together and minimal review and revision will be required to develop the Draft EIR from the ADEIR.

Deliverable: ADEIR in electronic (Word) format.

### **3.6 Prepare Draft EIR and Notice of Availability**

Prepare an electronic screen check Draft EIR with all revisions made as required by the AGENCY, with a 5-day review period prior to public release. CONTRACTOR will prepare a Notice of Availability for posting at the time of release.

Deliverable: Draft EIR in electronic (Word and PDF) files for distribution and posting on the AGENCY website. Draft and Final Notice of Availability in electronic (Word and PDF) format for distribution and posting.

### **3.7 Prepare Draft Responses to Comments**

Pursuant to Section 15088 of the CEQA Guidelines, the AGENCY, as the Lead Agency for the Project, is required to review and address all comments received on the Draft EIR. CONTRACTOR shall adequately address received comments in both Master and Specific comments. Each written response will paraphrase the specific comments being responded to, followed by an appropriate response in keeping with the CEQA Guidelines and current CEQA practice. All revisions to the Draft EIR made in response to comments will be compiled for inclusion in a separate section in the Final EIR.

Deliverable: Draft responses to comments will be submitted to the AGENCY in electronic (Word) format for review and comment.

### **3.8 Prepare Administrative Draft Final EIR**

Upon receipt of AGENCY comments on the draft responses to comments document, CONTRACTOR will prepare an administrative draft Final EIR (ADFEIR). The ADFEIR will incorporate all agency revisions to the draft responses to comments, as appropriate.

Deliverable: The ADFEIR will be submitted to the AGENCY for review in electronic (Word) format.

### **3.9 Prepare Final EIR**

CONTRACTOR will incorporate AGENCY revisions to the ADFEIR into a screencheck draft of the Final EIR. The screencheck draft will contain all final text revisions and be presented in publishable format for final review by the AGENCY. CONTRACTOR will incorporate any final revisions to the Final EIR. If needed, the AGENCY will print and circulate the Final EIR.

Deliverable: Final EIR in electronic (PDF) format for distribution and posting on the AGENCY website.

### **3.10 Prepare Findings, Statements of Overriding Considerations Notice of Determination, and Mitigation Monitoring & Reporting Plan**

#### Prepare Findings

CONTRACTOR will assist the AGENCY and legal counsel in preparing the Findings of Fact in a separate Findings document. CONTRACTOR will work with the AGENCY in the development and review of the Findings of Fact. The Findings will be submitted to the AGENCY with the Final EIR for consideration and adoption by the Agency Board of Supervisors prior to project approval.

A draft findings document will be submitted to the AGENCY for review. Comments received on the Draft finding document will be incorporated into the final Findings of Fact.

#### Prepare Statements of Overriding Considerations

If the AGENCY chooses to approve the proposed project and the project will result in the significant environmental effects, the AGENCY will be required to state in writing the specific reasons to support its action based on information contained in the Final EIR and/or other information in the record. The Statement of Overriding Considerations will document these decisions and will be submitted with the Findings to the AGENCY for consideration and adoption by the Agency Board of Supervisors prior to project approval.

CONTRACTOR will assist the AGENCY and legal counsel in preparing a draft Statement of Overriding Considerations document which will be submitted to the AGENCY for review. Comments received on the Draft will be incorporated into the final Statement of Overriding Considerations.

#### Prepare Mitigation Monitoring & Reporting Plan

CONTRACTOR will develop the Mitigation Monitoring and Reporting Program (or MMRP) for all mitigation measures required in the Final EIR. The MMRP will include the proposed mitigation measures; specific actions to be carried out by the responsible party; parties responsible to implement the actions; parties responsible for monitoring the action; timing of the action; and the reporting of the results of that mitigation effort.

Deliverables: A draft MMRP will be submitted to the AGENCY for review in electronic (WORD) format. Comments received on the draft will be incorporated into the final MMRP. The MMRP will be included with the Findings for adoption by the Agency Board of Supervisors.

#### Prepare Notice of Determination

CONTRACTOR will prepare the CEQA Notice of Determination (NOD) within 5 working days after approval of the project and deliver it to the State Clearinghouse and the Monterey County Recorder.

Deliverables: Draft and final versions of the NOD in electronic (Word and PDF) format.

### **3.11 Final EIR Certification / Public Outreach**

CONTRACTOR will aid in the development of and presentation of materials to support the AGENCY during its Public Hearing to consider whether to certify the Final EIR and approve the proposed project. An action item is required at both the Monterey County Water Resources Agency Board of Directors and the Monterey County Water Resources Agency Board of Supervisors to complete the certification and approval process. CONTRACTOR will also maintain the stakeholder and public agency contact database for the Project. At least ten (10) days prior to hearing, CONTRACTOR will submit responses to comments to EIR commenters.

Deliverables: Meeting materials, as needed.

### **3.12 Public Meetings**

The CONTRACTOR shall prepare for and participate in the following meetings.

- Public Scoping Meeting for EIR. This meeting involves soliciting from the public the issues and concerns that should be addressed in the EIR. The CONTRACTOR will run this meeting using the latest industry standard graphics and presentation software and will provide all meeting materials. The CONTRACTOR will be responsible for preparing (in coordination with AGENCY staff) materials and sending notices of the meeting and preparing a summary record of the meeting's proceedings.

- Public Review Meeting for Draft EIR. The Draft EIR will be presented at this meeting. The CONTRACTOR will provide a presentation using the latest industry standard graphics and software and provided all meeting materials. The CONTRACTOR will be responsible for preparing (in coordination with AGENCY staff) and sending notices of the meeting and preparing a summary record of the meeting's proceedings. Written public comments received during the meeting will be included in the environmental record.

The AGENCY will be responsible for providing meeting rooms and preparing and distributing and legal notices.

Deliverables: Meeting notice(s) and materials; meeting summary.

### **3.13 Public Outreach**

CONTRACTOR shall prepare a mailing list of special interest groups and other stakeholders resulting from AGENCY meetings/interviews. The CONTRACTOR will also maintain a contact management system to trace all contact with stakeholders, other agencies and members of the public at large. The CONTRACTOR will assist the AGENCY in developing protocols for public communications related to the Project, maintain a project database and will assist the AGENCY with providing information to the public including: posting on the AGENCY website and emails to stakeholders, assist in the preparation for and participation with the AGENCY staff in at least two (2) public meetings as defined in Task 3.12, and public meeting quality electronic exhibits.

Deliverables: Draft and final meeting notice(s) and materials.

### **3.14 Permits and Other Approvals**

There is the potential that several permits/approvals will be required from local, state and federal regulatory agencies prior to Project implementation. These permits/approvals may include compliance with:

- Clean Water Act, Section 404
- Clean Water Act, Section 401
- Endangered Species Act
- California Fish and Game Code, Section 1600 *et seq.*
- California Endangered Species Act
- National Historic Preservation Act, Section 106

In addition, the California Department of Water Resources will have a role through design and construction approval since the Project is mandated by them and also under their jurisdiction.

Because of the uncertainty at this time of the extent of impacts on sensitive environmental resources, Proposers shall identify permits and approvals that will likely be required and a general

approach and estimated cost for preparing applications and obtaining the permits and other approvals.

Deliverables: Draft and final summary of permits and approvals required to implement the Project, general approach and cost estimate.

### **3.15 Optional Task: Prepare and Process Permit Applications**

The AGENCY may request that the CONTRACTOR prepare and process permit applications. The scope and budget would be amended pursuant to Task 3.14

## **4. Anticipated Schedule**

The AGENCY is anticipating release of the NOP in 2026 with a target date of April 2027 for the release of the Draft EIR and November 2027 for the Final EIR.

## **EXHIBIT A.2 – SCOPE OF WORK**

### **ENVIRONMENTAL COMPLIANCE SERVICES**

#### **Nacimiento Dam Spillway Plunge Pool Project**

- [1. Introduction](#)
- [2. Objectives](#)
- [3. Work Tasks](#)
- [4. Anticipated Schedule](#)

### **1. Introduction**

The proposed Nacimiento Dam Spillway Plunge Pool Project (herein referred to as the “Nacimiento Project”) is intended to rehabilitate the existing Nacimiento Dam Spillway Plunge Pool, located in northern San Luis Obispo County. Completed in 1957, Nacimiento Dam is owned and operated by the Monterey County Water Resources Agency (herein referred to as the “Agency”). The energy dissipation plunge pool has suffered from erosion and bank erosion conditions have led the AGENCY to evaluate potential failure and erosion protection measures. In addition, removal and reshaping an existing plunge pool rock outcrop is under consideration to improve hydraulic flow.

According to the California Environmental Quality Act (CEQA) Guidelines Section 15378(a), a project means the whole of an action “which has the potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.” The Nacimiento Project proposes to remove a rock outcropping and rehabilitate the existing Nacimiento Dam Plunge Pool which will involve land modification and other physical changes to the environment. Therefore, the Scope of Work for the Nacimiento Project shall include all environmental consulting services necessary to conduct CEQA environmental review and documentation of both the direct and indirect effects of the Project. In addition, the Scope of Work will include development of a strategy to identify and obtain all permits and other approvals that will be necessary for the Project.

The Nacimiento Project will consist of the rehabilitation of an existing facility. The AGENCY will require assistance in determining an approach to the CEQA analysis as well as the level of documentation that will be required to support AGENCY decision makers as well as responsible, cooperating, and other agencies with discretion over the project. A CEQA Exemption is unlikely due to the potential for short-term construction-related impacts to water quality, biological resources, and air quality. However, the proposer shall outline any preliminary field work and data review that will be necessary to assist the AGENCY in determining the appropriate level of CEQA documentation. It is also anticipated that permits and approvals will be required from other agencies. The proposer shall provide an overview of the permits required for the Nacimiento Project and the approach and estimated timeline to acquire all necessary approvals.

The proposer shall also provide a cost estimate to perform tasks based on the Scope of Work and technical document(s) identified in Exhibit B. For the purposes of this submittal, a firm lump sum cost estimate with a schedule of values tied to milestones and deliverables identified in your project schedule and work plan shall be provided. The proposer shall include an estimate of costs related to obtaining permits and other approvals. Attach to SOQ as Appendix A.2 – Cost Proposal (Nacimiento Project).

## **2. Objectives**

The services specified within this Scope of Work are performance-based, and the environmental consulting services firm is required to identify the specific detailed scope of work necessary to meet the objectives of the AGENCY and the projects as follows:

- 3) Prepare accurate and complete environmental documents in compliance with the CEQA Statute and Guidelines.
- 4) Identify a strategy for obtaining all permits and approvals required for construction of the Projects from all Lead, Responsible, Cooperating, Trustee, and Reviewing Agencies.

## **3. Work Tasks**

A professional environmental services consulting firm, herein referred to as “CONTRACTOR”, shall prepare the project environmental documents necessary to satisfy the requirements of CEQA (Public Resources Code Section 21000 *et seq.*) and the CEQA Guidelines, as amended (California Code of Regulations, Title 14, Division 6, Chapter 3, Section 15000 *et seq.*). The document(s) shall be sufficient to support all required discretionary approvals of the Project.

In general, the CONTRACTOR shall develop the strategy and work plan necessary for successful processing of both draft and final versions of the environmental document. The CONTRACTOR shall also assume that they will assist the AGENCY in the preparation of any other documents necessary for use by the Monterey County Water Resources Agency Board of Supervisors (“Agency Board of Supervisors”), as the CEQA Lead Agency, prior to consideration of Project approval. This will include public notices and transmittals of documents to the State Clearinghouse and Monterey County Clerk

The CONTRACTOR shall also assist the AGENCY in compliance with Assembly Bill 52 (“AB 52”), if required. AB 52 added a variety of provisions to the CEQA statute, prescribing a stepwise process for the lead agency to consult with California Native American tribes (“Tribes”) that are traditionally and culturally affiliated with the geographic area of a proposed project regarding potential impacts to tribal cultural resources. The CONTRACTOR shall support the AGENCY in outreach (e.g., preparation and distribution of Project notification letters and other information) and consultation with Tribes, if and when appropriate.

The Work Tasks provided below represent general categories of work and are not intended to be all inclusive of the tasks required to support the Project. The AGENCY will rely on the expert knowledge of the CONTRACTOR to ensure that all areas of work critical to the success of this project are adequately addressed in the CONTRACTOR's proposal.

### **Project Management and Team Coordination**

The CONTRACTOR shall provide the management and staff needed to plan, organize, direct, supervise, control and coordinate the administrative aspects of the environmental consulting work including contract and subcontract administration, accounting, purchasing, office services, personnel administration, publications support, document and drawing control administration; necessary to complete the requirements of the Contract. The CONTRACTOR shall also provide the management and qualified technical staff needed to plan, organize, direct, supervise, and perform all aspects of the environmental technical analysis.

The CONTRACTOR shall perform the following project management duties to support the AGENCY (and the Program Manager) in the performance of the scope of work for the Project:

- Kickoff meeting.
- Prepare project work plan in coordination with Agency staff and management team.
- Identify diligent budget and schedule control measures for all phases of the work.
- Develop and update a project schedule for the environmental process.
- Provide monthly progress reporting in the format specified by the AGENCY, included with the submittal of monthly invoicing. Progress reporting shall include reports from the significant sub-consultant team members. Progress reports shall identify progress made, schedule assessment and update, all impacts to schedule (if any), plan for recovery of lost time on the schedule, assessment of the budget, budget overages (if any) and plan for recovery of budget overages.
- Submit timely invoicing, including monthly invoicing from sub-consultants, in the format specified by the AGENCY.
- Utilization of a project file system, to be shared with the Project team for uniformity and for use in the CEQA administrative record.
- Implement and maintain a quality control system for deliverables.
- Participate in the Project's leadership team meetings organized by the AGENCY and Program Manager when requested (Assume attendance at up to 2 virtual meetings per month).
- Prepare all deliverables in electronic format (Microsoft Word to facilitate editing draft documents) and original software format customary of environmental projects.

Deliverables: Schedules, agendas, meeting notes, progress reports in electronic format.

### **3.2 Project Description**

The CONTRACTOR shall prepare a project description for use in the EIR analysis. The AGENCY anticipates that the design process will be advanced to approximately 60% complete by mid-2026. An accurate and complete project description will be key to the analysis of the Project and determining the potential for adverse impacts. The project description shall rely on information developed by the design team. The project description will also be utilized in drafting summaries for use in any public outreach, noticing, and permit applications.

Deliverable: Draft and Final Project Description in electronic (Word) format.

### **3.3 CEQA Documentation**

The AGENCY will rely on the expert knowledge of the CONTRACTOR to ensure that all probable environmental effects of this project are adequately identified and addressed in the environmental document. The analysis will consider, at a minimum, each environmental resource topic included in Appendix G of the CEQA Guidelines, carrying forward those that are relevant to the project in the environmental documentation. The analysis will address the direct, indirect, and cumulative effects of the Project and identify measures to mitigate significant effects, if necessary.

The CONTRACTOR shall also prepare a Mitigation Monitoring and Reporting Program (MMRP), if required.

Deliverables: Administrative Draft, Draft, Screencheck Final, and Final environmental documents and draft and final MMRP in electronic (Word and PDF) format.

### **3.13 Public Outreach**

CONTRACTOR shall prepare a mailing list of special interest groups and other stakeholders for distribution of environmental documents. The CONTRACTOR will assist the AGENCY in developing protocols for public communications related to the Project and will assist the AGENCY with providing information to the public, including: documents formatted for posting on the AGENCY website; distribution of documents via emails to stakeholders; and preparation for and participation with AGENCY staff in two (2) Agency Board of Supervisor meetings, including the preparation of public meeting quality electronic exhibits.

Deliverables: Draft and final meeting notice(s) and materials.

### **3.14 Permits and Other Approvals**

There is the potential that several permits/approvals will be required from local, state and federal regulatory agencies prior to Project implementation. These permits/approvals may include compliance with:

- Clean Water Act, Section 404
- Clean Water Act, Section 401

- Endangered Species Act
- California Fish and Game Code, Section 1600 et seq.
- California Endangered Species Act
- National Historic Preservation Act, Section 10
- California Department of Water Resources, Division of Safety of Dams (DSOD), **Application by others**
- Federal Energy Regulatory Commission (FERC), **Application by others**

Because of the uncertainty at this time of the extent of impacts on resources protected under these laws, Proposers shall identify permits and approvals that will likely be required, a strategy for obtaining permits, and an estimated cost for preparing applications and obtaining the permits and other approvals. It is anticipated that the CONTRACTOR will participate in pre-application meetings with regulatory agencies and assist the AGENCY in any ongoing consultations and coordination necessary to obtain permits

Deliverables: Permit strategy, draft and final permit applications.

#### **4. Anticipated Schedule**

The AGENCY is anticipating completion of the CEQA document by the end of 2027 and obtaining permits in mid-2028.

## **EXHIBIT B. Technical Reference Information**

### **B.1.0 Introduction**

This technical reference provides information about the Project and is presented to assist proposers in the project understanding. Technical references are available via email link; to obtain a link to the reference documents, please email: [HardenE@countyofmonterey.gov](mailto:HardenE@countyofmonterey.gov) and [MCWater@countyofmonterey.gov](mailto:MCWater@countyofmonterey.gov).

### **B.1.1 San Antonio Dam Spillway Replacement Project Documents**

1. San Antonio Dam Spillway Replacement Project, DRAFT Spillway Alternatives Analysis. December 2025. Prepared by McMillan for Monterey County Water Resources Agency (MCWRA).
2. State of California Division of Safety of Dams (DSOD), 2019. Letter to MCWRA. April 19, 2019.
3. State of California DSOD, 2022. Letter to MCWRA. November 18, 2022.

### **B.1.2 Nacimiento Dam Plunge Pool Project Documents**

1. Nacimiento Dam Spillway Plunge Pool Erosion Protection Alternatives Analysis. April 2022. Prepared by AECOM for MCWRA.
2. MCWRA, Nacimiento Dam Operation Policy. Adopted February 20, 2018.

**EXHIBIT C - PSA**

RFQ 2026-001

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

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

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

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

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

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(\$ \_\_\_\_\_).

4. Monthly Invoices by CONTRACTOR; Payment.

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

5. Indemnification.

- 5.1 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall

continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code sections 2782 or 2782.8, the broadest indemnity protection for the AGENCY 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 Agency, 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 the Agency, or defect in a design furnished by the Agency, 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 the Agency 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 the Agency, 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 Agency, or defect in a design furnished by the Agency.

## 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. 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 coverages, 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 A.M. Best's Rating Guide or a company of equal financial stability that is approved by the Agency.

### 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, and \$2,000,000 in the aggregate.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to Agency approval.)*

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to Agency 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.

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to Agency 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.

*(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)*

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

#### 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.

##### Additional Insured Status:

The Monterey County Water Resources Agency, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR’S insurance.

The Monterey County Water Resources Agency, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations

performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the Agency, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against Agency, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against Agency, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the Agency, CONTRACTOR shall file certificates of insurance and endorsements with the Agency, 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 always 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. 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. Format of Deliverables. For this section, “Deliverables” shall mean all electronic documents CONTRACTOR provides to the Agency under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines (“WCAG”) 2.1, pursuant to the Americans with Disabilities Act (“ADA”). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format (“PDF”) and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the Agency against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State Website: <https://webstandards.ca.gov/accessibility/>.
9. 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.
10. 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.

11. 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.

12. 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.
13. 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.
14. 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.
15. 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.
16. 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.

17. Independent Contractor Compliance with Government Code Section 1097.6(c). This section applies to those situations when a contractor/consultant is awarded a Contract for a preliminary phase of a project, with future phases to be bid separately. This section does not apply to those situations when a Contract is awarded for multiple phases of a project under a single contract/proposal. When applicable, and as described below, CONTRACTOR's duties and services under this Agreement shall not include preparing or assisting the Agency with any portion of the Agency's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the Agency. The Agency shall at all times retain responsibility for public contracting, including with respect to any subsequent phase stemming from this Agreement. CONTRACTOR's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONTRACTOR shall cooperate with the Agency to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if applicable, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONTRACTOR pursuant to this Agreement.
18. 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.
19. 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.
20. 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.
21. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
22. 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.

23. 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. Contract Administrators.

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

---

Agency’s designated administrator of this Agreement shall be:

---

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

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

30. Electronic Deliverables. Where feasible, all reports, documents and other printed information provided to the Agency pursuant to this Agreement shall be submitted in both written and Electronic formats.
31. 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.
32. 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.
33. Exhibits. The following Exhibits are attached hereto and incorporated by reference:
- Exhibit A - Scope of Work/ Work Schedule  
Exhibit B - Fee Schedule
34. 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.

*[Remainder of this page blank]*

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

**MONTEREY COUNTY  
WATER RESOURCES AGENCY**

**CONTRACTOR**

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

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

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

\_\_\_\_\_  
Name & Title

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

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

\_\_\_\_\_  
Name & Title

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

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

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

\*\*\*\*\*

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

Approved as to fiscal provisions:

\_\_\_\_\_  
 Chief Assistant County Counsel

\_\_\_\_\_  
 Administrative Analyst

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

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

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

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

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

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

<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**

Project ID:

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

Project ID:

**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, a corporation hereinafter called "CONTRACTOR".

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

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

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

Environmental consulting services for the San Antonio Dam Spillway Replacement Project and Nacimiento Dam Plunge Pool Project

- 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 **August 10, 2026** by CONTRACTOR and Agency, and will terminate on **December 31, 2028**, 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 Nine hundred Thousand Five Hundred Thirty Five Dollars no cents.  
( \$ 900,535.00 ).
4. Monthly Invoices by CONTRACTOR; Payment.
  - a) CONTRACTOR shall submit to Agency an invoice, in a format approved by Agency, setting forth the amounts claimed by CONTRACTOR, together with an itemized basis for such amounts, and setting forth such other pertinent information Agency may require. CONTRACTOR shall submit such invoice monthly or as agreed by Agency, but in no event shall such invoice be submitted later than 30 days after completion of CONTRACTOR's work hereunder. Agency shall certify the claim if it complies with this contract and shall promptly submit such claim to the Monterey County Auditor-Controller, who shall pay the certified amount within 30 days after receiving the invoice certified by Agency. It is understood and agreed that CONTRACTOR shall complete all work described in Exhibit A for an amount not exceeding that set forth above, notwithstanding CONTRACTOR's submission of periodic invoices.
  - b) CONTRACTOR shall submit to Agency an invoice via email to [WRAAccountsPayable@countyofmonterey.gov](mailto:WRAAccountsPayable@countyofmonterey.gov) and to the Contract Administrator listed in Section 27.
  - c) CONTRACTOR agrees that Agency may withhold five percent (5%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to Agency.
  - d) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.
  - e) CONTRACTOR shall not be reimbursed for travel expenses unless expressly approved in writing in accordance with this Agreement.

5. Indemnification.

- 5.1 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this

Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code sections 2782 or 2782.8, the broadest indemnity protection for the AGENCY 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 Agency, 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 the Agency, or defect in a design furnished by the Agency, 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 the Agency 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 the Agency, 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 or willful misconduct of the Agency, or defect in a design furnished by the Agency.

## 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. 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 coverages, 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 A.M. Best's Rating Guide or a company of equal financial stability that is approved by the Agency.

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, and \$2,000,000 in the aggregate.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to Agency approval.)*

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to Agency 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.

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to Agency 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.

*(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)*

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

#### 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.

##### Additional Insured Status:

The Monterey County Water Resources Agency, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR’S insurance.

The Monterey County Water Resources Agency, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations

performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the Agency, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against Agency, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against Agency, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the Agency, CONTRACTOR shall file certificates of insurance and endorsements with the Agency, 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 always 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. 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. Format of Deliverables. For this section, “Deliverables” shall mean all electronic documents CONTRACTOR provides to the Agency under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines (“WCAG”) 2.1, pursuant to the Americans with Disabilities Act (“ADA”). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format (“PDF”) and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the Agency against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State Website: <https://webstandards.ca.gov/accessibility/>.
9. 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.
10. 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.

11. 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.

12. 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.
13. 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.
14. 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.
15. 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.
16. 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.

17. Independent Contractor Compliance with Government Code Section 1097.6(c). This section applies to those situations when a contractor/consultant is awarded a Contract for a preliminary phase of a project, with future phases to be bid separately. This section does not apply to those situations when a Contract is awarded for multiple phases of a project under a single contract/proposal. When applicable, and as described below, CONTRACTOR's duties and services under this Agreement shall not include preparing or assisting the Agency with any portion of the Agency's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the Agency. The Agency shall at all times retain responsibility for public contracting, including with respect to any subsequent phase stemming from this Agreement. CONTRACTOR's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONTRACTOR shall cooperate with the Agency to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if applicable, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONTRACTOR pursuant to this Agreement.
18. 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.
19. 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.
20. 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.
21. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
22. 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.

23. 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.
24. 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.
25. 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.
26. 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.
27. 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. CONTRACTOR will be given enough time to work prudently and safely.
28. Contract Administrators.

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

Ryan Jolley\_\_\_\_\_

Agency’s designated administrator of this Agreement shall be:

Shaunna Murray\_\_\_\_\_

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

**TO AGENCY**

---

Name: Shaunna Murray

---

Address: 1441 Schilling Pl., Salinas, Ca 93901

---

Telephone: 831.755.4860

---

Fax:

---

E-Mail: murraysl@countyofmonterey.gov**TO CONTRACTOR**

---

Name: Ryan Jolley

---

Address:

---

11010 White Rock Rd., Ste. 200, Rancho Cordova, Ca 95670

---

Telephone: 916.596.0790

---

Fax:

---

E-Mail: rjolley@geiconsultants.com

30. Electronic Deliverables. Where feasible, all reports, documents and other printed information provided to the Agency pursuant to this Agreement shall be submitted in both written and Electronic formats.
31. 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.
32. 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.
33. Exhibits. The following Exhibits are attached hereto and incorporated by reference:

Exhibit A - Scope of Work/ Work Schedule

Exhibit B - Fee Schedule

34. Force Majeure. Force Majeure "Event of Force Majeure" means an event beyond the control of CONTRACTOR and Agency, which prevents a Party from complying with any of its obligations under this Agreement, including but not limited to, acts of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); war, hostilities, acts of terrorism, riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of CONTRACTOR or its subcontractors.

Neither Agency nor CONTRACTOR shall be considered in breach of this Agreement to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an event of Force Majeure. Either Agency or CONTRACTOR shall give written notice to the other upon becoming aware that an Event of Force Majeure.

35. Dispute Resolution. Both Parties agree to submit any claims, disputes or controversies arising out of or in relation to the interpretation, application, or enforcement of this Agreement to non-binding mediation pursuant to the Rules for Commercial Mediation of the American Arbitration Association, as a condition precedent to litigation or any other form of dispute resolution.

36. 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.

*[Section intentionally left blank]*

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

**MONTEREY COUNTY WATER  
RESOURCES AGENCY:**

**CONTRACTOR:  
GEI Consultants**

BY:

BY:

Ara Azhderian  
General Manager

Type Name:

Title:

Date:

Date:

BY:

Type Name:

Title:

Date:

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

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

\* \* \* \* \*

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

Approved as to fiscal provisions:

\_\_\_\_\_  
Chief Assistant County Counsel

\_\_\_\_\_  
Administrative Analyst

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

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

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

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

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

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

<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

### GEI Consultants Scope of Work

All deliverables will be submitted in electronic format. All draft deliverables will be submitted to Monterey County Water Resources Agency (MCWRA) for one round of review. Draft deliverables will then be finalized by incorporating MCWRA's edits and making additional revisions based on one set of consolidated comments from MCWRA.

### San Antonio Dam Spillway Replacement Project Environmental Consultant Services

The following presents GEI Consultants, Inc. (GEI) proposed scope of work for the San Antonio (SA) Dam Spillway Replacement Project. GEI's cost estimate is provided in **Table 1** at the end of the proposed scope of work.

#### Task SA-1 Project Management and Team Coordination

GEI shall provide the management and staff needed to plan, organize, direct, supervise, control and coordinate the administrative aspects of the environmental consulting work including contract and subcontract administration, accounting, purchasing, office services, personnel administration, publications support, document and drawing control administration; necessary to complete the requirements of the Contract. GEI shall also provide the management and qualified technical staff needed to plan, organize, direct, supervise, and perform all aspects of the environmental technical analysis.

GEI's project manager and California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) lead, permitting lead, and Environmental Impact Report (EIR) manager will attend a kick-off meeting with MCWRA staff to address the project work plan and schedule and to establish processes, including communication preferences by MCWRA staff and a uniform project file system. Ryan Jolley and two additional key staff are also prepared to attend twice-monthly, hour-long virtual status meetings with MCWRA and Program Manager throughout the duration of the technical studies and CEQA phase. If permitting support is required after the CEQA phase, additional monthly meetings will be held.

Ryan Jolley will maintain the project budget and schedule developed for this proposal, including all tasks and deliverables, key milestones, and decision points. He will manage the project, administer the contract, oversee task authorizations, coordinate with the MCWRA team to complete this scope of work, review all draft and final deliverables, and prepare monthly progress reports and invoices. GEI will set up a project-specific MS Teams channel or SharePoint site and provide MCWRA staff access for data collection, file sharing, and document reviews. GEI will develop a preliminary cost estimate for environmental mitigation measures when the Draft EIR is completed and update the cost estimate as mitigation is finalized in the Mitigation Monitoring and Reporting Program (MMRP).

#### Task SA-1 Deliverables:

- Project Schedule (maintained)
- Meeting Agendas and Notes
- Monthly Invoices and Progress Reports

## **Task SA-2 Project Description**

The project description will be based on the 30% design, refinements anticipated between 30% and 60% design, and other information developed by MCWRA's design team. The project description will describe the project location, project objectives, existing facilities, facilities to be removed, proposed spillway components, and other components and their characteristics, construction (sequence, work zones, access, equipment and storage areas, haul routes, number of workers, number of days and times, and methods), any new or different maintenance activities, and anticipated permits and approvals. GEI will work with MCWRA and the design team to identify and describe the logistical aspects of project construction. The project description will contain figures of the regional project components, spillway components and other components, and construction areas, and will include design schematics, cross sections, and other illustrations as needed to clearly convey information.

### **Task SA-2 Deliverables:**

- Draft and Final Project Description

## **Task SA-3 Initial Study and Notice of Preparation**

MCWRA anticipates that an EIR is required for the Project. In accordance with the State CEQA Guidelines Section 15082, GEI will prepare a Notice of Preparation (NOP) of an EIR, including a summary project description, project location map, and a list of the potential environmental effects that will be evaluated in the Draft EIR—provided by the Initial Study (IS) checklist. GEI will prepare the IS in accordance with State CEQA Guidelines Appendix G Environmental Checklist (Appendix G) using the Spillway Alternatives Analysis, additional project information provided by MCWRA, and information on environmental conditions in publicly available databases, documents, and MCWRA's Interlake Tunnel and Spillway Modification Project Draft EIR.

Following an initial kickoff to introduce GEI's technical specialists to the project details and existing reports and information, GEI's project team will meet to verbally discuss analytical approaches to address the questions in the Appendix G checklist, focus the analysis, and begin identifying mitigation strategies for impacts anticipated to be significant. The IS will provide substantial evidence to support conclusions for topics that will be focused out of the EIR based on the lack of potentially significant impacts. For topics analyzed in detail in the EIR, the Initial Study will identify the potential for significant impacts and describe the framework that will be used in the EIR analysis. After review and approval by MCWRA, the IS will be included as an attachment to the CEQA NOP. Both the NOP and IS shall be submitted to the State Clearinghouse, the Monterey County Recorder, and other interested parties in electronic (PDF) format.

### **Task SA-3 Deliverables:**

- Draft and Final NOP and Initial Study

## **Task SA-4 EIR Preparation**

### *Task SA-4.1 Finalize CEQA Strategy*

After the public scoping period has closed, GEI will prepare a table summarizing comments received on the NOP and identifying relevant EIR sections where the comment will be addressed. GEI's project manager and EIR manager (see staffing section for description of roles) will attend a meeting with MCWRA staff to discuss the strategy for the EIR considering the conclusions of the Initial Study and any comments received on the NOP. This discussion will outline the analytical approach and anticipated mitigation measures for those topics identified for detailed EIR analysis based on the Initial Study. The meeting discussion will also include an initial outline of alternatives for consideration, based on the design work already done, and the potential for alternatives to meet the CEQA requirement of reducing one or more significant project impacts. We will also discuss the likely cumulative projects and scope of the cumulative analysis. The intent of this approach meeting is to confirm alignment of GEI's CEQA strategy with MCWRA's expectations and minimize the need for substantial changes between the Administrative Draft and Draft EIR based on MCWRA's comments, as prioritized in the RFQ. The meeting conclusions and approach will be documented in a meeting summary, and GEI will begin preparation of the Administrative Draft EIR.

### *Task SA-4.2 Prepare Cultural Resources Technical Memorandum and Support AB 52 Consultation*

GEI will prepare a Cultural Resources Technical Memorandum to support the project throughout CEQA. The technical memorandum will present methods and findings of a California Historical Resources Information System (CHRIS) records search, a desktop geoarchaeological review, archival research, a pedestrian field survey covering up to 20 acres for the San Antonio Project, a search of the Sacred Lands File with the Native American Heritage Commission, outreach with historical societies, evaluation of resources for inclusion in the CRHR, and an impacts assessment. GEI's cost estimate includes evaluating the following five historic era-built environment resources that will be evaluated for inclusion in the CRHR: San Antonio Dam, two road segments, a building, and a pad that have been identified within the preliminary 20-acre study area. GEI's cost estimate assumes that there are no archaeological resources within the study area and the five built environment resources within the project area will be recommended not eligible for inclusion in the CRHR.

Additionally, GEI will assist MCWRA by providing an Assembly Bill (AB) 52 assistance package that includes AB 52 notification letters, a correspondence tracker, and applicable legislation to assist MCWRA implement AB 52. After receipt of notification letters, Native American contacts have 30 days to reply to a request for consultation under AB 52. GEI's cost estimate assumes no tribal responses will be received to the notification letters, no Tribal Cultural Resources will be identified, and the environmental document will result in no impact to tribal cultural resources.

### *Task SA-4.3 Conduct Biological Resources Survey*

GEI will review available information on sensitive biological resources that may be present in the vicinity of the project site, including information from the California Natural Diversity Database; the California Native Plant Society Inventory of Rare, Threatened, and Endangered Plants of California; the species list from the U.S. Fish and Wildlife Service (USFWS) Information for

Planning and Consultation website; and other relevant sources. GEI will then conduct a reconnaissance-level survey and site evaluation covering up to 20 acres for the San Antonio Project, focusing on characterizing site conditions and onsite habitats, identifying any potential sensitive habitats, confirming habitat suitability for various special-status species, and evaluating adjacent land uses and habitats that could be impacted by the project. GEI's cost estimate does not include protocol-level surveys for special-status plant or wildlife species. A biological resources survey will be conducted by two GEI biologists in a 10-hour field day, excluding travel time. A separate biological technical report is not necessary for the San Antonio Project and biological information and analysis will be incorporated into the Draft EIR.

#### **Task SA-4 Deliverables:**

- Public Scoping Comments Table Summary, CEQA Strategy Meeting Notes (Task SA-4.1)
- Draft and Final Cultural Resources Technical Memorandum (Task SA-4.2)
- Draft and Final AB52 Notification Guidance including Notification Letters (Task SA-4.2)
- Draft and Final Habitat Maps (Task SA-4.3)

#### **Task SA-5 Prepare Administrative Draft EIR**

GEI shall conduct all environmental studies necessary to complete an accurate and defensible EIR. All relevant comments from the scoping process shall be considered in preparing the EIR. The Administrative Draft EIR (ADEIR) shall be prepared as a complete deliverable and as close to a final reproducible copy as possible to facilitate MCWRA review. MCWRA and Program Manager will meet with the GEI to review revisions to the ADEIR. The intent is that MCWRA and GEI will have worked closely together and minimal review and revision will be required to develop the Draft EIR from the ADEIR.

GEI will prepare an ADEIR using a template approved by MCWRA and following the requirements of the State CEQA Guidelines for EIRs. The EIR contents and outline will follow the strategy and approach outlined in Task SA-4.1 based on discussion with MCWRA staff. GEI assumes that the following resource topics are not evaluated in the Draft EIR because they would not result in potentially significant impacts and are dismissed from further analysis in the IS: agriculture and forestry, energy, land use and planning, mineral resources, population and house, public services, recreation, transportation, and utilities and service systems.

For the remaining resource topics carried through to ADEIR for further environmental analysis, GEI will provide a detailed description of the environmental and regulatory setting (focusing on information supporting the impact analysis), significance criteria, methods used to evaluate impacts, relevant comments from public scoping, and detailed impact analyses. If a significant impact could occur, feasible mitigation measures will be identified to reduce the impact to a less-than-significant level to the extent possible. Information from the Interlake Tunnel and Spillway Modification Project Draft EIR will be used to the extent possible. GEI will also conduct the following for the ADEIR.

- GEI will use a standard air quality model to estimate construction-related emissions of criteria air pollutant for comparison to Monterey Bay Unified Air Pollution Control District requirements and thresholds for construction emissions.

- We will qualitatively evaluate short-term exposure of any nearby sensitive receptors to air pollutants.
- GEI will incorporate the findings from the biological resource background research and surveys conducted in Task SA-4.3 into the EIR section.
- GEI will incorporate the findings from existing cultural resources assessments provided by MCWRA and information developed in Task SA-4.2 to determine impacts to and potential mitigation for cultural resources.
- GEI will develop an estimate of construction GHG emissions from the air quality model and will identify amortized emissions over the anticipated lifespan of the project.
- GEI will conduct noise modeling of construction activities near sensitive receptors if needed, using the Federal Highway Administration's Roadway Construction Noise Model.

GEI will identify projects for the cumulative impacts analysis based on the Interlake Tunnel and Spillway Modification Project Draft EIR, additional projects identified by MCWRA and the design team in Task SA-4.1, and review of other publicly available information. The cumulative impact analysis will discuss the incremental effects of the project within the context of cumulative impacts at a lesser level of detail than the effects of the project alone. for consistency.

The alternatives analysis in the EIR will discuss the alternatives development/screening process employed by MCWRA for the project, identify alternatives considered but dismissed, and evaluate a reasonable range of alternatives considered, including the No Project Alternative, in comparison to the proposed project. Working closely with MCWRA, including as described in Task SA-4.1, GEI will identify a reasonable range of alternatives with the potential to reduce or avoid one or more of the significant impacts of the project, as required by CEQA.

#### Task SA-5 Deliverables:

- ADEIR

### Task SA-6 Prepare Draft EIR and NOA

GEI will prepare an electronic screen check Draft EIR with all revisions made as required by MCWRA, with a 5-day review period prior to public release. GEI will prepare a Notice of Availability for posting at the time of release.

#### Task SA-6 Deliverables:

- Screencheck Draft EIR
- Draft EIR and all Attachments
- Draft and Final Notice of Availability

### Task SA-7 Prepare Draft Responses to Comments

Pursuant to Section 15088 of the CEQA Guidelines, MCWRA, as the Lead Agency for the Project, is required to review and address all comments received on the Draft EIR. GEI shall adequately address received comments in both Master and Specific comments. Each written response will paraphrase the specific comments being responded to, followed by an appropriate response in keeping with the CEQA Guidelines and current CEQA practice. GEI will review, organize, and bracket comments received on the Draft EIR and identify comments requiring discussion with MCWRA. GEI will prepare responses to comments raising significant environmental issues, as

required by CEQA. The level of detail in the response will be dependent on the nature and level of detail of the comment. General responses will be provided to general comments, and master responses may be developed for multiple comments with similar topics. Responses will include reference to substantial evidence needed to defend the EIR in court. GEI will attend a meeting with MCWRA to review and discuss written and verbal comments received on the EIR and proposed responses and edits to the Draft EIR text.

#### Task SA-7 Deliverables:

- Draft Responses to Comments

### **Task SA-8 Prepare Administrative Final EIR**

Upon receipt of MCWRA comments on the draft responses to comments document, GEI will prepare an Administrative Draft Final EIR (ADFEIR). The ADFEIR will incorporate all agency revisions to the draft responses to comments, as appropriate.

#### Task SA-8 Deliverables:

- ADFEIR

### **Task SA-9 Prepare Final EIR**

GEI will incorporate MCWRA revisions to the ADFEIR into a screencheck draft of the Final EIR. The screencheck draft will contain all final text revisions and be presented in publishable format for final review by MCWRA. GEI will incorporate any final revisions to the Final EIR. If needed, MCWRA will print and circulate the Final EIR.

#### Task SA-9 Deliverables:

- Final EIR including all Attachments

### **Task SA-10 Prepare Findings, Statements of Overriding Considerations, NOD, and MMRP**

GEI will assist MCWRA and legal counsel in preparing the Findings of Fact in a separate Findings document. GEI will work with MCWRA in the development and review of the Findings of Fact. The Findings will be submitted to MCWRA with the Final EIR for consideration and adoption by the Agency Board of Supervisors prior to project approval. A draft findings document will be submitted to MCWRA for review. Comments received on the Draft finding document will be incorporated into the final Findings of Fact.

If MCWRA chooses to approve the proposed project and the project will result in the significant environmental effects, MCWRA will be required to state in writing the specific reasons to support its action based on information contained in the Final EIR and/or other information in the record. The Statement of Overriding Considerations will document these decisions and will be submitted with the Findings to MCWRA for consideration and adoption by the MCWRA Board of Supervisors prior to project approval. GEI will assist MCWRA and legal counsel in preparing a draft Statement of Overriding Considerations document which will be submitted to MCWRA for review. Comments received on the Draft will be incorporated into the final Statement of Overriding Considerations.

The Draft EIR analysis will identify and discuss resource benefits, as well as impacts required by CEQA, so that these benefits can be used in the Findings, and Statement of Overriding Considerations if required, for a more robust summary of not only project impacts but project benefits as well.

GEI will develop the MMRP for all mitigation measures required in the Final EIR. The MMRP will include the proposed mitigation measures; specific actions to be carried out by the responsible party; parties responsible to implement the actions; parties responsible for monitoring the action; timing of the action; and the reporting of the results of that mitigation effort.

GEI will prepare the CEQA Notice of Determination (NOD) within 5 working days after approval of the project and deliver it to the State Clearinghouse and the Monterey County Recorder.

#### **Task SA-10 Deliverables:**

- Draft and Final Findings of Fact
- Draft and Final Statement of Overriding Considerations (if necessary)
- Draft and Final MMRP
- Draft and Final NOD

#### **Task SA-11 Final EIR Certification/Public Outreach**

GEI will aid in the development of and presentation of materials to support MCWRA during its Public Hearing to consider whether to certify the Final EIR and approve the proposed project. An action item is required at both the Monterey County Water Resources Agency Board of Directors and the Monterey County Water Resources Agency Board of Supervisors to complete the certification and approval process. GEI will also maintain the stakeholder and public agency contact database for the Project. At least ten (10) days prior to hearing, GEI will submit responses to comments to EIR commenters.

#### **Task SA-11 Deliverables:**

- Meeting Materials (as needed)

#### **Task SA-12 Public Meetings**

GEI shall prepare for and participate in the following meetings.

- **Public Scoping Meeting for EIR.** This meeting involves soliciting from the public the issues and concerns that should be addressed in the EIR. GEI will run this meeting using the latest industry standard graphics and presentation software and will provide all meeting materials. GEI will be responsible for preparing (in coordination with MCWRA staff) materials and sending notices of the meeting and preparing a summary record of the meeting's proceedings.
- **Public Review Meeting for Draft EIR.** The Draft EIR will be presented at this meeting. GEI will provide a presentation using the latest industry standard graphics and software and provided all meeting materials. GEI will be responsible for preparing (in coordination with MCWRA staff) and sending notices of the meeting and preparing a summary record of the meeting's proceedings. Written public comments received during the meeting will be included in the environmental record.

For each meeting, GEI will prepare a PowerPoint presentation highlighting the project, EIR preparation and conclusions, and the CEQA process for use during the meeting. Prior to each public meeting, GEI will review the presentations and meeting details in a meeting with MCWRA staff and will make updates based on input received. Following each public meeting, GEI will prepare a summary of the meeting proceedings.

#### **Task SA-12 Deliverables:**

- Meeting Notice(s) and Materials
- Meeting Summary
- Meeting PowerPoint Presentations

#### **Task SA-13 Public Outreach**

GEI shall prepare a mailing list of special interest groups and other stakeholders resulting from MCWRA meetings/interviews. GEI will also maintain a contact management system to trace all contact with stakeholders, other agencies and members of the public at large. GEI will assist MCWRA in developing protocols for public communications related to the Project, maintain a project database and will assist MCWRA with providing information to the public including: posting on MCWRA's website and emails to stakeholders, assist in the preparation for and participation with MCWRA staff in at least two (2) public meetings as defined in Task SA-3.12, and public meeting quality electronic exhibits.

GEI will assist MCWRA with public outreach, including developing a mailing list of interest groups and stakeholders, maintaining a contact management system to document interactions with agencies and the public, and provide up to four updates for posting on MCWRA website and distributing to interested parties via email. GEI will also mail notices, including the NOP and NOA, on behalf of MCWRA. We have included mailing cost for up to 30 hard copies of the NOP and NOA. Our cost estimate assumes MCWRA will publish the public notice in the newspaper(s) and have electronic access available to all CEQA-related documents.

#### **Task SA-13 Deliverables:**

- Draft and Final Meeting Notice(s) and Materials
- Mailing List
- Contact Management System
- Four Project Update Narratives
- Mailing up to 30 Copies Each of the NOP and NOA

#### **Task SA-14 Permits and Other Approvals**

##### *Task SA-14.1 Conduct Aquatic Resources Delineation*

GEI will review USFWS National Wetland Inventory maps, Natural Resources Conservation Service soil survey information, U.S. Geological Survey 7.5-minute series topographic maps, and aerial photographs of the project sites in preparation for an ARD. GEI will conduct the ARD in accordance with current USACE methodologies and prepare an ARD Report that follows USACE Minimum Standards for Acceptance of Aquatic Resources Delineation Reports. The ARD will be conducted within the reservoir area leading to the spillway, the spillway proper, and the spillway

channel below the flip bucket to the confluence with the San Antonio River. The delineation will accurately depict the location and extent of waters of the U.S. potentially subject to USACE jurisdiction under CWA Section 404 and waters of the state under Section 401 of the CWA or Porter-Cologne Water Quality Control Act.

#### *Task SA-14.2 Prepare Permitting Strategy*

If it is determined that permits are needed for the project, then GEI will develop a comprehensive environmental and regulatory compliance strategy plan that addresses both federal and state laws and regulations, specifically the federal and California Endangered Species Acts (ESAs), CWA, and Section 1602 of the California Fish and Game Code. The strategy will identify the permit types to be sought and provide potential options for satisfying habitat mitigation and other requirements. Specifically, GEI will:

- Identify permit triggers and methods and processes for obtaining required permits and authorizations.
- Present a detailed strategy identifying the constraints and benefits of selecting a permitting process.
- Consider the implications of the permitting and compensatory mitigation pathways on the objectives and schedule.
- Summarize general timeframes, costs, and other requirements.

#### *Task SA-14 Deliverables:*

- Draft and Final Aquatic Resources Delineation (Task SA-14.1)
- Draft and Final Permitting Strategy including summary permits and approvals required to implement the project, general approach and cost estimate (Task SA-14.2)

#### **Task SA-15 Optional Task: Prepare and Process Permit Applications**

If permits are required based on work performed in Task SA-14, then GEI will prepare permit applications and support MCWRA in permit negotiations and approvals following the strategy, scope, and budget developed in Task SA-14.

#### *Task SA-15 Deliverables:*

- To be determined upon completion of Task SA-14.

Table 1. Detailed Cost Estimate for San Antonio Dam Spillway Replacement Project Environmental Consulting Services

|         |                                                                                                | Eng. Grade 8<br>Senior<br>Consultant | Env. Grade 8<br>Senior<br>Consultant | Env. Grade 7<br>Senior<br>Professional | Env. Grade 6<br>Senior<br>Professional | Eng. Grade 5<br>Senior<br>Professional | Env. Grade 5<br>Senior<br>Professional | Env. Grade 4<br>Project<br>Professional | Env. Grade 2<br>Project<br>Professional | Env. Grade 1<br>Staff<br>Professional | Word<br>Processor | Total Hours | Total Dollars |
|---------|------------------------------------------------------------------------------------------------|--------------------------------------|--------------------------------------|----------------------------------------|----------------------------------------|----------------------------------------|----------------------------------------|-----------------------------------------|-----------------------------------------|---------------------------------------|-------------------|-------------|---------------|
| Task    | Task Name                                                                                      | \$368                                | \$315                                | \$275                                  | \$220                                  | \$238                                  | \$195                                  | \$160                                   | \$120                                   | \$100                                 | \$100             |             |               |
| SA-1    | Project Management and Team Coordination                                                       |                                      |                                      |                                        |                                        |                                        |                                        |                                         |                                         |                                       |                   |             |               |
|         | Meetings (1 kickoff meeting and 34 bi-monthly 1 hours meetings from Sept 2026 to January 2028) |                                      | 38                                   | 38                                     |                                        |                                        | 38                                     |                                         |                                         |                                       |                   | 114         | \$ 29,830     |
|         | Project administration and coordination (assumes 17 months of work)                            |                                      | 50                                   | 5                                      |                                        |                                        | 20                                     |                                         |                                         |                                       |                   | 75          | \$ 21,025     |
|         | Mitigation measures cost estimate                                                              |                                      | 4                                    | 8                                      |                                        |                                        | 8                                      |                                         |                                         |                                       |                   | 20          | \$ 5,020      |
|         | Subtotal Task 1                                                                                | 0                                    | 92                                   | 51                                     | 0                                      | 0                                      | 66                                     | 0                                       | 0                                       | 0                                     | 0                 | 209         | \$ 55,875     |
| SA-2    | Project Description                                                                            |                                      |                                      |                                        |                                        |                                        |                                        |                                         |                                         |                                       |                   |             |               |
|         |                                                                                                | 4                                    | 10                                   | 5                                      |                                        | 4                                      | 80                                     | 45                                      |                                         |                                       |                   | 148         | \$ 29,749     |
| SA-3    | Initial Study and NOP                                                                          |                                      |                                      |                                        |                                        |                                        |                                        |                                         |                                         |                                       |                   |             |               |
|         |                                                                                                |                                      | 10                                   | 14                                     | 4                                      |                                        | 110                                    | 44                                      |                                         |                                       |                   | 182         | \$ 36,370     |
| SA-4    | EIR Preparation                                                                                |                                      |                                      |                                        |                                        |                                        |                                        |                                         |                                         |                                       |                   |             |               |
| SA-4.1  | Finalize CEQA Strategy                                                                         |                                      | 16                                   |                                        |                                        |                                        | 16                                     |                                         |                                         |                                       |                   | 32          | \$ 8,160      |
| SA-4.2  | Prepare Cultural Resources Technical Memorandum and Support AB 52 Consultation                 |                                      |                                      | 25                                     | 30                                     |                                        |                                        | 96                                      | 120                                     |                                       | 8                 | 279         | \$ 44,035     |
| SA-4.3  | Conduct Biological Resources Survey                                                            |                                      |                                      | 20                                     |                                        |                                        | 30                                     | 30                                      |                                         | 40                                    | 8                 | 128         | \$ 20,950     |
|         | Subtotal Task 4                                                                                | 0                                    | 16                                   | 45                                     | 30                                     | 0                                      | 46                                     | 126                                     | 120                                     | 40                                    | 16                | 439         | \$ 73,145     |
| SA-5    | Prepare Administrative Draft EIR                                                               |                                      |                                      |                                        |                                        |                                        |                                        |                                         |                                         |                                       |                   |             |               |
|         | Introduction                                                                                   |                                      |                                      |                                        |                                        |                                        | 10                                     |                                         |                                         |                                       |                   | 10          | \$ 1,950      |
|         | Aesthetics                                                                                     |                                      |                                      |                                        |                                        |                                        | 40                                     | 8                                       |                                         |                                       |                   | 48          | \$ 9,080      |
|         | Air Quality (including emissions modeling)                                                     |                                      |                                      |                                        |                                        |                                        |                                        | 60                                      |                                         |                                       |                   | 60          | \$ 9,600      |
|         | Biological Resources                                                                           |                                      |                                      | 8                                      |                                        |                                        | 28                                     | 10                                      |                                         |                                       |                   | 46          | \$ 9,260      |
|         | Cultural Resources                                                                             |                                      |                                      | 8                                      | 8                                      |                                        |                                        | 16                                      | 16                                      |                                       |                   | 48          | \$ 8,440      |
|         | Geology and Soils                                                                              |                                      |                                      | 24                                     |                                        |                                        |                                        | 22                                      |                                         |                                       |                   | 46          | \$ 10,120     |
|         | Greenhouse Gas Emissions (emissions modeling covered under air quality)                        |                                      |                                      |                                        |                                        |                                        |                                        | 24                                      |                                         |                                       |                   | 24          | \$ 3,840      |
|         | Hazards and Hazardous Materials                                                                |                                      |                                      |                                        |                                        |                                        | 30                                     |                                         |                                         |                                       |                   | 30          | \$ 5,850      |
|         | Hydrology and Water Quality                                                                    |                                      |                                      | 24                                     |                                        |                                        |                                        | 6                                       |                                         |                                       |                   | 30          | \$ 7,560      |
|         | Noise                                                                                          |                                      |                                      |                                        |                                        |                                        |                                        | 40                                      |                                         |                                       |                   | 40          | \$ 6,400      |
|         | Tribal Cultural Resources                                                                      |                                      |                                      | 16                                     |                                        |                                        |                                        | 16                                      |                                         |                                       |                   | 32          | \$ 6,960      |
|         | Wildfire                                                                                       |                                      |                                      |                                        |                                        |                                        | 24                                     |                                         |                                         |                                       |                   | 24          | \$ 4,680      |
|         | Other CEQA except Cumulative                                                                   |                                      |                                      |                                        |                                        |                                        | 8                                      |                                         |                                         |                                       |                   | 8           | \$ 1,560      |
|         | Cumulative Impacts                                                                             |                                      |                                      |                                        |                                        |                                        | 40                                     |                                         |                                         |                                       |                   | 40          | \$ 7,800      |
|         | Alternatives                                                                                   |                                      |                                      |                                        |                                        |                                        | 40                                     |                                         |                                         |                                       |                   | 40          | \$ 7,800      |
|         | Executive Summary                                                                              |                                      |                                      |                                        |                                        |                                        | 20                                     |                                         |                                         |                                       |                   | 20          | \$ 3,900      |
|         | Compile and Review Administrative Draft EIR                                                    |                                      | 20                                   | 16                                     |                                        |                                        | 50                                     |                                         |                                         | 6                                     |                   | 92          | \$ 21,050     |
|         | Subtotal Task 5                                                                                | 0                                    | 20                                   | 96                                     | 8                                      | 0                                      | 290                                    | 202                                     | 16                                      | 0                                     | 6                 | 638         | \$ 125,850    |
| SA-6    | Prepare Draft EIR and NOA                                                                      |                                      |                                      |                                        |                                        |                                        |                                        |                                         |                                         |                                       |                   |             |               |
|         |                                                                                                |                                      | 10                                   | 10                                     | 2                                      |                                        | 47                                     | 15                                      |                                         |                                       | 24                | 108         | \$ 20,305     |
| SA-7    | Prepare Draft Responses to Comments                                                            |                                      |                                      |                                        |                                        |                                        |                                        |                                         |                                         |                                       |                   |             |               |
|         | (assumes up to 60 hours to prepare draft responses)                                            |                                      | 16                                   | 12                                     | 2                                      |                                        | 42                                     |                                         |                                         |                                       | 10                | 82          | \$ 17,970     |
| SA-8    | Prepare Administrative Final EIR                                                               |                                      |                                      |                                        |                                        |                                        |                                        |                                         |                                         |                                       |                   |             |               |
|         |                                                                                                |                                      | 8                                    | 8                                      |                                        |                                        | 40                                     | 8                                       |                                         |                                       | 8                 | 72          | \$ 14,600     |
| SA-9    | Prepare Final EIR                                                                              |                                      |                                      |                                        |                                        |                                        |                                        |                                         |                                         |                                       |                   |             |               |
|         |                                                                                                |                                      | 4                                    |                                        |                                        |                                        | 24                                     |                                         |                                         |                                       |                   | 28          | \$ 5,940      |
| SA-10   | Prepare Findings, Statement of Overriding Considerations, NOD, and MMRP                        |                                      |                                      |                                        |                                        |                                        |                                        |                                         |                                         |                                       |                   |             |               |
|         |                                                                                                |                                      | 6                                    |                                        |                                        |                                        | 20                                     |                                         |                                         |                                       | 2                 | 28          | \$ 5,990      |
| SA-11   | Final EIR Certification/Public Outreach                                                        |                                      |                                      |                                        |                                        |                                        |                                        |                                         |                                         |                                       |                   |             |               |
|         |                                                                                                |                                      | 4                                    |                                        |                                        |                                        | 10                                     |                                         |                                         |                                       |                   | 14          | \$ 3,210      |
| SA-12   | Public Meetings                                                                                |                                      |                                      |                                        |                                        |                                        |                                        |                                         |                                         |                                       |                   |             |               |
|         |                                                                                                |                                      | 20                                   |                                        |                                        |                                        | 20                                     |                                         |                                         |                                       | 10                | 50          | \$ 11,200     |
| SA-13   | Public Outreach                                                                                |                                      |                                      |                                        |                                        |                                        |                                        |                                         |                                         |                                       |                   |             |               |
|         |                                                                                                |                                      | 20                                   | 0                                      |                                        |                                        | 20                                     |                                         |                                         |                                       | 10                | 50          | \$ 11,200     |
| SA-14   | Permits and Other Approvals                                                                    |                                      |                                      |                                        |                                        |                                        |                                        |                                         |                                         |                                       |                   |             |               |
| SA-14.1 | Conduct Aquatic Resources Delineation                                                          |                                      | 2                                    |                                        | 90                                     |                                        |                                        | 68                                      |                                         |                                       | 4                 | 164         | \$ 31,710     |
| SA-14.2 | Prepare Permitting Strategy                                                                    |                                      | 4                                    | 26                                     | 4                                      |                                        | 20                                     |                                         |                                         |                                       |                   | 54          | \$ 13,190     |
|         | Subtotal Task 14                                                                               | 0                                    | 6                                    | 26                                     | 94                                     | 0                                      | 20                                     | 68                                      | 0                                       | 0                                     | 4                 | 218         | \$ 44,900     |
| SA-15   | OPTIONAL TASK: Prepare and Process Permit Applications (if required)                           |                                      |                                      |                                        |                                        |                                        |                                        |                                         |                                         |                                       |                   |             |               |
|         | Cost TBD at a later date, if needed, based on Task 14 Deliverable                              |                                      |                                      |                                        |                                        |                                        |                                        |                                         |                                         |                                       |                   | TBD         | TBD           |
|         | Total Labor Hours                                                                              | 4                                    | 242                                  | 267                                    | 140                                    | 4                                      | 835                                    | 508                                     | 136                                     | 40                                    | 90                | 2,266       |               |
|         | Total Labor Dollars                                                                            | \$1,472                              | \$76,230                             | \$73,425                               | \$30,800                               | \$952                                  | \$162,825                              | \$81,280                                | \$16,320                                | \$4,000                               | \$9,000           |             | \$ 456,304    |

|                                                                         |          |
|-------------------------------------------------------------------------|----------|
| Other Direct Costs                                                      |          |
| Cultural Resources Records Search and Survey Travel Expenses (Task 4.2) | \$ 3,200 |
| Biological Survey Travel Expenses (Task 4.3)                            | \$ 2,200 |
| Kickoff and Public Meeting Travel Expenses (Tasks 1 and 12)             | \$ 2,700 |
| Total Other Direct Costs                                                | \$ 8,100 |

Total Estimated Project Cost WITHOUT Optional Task 15 \$ 464,404

## Nacimiento Plunge Pool Project Environmental Consulting Services

The following presents GEI Consultants, Inc. (GEI) proposed scope of work for the Nacimiento (N) Plunge Pool Project. GEI's cost estimate is provided in **Table 2** at the end of the proposed scope of work.

### Task N-1 Project Management and Team Coordination

GEI shall provide the management and staff needed to plan, organize, direct, supervise, control and coordinate the administrative aspects of the environmental consulting work including contract and subcontract administration, accounting, purchasing, office services, personnel administration, publications support, document and drawing control administration; necessary to complete the requirements of the Contract. GEI shall also provide the management and qualified technical staff needed to plan, organize, direct, supervise, and perform all aspects of the environmental technical analysis.

GEI's project manager and CEQA/NEPA lead, permitting lead, and Initial Study/Mitigated Negative Declaration (IS/MND) manager will attend a kick-off meeting with MCWRA staff to address the project work plan and schedule, and to establish processes, including communication preferences by MCWRA staff and a uniform project file system. Ryan Jolley and up to two additional key staff are also prepared to attend twice-monthly, hour-long virtual status meetings with MCWRA and Program Manager throughout the duration of the technical studies and CEQA phase. Additionally, during the permitting and after the CEQA phase is complete, monthly meetings will be held.

Ryan Jolley will maintain the project schedule developed for this proposal, including all tasks and deliverables, key milestones, and decision points. Ryan will oversee the task authorization and provide project management, including coordination with MCWRA team to complete this scope of work; providing review of all draft and final deliverables; and time for administration of the contract, preparing progress reports, and invoicing. GEI will set up a project specific MS Teams channel or SharePoint and provide MCWRA staff access for data collection, file sharing, and document reviews. GEI will develop a preliminary cost estimate for environmental mitigation measures with the IS/MND and update the cost estimate when the MMRP is completed and again when permits are obtained.

#### Task N-1 Deliverables:

- Project Schedule (maintained)
- Meeting Agendas and Notes
- Monthly Invoices and Progress Reports

### Task N-2 Project Description

The project description will be based on the 30% design, refinements anticipated between 30% and 60% design, and other information developed by MCWRA's design team. The project description will describe the project location, project objectives, existing facilities, RSP bank stabilization, other components and their characteristics, construction (sequence, work zones, access, equipment and storage areas, haul routes, number of workers, number of days and

times, and methods), any new or different maintenance activities, and anticipated permits and approvals. GEI will work with MCWRA and the design team to identify and describe the logistical aspects of the project construction. The project description will contain figures of the regional project components, spillway components and other components, and construction areas, and will include design schematics, cross sections, and other illustrations as needed to clearly convey information.

#### **Task N-2 Deliverables:**

- Draft and Final Project Description

### **Task N-3 CEQA Documentation**

#### *Task N-3.1 Finalize CEQA Strategy*

Once the project description details have been identified and additional information has been collected, GEI will hold an internal workshop with our CEQA team to briefly review the Appendix G Checklist and identify the proposed analytical approach, likely impact conclusions, additional information to be collected, and begin to identify mitigation measures to address impacts that may be significant. Following this internal meeting, GEI's project manager and IS/MND manager will attend a meeting with MCWRA staff to confirm the type of CEQA document required for the project and the strategy for CEQA compliance; GEI assumes that an IS/MND will be the appropriate document to comply with CEQA requirements. At the meeting with

GEI's leadership team will outline the analytical approach and anticipated mitigation measures based on the initial outline discussion with GEI's team. GEI will also seek input from MCWRA staff on stakeholders and key issues that MCWRA may have identified during the design process or other related activities. The intent of this approach meeting is to confirm alignment of GEI's CEQA strategy with MCWRA's expectations and minimize the need for substantial changes between the Administrative Draft and public IS/MND based on MCWRA's comments, as prioritized in the RFQ. The meeting conclusions and approach will be documented in a meeting summary, and GEI will begin preparation of the Administrative Draft IS/MND.

#### *Task N-3.2 Prepare Cultural Resources Technical Report and Support AB 52 Consultation*

GEI will prepare a Cultural Resources Technical Report to support the project throughout CEQA and Section 106 of the NHPA. The technical report will present methods and findings of the following: a CHRIS records search, a desktop geoarchaeological review, archival research, a pedestrian field survey covering up to 20 acres for the Nacimiento Project, a search of the Sacred Lands File with the Native American Heritage Commission, outreach with historical societies, evaluation of resources for inclusion in the CRHR and National Register of Historic Places (NRHP), and an impacts and effects assessment.

GEI's cost estimate includes evaluating the following six historic era-built environment resources will be evaluated for inclusion in the CRHR/NRHP: Nacimiento Dam, Nacimiento Lake Drive, River Road, Heritage Road, a day use ramp, and a building that have been identified within the preliminary 20-acre study area. GEI's cost estimate assumes that there are no archaeological resources within the study area and the six built environment resources within the study area will be recommended not eligible for inclusion in the CRHR/NRHP.

Additionally, GEI will assist MCWRA by providing an AB 52 assistance package that includes AB 52 notification letters, a correspondence tracker, and applicable legislation to assist MCWRA in implementing AB 52. After receipt of notification letters, Native American contacts have 30 days to reply to a request for consultation under AB 52. GEI's cost estimate assumes no tribal responses will be received to the notification letters, no tribal cultural resources will be identified, and the environmental document will result in no impact to tribal cultural resources.

#### *Task N-3.3 Prepare Biological Resources Technical Report*

GEI will review available information on sensitive biological resources that may be present in the vicinity of the project site, including information from the California Natural Diversity Database; the California Native Plant Society Inventory of Rare, Threatened, and Endangered Plants of California; the species list from the USFWS Information for Planning and Consultation website; and other relevant sources. GEI will evaluate the potential for all relevant special-status species to occur within the area of potential effect established for the project, including areas disturbed for construction and staging activities. GEI will review USFWS National Wetland Inventory maps, Natural Resources Conservation Service soil survey information, U.S. Geological Survey 7.5-minute series topographic maps, and aerial photographs of the project sites. GEI will conduct a reconnaissance-level survey and site evaluation of up to 20 acres for the Nacimiento Project, focusing on characterizing site conditions and onsite habitats, identifying any potential sensitive habitats, confirming habitat suitability for various special-status species, and evaluating adjacent land uses and habitats that could be impacted by the project.

GEI will prepare a technical report to support CEQA and permitting using the information collected. GEI's cost estimate does not include protocol-level surveys for special-status plant or wildlife species.

#### **Task N-3 Deliverables:**

- CEQA Strategy Meeting Notes (Task N-3.1)
- Draft and Final Cultural Resources Technical Report (Task N-3.2)
- Draft and Final AB52 Notification Guidance including Notification Letters (Task N-3.2)
- Draft and Final Biological Resources Technical Report (Task N-3.3)

#### **Task N-4 Prepare Administrative Draft IS/MND**

GEI will prepare an Administrative Draft IS/MND using a template approved by MCWRA and following the requirements of the State CEQA Guidelines for IS/MNDs. The IS/MND contents and outline will follow the strategy and approach outlined in Task N-3.1 based on discussion with MCWRA staff. For each resource area section in the environmental analysis, GEI will provide a summary of the environmental and regulatory information supporting the impact analysis (i.e., at a much lesser level of detail than would be provided in an EIR), significance criteria, methods used to evaluate impacts, and detailed impact analyses. If a significant impact could occur, feasible mitigation measures will be identified to reduce the impact to a less-than-significant level to the extent possible. Information from the Interlake Tunnel and Spillway Modification Project EIR will be used to the extent possible. GEI will use conclusions developed in the environmental analysis to complete the mandatory findings. GEI will also conduct the following for the Administrative Draft IS/MND.

- GEI will use a standard air quality model to estimate construction-related emissions of criteria air pollutant for comparison to San Luis Obispo County Air Pollution Control District requirements and thresholds for construction emissions.
- We will qualitatively evaluate short-term exposure of any nearby sensitive receptors to air pollutants.
- GEI will incorporate the findings from the biological resource background research and surveys conducted in Task N-3.3 into the EIR section.
- GEI will incorporate the findings from existing cultural resources assessments provided by MCWRA and information developed in Task N-3.2 to determine impacts to and potential mitigation for cultural resources.
- GEI will develop an estimate of construction GHG emissions from the air quality model and will identify amortized emissions over the anticipated lifespan of the project.
- GEI will conduct noise modeling of construction activities near sensitive receptors if needed, using the Federal Highway Administration's Roadway Construction Noise Model.

#### Task N-4 Deliverables:

- Administrative Draft IS/MND

#### Task N-5 Prepare Public IS/MND and NOI

GEI will revise the Administrative Draft IS/MND based on one round of comments from MCWRA and coordinate with MCWRA to resolve any substantive comments. GEI will then prepare the Screencheck Public IS/MND and coordinate with MCWRA to resolve any remaining final comments, which are anticipated to be minor. GEI will then finalize the IS/MND for public review. GEI will also prepare a Notice of Intent (NOI) to adopt an MND. A newspaper notice will also be prepared and published for notifying the public of the NOI and public review and comment period.

#### Task N-5 Deliverables:

- Screencheck Draft IS/MND
- Public IS/MND
- Draft and Final NOI and Newspaper Notice

#### Task N-6: Prepare Responses to Comments

CEQA does not require responding to comments received on an IS/MND. However, many lead agencies elect to prepare responses to comments to provide complete documentation in the CEQA Administrative Record. GEI will provide up to 40 hours of support to bracket, categorize, and prepare responses to comments for MCWRA.

#### Task N-6 Deliverables:

- Draft and Final Responses to Comments

#### Task N-7 Prepare NOD, NOC, and MMRP

An MMRP will be prepared using the mitigation measures identified in the IS/MND and satisfying requirements of CEQA Guidelines Section 15074(d). A table will be prepared that identifies each mitigation measure, implementation duration, monitoring duration, and

responsibility for implementation and monitoring. A draft of the MMRP will be submitted to MCWRA for review and comment. GEI will then address comments and finalize the MMRP.

GEI will prepare the CEQA NOD within 5 working days after approval of the project and deliver it to the State Clearinghouse and the Monterey County Recorder.

#### Task N-7 Deliverables:

- Draft and Final MMRP
- Draft and Final Notice of Completion
- Draft and Final NOD

### Task N-8 Public Outreach

GEI shall prepare a mailing list of special interest groups and other stakeholders for distribution of environmental documents. GEI will assist MCWRA in developing protocols for public communications related to the project and will assist MCWRA with providing information to the public, including: documents formatted for posting on MCWRA's website; distribution of documents via emails to stakeholders; and preparation for and participation with MCWRA staff in two (2) Agency Board of Supervisor meetings, including the preparation of public meeting quality electronic exhibits.

GEI will support MCWRA with public outreach, including maintaining a mailing list for distribution of environmental documents, assisting with communication protocols for CEQA, providing documents in a format suitable for posting on MCWRA's website, and preparing for and participating in two public meetings, including developing electronic exhibits or presentations.

#### Task N-8 Deliverables:

- Mailing List, Web-ready Documents, One set of Exhibits and Presentations

### Task N-9 Permits and Other Approvals

#### *Task N-9.1 Prepare Permitting Strategy*

GEI will develop a comprehensive environmental and regulatory compliance strategy plan that addresses both state and federal laws and regulations, specifically the federal and California ESAs, CWA, and Section 1602 of the California Fish and Game Code. The strategy will identify the permit types to be sought and provide potential options for satisfying habitat mitigation and other requirements. We assume that compensatory mitigation if needed, such as for habitat impacts and tree removal, can be mitigated through a mitigation bank, in-lieu fee program, or other means such as payment to the Resources Conservation District for implementation of their programs. GEI's scope of work for the Nacimiento Project assumes that FERC will not require an application for amendment of the license exemption.

#### *Task N-9.2 Prepare CWA Section 404 Permit Application*

GEI assumes that the Ordinary High-Water Mark (OHWM) established in coordination with USACE for the Nacimiento Dam Spillway Emergency Repairs Project is the limit of jurisdiction and a separate ARD is not needed for the Nacimiento Project. It is assumed roller compacted

concrete would be placed below the OHWM, which would be considered as “fill” by USACE requiring a CWA Section 404 permit (404 permit). Additionally, demolition of the rock outcrop in the plunge pool may result in rock debris falling into the plunge pool depths, which would also constitute fill. GEI will first support MCWRA with arrangement of and attendance at a pre-application meeting with USACE for initial review and feedback on the project. GEI will recommend attendance of the pre-application meeting by RWQCB as well so that this meeting can satisfy the requirements of a pre-filing meeting by RWQCB. GEI will record meeting notes and minutes from the meeting.

The exact type of 404 permit to be used cannot be determined at this time due to uncertainty of the amount of impacts to the plunge pool and if additional impacts may occur to the Nacimiento River downstream of the plunge pool (likely temporary). The permit activity type that most resembles the project activities is bank stabilization, which corresponds to Nationwide Permit No. 13 (no other nationwide permits were initially identified by GEI as being potentially applicable). However, there are restrictions and limitations on use of Nationwide Permit No. 13 specific to the linear length of fill approved (no more than 500 feet) and fill amount per running foot of bank (no more than 1 cubic yard per running foot) that make use of this permit type uncertain. In contrast, there are no restrictions for use of an Individual Permit type, but there are more supporting documents that must be prepared for this permit type, including a CWA Section 404(b)(1) Alternatives Analysis and NEPA documentation.

The appropriate permit type will be determined through development of the permitting strategy plan in Task N-9.1 and USACE feedback in the pre-application meeting. However, for the purposes of the cost estimate, GEI is assuming that the permit will be an Individual Permit due to the limitations on linear length of fill approved under Nationwide Permit No. 13. GEI will be available for up to 20 hours of support during permit negotiations.

The 404(b)(1) Alternatives Analysis would be prepared under this task using the 2022 AECOM alternatives study and additional information from MCWRA, as needed, to identify the least environmentally damaging practicable alternative. An applicant-prepared Draft Environmental Assessment would be useful to efficiently and quickly satisfy NEPA compliance for an Individual Permit.

GEI will work with MCWRA to propose this approach and Optional Task N-9.8 of our scope of work includes preparation of an applicant-prepared Environmental Assessment should it be desired by USACE. A CWA Section 404 permit also requires compliance with the NHPA Section 106, which would be supported by submitting the Cultural Resources Technical Report prepared by GEI in Task N-3.2 of this scope, and compliance with ESA Section 7, which would be supported by submitting the Biological Assessment prepared by GEI in Task N-9.5 of this scope.

### *Task N-9.3 Prepare CWA Section 401 Water Quality Certification Application*

Based on previous experience from the Nacimiento Dam Spillway Emergency Repairs Project, GEI knows that RWQCB considers the plunge pool to be a jurisdictional water of the state. It is assumed that the Water Quality Certification (WQC) will cover the same placement of materials into the plunge pool as is being covered in the CWA 404 permit. It is assumed that an Individual WQC will be the appropriate application type as there are no General Orders that meet project

needs. GEI recommends that RWQCB will be present at the pre-application meeting with USACE and that meeting will meet the requirements of the pre-filing meeting such that a separate meeting with RWQCB is not needed. GEI will be available for up to 20 hours of support during permit negotiations.

#### *Task N-9.4 Prepare LSAA Notification*

It is assumed that CDFW will assert jurisdiction over the plunge pool to the top-of-bank of the plunge pool. To prepare the Lake and Streambed Alteration Agreement (LSAA) Notification, GEI will collect additional project information from MCWRA, as needed, such as information on need for removal of trees, hydraulic and hydrologic conditions of the plunge pool post-project, and possible dewatering plans. GEI will be available for up to 20 hours of support during permit negotiations.

#### *Task N-9.5 Prepare USFWS and NMFS Joint Biological Assessment*

It is assumed that a Biological Assessment will be required because the dewatering and placement of materials into the plunge pool may affect and could result in “take” of fish and wildlife species listed under the federal ESA, including Central California Coast steelhead and species covered by USFWS, such as amphibians and California Condors. GEI will rely on surveys and information gathered during Task N-3.3 to compile the environmental baseline and will analyze the impacts of project implementation and operations and maintenance of the project site. GEI will be available for up to 20 hours of support during permit negotiations.

#### *Task N-9.6 Prepare CESA Incidental Take Permit Application*

It is assumed that an Incidental Take Permit (ITP) will be required because the dewatering and placement of materials into the plunge pool may affect and could result in “take” of wildlife species listed or proposed for listing under the California Endangered Species Act (CESA), specifically bald eagle and steelhead (but not golden eagle, which is fully protected). GEI will rely on information gathered during Task N-3.2 to compile the environmental baseline. If focused eagle surveys are needed for the ITP, based on the reconnaissance surveys and permitting strategy, then GEI can provide these additional surveys with a contract amendment.

#### *Optional Task N-9.7 Prepare Golden and Bald Eagle General Take Permit Application*

Bald and golden eagles are protected by the USFWS. Project disturbances within 660 feet of bald and golden eagle nests that result in the mortality of eagles and/or removal of nests require permits from USFWS. If bald and golden eagle nests are observed by GEI within 660 feet of the project area, GEI will assist MCWRA with obtaining a General Permit from USFWS for these species.

#### *Optional Task N-9.8 Applicant-Prepared Environmental Assessment*

If requested by USACE to support NEPA compliance for the CWA Section 404 Individual Permit, GEI will efficiently prepare an applicant-prepared Environmental Assessment using the IS/MND text and additional information required by NEPA. GEI will first prepare an Administrative Draft Environmental Assessment for MCWRA’s review and comment and then finalize the Final Draft Environmental Assessment for submittal to USACE. After this document is submitted to USACE,

GEI will be available for up to 30 hours of additional support to finalize the Environmental Assessment and NEPA compliance.

**Task N-9 Deliverables:**

- Draft and Final Permitting Strategy (Task N-9.1)
- Pre-application Meeting Notes (Task N-9.2)
- Draft and Final CWA Section 404 Permit Application (Task N-9.2)
- Draft and Final CWA 404(b)(1) Alternatives Analysis (Task N-9.2)
- Draft and Final CWA Section 401 WQC Application (Task N-9.3)
- Draft and Final LSAA Notification (Task N-9.4)
- Draft and Final USFWS and NMFS Joint Biological Assessment (Task N-9.5)
- Draft and Final CESA ITP Application (Task N-9.6)
- Draft and Final Bald and Golden Eagle General Permit (Optional Subtask N-9.7)
- Administrative Draft and Final Draft Applicant-Prepared Environmental Assessment (Optional Subtask N-9.8)

Table 2. Detailed Cost Estimate for Nacimiento Plunge Pool Project Environmental Consulting Services

|       |                                                                                               | Eng. Grade 8<br>Senior<br>Consultant | Env. Grade 8<br>Senior<br>Consultant | Env. Grade 7<br>Senior<br>Professional | Env. Grade 6<br>Senior<br>Professional | Env. Grade 5<br>Senior<br>Professional | Eng. Grade 5<br>Senior<br>Professional | Env. Grade 5<br>Senior<br>Professional | Env. Grade 4<br>Project<br>Professional | Env. Grade 2<br>Project<br>Professional | Env. Grade 1<br>Staff<br>Professional | Word<br>Processor | Total Hours | Total Dollars |
|-------|-----------------------------------------------------------------------------------------------|--------------------------------------|--------------------------------------|----------------------------------------|----------------------------------------|----------------------------------------|----------------------------------------|----------------------------------------|-----------------------------------------|-----------------------------------------|---------------------------------------|-------------------|-------------|---------------|
| Task  | Task Name                                                                                     | \$383                                | \$315                                | \$275                                  | \$220                                  | \$220                                  | \$253                                  | \$195                                  | \$160                                   | \$120                                   | \$100                                 | \$100             |             |               |
| N-1   | Project Management and Coordination                                                           |                                      |                                      |                                        |                                        |                                        |                                        |                                        |                                         |                                         |                                       |                   |             |               |
|       | Meetings (1 kickoff meeting and 42 bi-weekly 1 hours meetings from Sept 2026 to June 2028)    |                                      | 46                                   | 46                                     |                                        |                                        |                                        |                                        | 46                                      |                                         |                                       |                   | 138         | \$ 34,500     |
|       | Project administration and coordination (assumes 21 months of work)                           |                                      | 70                                   | 14                                     |                                        |                                        |                                        |                                        | 20                                      |                                         |                                       |                   | 104         | \$ 29,100     |
|       | Mitigation measures cost estimate                                                             |                                      | 4                                    | 14                                     |                                        |                                        |                                        |                                        | 8                                       |                                         |                                       |                   | 26          | \$ 6,390      |
|       | Subtotal Task 1                                                                               | 0                                    | 120                                  | 74                                     | 0                                      | 0                                      | 0                                      | 0                                      | 74                                      | 0                                       | 0                                     | 0                 | 268         | \$ 69,990     |
| N-2   | Project Description                                                                           | 2                                    | 10                                   | 4                                      | 0                                      | 0                                      | 2                                      | 0                                      | 100                                     | 0                                       | 0                                     | 0                 | 118         | \$ 21,522     |
| N-3   | CEQA Documentation                                                                            |                                      |                                      |                                        |                                        |                                        |                                        |                                        |                                         |                                         |                                       |                   |             |               |
| N-3.1 | Finalize CEQA Strategy                                                                        | 2                                    | 4                                    |                                        |                                        |                                        | 2                                      |                                        | 6                                       |                                         |                                       |                   | 14          | \$ 3,492      |
| N-3.2 | Prepare Cultural Resources Technical Report and Support AB 52 Consultation                    |                                      | 2                                    | 34                                     | 38                                     |                                        |                                        |                                        | 111                                     | 138                                     |                                       | 8                 | 331         | \$ 53,460     |
| N-3.3 | Prepare Biological Resources Technical Report                                                 |                                      | 2                                    | 20                                     |                                        |                                        |                                        | 60                                     | 30                                      |                                         | 40                                    | 8                 | 160         | \$ 27,430     |
|       | Subtotal Task 3                                                                               | 8                                    | 2                                    | 54                                     | 38                                     | 0                                      | 2                                      | 60                                     | 147                                     | 138                                     | 40                                    | 16                | 505         | \$ 84,382     |
| N-4   | Prepare Administrative Draft IS/MND                                                           |                                      |                                      |                                        |                                        |                                        |                                        |                                        |                                         |                                         |                                       |                   |             |               |
|       | Aesthetics                                                                                    |                                      |                                      |                                        |                                        |                                        |                                        | 14                                     |                                         |                                         |                                       |                   | 14          | \$ 2,730      |
|       | Agriculture and Forestry                                                                      |                                      |                                      |                                        |                                        |                                        |                                        | 5                                      |                                         |                                         |                                       |                   | 5           | \$ 975        |
|       | Air Quality (including emissions modeling)                                                    |                                      |                                      |                                        |                                        |                                        |                                        |                                        | 40                                      |                                         |                                       |                   | 40          | \$ 6,400      |
|       | Biological Resources                                                                          |                                      |                                      | 8                                      |                                        |                                        |                                        | 28                                     | 10                                      |                                         |                                       |                   | 46          | \$ 9,260      |
|       | Cultural Resources                                                                            |                                      |                                      | 8                                      | 8                                      |                                        |                                        |                                        | 16                                      | 16                                      |                                       |                   | 48          | \$ 8,440      |
|       | Energy                                                                                        |                                      |                                      |                                        |                                        |                                        |                                        |                                        | 5                                       |                                         |                                       |                   | 5           | \$ 800        |
|       | Geology and Soils                                                                             |                                      |                                      | 16                                     |                                        |                                        | 4                                      |                                        | 10                                      |                                         |                                       |                   | 30          | \$ 7,012      |
|       | Greenhouse Gas Emissions (emissions modeling covered under air quality)                       |                                      |                                      |                                        |                                        |                                        |                                        |                                        | 20                                      |                                         |                                       |                   | 20          | \$ 3,200      |
|       | Hazards and Hazardous Materials                                                               |                                      |                                      |                                        |                                        |                                        |                                        | 12                                     |                                         |                                         |                                       |                   | 12          | \$ 2,340      |
|       | Hydrology and Water Quality                                                                   |                                      |                                      | 20                                     |                                        |                                        |                                        |                                        |                                         |                                         |                                       |                   | 20          | \$ 5,500      |
|       | Land Use and Planning                                                                         |                                      |                                      |                                        |                                        |                                        |                                        | 4                                      |                                         |                                         |                                       |                   | 4           | \$ 780        |
|       | Mineral Resources                                                                             |                                      |                                      |                                        |                                        |                                        |                                        | 4                                      |                                         |                                         |                                       |                   | 4           | \$ 780        |
|       | Noise                                                                                         |                                      |                                      |                                        |                                        |                                        |                                        |                                        | 16                                      |                                         |                                       |                   | 16          | \$ 2,560      |
|       | Population and Housing                                                                        |                                      |                                      |                                        |                                        |                                        |                                        | 2                                      |                                         |                                         |                                       |                   | 2           | \$ 390        |
|       | Public Services                                                                               |                                      |                                      |                                        |                                        |                                        |                                        | 4                                      |                                         |                                         |                                       |                   | 4           | \$ 780        |
|       | Recreation                                                                                    |                                      |                                      |                                        |                                        |                                        |                                        | 5                                      |                                         |                                         |                                       |                   | 5           | \$ 975        |
|       | Transportation                                                                                |                                      |                                      |                                        |                                        |                                        |                                        | 4                                      |                                         |                                         |                                       |                   | 4           | \$ 780        |
|       | Tribal Cultural Resources                                                                     |                                      |                                      | 16                                     |                                        |                                        |                                        |                                        | 16                                      |                                         |                                       |                   | 32          | \$ 6,960      |
|       | Utilities and Service Systems                                                                 |                                      |                                      |                                        |                                        |                                        |                                        | 4                                      |                                         |                                         |                                       |                   | 4           | \$ 780        |
|       | Wildfire                                                                                      |                                      |                                      |                                        |                                        |                                        |                                        | 10                                     |                                         |                                         |                                       |                   | 10          | \$ 1,950      |
|       | Mandatory Findings                                                                            |                                      |                                      |                                        |                                        |                                        |                                        | 2                                      |                                         |                                         |                                       |                   | 2           | \$ 390        |
|       | Compile and Review Administrative Draft IS/MND                                                |                                      | 15                                   | 10                                     |                                        |                                        |                                        |                                        | 16                                      |                                         |                                       | 4                 | 45          | \$ 10,435     |
|       | Subtotal Task 4                                                                               | 0                                    | 15                                   | 78                                     | 8                                      | 0                                      | 4                                      | 98                                     | 149                                     | 16                                      | 0                                     | 4                 | 372         | \$ 74,217     |
| N-5   | Prepare Public IS/MND and NOI                                                                 |                                      | 6                                    |                                        |                                        |                                        |                                        |                                        | 30                                      |                                         |                                       | 10                | 46          | \$ 7,690      |
| N-6   | Prepare Responses to Comments                                                                 |                                      | 8                                    | 10                                     |                                        |                                        |                                        |                                        | 20                                      |                                         |                                       | 4                 | 42          | \$ 8,870      |
|       | (assumes up to 30 hours to prepare draft responses)                                           |                                      |                                      |                                        |                                        |                                        |                                        |                                        |                                         |                                         |                                       |                   |             |               |
| N-7   | Prepare NOD, NOC, and MMRP                                                                    |                                      | 2                                    |                                        |                                        |                                        |                                        |                                        | 16                                      |                                         |                                       | 2                 | 20          | \$ 3,390      |
| N-8   | Public Outreach                                                                               |                                      | 20                                   |                                        |                                        |                                        |                                        |                                        | 20                                      |                                         |                                       | 10                | 50          | \$ 10,500     |
| N-9   | Permits and Other Approvals                                                                   |                                      |                                      |                                        |                                        |                                        |                                        |                                        |                                         |                                         |                                       |                   |             |               |
| N-9.1 | Prepare Permitting Strategy                                                                   |                                      | 6                                    | 26                                     | 4                                      |                                        |                                        | 20                                     |                                         |                                         |                                       | 8                 | 64          | \$ 14,620     |
| N-9.2 | Prepare CWA Section 404 Individual Permit Application (includes 404(b)(1) alts. analysis)     |                                      | 4                                    | 30                                     |                                        |                                        |                                        | 100                                    | 10                                      |                                         |                                       |                   | 144         | \$ 30,610     |
| N-9.3 | Prepare CWA Section 401 Water Quality Certification Application                               |                                      | 4                                    | 30                                     |                                        |                                        |                                        | 70                                     | 10                                      |                                         |                                       | 8                 | 122         | \$ 25,560     |
| N-9.4 | Prepare LSAA Notification                                                                     |                                      | 4                                    | 30                                     |                                        |                                        |                                        | 70                                     | 10                                      |                                         |                                       |                   | 114         | \$ 24,760     |
| N-9.5 | Prepare USFWS and NMFS Joint Biological Assessment                                            |                                      | 4                                    | 20                                     |                                        |                                        |                                        | 50                                     | 30                                      |                                         | 20                                    | 8                 | 132         | \$ 24,110     |
| N-9.6 | Prepare CESA Incidental Take Permit Application                                               |                                      | 4                                    | 30                                     |                                        |                                        |                                        | 60                                     | 30                                      |                                         | 20                                    | 8                 | 152         | \$ 28,810     |
|       | Subtotal Subtasks 9.1-9.6                                                                     | 0                                    | 26                                   | 166                                    | 4                                      | 0                                      | 0                                      | 370                                    | 90                                      | 0                                       | 40                                    | 32                | 728         | \$ 148,470    |
| N-9.7 | OPTIONAL SUBTASK: Prepare Bald Eagle General Take Permit Application (if needed)              |                                      | 2                                    | 4                                      |                                        |                                        |                                        | 20                                     |                                         |                                         |                                       |                   | 26          | \$ 5,630      |
| N-9.8 | OPTIONAL SUBTASK: Prepare Applicant Prepared Environmental Assessment (If requested by USACE) |                                      | 10                                   | 24                                     |                                        | 4                                      |                                        | 50                                     | 70                                      | 10                                      |                                       | 10                | 178         | \$ 33,780     |
|       | Subtotal OPTIONAL SUBTASKS 9.7 and 9.8                                                        | 0                                    | 12                                   | 28                                     | 0                                      | 4                                      | 0                                      | 70                                     | 70                                      | 10                                      | 0                                     | 10                | 204         | \$ 39,410     |

Labor Total WITHOUT Optional Subtasks 9.7 and 9.8

|                                 |          |         |          |         |       |         |           |          |          |         |         |       |            |
|---------------------------------|----------|---------|----------|---------|-------|---------|-----------|----------|----------|---------|---------|-------|------------|
| Total Labor Hours Tasks 1-9.6   | 10       | 209     | 386      | 50      | 0     | 8       | 528       | 646      | 154      | 80      | 78      | 2,149 |            |
| Total Labor Dollars Tasks 1-9.6 | \$61,346 | \$1,100 | \$79,942 | \$5,920 | \$800 | \$2,024 | \$102,960 | \$96,000 | \$18,480 | \$8,000 | \$6,800 |       | \$ 429,031 |

Labor Total INCLUDING Optional Subtasks 9.7 and 9.8

|                                 |          |         |          |         |         |         |           |           |          |         |         |       |            |
|---------------------------------|----------|---------|----------|---------|---------|---------|-----------|-----------|----------|---------|---------|-------|------------|
| Total Labor Hours Tasks 1-9.8   | 10       | 221     | 414      | 50      | 4       | 8       | 598       | 716       | 164      | 80      | 88      | 2,353 |            |
| Total Labor Dollars Tasks 1-9.8 | \$65,126 | \$1,100 | \$86,662 | \$5,920 | \$1,200 | \$2,024 | \$116,610 | \$107,200 | \$19,680 | \$8,000 | \$7,800 |       | \$ 468,441 |

Other Direct Costs

|                                                                         |          |
|-------------------------------------------------------------------------|----------|
| Cultural Resources Records Search and Survey Travel Expenses (Task 3.2) | \$ 3,200 |
| Biological Survey Travel Expenses (Task 3.3)                            | \$ 2,200 |
| Kickoff and Public Meeting Travel Expenses (Tasks 1 and 12)             | \$ 1,700 |
| Total Other Direct Costs                                                | \$ 7,100 |

|                                                                      |            |
|----------------------------------------------------------------------|------------|
| Total Estimated Project Cost WITHOUT Optional Subtasks 9.7 and 9.8   | \$ 436,131 |
| Total Estimated Project Cost INCLUDING Optional Subtasks 9.7 and 9.8 | \$ 475,541 |

# Exhibit B Fee Schedule



## FEE SCHEDULE

| <u>Personnel Category</u>                    | <u>Hourly Billing Rate</u><br>\$ per hour |
|----------------------------------------------|-------------------------------------------|
| Word Processor                               | \$ 100                                    |
| Environmental Staff Professional – Grade 1   | \$ 100                                    |
| Environmental Staff Professional – Grade 2   | \$ 120                                    |
| Environmental Project Professional – Grade 3 | \$ 145                                    |
| Environmental Project Professional – Grade 4 | \$ 160                                    |
| Environmental Senior Professional – Grade 5  | \$ 195                                    |
| Engineering Senior Professional – Grade 5    | \$ 238                                    |
| Environmental Senior Professional – Grade 6  | \$ 220                                    |
| Environmental Senior Professional – Grade 7  | \$ 275                                    |
| Environmental Senior Consultant – Grade 8    | \$ 315                                    |
| Engineering Senior Consultant – Grade 8      | \$ 368                                    |
| -----                                        |                                           |

These rates are billed for both regular and overtime hours in all categories.  
Rates will remain valid for 2026 and 2027 and increase up to 5% annually beginning in 2028, at GEI's option.

## OTHER PROJECT COSTS

**Subconsultants, Subcontractors and Other Project Expenses** - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 4% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants: chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state and local sales and use taxes and state taxes on GEI fees. The 4% service charge will not apply to GEI-owned equipment and vehicles or in-house reproduction expenses.

**Field and Laboratory Equipment Billing Rates** – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

**Transportation and Subsistence** - Automobile expenses for GEI or employee-owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges.

## PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.



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

**BOARD ORDER No. 26-033**

**APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH GEI  
CONSULTANTS, INC. FOR A TOTAL CONTRACT AMOUNT NOT TO  
EXCEED \$939,541 FOR ENVIRONMENTAL CONSULTING SERVICES  
WORK RELATED TO THE SAN ANTONIO DAM SPILLWAY  
REPLACEMENT PROJECT AND THE NACIMIENTO DAM PLUNGE  
POOL EROSION CONTROL PROJECT; AND AUTHORIZE THE GENERAL  
MANAGER TO EXECUTE THE AGREEMENT AND AMENDMENTS UP TO  
THE TOTAL DOLLAR AMOUNT.**

)  
)  
)  
)  
)  
)  
)  
)

Upon motion of \_\_\_\_\_, seconded by \_\_\_\_\_, and carried out by those members present, the Board of Directors hereby:

1. Approves a Professional Services Agreement with GEI Consultants, Inc. for a total contract amount not to exceed \$939,541 for environmental consulting services work related to the San Antonio Dam Spillway Replacement Project and the Nacimiento Dam Plunge Pool Erosion Control Project; and
2. Authorizes the General Manager to execute the agreement and amendments up to the total dollar amount.

PASSED AND ADOPTED on this **17th** day of **August 2026**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
BY: Matthew Simis, 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 26-249

August 17, 2026

Introduced: 8/10/2026

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Receive the Monterey County Water Resources Agency FY 2025-26 Financial Status Report through June 30, 2026, Accounting Period 12.

#### RECOMMENDATION:

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

Receive Monterey County Water Resources Agency FY 2025-26 Financial Status Report through Period 12, June 30, 2026.

#### SUMMARY/DISCUSSION:

The Monterey County Water Resources Agency (Agency) FY 2025-2026 (FY26) Budget was adopted with totals of \$43.21 million in expenditure and \$38.43 million in revenue. In September 2025, the Budget was amended to increase its appropriations by \$400,000 and to increase revenue by \$1,001,606 for Groundwater Monitoring Program expenses and revenues. The FY26 Amended Budget totals \$43.61 million in expenses and \$39.44 million in revenue.

Agency's total actual revenue received between July 1, 2025, through June 30, 2026, was \$30.14 million, which includes special assessments of \$17.45 million, grant payments of \$2.2 million, grazing lease & interest payment of \$1.26 million and \$1.91 million of Water Delivery and Service fee payments. The total revenue received was 76.4% of FY26 revenue budget.

Total actual expenditures received between July 1, 2025, through June 30, 2026 were \$30.08 million. Of the total expenditure, \$7.62 million was salaries and benefits, \$15.25 million was contractor/professional services, \$1.75 million was for SVWP bond payments and \$1.83 million was for insurances. The total expenditure through June 30, 2026 was 69.0% of FY26 budgeted expenditure of \$43.61 million.

Summary of Agency's consolidated fund balance estimate for FY26 is as follows:

|                                         | Amended Budget      | Year-To-Date Amount |
|-----------------------------------------|---------------------|---------------------|
| FY26 Beg. Fund Balance                  | \$23,203,938        | \$23,203,938        |
| FY26 Revenues                           | 39,437,673          | 30,139,432          |
| <u>FY26 Expenditures</u>                | <u>(43,605,541)</u> | <u>(30,076,926)</u> |
| FY26 Fund Balance (use)                 | ( 4,167,868)        | (62,506)            |
| <b>FY26 Est. Available Fund Balance</b> | <b>\$19,035,676</b> | <b>\$23,266,444</b> |

#### OTHER AGENCY INVOLVEMENT:

None

FINANCING:

There is no financial impact for receiving this report.

At the meeting on September 16, 2025, the Agency Board of Supervisors approved a budget amendment of the FY26 Adopted Budget to increase its appropriations by \$400,000 and to increase revenue by \$199,070, funded by grant revenue and payment of \$802,536, financed via a Master Agreement for Professional Services with the Salinas Valley Basin Groundwater Sustainability Agency.

Monthly and quarterly financial reports reflect budgetary changes resulting from the amendment starting October 1 Accounting Period 4.

Prepared by: Nora Cervantes, Accountant III, (831) 755-5325

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

Attachments:

1. FY26 Financial Status Report through Period 12, June 30, 2026



# 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 26-249

August 17, 2026

Introduced: 8/10/2026

Current Status: Draft

Version: 1

Matter Type: WR General Agenda

Receive the Monterey County Water Resources Agency FY 2025-26 Financial Status Report through June 30, 2026, Accounting Period 12.

#### RECOMMENDATION:

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

Receive Monterey County Water Resources Agency FY 2025-26 Financial Status Report through Period 12, June 30, 2026.

#### SUMMARY/DISCUSSION:

The Monterey County Water Resources Agency (Agency) FY 2025-2026 (FY26) Budget was adopted with totals of \$43.21 million in expenditure and \$38.43 million in revenue. In September 2025, the Budget was amended to increase its appropriations by \$400,000 and to increase revenue by \$1,001,606 for Groundwater Monitoring Program expenses and revenues. The FY26 Amended Budget totals \$43.61 million in expenses and \$39.44 million in revenue.

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Total actual expenditures received between July 1, 2025, through June 30, 2026 were \$30.08 million. Of the total expenditure, \$7.62 million was salaries and benefits, \$15.25 million was contractor/professional services, \$1.75 million was for SVWP bond payments and \$1.83 million was for insurances. The total expenditure through June 30, 2026 was 69.0% of FY26 budgeted expenditure of \$43.61 million.

Summary of Agency's consolidated fund balance estimate for FY26 is as follows:

|                                         | Amended Budget      | Year-To-Date Amount |
|-----------------------------------------|---------------------|---------------------|
| FY26 Beg. Fund Balance                  | \$23,203,938        | \$23,203,938        |
| FY26 Revenues                           | 39,437,673          | 30,139,432          |
| FY26 Expenditures                       | (43,605,541)        | (30,076,926)        |
| FY26 Fund Balance (use)                 | ( 4,167,868)        | (62,506)            |
| <b>FY26 Est. Available Fund Balance</b> | <b>\$19,035,676</b> | <b>\$23,266,444</b> |

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

There is no financial impact for receiving this report.

At the meeting on September 16, 2025, the Agency Board of Supervisors approved a budget amendment of the FY26 Adopted Budget to increase its appropriations by \$400,000 and to increase revenue by \$199,070, funded by grant revenue and payment of \$802,536, financed via a Master Agreement for Professional Services with the Salinas Valley Basin Groundwater Sustainability Agency.

Monthly and quarterly financial reports reflect budgetary changes resulting from the amendment starting October 1 Accounting Period 4.

Prepared by: Nora Cervantes, Accountant III, (831) 755-5325

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

Attachments:

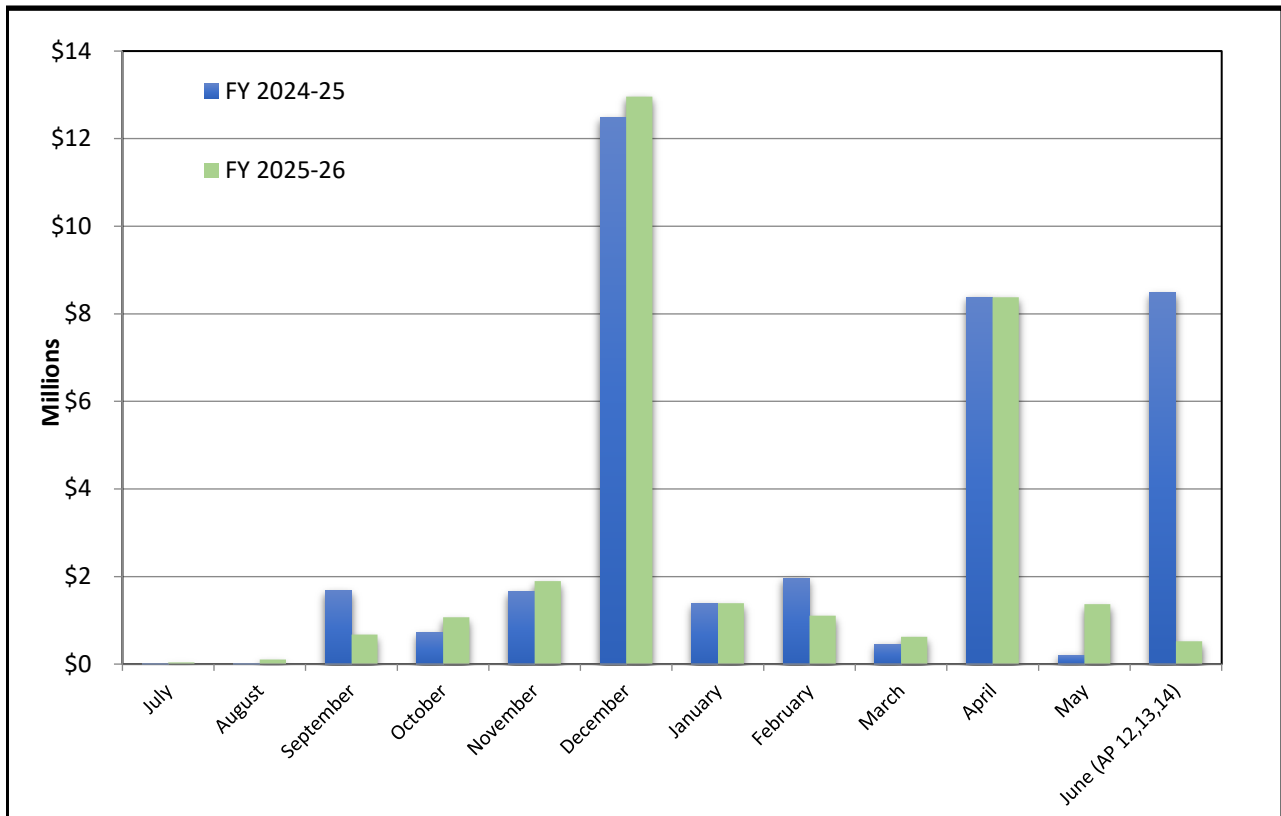
1. FY26 Financial Status Report through Period 12, June 30, 2026

**Monterey County**  
**Water Resources Agency**  
**FY 2025-26 FINANCIAL STATUS REPORT**

**Q4 YTD Actual Revenues**

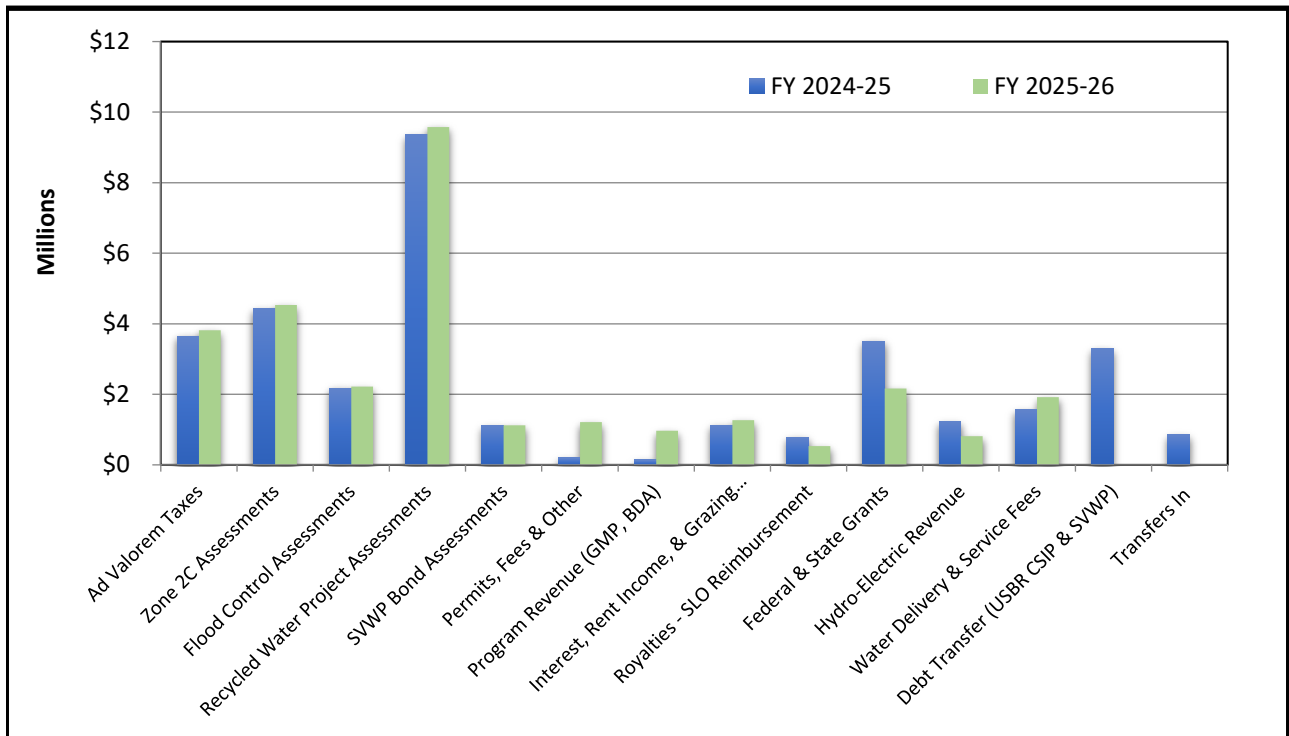
**Month By Month Revenues**

|                             | <b>FY 2024-25</b> | <b>% Received</b> | <b>FY 2025-26</b> | <b>% Received</b> |
|-----------------------------|-------------------|-------------------|-------------------|-------------------|
| July                        | 7,045             | 0.0%              | 36,852            | 0.1%              |
| August                      | 4,028             | 0.0%              | 103,344           | 0.3%              |
| September                   | 1,681,142         | 4.0%              | 677,465           | 1.7%              |
| October                     | 715,871           | 5.7%              | 1,069,550         | 2.7%              |
| November                    | 1,652,130         | 9.6%              | 1,896,697         | 4.8%              |
| December                    | 12,483,369        | 39.2%             | 12,957,042        | 32.9%             |
| January                     | 1,382,720         | 42.5%             | 1,390,617         | 3.5%              |
| February                    | 1,962,815         | 47.2%             | 1,105,999         | 2.8%              |
| March                       | 458,368           | 48.3%             | 626,552           | 1.6%              |
| April                       | 8,382,106         | 68.2%             | 8,380,922         | 21.3%             |
| May                         | 202,616           | 68.6%             | 1,369,961         | 3.5%              |
| June (AP 12,13,14)          | 8,481,362         | 88.8%             | 524,431           | 1.3%              |
|                             |                   |                   |                   |                   |
| <b>YEAR TO DATE ACTUAL:</b> | <b>37,413,571</b> | <b>88.8%</b>      | <b>30,139,432</b> | <b>76.4%</b>      |
|                             |                   |                   |                   |                   |
| <b>Budgeted Amount</b>      | <b>42,154,850</b> |                   | <b>39,437,279</b> |                   |



**Monterey County**  
**Water Resources Agency**  
**FY 2025-26 FINANCIAL STATUS REPORT**  
**Q4 YTD Revenues by Source**

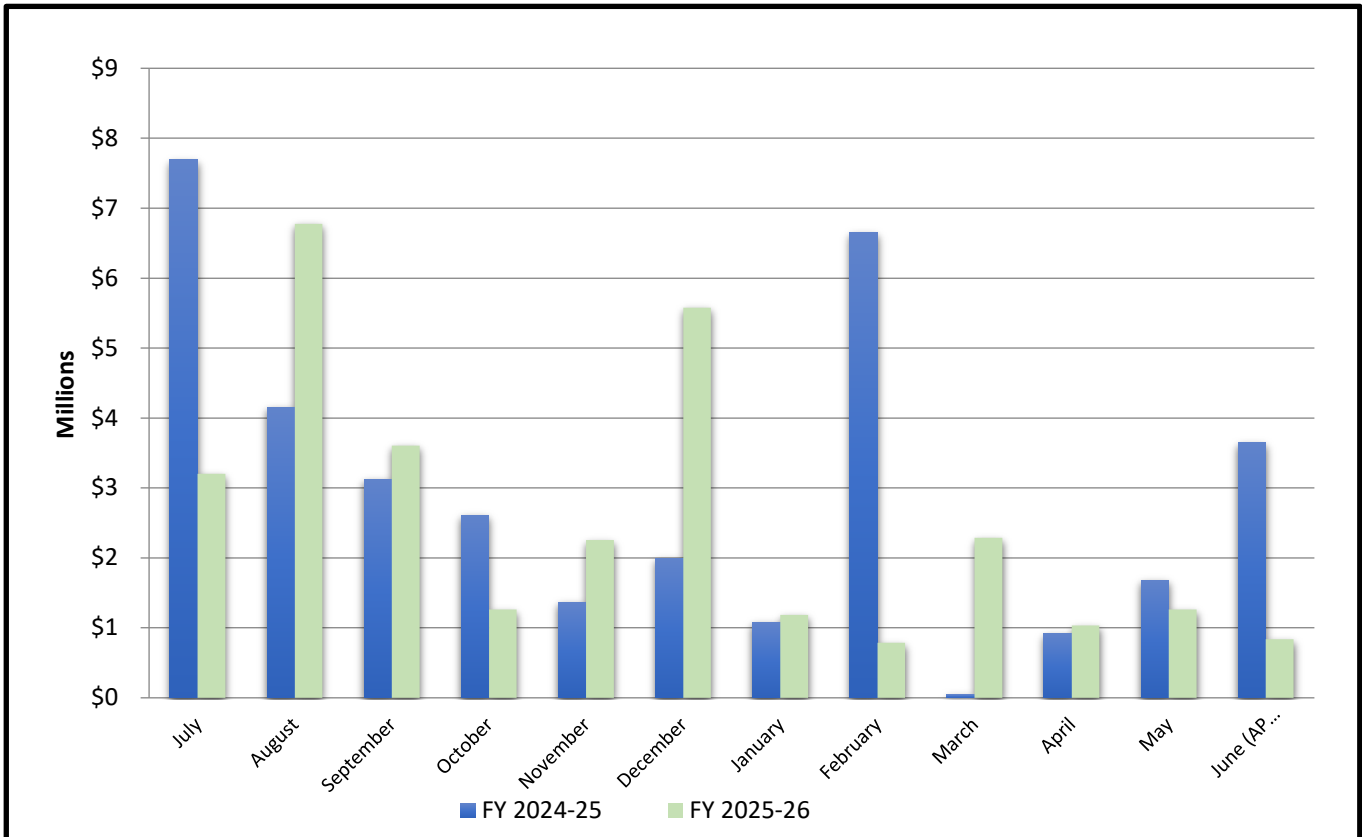
| Through Accounting Period 12 - Jun 30   |                   |                   |
|-----------------------------------------|-------------------|-------------------|
|                                         | FY 2024-25        | FY 2025-26        |
| Ad Valorem Taxes                        | 3,649,744         | 3,817,467         |
| Zone 2C Assessments                     | 4,421,896         | 4,527,869         |
| Flood Control Assessments               | 2,172,789         | 2,222,363         |
| Recycled Water Project Assessments      | 9,353,965         | 9,578,278         |
| SVWP Bond Assessments                   | 1,119,601         | 1,117,530         |
| Permits, Fees & Other                   | 196,587           | 1,210,595         |
| Program Revenue (GMP, BDA)              | 139,481           | 967,894           |
| Interest, Rent Income, & Grazing Leases | 1,123,853         | 1,268,884         |
| Royalties - SLO Reimbursement           | 786,699           | 534,546           |
| Federal & State Grants                  | 3,505,767         | 2,164,479         |
| Hydro-Electric Revenue                  | 1,223,316         | 809,404           |
| Water Delivery & Service Fees           | 1,556,920         | 1,919,704         |
| Debt Transfer (USBR CSIP & SVWP)        | 3,289,268         | 0                 |
| Transfers In                            | 850,000           | 0                 |
| <b>YEAR TO DATE TOTAL:</b>              | <b>33,389,886</b> | <b>30,139,012</b> |



**Monterey County**  
**Water Resources Agency**  
**FY 2025-26 FINANCIAL STATUS REPORT**

**Q4 YTD Actual Expenditures**

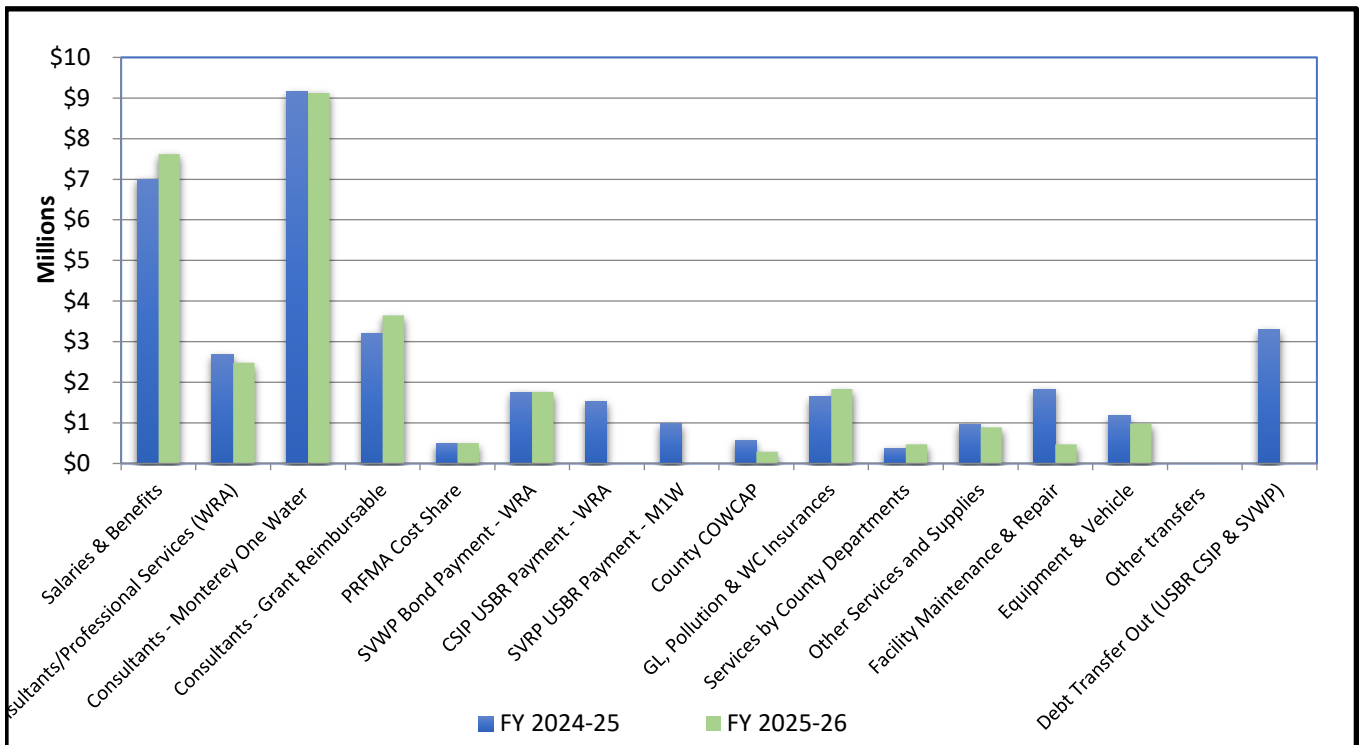
| Month By Month Expenditures |                   |              |                   |              |
|-----------------------------|-------------------|--------------|-------------------|--------------|
|                             | FY 2024-25        | % Expended   | FY 2025-26        | % Expended   |
| July                        | 7,692,836         | 15.8%        | 3,202,490         | 7.3%         |
| August                      | 4,149,850         | 24.3%        | 6,774,328         | 15.5%        |
| September                   | 3,125,338         | 30.7%        | 3,607,164         | 8.3%         |
| October                     | 2,612,806         | 36.1%        | 1,260,916         | 2.9%         |
| November                    | 1,364,959         | 38.9%        | 2,254,543         | 5.2%         |
| December                    | 1,996,632         | 43.0%        | 5,577,926         | 12.8%        |
| January                     | 1,076,537         | 45.2%        | 1,183,757         | 2.7%         |
| February                    | 6,650,206         | 58.8%        | 788,638           | 1.8%         |
| March                       | 49,849            | 58.9%        | 2,289,018         | 5.2%         |
| April                       | 918,854           | 60.8%        | 1,036,488         | 2.4%         |
| May                         | 1,681,153         | 64.2%        | 1,264,142         | 2.9%         |
| June (AP 12,13,14)          | 3,650,742         | 71.7%        | 837,517           | 1.9%         |
|                             |                   |              |                   |              |
| <b>YEAR TO DATE ACTUAL:</b> | <b>34,969,763</b> | <b>71.7%</b> | <b>30,076,926</b> | <b>69.0%</b> |
|                             |                   |              |                   |              |
| <b>Budgeted Amount</b>      | <b>48,759,795</b> |              | <b>43,605,541</b> |              |



**Monterey County**  
**Water Resources Agency**  
**FY 2025-26 FINANCIAL STATUS REPORT**

**Q4 YTD Expenditures by Type**

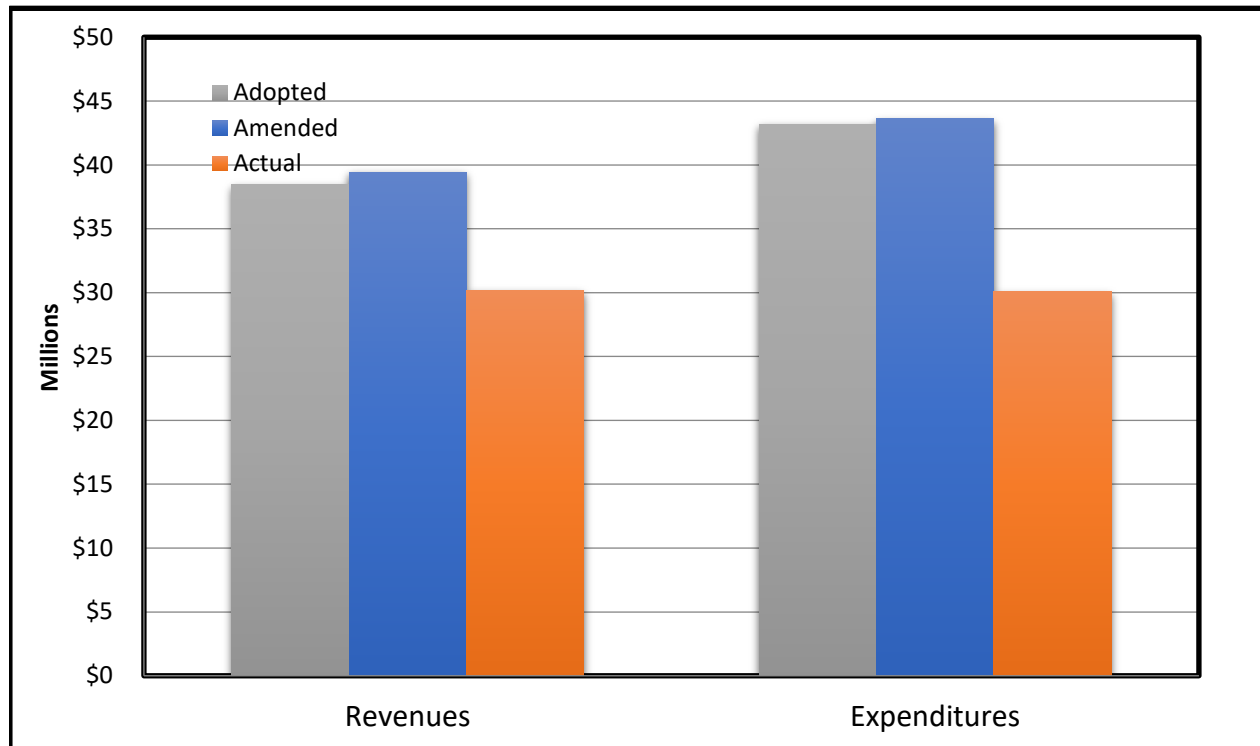
| Through Accounting Period 12 - Jun 30   |                   |                   |
|-----------------------------------------|-------------------|-------------------|
|                                         | FY 2024-25        | FY 2025-26        |
| Salaries & Benefits                     | 7,002,143         | 7,621,841         |
| Consultants/Professional Services (WRA) | 2,684,815         | 2,484,227         |
| Consultants - Monterey One Water        | 9,163,033         | 9,119,994         |
| Consultants - Grant Reimbursable        | 3,199,863         | 3,648,595         |
| PRFMA Cost Share                        | 491,511           | 503,307           |
| SVWP Bond Payment - WRA                 | 1,756,213         | 1,759,713         |
| CSIP USBR Payment - WRA                 | 1,535,726         | 0                 |
| SVRP USBR Payment - M1W                 | 974,765           | 0                 |
| County COWCAP                           | 573,662           | 292,183           |
| GL, Pollution & WC Insurances           | 1,638,673         | 1,837,873         |
| Services by County Departments          | 381,094           | 469,139           |
| Other Services and Supplies             | 967,927           | 890,008           |
| Facility Maintenance & Repair           | 1,832,037         | 470,214           |
| Equipment & Vehicle                     | 1,173,310         | 979,833           |
| Other transfers                         | -                 | 0                 |
| Debt Transfer Out (USBR CSIP & SVWP)    | 3,289,268         | 0                 |
| <b>YEAR TO DATE TOTAL:</b>              | <b>36,664,040</b> | <b>30,076,926</b> |



**MONTEREY COUNTY  
WATER RESOURCES AGENCY  
FY 2025-26 FINANCIAL STATUS REPORT**

For Q4 Ending: June 30, 2026

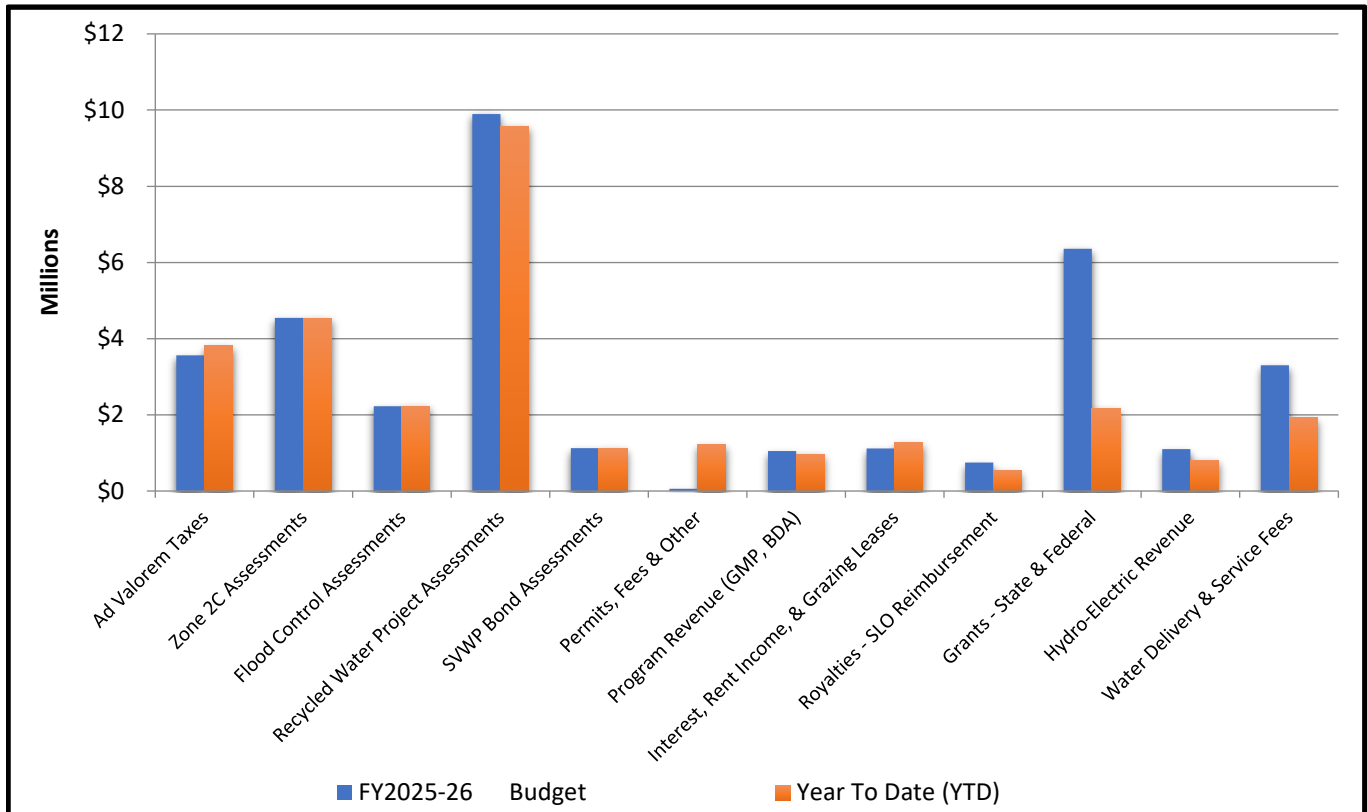
| Budget Variance Analysis             |                   |                   |                   |
|--------------------------------------|-------------------|-------------------|-------------------|
| Category                             | Approved Budget   | Amended Budget    | YTD Actual        |
| Beginning Fund Balance               | 23,203,938        | 23,203,938        | 23,203,938        |
| Revenues                             | 38,435,673        | 39,437,279        | 30,139,432        |
| Expenditures                         | 43,205,541        | 43,605,541        | 30,076,926        |
| <b>Ending Available Fund Balance</b> | <b>18,434,070</b> | <b>19,035,676</b> | <b>23,266,444</b> |



**MONTEREY COUNTY**  
**WATER RESOURCES AGENCY**  
**FY 2025-26 FINANCIAL STATUS REPORT**

**Revenue Variance**

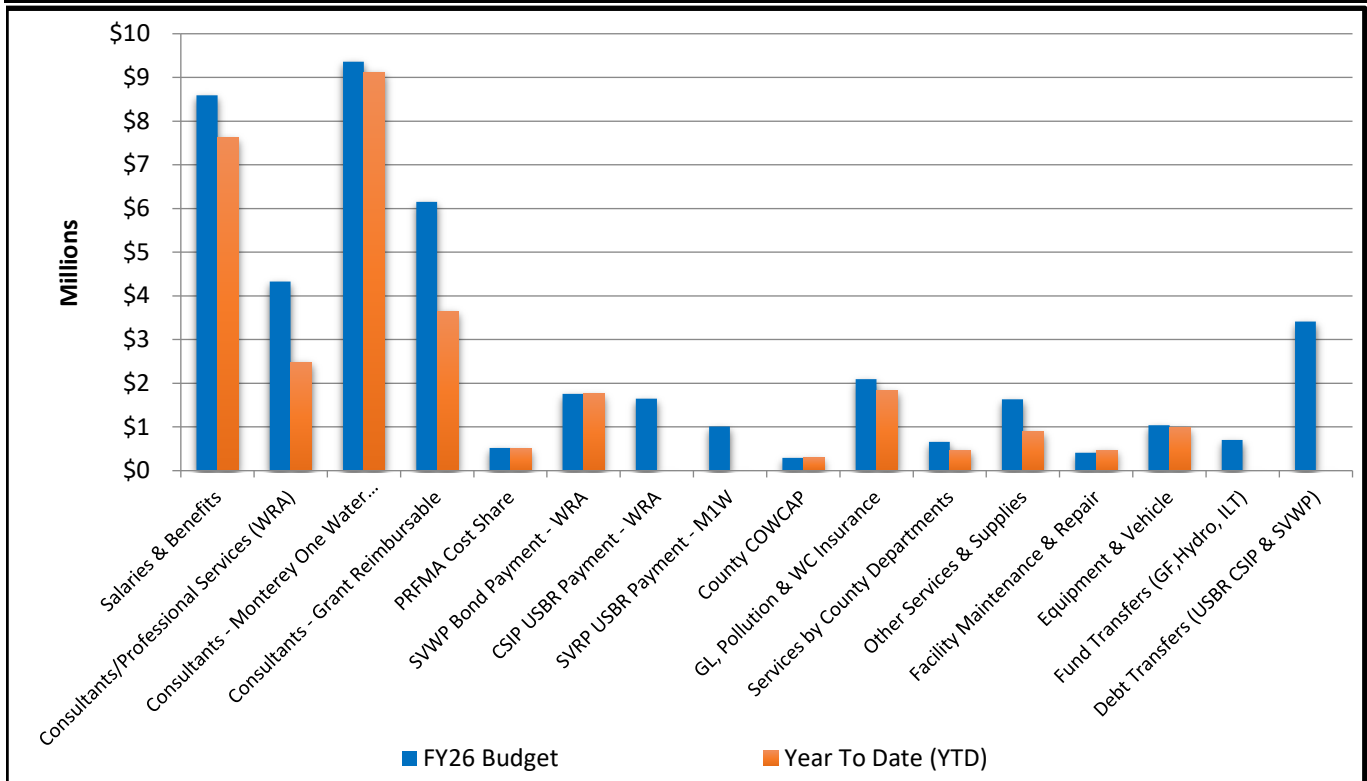
| Revenue Variance by Source              |                   |               |                    |                     |
|-----------------------------------------|-------------------|---------------|--------------------|---------------------|
|                                         | FY2025-26 Budget  | % of Adopted  | Year To Date (YTD) | % of YTD vs. Budget |
| Ad Valorem Taxes                        | 3,558,675         | 9.0%          | 3,817,467          | 107.3%              |
| Zone 2C Assessments                     | 4,544,261         | 11.5%         | 4,527,869          | 99.6%               |
| Flood Control Assessments               | 2,222,401         | 5.6%          | 2,222,363          | 100.0%              |
| Recycled Water Project Assessments      | 9,894,133         | 25.1%         | 9,578,278          | 96.8%               |
| SVWP Bond Assessments                   | 1,122,045         | 2.8%          | 1,117,530          | 99.6%               |
| Permits, Fees & Other                   | 56,421            | 0.1%          | 1,210,595          | 2145.6%             |
| Program Revenue (GMP, BDA)              | 1,048,956         | 2.7%          | 967,894            | 92.3%               |
| Interest, Rent Income, & Grazing Leases | 1,115,369         | 2.8%          | 1,268,884          | 113.8%              |
| Royalties - SLO Reimbursement           | 750,000           | 1.9%          | 534,546            | 71.3%               |
| Grants - State & Federal                | 6,360,442         | 16.1%         | 2,164,479          | 34.0%               |
| Hydro-Electric Revenue                  | 1,100,000         | 2.8%          | 809,404            | 73.6%               |
| Water Delivery & Service Fees           | 3,302,362         | 8.4%          | 1,919,704          | 58.1%               |
| Transfers In (from other Agency Funds)  | 952,500           | 2.4%          | 0                  | 0.0%                |
| Debt Transfer (USBR CSIP & SVWP)        | 3,409,714         | 8.6%          | 0                  | 0.0%                |
| <b>TOTAL:</b>                           | <b>39,437,279</b> | <b>100.0%</b> | <b>30,139,012</b>  | <b>76.4%</b>        |



**MONTEREY COUNTY**  
**WATER RESOURCES AGENCY**  
**FY 2025-26 FINANCIAL STATUS REPORT**

**Expenditure Variance**

| Expenditure Variance by Type                  |                   |               |                    |                     |
|-----------------------------------------------|-------------------|---------------|--------------------|---------------------|
|                                               | FY26 Budget       | % of Adopted  | Year To Date (YTD) | % of YTD vs. Budget |
| Salaries & Benefits                           | 8,591,997         | 19.7%         | 7,621,841          | 88.7%               |
| Consultants/Professional Services (WRA)       | 4,325,414         | 9.9%          | 2,484,227          | 57.4%               |
| Consultants - Monterey One Water Contract Fee | 9,357,370         | 21.5%         | 9,119,994          | 97.5%               |
| Consultants - Grant Reimbursable              | 6,150,000         | 14.1%         | 3,648,595          | 59.3%               |
| PRFMA Cost Share                              | 518,544           | 1.2%          | 503,307            | 97.1%               |
| SVWP Bond Payment - WRA                       | 1,759,714         | 4.0%          | 1,759,713          | 100.0%              |
| CSIP USBR Payment - WRA                       | 1,650,000         | 3.8%          | 0                  | 0.0%                |
| SVRP USBR Payment - M1W                       | 1,010,000         | 2.3%          | 0                  | 0.0%                |
| County COWCAP                                 | 292,184           | 0.7%          | 292,183            | 100.0%              |
| GL, Pollution & WC Insurance                  | 2,091,789         | 4.8%          | 1,837,873          | 87.9%               |
| Services by County Departments                | 662,584           | 1.5%          | 469,139            | 70.8%               |
| Other Services & Supplies                     | 1,631,679         | 3.7%          | 890,008            | 54.5%               |
| Facility Maintenance & Repair                 | 413,050           | 0.9%          | 470,214            | 113.8%              |
| Equipment & Vehicle                           | 1,041,506         | 2.4%          | 979,833            | 94.1%               |
| Fund Transfers (GF,Hydro, ILT)                | 700,000           | 1.6%          | 0                  | 0.0%                |
| Debt Transfers (USBR CSIP & SVWP)             | 3,409,714         | 7.8%          | 0                  | 0.0%                |
| <b>TOTAL:</b>                                 | <b>43,605,545</b> | <b>100.0%</b> | <b>30,076,926</b>  | <b>69.0%</b>        |



**MONTEREY COUNTY  
WATER RESOURCES AGENCY  
FY 2025-26 WRA Fund Balances**

For Q4 Ending: June 30, 2026  
% Monthly Time Elapsed: 100.00%

|        |      |                     | FY2025-26 AMENDED BUDGET  |                                   |                              |                                     | YEAR-TO-DATE Actual           |                               |                          |                               |                                      |      |
|--------|------|---------------------|---------------------------|-----------------------------------|------------------------------|-------------------------------------|-------------------------------|-------------------------------|--------------------------|-------------------------------|--------------------------------------|------|
| Fund   | Unit | Fund Name           | Beginning<br>Fund Balance | Adopted<br>Budget<br>Expenditures | Adopted<br>Budget<br>Revenue | Estimated<br>Ending<br>Fund Balance | YTD<br>Actual<br>Expenditures | Percent<br>Budget<br>Expended | YTD<br>Actual<br>Revenue | Percent<br>Budget<br>Received | Estimated<br>Current<br>Fund Balance | Fund |
| 111    | 8267 | WRA Administration  | 4,839,735                 | 5,711,321                         | 5,565,514                    | 4,693,928                           | 3,588,632                     | 62.8%                         | 6,786,005                | 121.9%                        | 8,037,107                            | 111  |
| 112    | 8484 | Pajaro Levee        | 1,389,881                 | 891,499                           | 687,003                      | 1,185,385                           | 582,661                       | 65.4%                         | 646,121                  | 94.0%                         | 1,453,341                            | 112  |
| 116    | 8485 | Dam Operations      | 3,255,696                 | 11,835,605                        | 11,209,013                   | 2,629,104                           | 8,891,916                     | 75.1%                         | 6,775,439                | 60.4%                         | 1,139,219                            | 116  |
| 121    | 8486 | Soledad Storm Drain | 373,510                   | 109,379                           | 112,180                      | 376,311                             | 30,903                        | 28.3%                         | 101,822                  | 90.8%                         | 444,429                              | 121  |
| 122    | 8487 | Reclamation Ditch   | 1,480,321                 | 2,176,631                         | 1,843,282                    | 1,146,972                           | 1,707,172                     | 78.4%                         | 1,485,159                | 80.6%                         | 1,258,308                            | 122  |
| 124    | 8488 | San Lorenzo Creek   | 46,693                    | 56,033                            | 49,898                       | 40,558                              | 20,682                        | 36.9%                         | 40,386                   | 80.9%                         | 66,396                               | 124  |
| 127    | 8489 | Moro Cojo Slough    | 361,370                   | 686,838                           | 365,508                      | 40,040                              | 206,592                       | 30.1%                         | 109,914                  | 30.1%                         | 264,693                              | 127  |
| 130    | 8490 | Hydro-Electric Ops  | 2,754,235                 | 1,817,087                         | 1,172,726                    | 2,109,874                           | 888,788                       | 48.9%                         | 898,593                  | 76.6%                         | 2,764,040                            | 130  |
| 131    | 8491 | CSIP Operations     | 1,709,682                 | 6,664,214                         | 6,423,278                    | 1,468,746                           | 3,655,278                     | 54.8%                         | 5,367,930                | 83.6%                         | 3,422,335                            | 131  |
| 132    | 8492 | SVRP Operations     | 2,404,051                 | 6,891,960                         | 6,161,150                    | 1,673,241                           | 5,658,695                     | 82.1%                         | 6,137,890                | 99.6%                         | 2,883,246                            | 132  |
| 134    | 8493 | SRDF Operations     | 2,166,365                 | 3,233,462                         | 2,432,777                    | 1,365,680                           | 2,985,865                     | 92.3%                         | 1,765,840                | 72.6%                         | 946,341                              | 134  |
| 303    | 8267 | CSIP Debt Service   | 770,672                   | 1,650,000                         | 1,650,000                    | 770,672                             | 0                             | 0.0%                          | 0                        | 0.0%                          | 770,672                              | 303  |
| 313    | 8494 | Debt Services       | 1,036,761                 | 1,759,714                         | 1,759,714                    | 1,036,761                           | 1,759,713                     | 100.0%                        | 1,880                    | 0.1%                          | (721,071)                            | 313  |
| 426    | 8495 | Interlake Tunnel    | 614,966                   | 121,798                           | 5,236                        | 498,404                             | 100,029                       | 82.1%                         | 22,452                   | 428.8%                        | 537,389                              | 426  |
| TOTAL: |      |                     | 23,203,938                | 43,605,541                        | 39,437,279                   | 19,035,676                          | 30,076,926                    | 69.0%                         | 30,139,432               | 76.4%                         | 23,266,444                           |      |

**MCWRA Assigned Fund Balance Summary**

| Fund | Fund Name           | BSA  | Description                     | FY25 Ending<br>Balance | Change<br>in FY26 | FY26<br>Ending<br>Balance |
|------|---------------------|------|---------------------------------|------------------------|-------------------|---------------------------|
| 111  | Administration Fund | 3123 | Canyon Del Rey Improvement      | 12,200                 | 0                 | 12,200                    |
| 116  | Dam Operations      | 3123 | Cloud Seeding Reserve           | 125,000                | 0                 | 125,000                   |
| 116  | Dam Operations      | 3123 | Capital Project (S.A. Penstock) | 840,000                | 0                 | 840,000                   |
| 122  | Reclamation Ditch   | 3123 | Markeley Swamp Reserve          | 245,158                | 0                 | 245,158                   |
| 131  | CSIP Operations     | 2569 | USBR Loan Reserve               | 254,187                | 0                 | 254,187                   |



# 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 26-246

August 17, 2026

Introduced: 8/6/2026

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Consider approving Amendment No. 1 to the Professional Services Agreement with Hollenbeck consulting to increase the dollar amount by 250,000 for a total contract amount not-to-exceed of \$500,000, to continue to provide project management and engineering services for the Nacimiento Dam and authorize the General Manager to execute the agreement. (Staff: Mark Foxworthy)

#### RECOMMENDATION:

It is recommended that the Monterey County Water Resources Agency Board of Directors: Approve Amendment No. 1 to the Professional Services Agreement with Hollenbeck consulting to increase the dollar amount by 250,000 for a total contract amount not-to-exceed of \$500,000, to continue to provide project management and engineering services for the Nacimiento Dam and authorize the General Manager to execute the agreement.

#### SUMMARY/DISCUSSION:

The current Professional Services Contract with Hollenbeck Consulting was approved by the Board of Directors (BOD) September 16, 2024. The Agency has been utilizing Hollenbeck Consulting to support progress on multiple grant and FEMA reimbursable projects at Nacimiento Dam.

Examples of the projects being worked under this PSA, and their funding source are the South Access Road Rehabilitation (FEMA reimbursable, 2023 Storms), the replacement of the intake actuators recently completed (\$6.1 mil State Funding Agreement-DWR), the Nacimiento Dam.

Approving Amendment No. 1, to the PSA with Hollenbeck Consulting will allow the Agency to continue working on multiple Dam Safety projects at Nacimiento Dam and achieve project completion within the program deadlines for the \$6.1 mil state funding agreement and the SB104 Grant award.

#### OTHER AGENCY INVOLVEMENT:

CA Department of Water Resources-administrator of the \$6.1 mil is State Funds and SB104 Grant

#### FINANCING:

The adopted FY2026-2027 Budget includes appropriations to cover the proposed work in Fund 116-Dam Operations and Maintenance and in Fund 426-Interlake Tunnel Project.

The Nacimiento Maintenance \$6M grant eligible projects include portions of the Nacimiento Spillway Plunge Pool and the Nacimiento Spillway Projects. The ongoing Nacimiento Spillway maintenance work will be funded from Fund 116.

The SB104 grant eligible activities include The Nacimiento Spillway Plunge Pool Project.

Prepared by: Mark Foxworthy, Senior Water Resources Engineer , (831) 788-3454

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

Attachments:

1. Amendment 1 Hollenbeck Nacimiento
2. Original PSA - Nacimiento (Hollenbeck 2024) Executed
3. Hollenbeck Nacimiento Amendment 1 Board Order



# 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 26-246

August 17, 2026

Introduced: 8/6/2026

Current Status: Draft

Version: 1

Matter Type: WR General Agenda

Recommend to the Board of Directors to approve Amendment No. 1 to the Professional Services Agreement with Hollenbeck consulting to increase the dollar amount by 250,000 for a total contract amount not-to-exceed of \$500,000, to continue to provide project management and engineering services for the Nacimiento Dam and authorize the General Manager to execute the agreement.

#### RECOMMENDATION:

It is recommended that the Monterey County Water Resources Agency Board of Directors: Approve Amendment No. 1 to the Professional Services Agreement with Hollenbeck consulting to increase the dollar amount by 250,000 for a total contract amount not-to-exceed of \$500,000, to continue to provide project management and engineering services for the Nacimiento Dam and authorize the General Manager to execute the agreement.

#### SUMMARY/DISCUSSION:

The current Professional Services Contract with Hollenbeck Consulting was approved by the Board of Directors (BOD) September 16, 2024. The Agency has been utilizing Hollenbeck Consulting to support progress on multiple grant and FEMA reimbursable projects at Nacimiento Dam.

Examples of the projects being worked under this PSA, and their funding source are the South Access Road Rehabilitation (FEMA reimbursable, 2023 Storms), the replacement of the intake actuators recently completed (\$6.1 mil State Funding Agreement-DWR), the Nacimiento Dam.

Approving Amendment No. 1, to the PSA with Hollenbeck Consulting will allow the Agency to continue working on multiple Dam Safety projects at Nacimiento Dam and achieve project completion within the program deadlines for the \$6.1 mil state funding agreement and the SB104 Grant award.

#### OTHER AGENCY INVOLVEMENT:

CA Department of Water Resources-administrator of the \$6.1 mil is State Funds and SB104 Grant

#### FINANCING:

The adopted FY2026-2027 Budget includes appropriations to cover the proposed work in Fund 116-Dam Operations and Maintenance and in Fund 426-Interlake Tunnel Project.

The Nacimiento Maintenance \$6M grant eligible projects include portions of the Nacimiento Spillway Plunge Pool and the Nacimiento Spillway Projects. The ongoing Nacimiento Spillway maintenance work will be funded from Fund 116.

The SB104 grant eligible activities include The Nacimiento Spillway Plunge Pool Project.

Prepared by: Mark Foxworthy, Senior Water Resources Engineer , (831) 788-3454

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

Attachments:

1. Amendment 1 Hollenbeck Nacimiento
2. Original PSA - Nacimiento (Hollenbeck 2024) Executed
3. Hollenbeck Nacimiento Amendment 1 Board Order

**AMENDMENT #1  
TO AGREEMENT BY AND BETWEEN  
MONTEREY COUNTY WATER RESOURCES AGENCY  
&  
HOLLENBECK CONSULTING**

**THIS AMENDMENT No. 1** is made to the PROFESSIONAL SERVICES AGREEMENT, “Agreement”, for the provision of project management and engineering services by and between **John R. Hollenbeck, d.b.a. Hollenbeck Consulting, a sole-proprietor**, 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 October 1, 2024; and

**WHEREAS**, the parties wish to amend the Agreement with a dollar amount increase of \$250,000 for a total contract amount not to exceed \$500,000 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. Section 3 “**Payments to CONTRACTOR; maximum liability**”, shall be amended to read as follows:

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 Five Hundred Thousand Dollars (\$500,000.00).

|                        |                     |
|------------------------|---------------------|
| Original               | \$250,000.00        |
| <u>Amendment No. 1</u> | <u>\$250,000.00</u> |
| Total                  | \$500,000.00        |

2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.
3. A copy of this Amendment No. 1 shall be attached to the original Agreement dated October 1, 2024.

**IN WITNESS WHEREOF**, the parties have executed this Amendment No. 1 on the day and year written below.

MONTEREY COUNTY WATER  
RESOURCES AGENCY

CONTRACTOR: Hollenbeck Consulting

\_\_\_\_\_  
General Manager

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

*Approved as to Fiscal Provisions:*

\_\_\_\_\_  
Deputy Auditor/Controller

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

*Approved as to Liability Provisions:*

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

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

*Approved as to Form:*

\_\_\_\_\_  
Chief Assistant County Counsel

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

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

\_\_\_\_\_  
Signature of Owner/Sole Proprietor

\_\_\_\_\_  
John R. Hollenbeck- Owner

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

\_\_\_\_\_  
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 John R. Hollenbeck,  
a d.b.a Hollenbeck Consulting, a sole proprietorship hereinafter called "CONTRACTOR".

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

1. **Scope of Work.** Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the **Scope of Work/Work Schedule set forth in Exhibit A:**
  - a) The scope of work is briefly described and outlined as follows:  
Project Management and engineering services for Nacimiento Dam spillway, Nacimiento Dam Spillway Plunge Pool, Interlake Tunnel Project, and other Agency facilities as-requested.
  - b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
  - c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
  - d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.
2. **Term of Agreement.** The term of this Agreement shall begin on October 1, 2024 by CONTRACTOR and Agency, and will terminate on December 31, 2027, unless earlier terminated as provided herein.

3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay 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 fifty thousand dollars

(\$ 250,000 ).

4. Monthly Invoices by CONTRACTOR; Payment.

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

5. Indemnification.

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

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

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

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

## 6. Insurance.

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

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

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

6.2 Qualifying Insurers:

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

6.3 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

of this Agreement.

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

#### 6.4 Other Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

John Hollenbeck

---

Agency’s designated administrator of this Agreement shall be:

Mark Foxworthy

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

| TO AGENCY                                         | TO CONTRACTOR                                             |
|---------------------------------------------------|-----------------------------------------------------------|
| Name: Mark Foxworthy                              | Name: John Hollenbeck                                     |
| Address:<br>1441 Schilling Pl., Salinas, CA 93901 | Address:<br>7343 El Camino Real #195, Atascadero CA 93422 |
| Telephone: 831.755.4860                           | Telephone: 805-458-7268                                   |
| Fax:                                              | Fax:                                                      |
| E-Mail: foxowrthyme1@countyofmonterey.gov         | E-Mail: johnhollenbeckpe@gmail.com                        |

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

MONTEREY COUNTY WATER RESOURCES AGENCY  
AGREEMENT FOR 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: John R. Hollenbeck

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

BY: Signed by:  
*John R. Hollenbeck*  
3877B782175C4F5...  
Type Name: John R. Hollenbeck  
Title: owner/Sole-Proprietor

Date: 10/1/2024 | 11:49 AM PDT

Date: 9/20/2024 | 8:34 AM PDT

BY: \_\_\_\_\_  
Type Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

( Nacimiento - Hollenbeck Consulting 2024 )  
Agreement/Amendment No # ( ----- )

\*\*\*\*\*

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

Signed by:  
  
5DA7ECB51BE8438...  
Assistant County Counsel

Dated: 9/20/2024 | 11:03 AM PDT

County Counsel – Risk Manager:

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

Approved as to fiscal provisions:

Signed by:  
  
30922505678A4ED...  
Administrative Analyst

Dated: 10/1/2024 | 9:12 AM PDT

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

Dated: 9/20/2024 | 12:56 PM PDT

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

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

## **Exhibit A**

### **Scope of Work / Work Schedule**

#### **Task 1 – Nacimient Dam Spillway Services**

##### **3.1: Annual Spillway Maintenance**

Hollenbeck Consulting will provide Resident Engineer services, in coordination with the Agency's Project Manager, for annual spillway maintenance, as requested. This may include inspection of the existing condition of the spillway and recommendations on annual priorities. The FERC and DSOD must approve the Resident Engineer for this work, and the Agency has received their approval for Mr. Hollenbeck to serve as the Resident Engineer. The services and deliverables include, and many not be limited to, the following:

- Startup activities and inventory management of supplies and equipment owned by the Agency and utilized by the contractor.
- Daily observation and confirmation that the construction is meeting the obligations of the Plans and Specifications.
- Daily documentation of the observations, progress, and quality assurance testing.
- Development of field sketches to document details.
- Daily oversight and coordination with Agency inspectors at various times during the construction process.
- Documenting and addressing unforeseen conditions discovered during the course of the work. Coordinating with the Agency's Project Manager to develop work plans to overcome these conditions, and coordinate with the Agency in the development of Design Change Notices.
- Daily coordination with the contractor to oversee their work quality.
- Daily confirmation of their Daily Extra Work Reports and acknowledgment of same.
- Management of Non-conformance Reporting.
- Coordinating with the Agency for quality assurance testing services.
- Managing the FERC Quality Control Inspection Program for the Project.
- Training of site personnel in evacuation protocols in accordance with the FERC Temporary Construction Emergency Action Plan (TCEAP).
- Coordinating with FERC and/or DSOD field inspection personnel in advance of and during inspection hold-points.
- Development and tracking of punch list work.
- Coordinating the as-built information for the Agency's use in tracking maintenance work.
- Coordinating the demobilization and return of Agency's materials and equipment to their proper storage location.
- Preparation of Construction Completion Report.

#### **Task 2 – Nacimient Plunge Pool Services**

**Task 2.1: Rock Outcrop Removal**

Hollenbeck Consulting will provide Resident Engineer services for rock outcrop removal activities at the Nacimiento Dam's Spillway Plunge Pool, including services pending a Federal Energy Regulatory Commission (FERC) approved project to remove the rock outcrop.

The services and deliverables include, and many not be limited to, the following:

- Coordinate the services with the Agency's Project Manager.
- Provide review and comment on technical work plans, reports, and the various design plans, specifications and estimates received from the design engineer. Participate in meetings relating to this work.
- Provide field observation resident engineering support during field exploration and construction to remove the rock outcrop (scope and budget will be detailed once the design is complete).

**Task 2.2: Hillside and Perimeter Erosion Protection Project**

Hollenbeck Consulting will provide Resident Engineer services for construction of a Hillside and Perimeter Erosion Protection Project at the Nacimiento Dam's Spillway Plunge Pool, including services pending a Federal Energy Regulatory Commission (FERC) approved erosion protection project.

The services and deliverables include, and many not be limited to, the following:

- Coordinate the services with the Agency's Project Manager.
- Coordinating as directed with the design engineer to manage the schedule of their deliverables.
- Provide technical review and comment on deliverables from the design engineer, including technical work plans, reports, and the various design plans, specifications and estimates. Participate in meetings relating to this work.

**Task 3 – General Services**

Upon request of Agency, Hollenbeck Consulting 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.

**Task 4 – Interlake Tunnel Project****Task 4.1: Project management liaison**

- a) Serve as a liaison between Agency teams leading work on the San Antonio Spillway and Interlake Tunnel projects.

#### Task 4.2: General engineering services during the Design Phase

- b) Assist Agency with review of technical documents for the Interlake Tunnel, e.g., the Engineer's Report, design deliverables from the design engineer, etc..
- c) General engineering support for the project, as needed, in response to changes in the program management plan or regulatory requirements.
- d) Support Agency with presenting engineering data about the Interlake Tunnel for public meetings, presentations, reports, or stakeholder updates.
- e) Review of engineering design documents, results of investigations for Interlake Tunnel project design, or other pertinent reports.
- f) Liaison support for acquisition of rights-of-way

## 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 \$250,000. Payable costs shall be the sum of direct labor costs, other direct costs and sub-consultant mark-up as defined below. Overall budget is shown in Table 2.

**Direct Labor Costs:** Are the hourly billing rate, per Table 1 - Direct Labor Rate Schedule, times the number of hours worked by the personnel.

**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 Schedule (Tables 1) herein are effective beginning September 15, 2024. Hourly billing rates 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**

John Hollenbeck – Project Management & Engineering Services    \$240 / hour

#### **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 budget charged 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.

#### **Table 2. Budget**

| <b>Task</b>                                  | <b>Amount</b>     |
|----------------------------------------------|-------------------|
| Task 1 – Nacimiento Dam Spillway Services    | \$ 90,000         |
| Task 2 – Nacimiento Dam Spillway Plunge Pool | \$ 100,000        |
| Task 3 – General Services                    | \$ 50,000         |
| Task 4 – Interlake Tunnel Project            | \$ 10,000         |
| <b>Total</b>                                 | <b>\$ 250,000</b> |

Project ID:

Nacimineto\_Hollenbeck Consulting 2024



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

BOARD ORDER No. 24-52

APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH )  
 HOLLENBECK CONSULTING IN THE AMOUNT OF \$75,000 )  
 TO PROVIDE ENGINEERING SUPPORT SERVICES FOR THE )  
 SAN ANTONIO DAM SPILLWAY REPLACEMENT PROJECT; )  
 APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH )  
 HOLLENBECK CONSULTING IN THE AMOUNT OF \$250,000 )  
 TO PROVIDE PROJECT MANAGEMENT AND ENGINEERING )  
 SERVICES FOR THE NACIMIENTO DAM SPILLWAY, )  
 NACIMIENTO DAM SPILLWAY PLUNGE POOL, GENERAL )  
 SERVICES, AND INTERLAKE TUNNEL PROJECT; AND )  
 AUTHORIZE THE GENERAL MANAGER TO EXECUTE THE )  
 AGREEMENTS. )

Upon motion of Director John Baillie, seconded by Director Mark Gonzalez, and carried by those members present, the Board of Directors hereby:

1. Approve a Professional Services Agreement with Hollenbeck Consulting in the amount of \$75,000 to provide engineering support services for the San Antonio Dam Spillway Replacement Project;
2. Approve a Professional Services Agreement with Hollenbeck Consulting in the amount of \$250,000 to provide project management and engineering services for the Nacimiento Dam spillway, Nacimiento Dam spillway plunge pool, general services, and Interlake Tunnel Project; and
3. Authorize the General Manager to execute the Agreements

PASSED AND ADOPTED on this **16** day of **September 2024** by the following vote, to-wit:

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

NOES: None

ABSENT: None

Signed by:

*Mike LeBarre*

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BY: Mike LeBarre, Chair  
Board of Directors

DocuSigned by:

*Ara Azhderian*

1F182FFB49A2435...

ATTEST: Ara Azhderian  
General Manager



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

**BOARD ORDER No. 26-031**

APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES )  
AGREEMENT WITH HOLLENBECK CONSULTING TO INCREASE THE )  
DOLLAR AMOUNT BY 250,000 FOR A TOTAL CONTRACT AMOUNT )  
NOT-TO-EXCEED OF \$500,000 TO CONTINUE TO PROVIDE PROJECT )  
MANAGEMENT AND ENGINEERING SERVICES FOR THE NACIMIENTO )  
DAM AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE THE )  
AGREEMENT. )

Upon motion of \_\_\_\_\_, seconded by \_\_\_\_\_, and carried out by those members present, the Board of Directors hereby:

1. Approve
2. Authorize the General Manager to execute the amendment.

PASSED AND ADOPTED on this **17th** day of **August 2026**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

---

BY: Matthew Simis, Chair  
Board of Directors

---

ATTEST: Ara Azhderian  
General Manager



# 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 26-243**

**August 17, 2026**

**Introduced:** 8/5/2026

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

August 2026 Calendar  
September 2026 Calendar

# August 2026

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

| SUNDAY | MONDAY                                                                                   | TUESDAY | WEDNESDAY                                                          | THURSDAY                              | FRIDAY                                                                       | SATURDAY |
|--------|------------------------------------------------------------------------------------------|---------|--------------------------------------------------------------------|---------------------------------------|------------------------------------------------------------------------------|----------|
| Jul 26 | 27                                                                                       | 28      | 29                                                                 | 30                                    | 31                                                                           | Aug 1    |
| 2      | 3                                                                                        | 4       | 5<br>10:00am Planning Committee - 2026-August (Saffron Room - 1441 | 6                                     | 7<br>9:00am Finance and Administration Committee - 2026 (Saffron Room - 1441 | 8        |
| 9      | 10                                                                                       | 11      | 12                                                                 | 13                                    | 14                                                                           | 15       |
| 16     | 17<br>Board of Directors Meeting - 930-Board<br>12:00pm WRA Board of Directors Zoom Link | 18      | 19                                                                 | 20                                    | 21                                                                           | 22       |
| 23     | 24                                                                                       | 25      | 26                                                                 | 27<br>1:30pm Water Resources Advisory | 28                                                                           | 29       |
| 30     | 31                                                                                       | Sep 1   | 2                                                                  | 3                                     | 4                                                                            | 5        |

# September 2026

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

| SUNDAY | MONDAY                                                                                                | TUESDAY | WEDNESDAY                                                                                       | THURSDAY                                      | FRIDAY                                                                                      | SATURDAY |
|--------|-------------------------------------------------------------------------------------------------------|---------|-------------------------------------------------------------------------------------------------|-----------------------------------------------|---------------------------------------------------------------------------------------------|----------|
| Aug 30 | 31                                                                                                    | Sep 1   | 2<br>10:00am Planning Committee - 2026 (Saffron Room - 1441 Schillings Pl, Salinas, CA 93901 or | 3                                             | 4<br>9:00am Finance and Administration Committee - 2026 (Saffron Room - 1441 Schillings Pl, | 5        |
| 6      | 7<br>Labor Day                                                                                        | 8       | 9                                                                                               | 10                                            | 11                                                                                          | 12       |
| 13     | 14                                                                                                    | 15      | 16                                                                                              | 17                                            | 18                                                                                          | 19       |
| 20     | 21<br>Board of Directors Meeting - 930-Board of Directors<br>12:00pm WRA Board of Directors Zoom Link | 22      | 23                                                                                              | 24<br>1:30 Water Resources Advisory Committee | 25                                                                                          | 26       |
| 27     | 28                                                                                                    | 29      | 30                                                                                              | Oct 1                                         | 2                                                                                           | 3        |



# County of Monterey

**Item No.**

## Board Report

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

**Legistar File Number: WRAG 26-254**

**August 17, 2026**

**Introduced:** 8/12/2026

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

1. Personnel
2. Annual Assessment Roll Preparation
3. Groundwater Monitoring Program
4. Salinas Valley Basin Groundwater Sustainability Agency
5. Castroville Seawater Intrusion Program
6. Grazing Lease Program
7. Mussel Prevention Program

**Personnel:**

There has been quite a bit of change since the last Board meeting. Our Senior Secretary, Yolanda Maciel, has left the Agency and moved to Holland to care for family. Yolanda was not with the Agency long but quickly became an integral and dependable member of the Administration team, quickly picking up public meeting protocols and procedures. Yolanda was also critical to improvements in the Boat Dock Program, where she significantly increased the annual licensing compliance and was successful in collecting numerous delinquent fees. She is missed. Also moving on to pursue his post-graduate work is our Water Resources Technician, Mackaby Pennington. Mac started with the Agency as an intern in June 2024 and assumed a position as a Water Resources Technician in September 2024. From Day 1, Mac has been an integral part of executing the Groundwater Monitoring Program and has supported a range of other Agency programs and projects including ALERT maintenance, environmental compliance monitoring, and the annual River Series. We are grateful for the time that Mac has been part of the Hydrology & Environmental Resources team and wish him well on his next adventure!

Joining the team is our new Water Maintenance Worker, James Dickey. James resides in Paso Robles and began work at the dams on July 27<sup>th</sup>, reporting to our Dam Superintendent, Pat Ledo. We look forward to supporting James as he progresses through dam operations training, certifications, and skill development, with the goal of increasing his responsibilities and professional growth. In addition to backfilling Yolanda and Mac's departures, the Agency has an open recruitment for two Associate Water Resources Hydrologist vacancies – one in the Operations section and one in the Hydrology & Environmental Resources section.

**Annual Assessment Roll Preparation:**

One of the most important annual exercises the Agency undertakes each year is the update and verification of the County's tax roll data, which is the basis for the Agency's "zone" revenues. These assessments represent approximately 46% of the Agency's total annual revenue. Rates for the various assessment zones are updated in the assessment portal and the various tax rate areas go through an annual reconciliation process and comprehensive review of parcel records within the Agency's assessment zones.

Using a geographic information system (GIS) and assessment data, the team identifies parcels requiring correction or further review and records missing key assessment information such as acreage, land use codes/factors, and Zone 2C subareas. The team then performs quality control of the updated assessment roll by cross-referencing parcel changes in the tax portal against the working assessment records, as well as all recorded Monterey County parcel data. This review helps identify discrepancies and ensure that additions, reactivations, inactivations, and deactivations are accurately reflected in the Agency's records, with any remaining issues coordinated with the County's Information Technology Department for correction. Ultimately, the Agency sends the updated tax roll to the County Assessor to be included in the upcoming tax bills.

This annual effort is supported by staff from Finance, Operations, and Hydrology. In particular, I want to recognize Tanya Lewis, Mallory Roberts, and Amanda Cusenza for their successful collaboration and significant contributions to this year's exercise.

**Groundwater Monitoring Program:**

Our hydrology team is getting a workout with the first round of water quality sampling for seawater intrusion and sampling of the deep aquifers wells now complete. The second round of SWI sampling started off strong in August and will continue through September, thanks to support from Amanda Cusenza, Rocio Bravo, and Ricardo Carmona, while the August Trough will be performed on Sunday, August 23<sup>rd</sup>. Also, the annual Salinas River Series will be conducted at the end of August.

Regarding De Minimis well owners subject to the Groundwater Monitoring Program, we now have two options regarding their cost burden. The issue of direct billing De Minimis well owners in FY'27 has been resolved through funding made available by the County Board of Supervisors from the Measure AA fund. The alternative is County sponsored state legislation that is currently in play, AB 2728 (Soria), that would allow the Agency to exempt De Minimis well owners from the costs of the GMP, which would be the case under SGMA if the GMP was administered by the SVBGSA. Prior to the legislative break, the State Senate Local Government and Natural Resources and Water committees advanced the legislation on consent. Now, the State Assembly will begin its consideration. Depending upon the timing and fate of AB 2728, we may look to amend our GMP budget and rates in the Sep-Oct timeframe.

**Salinas Valley Basin Groundwater Sustainability Agency:**

The SVBGSA Board of Directors is set to meet August 13<sup>th</sup> to consider recommendations regarding the formulation of portfolios of actions expected to achieve the SVBGSA's minimum thresholds for groundwater sustainability. The SVBGSA Advisory Committee meet on July 16<sup>th</sup> to discuss the portfolios and chose to advance Portfolios 3A and 4, with considerations. On August 6<sup>th</sup>, the SVBGSA's 180/400 and Eastside subbasins committees meet and discussed the Advisory Committee's action and developed additional considerations for the SVBGSA Board. On July 7<sup>th</sup>, Agency staff sent a letter encouraging the SVBGSA Board to narrow the focus to Portfolio 3A, with considerations, as the foundation for the SVBGSA's future analysis and potential development, so as to improve the direction and focus of the planning effort and ensure that the human and financial resources dedicated to it are applied responsibly and efficaciously. On August 10<sup>th</sup>, the August 13<sup>th</sup> Board meeting packet was circulated, which included a SVBGSA staff recommendation supporting Portfolio 3A as the preferred Integrated Implementation Strategy (IIS) portfolio of Projects and Management Actions (PMAs), together with the Advisory Committee's list of considerations.

Also set for consideration on August 13<sup>th</sup> is consideration of the SVBGSA's response to the May 2026 Civil Grand Jury report examining seawater intrusion. The report made 4 findings and recommendations targeted at the SVBGSA, the Agency, and the County. The Agency and County presented its joint response on June 25, 2026. The SVBGSA's response is aligned with our Joint response and specifically addresses the report's Findings & Recommendations 1 and 4, and generally Finding & Recommendation 3. The SVBGSA response is attached with this report.

**Castroville Seawater Intrusion Program:**

CSIP operations continue as expected, with minimal well production and diversions at the Salinas River Diversion Facility that are on track for another major year. Regarding the Salinas Valley Reclamation Project, Pete Vanerus managed our recently completed third-party review of the

Monterey One Water-led design for replacement of the 21kV switchgear that provides electricity to the SVRP. In general, the third-party review finds the design and cost estimates to be appropriate and offers recommendations to improve project risk and cost management. The Agency is planning to hold its next CSIP landowners meeting on October 16<sup>th</sup> to discuss funding for the 21kV project as well as other major repair needs and potential optimization projects.

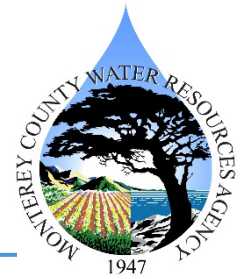
**Grazing Leases Program:**

The Agency manages grazing leases on Agency owned lands surrounding the Nacimiento and San Antonio Reservoirs. This Program supports responsible livestock grazing while promoting watershed protection, vegetation management, wildfire fuel reduction, infrastructure stewardship, and long-term land management objectives. These lands are separated into five separate grazing lease areas that will be available, beginning on November 1, 2026, for a ten-year lease term. Grazing activities are governed by Grazing Lease Agreements, which were recently updated. The Agency just conducted its Grazing Lease bidding and live auction. The auction was well attended and ran smoothly, resulting in the successful selection of the highest qualified bidders for the available lease areas. The successful bidders are completing the required lease documentation and have been working with staff on additional requirements and process. The bidding results and lease agreements are being finalized for certification by the Water Resources Agency Board of Supervisors later this month. I have received nothing but positive feedback regarding the 2026 Lease updates and auction process. Kudos to Shaunna Murray, Jessell Fenley, Tom Shepard, and Mallory Roberts for their good and continuing work to improve the program and its outcomes.

**Mussel Prevention Program:**

With summer in full swing, so are efforts to prevent invasive mussels from entering our reservoirs. This work is a collaboration between the Agency, County of Monterey Parks and Rangers, the County of San Luis Obispo, and private homeowner associations around Nacimiento reservoir. July inspection activity estimates approximately 2,000 at Nacimiento, 1,372 banded and about a 10% denial rate, and about 700 inspections at San Antonio with most boats being banded. The Rangers continue to write citations for mussel prevention program violations and SLO is performing quality control checks of their Resident Vessel Program. The Oak Shores community has started performing boater exit interviews and doing Watercraft Inspection & Decontamination (WID) data sharing system exit interview training for their inspectors this year, and the Cal Shasta community is considering doing the same. Our biologist, Marinn Browne, is working with the California Department of Fish and Wildlife to complete the San Antonio Reservoir Mussel Prevention Plan, which will make it then eligible for grant funding. The group is also engaged on CDFW proposed changes to existing regulations and legislative activity that could set statewide standards for quarantine and/or decontamination processes.

# Monterey County Water Resources Agency



Ara Azhderian, General Manager | 1441 Schilling Pl., Salinas, Ca 93901 | (831) 755-4860

August 7, 2026

Caroline Chapin, Chair  
Salinas Valley Basin Groundwater Sustainability Agency Board of Directors  
P.O. Box 1350  
Carmel Valley, CA 93924

Sent via email to: [board@svbgsa.org](mailto:board@svbgsa.org)

SUBJECT: Portfolio Selection – Bringing Focus to the Next Leg of the Journey

Dear Chair Chapin and Members of the Board:

The Monterey County Water Resources Agency (Agency) appreciates its collaboration with the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA), providing important services, data, and operational expertise to the SVBGSA-led planning effort to achieve groundwater sustainability in the Salinas Valley. Groundwater is the lifeblood of Monterey County's communities, economies, and culture, and sustaining it effectively and affordably for future generations must be a shared priority, as the consequences of failure will surely affect us all.

Since its formation, the SVBGSA has accomplished much, and you, its Directors, sit now weighing an important decision, but one that is just the beginning of a journey, certainly not the end. Over the past 4 years, the Agency has dedicated significant staff time and expertise towards helping inform, review, and develop six feasibility studies produced by the SVBGSA and its consultants and delivered to the California Department of Water Resources (DWR) this past March. During this work, a wide range of water supplies, availability, conveyance, treatment, storage, distribution, and cost scenarios were analyzed. Since March, the SVBGSA's Advisory Committee, with support from staff and consultants, has examined how the feasibility studies might be combined into portfolios of actions expected to achieve the SVBGSA's minimum thresholds for groundwater sustainability. This effort has led to advancement of portfolios 3A and 4, with considerations, for your deliberation. Given the depth and breadth of our engagement, Agency staff want to express support for the Advisory

The Water Resources Agency manages water resources sustainably,  
while minimizing impacts from flooding, for present and future generations.

Committee's efforts, but further encourage the SVBGSA Board to narrow the focus to Portfolio 3A, with considerations, as the foundation for the SVBGSA's future analysis and potential development.

The decision made by the SVBGSA Board at this time is not the last, not even close. Following this decision, the selection will need to be further developed and refined to ensure that it is feasible and meets the intended goals. Additionally, it will be subject to continuing public comment prior to submission to the DWR in January 2027, followed by review and response from DWR, many future decisions by the SVBGSA committees and Board regarding potential portfolio development, including annual funding to support it, alternative project ideas, deepening public, state, and federal scrutiny as a potential portfolio moves through development into the environmental review processes, state and federal endangered species act compliance, state and federal water quality act compliance, potential litigation, and finally, the ultimate arbiter, a public vote upon how to fund a final proposal.

What the August decision can provide is much needed direction and focus. The past few years of intense effort developing the feasibility studies and proposed portfolios clearly demonstrate the human and financial resources necessary to advance a proposed solution. This need will not lessen in the coming years; however, clear direction and deliberate intent can ensure that the resources dedicated are applied responsibly and efficaciously. The Agency's staff inclination to advance Portfolio 3A for further SVBGSA consideration, in part, reflects our understanding that Portfolio 1 is considered impractical and Portfolio 4 is ineffective for addressing seawater intrusion, which is a key DWR barometric. For these reasons, we encourage the SVBGSA Board to focus our precious financial and human resources on Portfolio 3A, with considerations, as a likelihood of success should also be an important criterion. Thank you for your consideration.

Respectfully,



Ara Azhderian  
General Manager

August 13, 2026

Honorable Stephanie Hulse  
Judge of the Superior Court  
c/o Office of the County Counsel  
Attention: Sandra Ontiveros, Civil Grand Jury Liaison  
168 West Alisal Street, 3rd Floor  
Salinas, CA 93901

**Re: Response of the Salinas Valley Basin Groundwater Sustainability Agency to the 2025–2026 Monterey County Civil Grand Jury Final Report, “Seawater Intrusion – A Shared Problem in Monterey County”**

Dear Honorable Judge Hulse:

On behalf of the Salinas Valley Basin Groundwater Sustainability Agency (“SVBGSA” or “the Agency”), and pursuant to California Penal Code sections 933 and 933.05, the SVBGSA Board of Directors submits the following response to the 2025–2026 Monterey County Civil Grand Jury Final Report, “Seawater Intrusion – A Shared Problem in Monterey County” (the “Report”). As identified in the Report, SVBGSA is the responding body for Findings F1, F3, and F4 and Recommendations R1, R3, and R4. This response was reviewed and approved by the SVBGSA Board of Directors at its meeting of August 13, 2026.

SVBGSA appreciates the Civil Grand Jury’s thorough examination of seawater intrusion, one of the challenges the Agency was created to address. SVBGSA is the Groundwater Sustainability Agency formed in 2017 under the Sustainable Groundwater Management Act (“SGMA”) in the Salinas Valley. SVBGSA is charged by the State with achieving groundwater sustainability in the critically overdrafted 180/400-Foot Aquifer Subbasin by the statutory deadline of 2040, and in the five other SVBGSA subbasins by 2042. The Agency has reviewed the Joint Response submitted by the County of Monterey Board of Supervisors and the Monterey County Water Resources Agency (“MCWRA”), and this response is aligned with that Joint Response.

In particular, SVBGSA shares the view that the County’s many water challenges are interrelated and that coordinated, regional solutions—rather than isolated, competing projects—offer the best path forward. At the same time, this response reflects SVBGSA’s distinct statutory role: while MCWRA owns and operates surface-water and recycled-water infrastructure and the County provides funding and land-use authority, it is SVBGSA that bears the SGMA obligation to plan for, select, and drive groundwater sustainability solutions to achieve measurable results. The findings and recommendations are addressed individually below.

### **FINDING (F1)**

*Although multiple technical and feasibility studies addressing seawater intrusion have been completed, no major seawater intrusion mitigation project has advanced to full approval, funding, or construction. As a result, seawater intrusion continues in portions of the Salinas Valley Basin, increasing long-term risk to groundwater reliability for agricultural, municipal, and domestic users.*

### **RESPONSE TO F1**

Outside of the existing Monterey County Water Recycling Projects, which has slowed the rate of seawater intrusion by delivering recycled water and surface water to 12,000 acres through the Castroville Seawater Intrusion Project (CSIP), SVBGSA agrees that no new comprehensive seawater intrusion mitigation project has yet advanced to full approval, secured long-term funding, or reached construction, and that seawater intrusion continues in the coastal portions of the 180-Foot and 400-Foot aquifers beyond the CSIP service area. SVBGSA notes that the technical and feasibility work completed to date is a necessary predicate to responsibly advancing any project of the scale needed to halt seawater intrusion, which will require hundreds of millions of dollars in capital investment, environmental review, permitting, and durable funding commitments. Through 2026, the Agency completed a series of feasibility studies—including Aquifer Storage and Recovery, the Brackish Groundwater Restoration Project, the Castroville and Eastside Canals and Alternatives, optimization of CSIP, the New Seawater Intrusion Project, and a baseline/no-action simulation—and the Agency is now translating that work from study into implementation through its Integrated Implementation Strategy, as described in the response to Recommendation R1.

### **RECOMMENDATION (R1)**

*The Board of Directors of SVBGSA adopt and publish a written implementation schedule by December 31, 2026, identifying the specific seawater intrusion mitigation project or projects (Brackish Groundwater Restoration Project, Aquifer Storage and Recovery, or the Castroville-Eastside Canal Project) it intends to advance to construction, including estimated costs, funding sources, and target dates for permitting and groundbreaking.*

### **RESPONSE TO R1**

SVBGSA is implementing the substance of this recommendation through its Integrated Implementation Strategy (“IIS”), the process by which the Agency is translating its completed feasibility studies into a cohesive and holistic pathway to resilient groundwater future. Because the six Salinas Valley subbasins are hydraulically connected, the IIS evaluates integrated combinations of projects and management actions rather than assessing a single project in isolation. This integrated approach is consistent with the concern expressed in the Joint Response of the County and MCWRA that advancing individual projects, ahead of others, introduces the risk of duplicative or competing efforts and the potential for increased financial burden to a shared base of ratepayers.

The approach SVBGSA has to develop an implementation schedule by December 2026 follows a defined, publicly observable sequence: Agency staff develop portfolios of projects and management actions from the technical studies, using groundwater models to evaluate effectiveness to mitigate seawater intrusion, raise groundwater levels, and achieve sustainability as well as an economic model to estimate costs and funding options; the Advisory Committee reviews the portfolios, provides input to staff, and develops recommendations; the Board of Directors considers those recommendations and selects a preferred implementation pathway, which is anticipated to occur in August 2026.

Consistent with the intent of Recommendation R1, SVBGSA will develop a comprehensive implementation schedule—identifying the projects and management actions to be advanced, with estimated costs, anticipated funding sources, and target dates for permitting and construction—following Board selection of the preferred pathway. That implementation schedule will be incorporated into the five-year periodic evaluations and amendments to the Agency’s Groundwater Sustainability Plans, which are due to the California Department of Water Resources in January 2027. SVBGSA expects to publish the implementation schedule in connection with that process. The Agency notes that, given the integrated nature of the selected pathway, the schedule includes a preferred suite of projects, management actions, and contingency plans rather than a single project.

### **FINDING (F3)**

*If any of the subbasins within the Salinas Valley Basin fails to meet state-mandated groundwater sustainability requirements under SGMA, the State Water Resources Control Board may intervene, which could result in mandatory pumping reductions and increased regulatory oversight. This would impact local agriculture and economies and reduces [sic] local control. Avoiding State intervention requires the timely implementation of groundwater sustainability projects and the identification of reliable funding mechanisms. Absent such decisions, planned groundwater sustainability projects may remain conceptual and seawater intrusion in affected aquifers may continue to progress.*

### **RESPONSE TO F3**

SVBGSA agrees with Finding 3, consistent with the Joint Response of the County and MCWRA. Preserving local control of groundwater management is central to the Agency’s purpose. If the State Water Resources Control Board were to place a subbasin on probation, the result could include mandatory metering, registration and extraction fees paid to the State, pumping restrictions, and reduced local discretion—outcomes with significant consequences for the Salinas Valley’s agricultural economy and its communities. SVBGSA agrees that avoiding such intervention requires the focused progress of projects from planning to implementation, including identification of the potential funding plan. The Agency’s Integrated Implementation Strategy and five-year GSP updates are structured to demonstrate the adequate progress that SGMA requires.

### **RECOMMENDATION (R3)**

*The Monterey County Board of Supervisors conduct a publicly noticed study session to evaluate*

*long-term funding mechanisms to support groundwater sustainability projects developed by SVBGSA and direct staff to report back with recommended funding options by June 30, 2027.*

### **RESPONSE TO R3**

This recommendation is directed to the Monterey County Board of Supervisors, and the convening of the study session described is an action within the County's authority rather than SVBGSA's. To the extent the recommendation calls for SVBGSA's collaboration, SVBGSA agrees with the recommendation's intent and will actively support and participate in the study session, contributing its Integrated Implementation Strategy, feasibility studies, financing analysis, and groundwater data to inform the evaluation of long-term funding mechanisms. SVBGSA further endorses the proposal in the Joint Response of the County and MCWRA to broaden such a forum beyond a single agency's service area into integrated regional water management planning and stands ready to coordinate that work with respect to its SGMA responsibilities while preserving the clarity of each agency's distinct authorities. The Agency anticipates supporting the County's effort to meet its stated timeframe of a staff report on funding options by June 30, 2027.

### **FINDING (F4)**

*Disagreements among stakeholders regarding responsibility for and funding of seawater intrusion mitigation have the potential to delay implementation of basin-wide solutions. Continued delays increase the likelihood that mitigation measures will become more costly and difficult to implement over time.*

### **RESPONSE TO F4**

SVBGSA agrees that unresolved disagreements among stakeholders over responsibility for, and funding of, seawater intrusion mitigation have the potential to delay comprehensive solutions, and that delay tends to increase the ultimate cost and complexity of those solutions. SVBGSA was established as a joint powers authority precisely to provide a structured forum for resolving such disagreements: its Board and committees represent agricultural, municipal, public-utility, environmental, and disadvantaged-community interests, and its Advisory Committee and subbasin committees support transparent, science-based, and consensus-oriented decision-making. The Integrated Implementation Strategy and the cost-allocation work described in the response to Recommendation R4 are intended to address these questions of responsibility and funding before they delay implementation.

### **RECOMMENDATION (R4)**

*The Board of Directors of the Salinas Valley Basin Groundwater Sustainability Agency conduct a public workshop and develop a written consensus-based framework outlining options for project cost allocation and post the framework for public review by December 31, 2026.*

### **RESPONSE TO R4**

Public engagement on the projects and their costs is already underway: SVBGSA held public meetings on each of the feasibility studies—including Aquifer Storage and Recovery, the Brackish Groundwater Restoration Project, the Castroville and Eastside Canals and Alternatives, the

Castroville Seawater Intrusion Project optimization, the New Seawater Intrusion Project, and Demand Management—in May 2026, and the SVBGSA Advisory Committee is reviewing projects and management actions’ portfolios with public input as part of the Integrated Implementation Strategy process. Cost allocation is a component of that strategy that will be developed following the consideration and narrowing down of the wide range of project scenarios.

Consistent with the recommendation, SVBGSA will generate a strategy outlining options for project cost allocation and will present that at a public meeting. Because a credible cost-allocation framework depends on the project portfolio established through the Board’s selection of a preferred implementation pathway in August 2026, the Agency will develop and post the strategy in connection with that pathway selection and the GSP periodic evaluations and amendments due to the Department of Water Resources in January 2027.

## **CONCLUSION**

SVBGSA shares the Civil Grand Jury’s sense of urgency. Decades of documented seawater intrusion, a statutory 2040 sustainability deadline, and the real risk of State intervention all underscore the need to move from study to implementation with measurable results. The Agency also shares the conviction, expressed in the Joint Response of the County and MCWRA, that success will require regional collaboration, aligned priorities, and a coordinated funding strategy rather than isolated or competing efforts. As the Groundwater Sustainability Agency for the Salinas Valley, SVBGSA is committed to leading this transition—through its Integrated Implementation Strategy, the GSPs, and continued partnership with the County, MCWRA, Monterey One Water, Marina Coast Water District GSA, Arroyo Seco GSA and the basin’s many stakeholders—to protect the groundwater resources on which the communities, families, and economy of Monterey County depend. SVBGSA thanks the Civil Grand Jury for its work and for the opportunity to respond.

Respectfully submitted,

Piret Harmon  
General Manager  
Salinas Valley Basin Groundwater Sustainability Agency

cc: SVBGSA Board of Directors  
Civil Grand Jury Foreperson



# County of Monterey

## Item No.9

### Board Report

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

**Legistar File Number: WRAG 26-237**

**August 17, 2026**

**Introduced:** 8/5/2026

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Committee Agenda's for July and August 2026.

- Water Resources Advisory Committee Agenda
- Finance & Administration Committee Agenda
- Water Resources Agency Planning Committee Agenda

# **County of Monterey**

Schilling Government Center  
1441 Schilling Place  
Salinas, CA 93901



## **Meeting Agenda - Draft**

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

**Thursday, July 30, 2026**  
**1:30 PM**

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

### **Water Resources Advisory Committee**

For information on The Ralph M. Brown Act: Open Meetings, please click the link below:

[https://leginfo.legislature.ca.gov/faces/codes\\_displayText.xhtml?division=2.&chapter=9.&part=1.&lawCode=GOV&title=5](https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?division=2.&chapter=9.&part=1.&lawCode=GOV&title=5)

**COMMITTEE MEMBERS:**

John Baillie, Chair

Jason Smith, Vice Chair

Ken Ekelund

Jon Conatser

Doug Scattini

David Bunn

Steve McIntyre

Grant Cremers

Dennis Lebow

Robin Lee

Patrick Breen

Nathan Merkel

Anna McKenna

Douglas Blois

Salinas Valley City - Vacant

**How to participate in this meeting:**

**Via Zoom:** Members of the public may participate in this meeting virtually via computer or smart device. To Join the Zoom Meeting, copy and paste the link into your browser: <https://montereycty.zoom.us/j/94660417478?pwd=tPGpV3BHvH3Z2Z9ikayGJfjmalifAT.1> - Meeting ID: 946 6041 7478 Password: 414544

**To Participate via phone,** you can call the number below and enter the webinar ID number and password when prompted: Phone Number: (669) 219 2599 Meeting ID: 946 6041 7478 Password: 414544

**In-Person** at the address listed above.

**Public Comments:** The following options are available to any member of the public participating virtually or in person who wishes to make any comments to the Water Resources Advisory Committee.

**Before the Meeting via Email:** Written comments can be emailed by 5:00 p.m. on the Wednesday prior to the Committee meeting, to [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov). Please indicate the Committee name, meeting date and agenda number in the subject. Comments received by the deadline will be distributed to the Committee and placed in the record.

**During the Meeting via Oral Comments:** When the Chair calls for public comment, attendees can queue to speak by raising their hand in person. On the Zoom application, click the “Raise Hand” button. On the phone, or press \*9 on the phone. The Secretary to the Board Committee will call speaker names and un mute speaker mics. You will have 2 minutes to provide your comments. Please note, the time limit to speak for commenter's who have already submitted something in writing may be shortened.

**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.

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

**Cómo participar en esta reunión:**

**De forma remota vía Zoom:** Los miembros del público pueden participar en esta reunión de manera virtual a

través de una computadora o dispositivo inteligente. Para unirse a la reunión de Zoom, copie y pegue el siguiente enlace en su navegador:  
<https://montereycty.zoom.us/j/94660417478?pwd=tPGpV3BHvH3Z9ikayGJjfjmalifAT.1> - ID de la reunión: 946 6041 7478 Contraseña: 414544

Para participar por teléfono: Puede llamar al número que aparece a continuación e ingresar el ID de la reunión y la contraseña cuando se le solicite:

Número de teléfono: (669) 219 2599 ID de la reunión: 946 6041 7478 Contraseña: 414544

En persona: En la dirección indicada anteriormente.

Comentarios del público: Las siguientes opciones están disponibles para cualquier miembro del público que participe de forma virtual o en persona y desee hacer comentarios ante el Comité Asesor de Recursos Hídricos.

Antes de la reunión por correo electrónico:

Envíe sus comentarios por correo electrónico antes de las 5:00 p. m. del miércoles previo a la reunión a [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov). Incluya en el asunto el nombre del Comité, la fecha de la reunión y el número del punto de la agenda. Los comentarios recibidos antes de la fecha límite serán distribuidos al Comité y archivados en el registro oficial.

Durante la reunión mediante comentarios orales: Cuando el Presidente solicite comentarios del público, los asistentes pueden hacer fila para hablar levantando la mano en persona. En la aplicación de Zoom, haga clic en el botón "Levantar la mano". Por teléfono, presione \*9.

El/la Secretario/a del Comité llamará a los oradores por nombre y activará sus micrófonos. Cada persona tendrá 2 minutos para presentar sus comentarios. Tenga en cuenta que el tiempo permitido para quienes ya hayan presentado comentarios por escrito puede ser reducido.

Las personas con discapacidades que necesiten una adaptación razonable para observar o participar en la reunión pueden solicitarla por correo electrónico a: [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov). La solicitud debe realizarse a más tardar al mediodía del miércoles previo a la reunión del Comité, para permitir que la Agencia tenga tiempo de atender la solicitud.

El Presidente y/o el Secretario podrán establecer reglas razonables según sea necesario para conducir la reunión de manera ordenada.

### **Call to Order**

### **Roll Call**

### **Public Comments**

### **Committee Member Comments**

### **Presentations**

1. Update on The Nacimiento Intake Actuator Replacement Project (Staff Presenting: Mark Foxworthy)

**[WRAG](#)**  
**[26-226](#)**

2. Update on the San Antonio Spillway Replacement Project (Staff Presenting: Elise Harden)

[WRAG](#)  
[26-227](#)

### **Consent Calendar**

3. Approve the Minutes of the Water Resources Advisory Committee meeting held on April 30, 2026.

[WRAG](#)  
[26-210](#)

**Attachments:**     [draft Meeting Minutes April 30 2026](#)

### **Staff Reports**

4. Current Reservoir Conditions, Releases, and Downstream Flows (Staff Presenting: Joey Klein, Casey DeLay)

[WRAG](#)  
[26-228](#)

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

5. Operation and Maintenance Activities at the Dams (Staff Presenting: Jason Demers)

[WRAG](#)  
[26-229](#)

6. Update on the Status of the Agency's Grazing Lease Renewals (Staff Presenting: Jason Demers)

[WRAG](#)  
[26-230](#)

7. Overview of Water Year 2026 Quarter 3 Salinas Valley Quarterly Water Conditions Report (Staff Presenting: Guillermo Diaz-Moreno)

[WRAG](#)  
[26-231](#)

**Attachments:**     [QuarterlyRpt 3rdQtr WY26](#)

### **Status Reports**

8.     · Reservoir Recreation and Parks Activities  
      · County of San Luis Obispo Activities  
      · Invasive Mussel Protection Program Update

[WRAG](#)  
[26-211](#)

### **Calendar**

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

[WRAG](#)  
[26-225](#)

### **Adjournment**

# **County of Monterey**

Saffron Room  
1441 Schilling Place  
Salinas, Ca 93901



## **Meeting Agenda - Final**

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

**Friday, August 7, 2026**

**9:00 AM**

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

For information on The Ralph M. Brown Act: Open Meetings please click on the link below:

[https://leginfo.legislature.ca.gov/faces/codes\\_displayText.xhtml?division=2.&chapter=9.&part=1.&lawCode=GOV&title=5](https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?division=2.&chapter=9.&part=1.&lawCode=GOV&title=5)

**COMMITTEE MEMBERS:**

Mark Gonzalez, Chair

John Baillie, Vice Chair

Matt Simis

Mike LeBarre

How to participate in this meeting: In-Person at the address listed above.

Via Zoom: Members of the public may participate in this meeting virtually via computer or smart device. To Join the Zoom Meeting, copy and paste the link into your browser:

<https://montereycty.zoom.us/j/97233469235?pwd=zKS4Wi7Bt1KYrRj9IBe0Hqb2JFplXh.1>

Meeting ID: 972 3346 9235 Password: 289821

To Participate via phone, you can call the number below and enter the webinar ID number and password when prompted:  
Phone Number: (669) 219 2599 Meeting ID: 972 3346 9235 Password: 289821

Public Comments: The following options are available to any member of the public participating virtually or in person who wishes to make any comments to the Finance & Administration Committee.

Before the Meeting via Email: Written comments can be emailed by 5:00 p.m. on the Thursday prior to the Committee meeting, to [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov). Please indicate the Committee name, meeting date and agenda number in the subject. Comments received by the deadline will be distributed to the Committee and placed in the record.

During the Meeting via Oral Comments: When the Chair calls for public comment, attendees can queue to speak by raising their hand in person. On the Zoom application, click the "Raise Hand" button. On the phone, or press \*9 on the phone. The Secretary to the Board Committee will call speaker names and unmute speaker mics. You will have 3 minutes to provide your comments.

Please note, the time limit for commenters who have already submitted something in writing may be shortened. 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 Tuesday prior to the Committee meeting in order to provide time for the Agency to address the request.

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

Cómo participar en esta reunión: En persona: En la dirección indicada anteriormente.

De forma remota vía Zoom: Los miembros del público pueden participar en esta reunión de manera virtual a través de una computadora o dispositivo inteligente. Para unirse a la reunión de Zoom, copie y pegue el siguiente enlace en su navegador:

<https://montereycty.zoom.us/j/92329693521?pwd=vi52WPz8baA3EL2FbIp05wM0awv5fv.1>

ID de la reunión: 972 3346 9235 Contraseña: 289821

Para participar por teléfono: Puede llamar al número que aparece a continuación e ingresar el ID de la reunión y la contraseña cuando se le solicite:

Número de teléfono: (669) 219 2599 ID de la reunión: 972 3346 92351 Contraseña: 289821

Comentarios del público: Las siguientes opciones están disponibles para cualquier miembro del público que participe de

forma virtual o en persona y desee hacer comentarios ante el Comité de Finanzas y Administración. Antes de la reunión por correo electrónico: Los comentarios escritos pueden enviarse por correo electrónico hasta las 5:00 p. m. del jueves previo a la reunión del Comité a: [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov)

Por favor, indique el nombre del Comité, la fecha de la reunión y el número del punto de la agenda en el asunto del correo electrónico. Los comentarios recibidos antes de la fecha límite serán distribuidos al Comité y archivados como parte del registro oficial.

Durante la reunión mediante comentarios orales: Cuando el Presidente solicite comentarios del público, los asistentes pueden hacer fila para hablar levantando la mano en persona. En la aplicación de Zoom, haga clic en el botón "Levantar la mano". Por teléfono, presione \*9.

El/la Secretario/a del Comité llamará a los oradores por nombre y activará sus micrófonos. Cada persona tendrá 3 minutos para presentar sus comentarios. Tenga en cuenta que el tiempo permitido para quienes ya hayan presentado comentarios por escrito puede ser reducido.

Las personas con discapacidades que deseen solicitar una adaptación o modificación razonable para observar o participar en la reunión pueden hacerlo enviando un correo electrónico a: [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov)

La solicitud debe realizarse a más tardar al mediodía del martes previo a la reunión del Comité, para permitir que la Agencia tenga tiempo de atender la solicitud.

El Presidente y/o el Secretario podrán establecer reglas razonables según sea necesario para conducir la reunión de manera ordenada.

### **Call to Order**

### **Roll Call**

### **Public Comment**

### **Committee Member Comments**

### **Consent Calendar**

1. Approve the Action Minutes of the Finance and Administration Meeting held on June 5, 2026.

**[WRAFIN](#)**  
**[26-008](#)**

**Attachments:**     [Final FAC Minutes June 5, 2026](#)

2. Recommend that the Monterey County Water Resources Agency Board of Directors recommend that the Monterey County Water Resources Agency Board of Supervisors ratify and approve Amendment No. 3 to the Memorandum of Understanding with the Salinas Valley Basin Groundwater Sustainability Agency previously executed by the General Manager of the Monterey County Water Resources Agency to extend the term of the MOU to June 30, 2029; revise the contact information for the Parties to the MOU; revise the description of anticipated services; and update the rate structure for the Monterey County Water Resources Agency. (Staff Presenting: Amy Woodrow)

**[WRAFIN](#)**  
**[26-006](#)**

**Attachments:** [Board Report](#)  
[Att1 2026-06 MOU A3 MCWRA-SVBGSA](#)

### Scheduled Items

3. Recommended that the Monterey County Water Resources Agency Board of Directors: **WRAFIN**  
**26-009**
- a. Approve a Professional Services Agreement with GEI Consultants, Inc. for a total contract amount not to exceed \$884,910 for environmental services work related to the San Antonio Spillway Replacement Project and the Nacimiento Plunge Pool Project; and
  - b. Authorize the General Manager to execute the agreement

**Attachments:** [Board Report](#)  
[ENVR RFQ April 2026\\_FINAL SA Spillway and Naci Plunge Pool Projects](#)  
[RFQ 2026001 Addendum No 1](#)  
[DRAFT GEI Scope of Work San Antonio & Nacimiento Dam Env Services](#)

4. Receive the Monterey County Water Resources Agency FY 2025-26 Financial Status Report through June 30, 2026. (Staff Presenting: Nora Cervantes) **WRAFIN**  
**26-005**

**Attachments:** [Board Report](#)  
[FY26 2026 06 Quarter 4 Financial Period 12](#)  
[Quarter 4 WRA Financial FY26-AP12](#)

### Staff Reports

Monterey One Water Expenditures Report\_May 2026. (Staff Presenting: Nan Kim) **WRAFIN**  
**26-010**

**Attachments:** [M1W May 2026 Expense](#)

### Calendar

5. Set the next meeting date and discuss future agenda items. **WRAFIN**  
**26-007**

### Adjournment

# **County of Monterey**

Schilling Government Center  
1441 Schilling Place  
Salinas, CA 93901



## **Meeting Agenda - Final**

**Wednesday, August 5, 2026**

**10:00 AM**

**Saffron Room**

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

**Water Resources Agency Planning Committee**

For information on The Ralph M. Brown Act: Open Meetings please click on the link below:

[https://leginfo.legislature.ca.gov/faces/codes\\_displayText.xhtml?division=2.&chapter=9.&part=1.&lawCode=GOV&title=5](https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?division=2.&chapter=9.&part=1.&lawCode=GOV&title=5)

**COMMITTEE MEMBERS:**

Ken Ekelund, Chair

Deidre Sullivan, Vice Chair

Matt Simis

Mark Gonzalez

How to participate in this meeting: In-Person at the address listed above.

Via Zoom: Members of the public may participate in this meeting virtually via computer or smart device. To Join the Zoom Meeting, copy and paste the link into your browser:

<https://montereycty.zoom.us/j/92329693521?pwd=vi52WPz8baA3EL2FbIp05wM0awv5fv.1>

Meeting ID: 923 2969 3521 Password: 901221

To Participate via phone, you can call the number below and enter the webinar ID number and password when prompted:

Phone Number: (669) 219 2599 Meeting ID: 923 2969 3521 Password: 901221

Public Comments: The following options are available to any member of the public participating virtually or in person who wishes to make any comments to the Planning Committee.

Before the Meeting via Email: Written comments can be emailed by 5:00 p.m. on the Tuesday prior to the Committee meeting, to [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov). Please indicate the Committee name, meeting date and agenda number in the subject. Comments received by the deadline will be distributed to the Committee and placed in the record.

During the Meeting via Oral Comments: When the Chair calls for public comment, attendees can queue to speak by raising their hand in person. On the Zoom application, click the "Raise Hand" button. On the phone, or press \*9 on the phone. The Secretary to the Board Committee will call speaker names and unmute speaker mics. You will have 3 minutes to provide your comments.

Please note, the time limit for commenter's who have already submitted something in writing may be shortened.

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Cómo participar en esta reunión: En persona: En la dirección indicada anteriormente.

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<https://montereycty.zoom.us/j/92329693521?pwd=vi52WPz8baA3EL2FbIp05wM0awv5fv.1>

ID de la reunión: 923 2969 3521 Contraseña: 901221

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Número de teléfono: (669) 219 2599 ID de la reunión: 923 2969 3521 Contraseña: 901221

Comentarios del público: Las siguientes opciones están disponibles para cualquier miembro del público que participe de

forma virtual o en persona y desee hacer comentarios ante el Comité de Plannacion Hídricos. Antes de la reunión por correo electrónico: Los comentarios escritos pueden enviarse por correo electrónico hasta las 5:00 p. m. del martes previo a la reunión del Comité a: [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov)

Por favor, indique el nombre del Comité, la fecha de la reunión y el número del punto de la agenda en el asunto del correo electrónico. Los comentarios recibidos antes de la fecha límite serán distribuidos al Comité y archivados como parte del registro oficial.

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El/la Secretario/a del Comité llamará a los oradores por nombre y activará sus micrófonos. Cada persona tendrá 3 minutos para presentar sus comentarios. Tenga en cuenta que el tiempo permitido para quienes ya hayan presentado comentarios por escrito puede ser reducido.

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La solicitud debe realizarse a más tardar al mediodía del martes previo a la reunión del Comité, para permitir que la Agencia tenga tiempo de atender la solicitud.

El Presidente y/o el Secretario podrán establecer reglas razonables según sea necesario para conducir la reunión de manera ordenada.

### **Call to Order**

### **Roll Call**

### **Public Comment**

### **Committee Member Comments**

### **Presentations**

1. Overview of the Agency's Administrative Process Workflow. (Staff Presenting: Ara Azhderian)

**[WRAPL](#)**  
**[26-041](#)**

**Attachments:**     [Presentation Agency Administrative Process Workflow](#)

### **Consent Calendar**

2. Approve the Action Minutes of the Planning Committee meeting held on June 3, 2026

**[WRAPL](#)**  
**[26-044](#)**

**Attachments:**     [draft Planning Minutes June 3, 2026](#)

### **Scheduled Items**

3. Update on staff's participation in the Salinas Valley Basin Groundwater Sustainability Agency's Advisory Committee. (Staff Presenting: Shaunna Murray)

[WRAPL](#)  
[26-046](#)

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

4. Recommend that the Agency send letter of support to the Salinas Valley Basin Groundwater Sustainability Agency's Board of Directors for the selection of Portfolio 3A for future analysis and potential development. (Staff Presenting: Ara Azhderian)

[WRAPL](#)  
[26-047](#)

**Attachments:** [Letter of Support to SVBGSA for Portfolio 3A](#)

5. Recommend to the Board of Directors that the Monterey County Water Resources Agency Board of Supervisors:
- a) Approve a Grazing Lease Agreement with Heartland Mark LLC in the amount of \$28,672 for year one increasing annually by 2.5-percent, from November 1, 2026, through October 31, 2036, for grazing lands located at the Nacimiento 5 lease area; and
  - b) Authorize the General Manager of the Agency to execute the lease agreement, subject to approval as to form by the County Counsel's Office.

[WRAPL](#)  
[26-045](#)

**Attachments:** [Board Report](#)  
[Draft Heartland Mark LLC New Pinball Radio Site Lease](#)

### **Staff Reports**

6. Update on the Development of the Agency's 2026 Strategic Plan. (Staff Presenting: Shaunna Murray)

[WRAPL](#)  
[26-040](#)

**Attachments:** [Strategic Plan Update August 2026](#)

### **Calendar**

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

[WRAPL](#)  
[26-043](#)

### **Adjournment**



# County of Monterey

## Item No.10

### Board Report

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

**Legistar File Number: WRAG 26-240**

**August 17, 2026**

**Introduced:** 8/5/2026

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

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

## Reservoir Storage & Release Update

### SUMMARY/DISCUSSION:

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

**RESERVOIR ELEVATION / STORAGE:** As of August 12, San Antonio Reservoir has a water surface elevation of approximately 743.3 feet (NGVD 29), with 172,335 acre-feet of water in storage. Nacimiento Reservoir has a water surface elevation of approximately 755.6 feet, with 170,686 acre-feet of water in storage. San Antonio Reservoir is currently at 51% of storage capacity and Nacimiento Reservoir is at 45% of capacity.

**RAINFALL:** There was no significant rainfall.

**SALINAS RIVER LAGOON:** The Salinas River Lagoon remains closed to the ocean.

**RESERVOIR RELEASES:** Releases of the 2026 conservation release season began from Nacimiento reservoir on March 26, 2026. Conservation releases began from San Antonio Reservoir on April 6, 2026. Releases have generally increased throughout the summer as conditions continue to dry. After completion of maintenance work on the low level outlet works at Nacimiento Dam, releases have been increased from Nacimiento Reservoir and decreased from San Antonio Reservoir, relative to before the completion of work.

Releases as of August 12, 2026:

- |                          |         |
|--------------------------|---------|
| • Nacimiento Reservoir:  | 400 cfs |
| • San Antonio Reservoir: | 220 cfs |

Total releases from both reservoirs to the Salinas River are approximately 620 cfs. The following “provisional” flows have been recorded by the USGS:

- |                                          |         |
|------------------------------------------|---------|
| • Nacimiento River below Nacimiento Dam: | 400 cfs |
| • Salinas River near Bradley:            | 555 cfs |
| • Salinas River near King City:          | 451 cfs |
| • Salinas River at Soledad:              | 316 cfs |
| • Salinas River near Chualar:            | 115 cfs |
| • Salinas River near Spreckels:          | 61 cfs  |

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



# County of Monterey

## Item No.11

### Board Report

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

Legistar File Number: WRAG 26-241

August 17, 2026

Introduced: 8/5/2026

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Update on staff's participation in the Salinas Valley Basin Groundwater Sustainability Agency's Advisory Committee

#### SUMMARY/DISCUSSION:

##### ***Background***

The Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) has an Advisory Committee which plays a key role in shaping groundwater management in the Salinas Valley by providing input and consensus-based recommendations to the SVBGSA Board of Directors. The Advisory Committee reflects a broad range of perspectives, representing agencies and groundwater users across the region. Members collaborate to support the implementation of the Sustainable Groundwater Management Act through the integrated execution of six Groundwater Sustainability Plans. The Monterey County Water Resources Agency (Agency) has a seat on the Advisory Committee and will provide periodic updates to the Agency BOD as it affects or is of interest to the Agency.

##### ***Summary***

Staff participated in the Advisory Committee's special meeting held on July 16, 2026.

The goal of this meeting was to have the Advisory Committee reach consensus on a Portfolio of projects to recommend for consideration at the full SVBGSA Board of Directors. There was little new information presented and more of a deliberation on all the information that had been presented over the last six months. Agenda Item 3.3 was Integrated Implementation Strategy PMA Final Portfolios. Recommendation: Recommend to the Board of Directors a preferred Integrated Implementation Strategy (IIS) portfolio of Projects and Management Actions (PMAs) selected from among Portfolio 1, Portfolio 3A, and Portfolio 4 - together with a list of considerations to guide the preferred portfolio's refinement and implementation.

SVBGSA consultants reviewed the Portfolios by describing the activities and modeling results related to how they reached the Sustainable Management Criteria by both 2040 and beyond. The three Portfolios are described below.

**Portfolio 1 - Medium BGRP, Injection Only:** A medium-sized Brackish Groundwater Recharge Project (BGRP) delivering water for injection into the 180 and 400-Foot Aquifers, paired with C&E recharge basins in the Eastside (100 cfs diversion), CSIP optimization, and 10% agricultural demand management in the North Valley. It has the highest portfolio yield (approximately 56,000 AF/year) and is the only portfolio that fully addresses seawater intrusion to the current minimum threshold. It also carries the highest cost.

**Portfolio 3A Small BGRP with Direct Delivery and Injection:** A smaller BGRP with partial direct delivery to Salinas and partial injection, paired with C&E recharge basins in the Eastside (100 cfs), CSIP optimization, and 10% agricultural demand management. Yield is approximately 37,700 AF/year. It addresses seawater intrusion nearly - but not fully to - the current minimum threshold and does not address Monterey Subbasin seawater intrusion, so it requires mitigation activities. Cost is lower than Portfolio 1.

**Portfolio 4 - Low-Cost Projects:** C&E recharge basins (50 cfs) and C&E injection into the 400-Foot Aquifer (50 cfs diversion), CSIP optimization, and 20% agricultural demand management - double the demand-management level of the other portfolios. Yield is approximately 10,200 AF/year. It is the lowest-cost portfolio and performs well on 180-Foot and 400-Foot groundwater levels, but it does not address seawater intrusion.

The Advisory Committee was able to reach consensus that Portfolio 1 was not supported by the members. There were various reasons for this including a better understanding of how this scale of injection would work in the pressure zone, localized impacts of the project that actually increase salinity levels in the groundwater basin, and better idea of what Demand Management would look like. The Committee was split on whether Portfolio 3A or 4 was best suited to be the foundation for additional investigation, planning and project development. The BGRP continued to cause concern for many of the members but the lack of effectiveness of the PMAs in Portfolio 4 made it difficult to support for many members. Therefore, the Committee landed on recommending that both Portfolios be evaluated going forward.

The Committee then identified numerous considerations that described data gaps and investigations that would be important to further develop before making a decision on PMAs or Portfolios. Those contingencies addressed the concerns described above as well as considering source water options for all projects, defining contingency projects for DWR's consideration, permitting feasibility, downsizing projects, and moving the time it takes to reach the Minimum Threshold. Both the cost of the Portfolios as well as the cost allocation throughout the Salinas Valley continue to be a significant concern for all parties. The final list of the considerations will be drafted by the SVBGSA staff and presented to their Board of Directors in August.

Additional information related to the Advisory Committee can be found on the SVBGSA's website: <https://svbgsa.org/about-us/board-and-committees/advisory-committee/>

The Advisory Committee has the next regular meeting scheduled for August 20, 2026.

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



# 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 26-241

August 17, 2026

Introduced: 8/5/2026

Current Status: Draft

Version: 1

Matter Type: WR General Agenda

Update on staff's participation in the Salinas Valley Basin Groundwater Sustainability Agency's Advisory Committee

#### SUMMARY/DISCUSSION:

##### ***Background***

The Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) has an Advisory Committee which plays a key role in shaping groundwater management in the Salinas Valley by providing input and consensus-based recommendations to the SVBGSA Board of Directors. The Advisory Committee reflects a broad range of perspectives, representing agencies and groundwater users across the region. Members collaborate to support the implementation of the Sustainable Groundwater Management Act through the integrated execution of six Groundwater Sustainability Plans. The Monterey County Water Resources Agency (Agency) has a seat on the Advisory Committee and will provide periodic updates to the Agency BOD as it affects or is of interest to the Agency.

##### ***Summary***

Staff participated in the Advisory Committee's special meeting held on July 16, 2026.

The goal of this meeting was to have the Advisory Committee reach consensus on a Portfolio of projects to recommend for consideration at the full SVBGSA Board of Directors. There was little new information presented and more of a deliberation on all the information that had been presented over the last six months. Agenda Item 3.3 was Integrated Implementation Strategy PMA Final Portfolios. Recommendation: Recommend to the Board of Directors a preferred Integrated Implementation Strategy (IIS) portfolio of Projects and Management Actions (PMAs) selected from among Portfolio 1, Portfolio 3A, and Portfolio 4 - together with a list of considerations to guide the preferred portfolio's refinement and implementation.

SVBGSA consultants reviewed the Portfolios by describing the activities and modeling results related to how they reached the Sustainable Management Criteria by both 2040 and beyond. The three Portfolios are described below.

**Portfolio 1 - Medium BGRP, Injection Only:** A medium-sized Brackish Groundwater Recharge Project (BGRP) delivering water for injection into the 180 and 400-Foot Aquifers, paired with C&E recharge basins in the Eastside (100 cfs diversion), CSIP optimization, and 10% agricultural demand management in the North Valley. It has the highest portfolio yield (approximately 56,000 AF/year) and is the only portfolio that fully addresses seawater intrusion to the current minimum threshold. It also carries the highest cost.

**Portfolio 3A Small BGRP with Direct Delivery and Injection:** A smaller BGRP with partial direct delivery to Salinas and partial injection, paired with C&E recharge basins in the Eastside (100 cfs), CSIP optimization, and 10% agricultural demand management. Yield is approximately 37,700 AF/year. It addresses seawater intrusion nearly - but not fully to - the current minimum threshold and does not address Monterey Subbasin seawater intrusion, so it requires mitigation activities. Cost is lower than Portfolio 1.

**Portfolio 4 - Low-Cost Projects:** C&E recharge basins (50 cfs) and C&E injection into the 400-Foot Aquifer (50 cfs diversion), CSIP optimization, and 20% agricultural demand management - double the demand-management level of the other portfolios. Yield is approximately 10,200 AF/year. It is the lowest-cost portfolio and performs well on 180-Foot and 400-Foot groundwater levels, but it does not address seawater intrusion.

The Advisory Committee was able to reach consensus that Portfolio 1 was not supported by the members. There were various reasons for this including a better understanding of how this scale of injection would work in the pressure zone, localized impacts of the project that actually increase salinity levels in the groundwater basin, and better idea of what Demand Management would look like. The Committee was split on whether Portfolio 3A or 4 was best suited to be the foundation for additional investigation, planning and project development. The BGRP continued to cause concern for many of the members but the lack of effectiveness of the PMAs in Portfolio 4 made it difficult to support for many members. Therefore, the Committee landed on recommending that both Portfolios be evaluated going forward.

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The Advisory Committee has the next regular meeting scheduled for August 20, 2026.

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



# County of Monterey

Item No.12

## Board Report

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

Legistar File Number: WRAG 26-242

August 17, 2026

Introduced: 8/5/2026

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Salinas Valley Water Conditions report: Third Quarter of Water Year 2025-2026 (Staff: Amy Woodrow)

### RECOMMENDATION:

It is recommended that the Board of Supervisors:  
[Copy and paste the title here]

### SUMMARY:

### DISCUSSION:

### OTHER AGENCY INVOLVEMENT:

### FINANCING:

### BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

*One or two sentences explaining how this recommendation supports/advances the Board of Supervisors Strategic Initiatives. Reference to any Key Objectives and/or Milestones that are related.*

Mark a check to the related Board of Supervisors Strategic Initiatives

- ☐ Economic Development
- ☐ Administration
- ☐ Health & Human Services
- ☐ Infrastructure
- ☐ Public Safety

Prepared by: [Insert Name], [Insert Position], [Insert Extension]

Approved by: [Insert Name], [Insert Position], [Insert Extension]

Attachments:

(List any other attachments included with this item)



# Salinas Valley Water Conditions: Third Quarter of Water Year 2025-2026

June 2026

Monterey County Water Resources Agency





# MONTEREY COUNTY WATER RESOURCES AGENCY

## Salinas Valley Water Conditions

Third Quarter of Water Year 2025-2026

July 2026

Prepared by Rocio Bravo, Guillermo Diaz Moreno and Amy Woodrow

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## Overview

This report covers the third quarter of Water Year 2025-2026 (WY26), consisting of April through June 2026. It provides a brief overview and discussion of hydrologic conditions in the Salinas Valley including precipitation, reservoir storage, streamflow, and groundwater level trends (Figure 1).

Data for the third quarter of WY26 indicates above normal rainfall based on the precipitation totals for the quarter. Storage is slightly higher in Nacimiento Reservoir and lower in San Antonio Reservoir Compared to June 2025. Over the third quarter of WY26, groundwater elevations generally decreased across all subareas and aquifers, which aligns with typical seasonal trends.

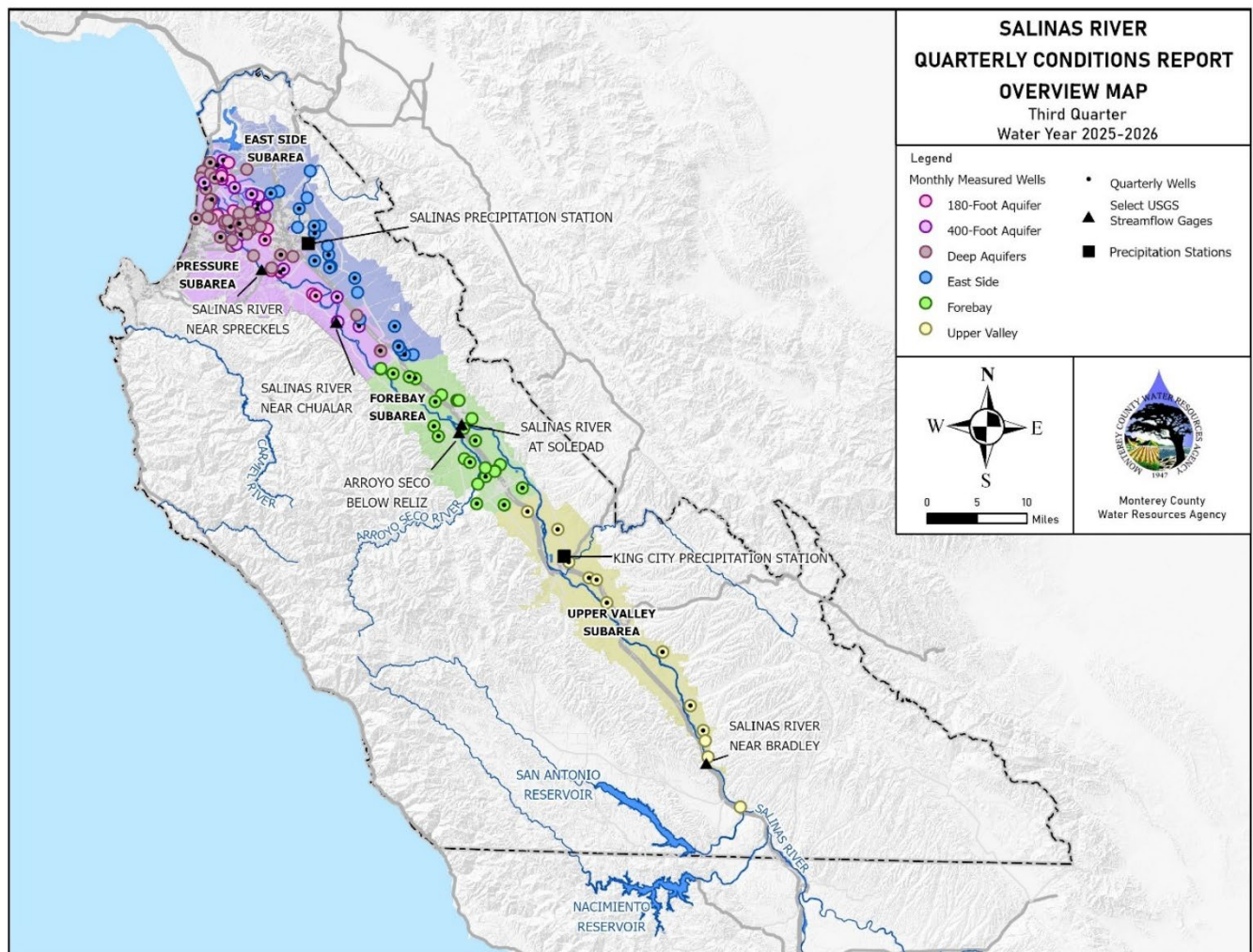


Figure 1 Geographic extent of the area covered by this report and supporting data sources.

## Precipitation

Preliminary National Weather Service rainfall data indicates that the third quarter of WY26 brought above normal rainfall to King City and slightly above normal for Salinas. Totals for the quarter were 1.9 inches at the Salinas Airport (136% of normal rainfall of 1.4 inches for the quarter) and 1.23 inches in King City (101% of normal rainfall of 1.22 inches for the quarter).

Figure 2 and Figure 3 show monthly and cumulative precipitation data for the current water year and for a “normal” water year, based on long-term monthly precipitation averages, for the Salinas Airport and King City sites, respectively. Included below each graph is a table showing the numeric values for precipitation as well as percent of “normal” precipitation. For the purposes of these graphs, a “normal” water year is the average precipitation over the most recent 30-year period ending in a decade. Currently, the period from 1991 to 2020 is used for this calculation.

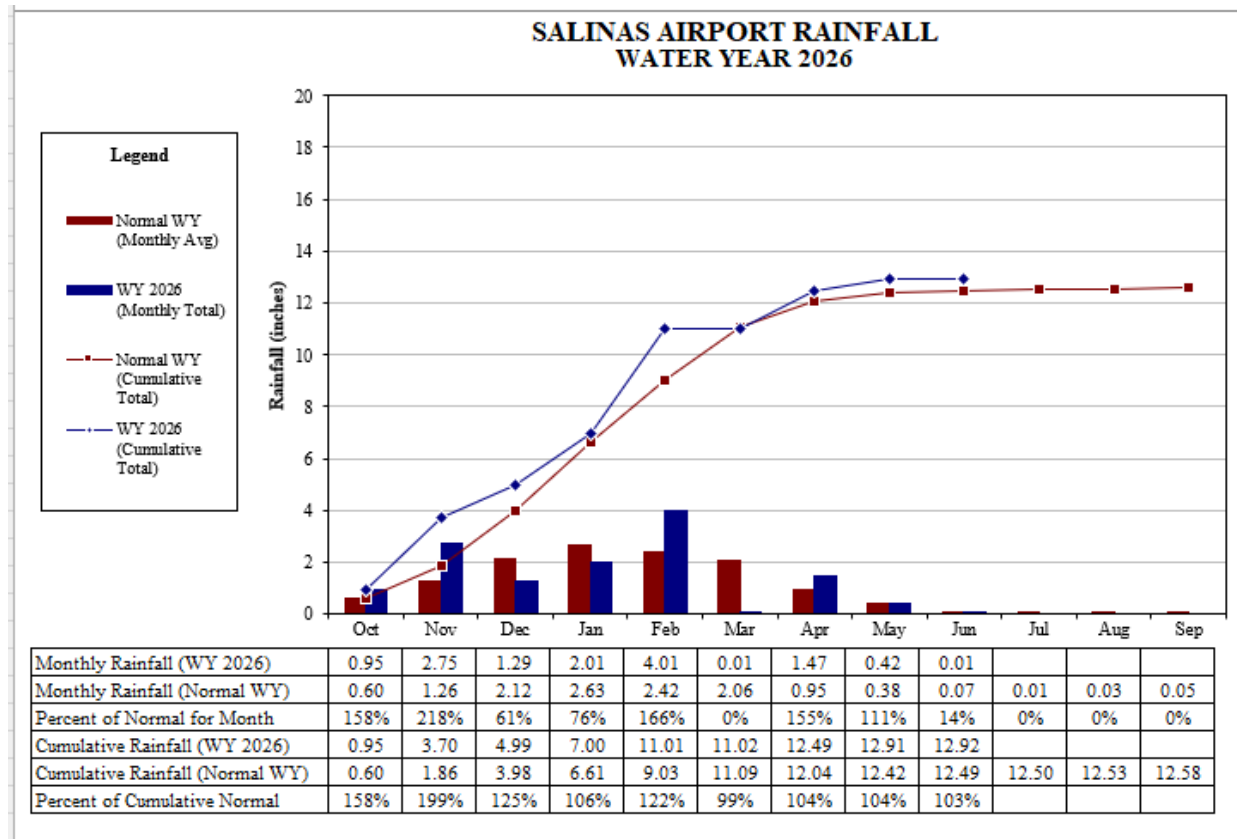


Figure 2 Salinas Airport Rainfall for Water Year 2026

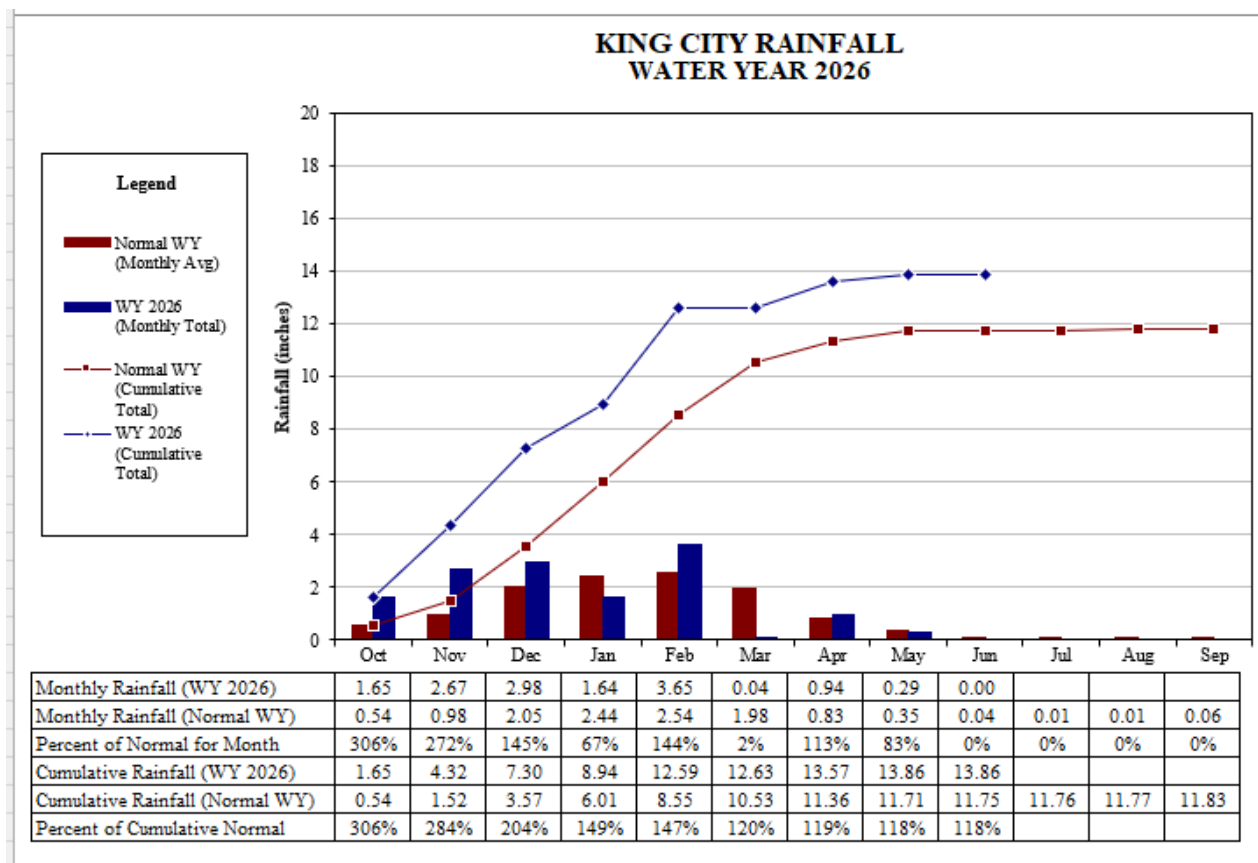


Figure 3 King City Rainfall for Water Year 2026

## Reservoir Storage

At the end of the third quarter of WY26, storage at Nacimiento Reservoir on June 30, 2026, was 201,743 acre-feet, which is 3,980 acre-feet higher than on the same day in June 2025. Storage in San Antonio Reservoir on June 30, 2026, was 192,650 acre-feet, which is 32,230 acre-feet lower than on the same day in June 2025.

| Reservoir   | June 30, 2026<br>(WY26) Storage in<br>acre-feet | June 30, 2025<br>(WY25) Storage in<br>acre-feet | Difference in<br>acre-feet |
|-------------|-------------------------------------------------|-------------------------------------------------|----------------------------|
| Nacimiento  | 201,743                                         | 197,763                                         | 3,980                      |
| San Antonio | 192,650                                         | 224,880                                         | -32,230                    |

Graphs showing daily reservoir storage for the last five water years, along with 30-year average daily storage for comparison, are included as Figure 4 and Figure 5.

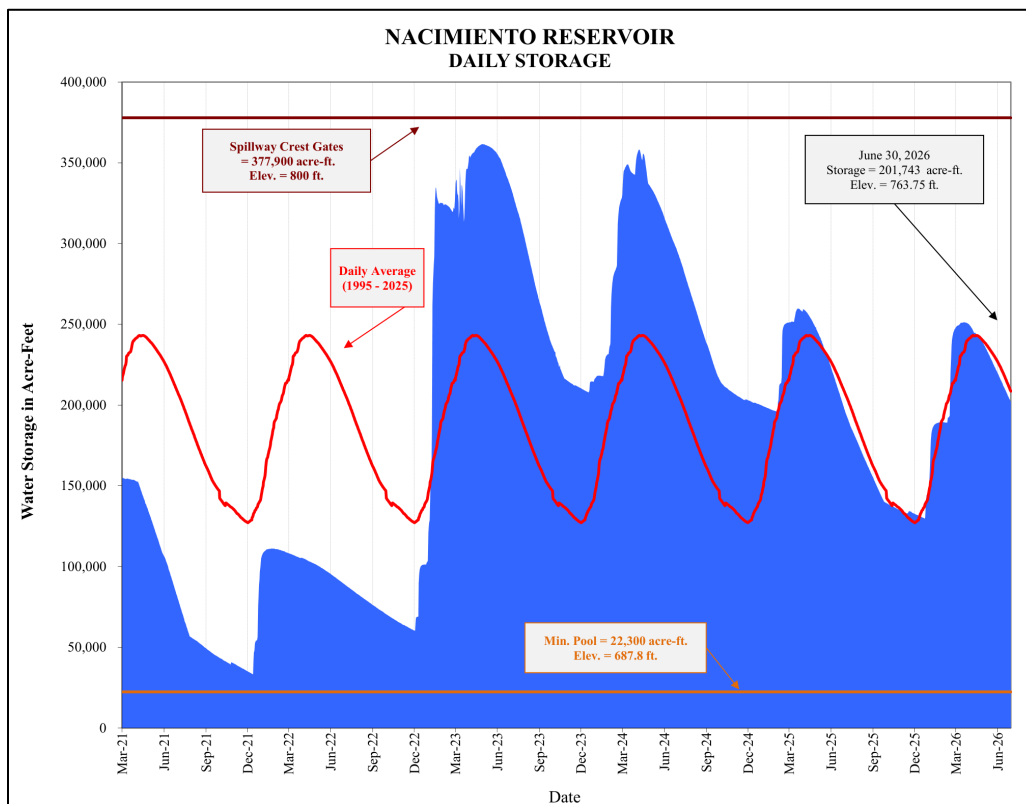


Figure 4 Nacimiento Reservoir Storage for Last Five Years

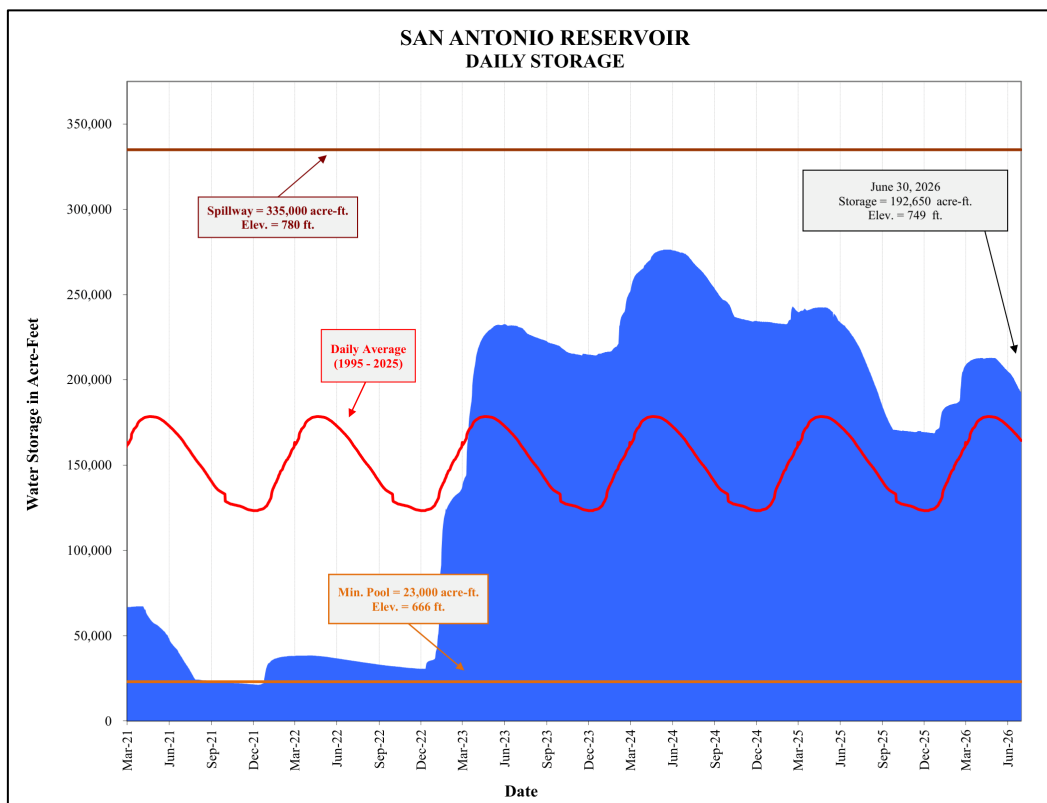


Figure 5 San Antonio Reservoir Storage for Last Five Years

## Streamflow

The Salinas River is predominately a losing stream, meaning streamflow moves from the streambed into the underlying aquifers. The U.S. Geological Survey maintains several streamflow gages throughout the Salinas River watershed that continuously measure discharge or flow in the river (Figure 1). Figure 6 shows daily flow, in cubic feet per second, from select gages on the Salinas River and Arroyo Seco for the last five years (WY 2021-2026) and the current water year (WY26).

Streamflow recorded during the third quarter of WY26 can be attributed to managed reservoir releases from the Nacimiento and San Antonio Reservoirs, as evidenced by the consistent streamflow measurements in the Salinas River and the lack of streamflow in the Arroyo Seco River. Reservoir releases are made for beneficial uses including groundwater recharge, Salinas River Diversion Facility operations, and fish and wildlife passage or habitat.

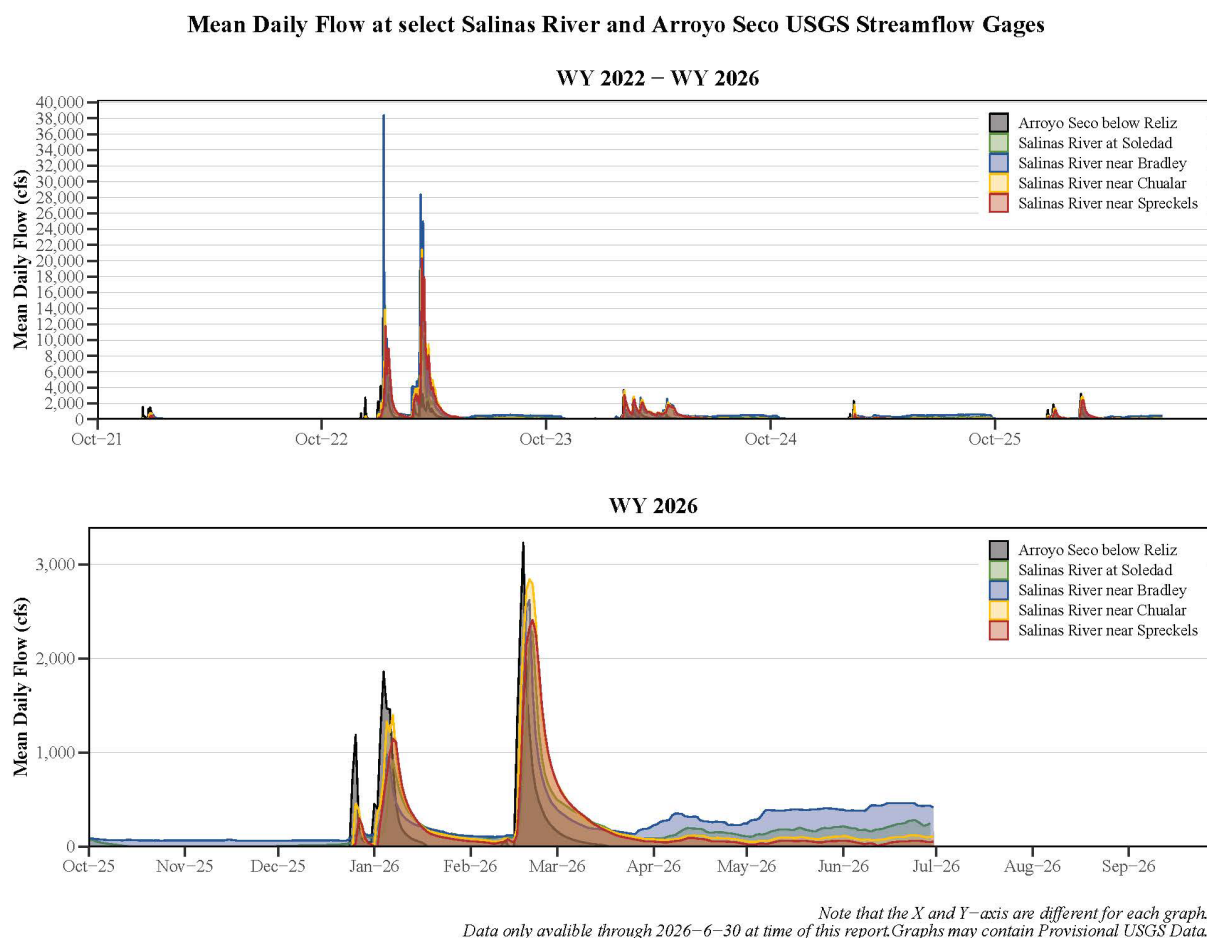


Figure 6 Mean Daily Flow at Selected Stream Gages

## Groundwater Elevations

Groundwater elevation data provides insight into how an aquifer or subarea responds to hydrologic conditions over time, such as changes in precipitation and reservoir releases. A one-year comparison can show the short-term effects of a single wet or dry year while a long-term comparison will help provide information on general trends in groundwater storage and demonstrate effects that occur on a longer time scale as surface hydrology interacts with the underlying geology. Subareas or aquifers will respond differently to these hydrologic conditions. For example, groundwater elevations in shallower aquifers may respond more quickly to a wet season while aquifers that are confined, deeper, or more depleted may take longer to show a response to hydrologic conditions. Changes in groundwater elevations within a confined aquifer will also occur in response to groundwater pumping demands.

More than 130 wells are measured monthly by hand throughout the Salinas Valley to monitor seasonal groundwater elevation fluctuations. Additionally, continuous groundwater data are collected from pressure transducers installed in approximately 50 monitoring wells on a quarterly basis. Data from 65 of these wells are used in the preparation of this report (Figure 1). The measurements are grouped by hydrologic subarea, averaged, and a single groundwater elevation value for the wells within each subarea is graphed to compare current groundwater elevations (WY26) with past conditions. Graphs for individual subareas, showing the current year's groundwater elevation conditions, last year's conditions (WY25), and the range between wet conditions (WY99) and dry conditions (WY15) are found in the following sections. No groundwater elevation data are available for July 2025 due to funding constraints during that period that precluded data collection from occurring.

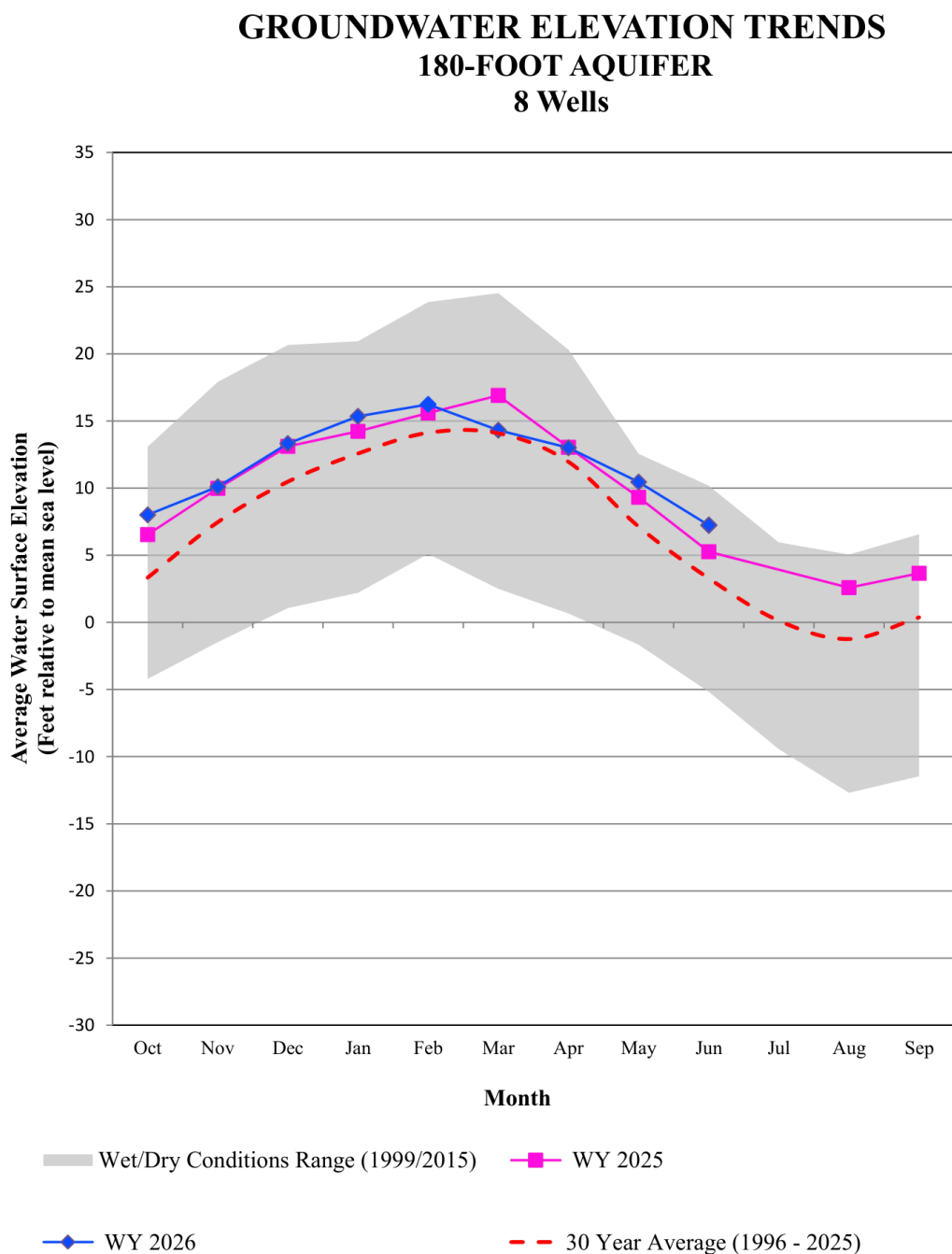
For comparison to long term conditions, a curve showing monthly groundwater elevations averaged over the most recent 30 years (WY95-WY25) is included on each graph. The Deep Aquifers graph (Figure 9) does not include a 30-year average because there is not yet a 30-year period of record to make that comparison. Table 1 provides a summary of the groundwater elevation trends for June 2026 in units of feet relative to mean sea level (ft-msl), with additional detail provided on Figures 7-12.

**Table 1: Groundwater Elevation Trends Summary for June 2026**

| Subarea/Aquifer         | June 2026<br>Groundwater<br>Elevation (ft-msl) | Change over<br>Third Quarter | One Year<br>Change | Difference from<br>30-Year<br>Average<br>Elevation |
|-------------------------|------------------------------------------------|------------------------------|--------------------|----------------------------------------------------|
| 180-Foot Aquifer        | 7 ft-msl                                       | Down 6 feet                  | Up 2 feet          | Up 4 feet                                          |
| 400-Foot Aquifer        | -5 ft-msl                                      | Down 11 feet                 | Up <1 foot         | Up 7 feet                                          |
| Deep Aquifers           | -29 ft-msl                                     | Down 9 feet                  | Up 3 feet          | Not applicable                                     |
| East Side Subarea       | -18 ft-msl                                     | Down 19 feet                 | Up 5 feet          | Up 3 feet                                          |
| Forebay Subarea         | 164 ft-msl                                     | Down 3 feet                  | Up <1 foot         | Up 4 feet                                          |
| Upper Valley<br>Subarea | 316 ft-msl                                     | Down 3 feet                  | Up <1 foot         | Up 3 feet                                          |

## 180-Foot Aquifer

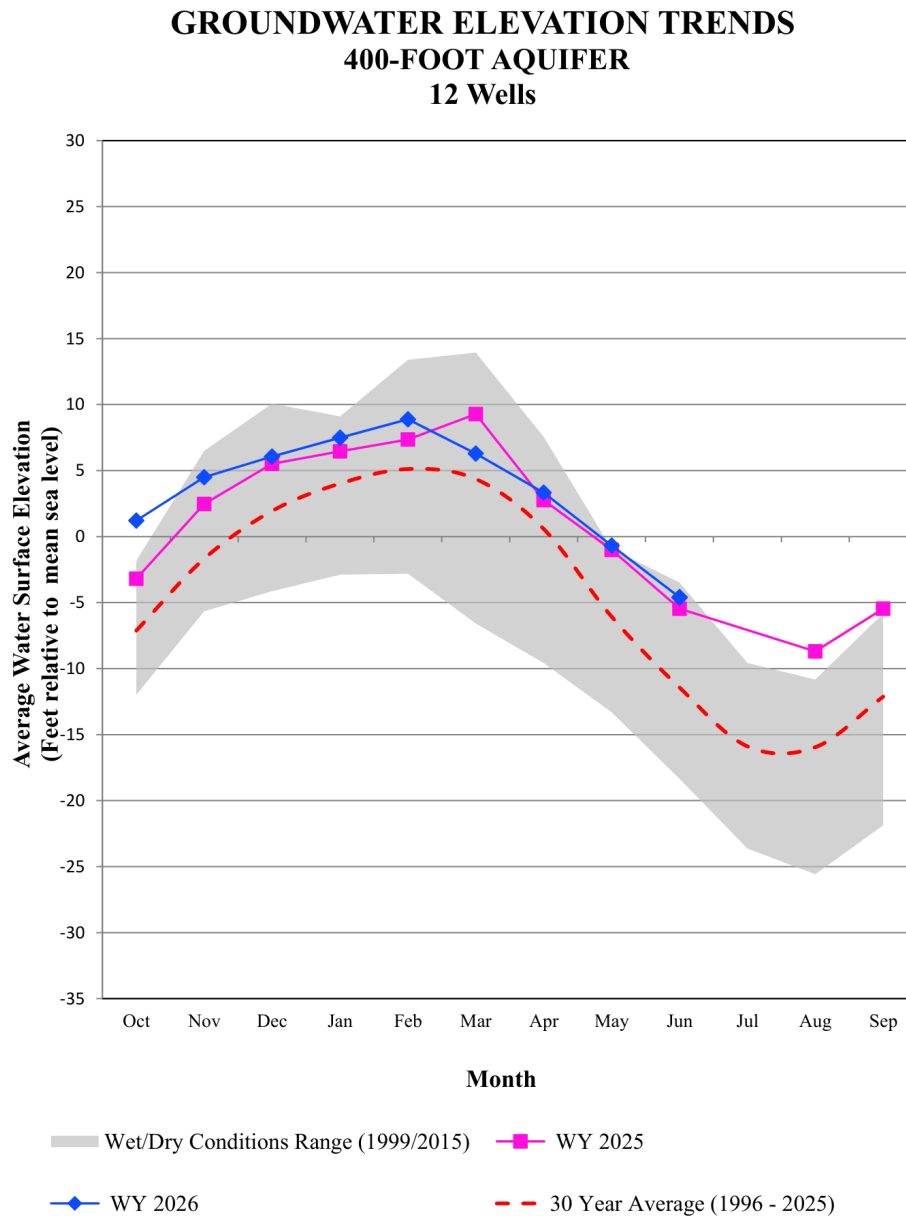
Over the last quarter, groundwater elevations have decreased by six feet in the 180-Foot Aquifer (Figure 7). Groundwater elevations for June 2026 are down two feet compared to June 2025 and are up four feet from the 30-year average.



*Figure 7 Groundwater Elevation Trends for the 180-Foot Aquifer*

## 400-Foot Aquifer

Groundwater elevations in the 400-Foot Aquifer decreased eleven feet over the past quarter (Figure 8). Groundwater elevations for June 2026 are up less than one foot compared to June 2025 and up seven feet from the 30-year average.



*Figure 8 Groundwater Elevation Trends in the 400-Foot Aquifer*

## Deep Aquifers

Over the last quarter, groundwater elevations decreased by nine feet in the Deep Aquifers. Groundwater elevations for June 2026 are up three feet compared to June 2025. Given the shorter period of record available for some of the wells monitored in the Deep Aquifers, a 30-year average cannot yet be calculated. Instead, the 20-year and 10-year averages are presented. The 10-year average, which uses data from 2016 to 2025, best captures groundwater level conditions with the current number of wells and volume of annual groundwater extractions. The 20-year average, which uses data from 2006 to 2025, covers a period during which there were significant increases in the number of wells and volume of annual groundwater extraction from the Deep Aquifers, with the first ten years (2006-2015) differing from the latter ten years (2016-2025).

Figure 9 also includes a 30-year time series graph with groundwater elevation data from the eleven Deep Aquifers wells that are utilized for this report to show the seasonal and long-term trends in these wells.

# GROUNDWATER ELEVATION TRENDS DEEP AQUIFERS 11 Wells

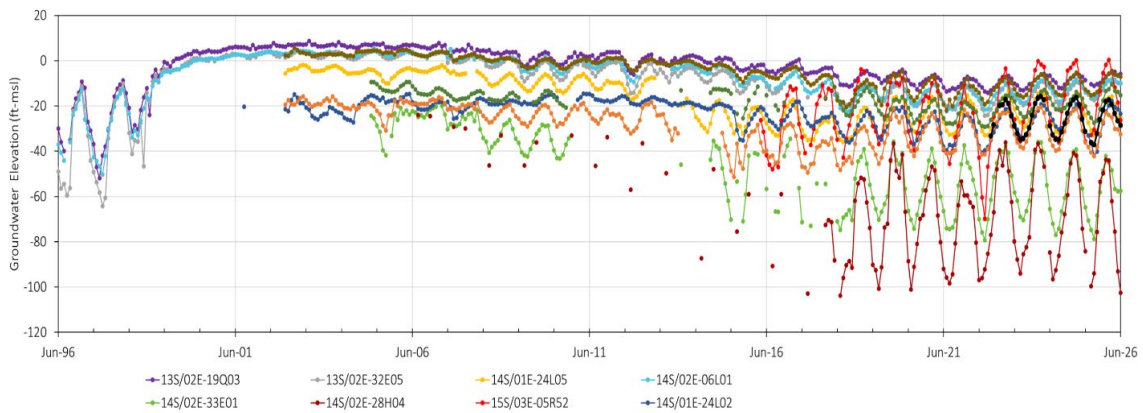
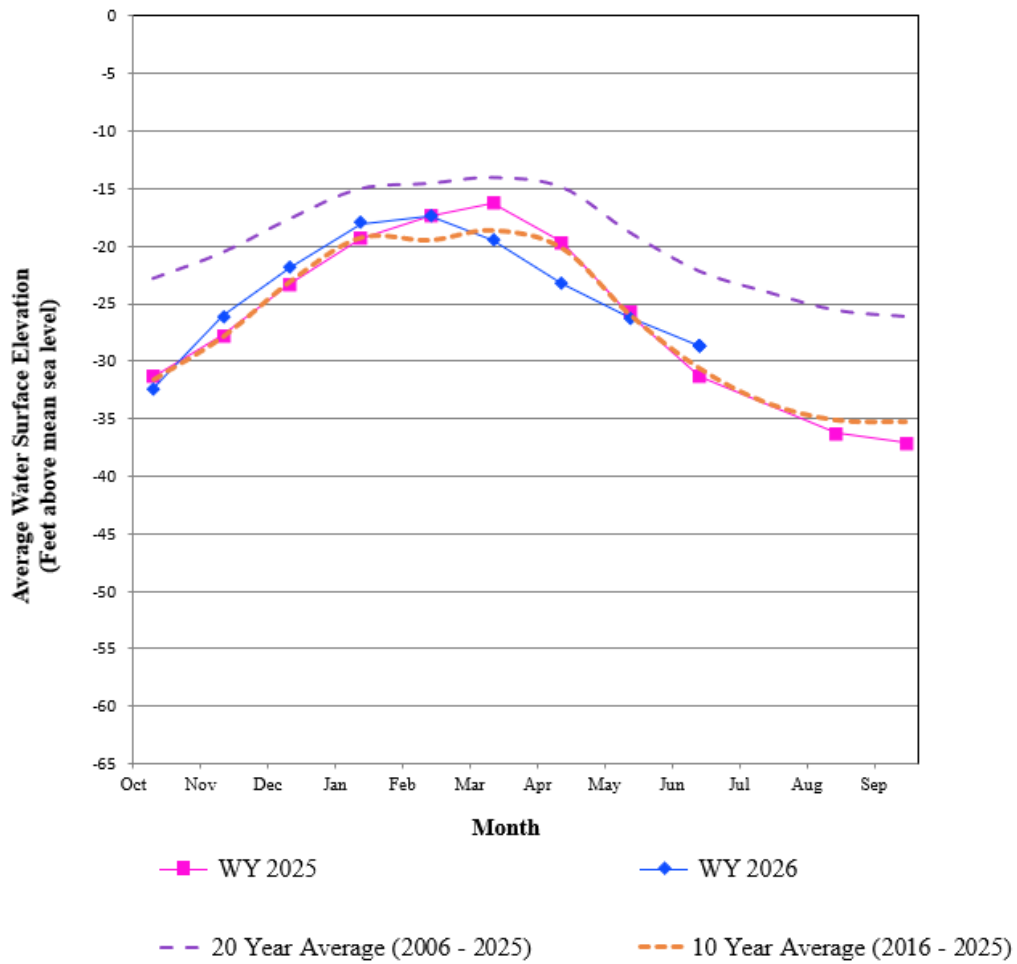


Figure 9 Groundwater Elevation Data from the Deep Aquifers Quarterly Report Wells

## East Side Subarea

East Side groundwater elevations decreased by nineteen feet over the last quarter (Figure 10). Groundwater elevations for June 2026 are up by five feet from June 2025 and up by three feet from the 30-year average.

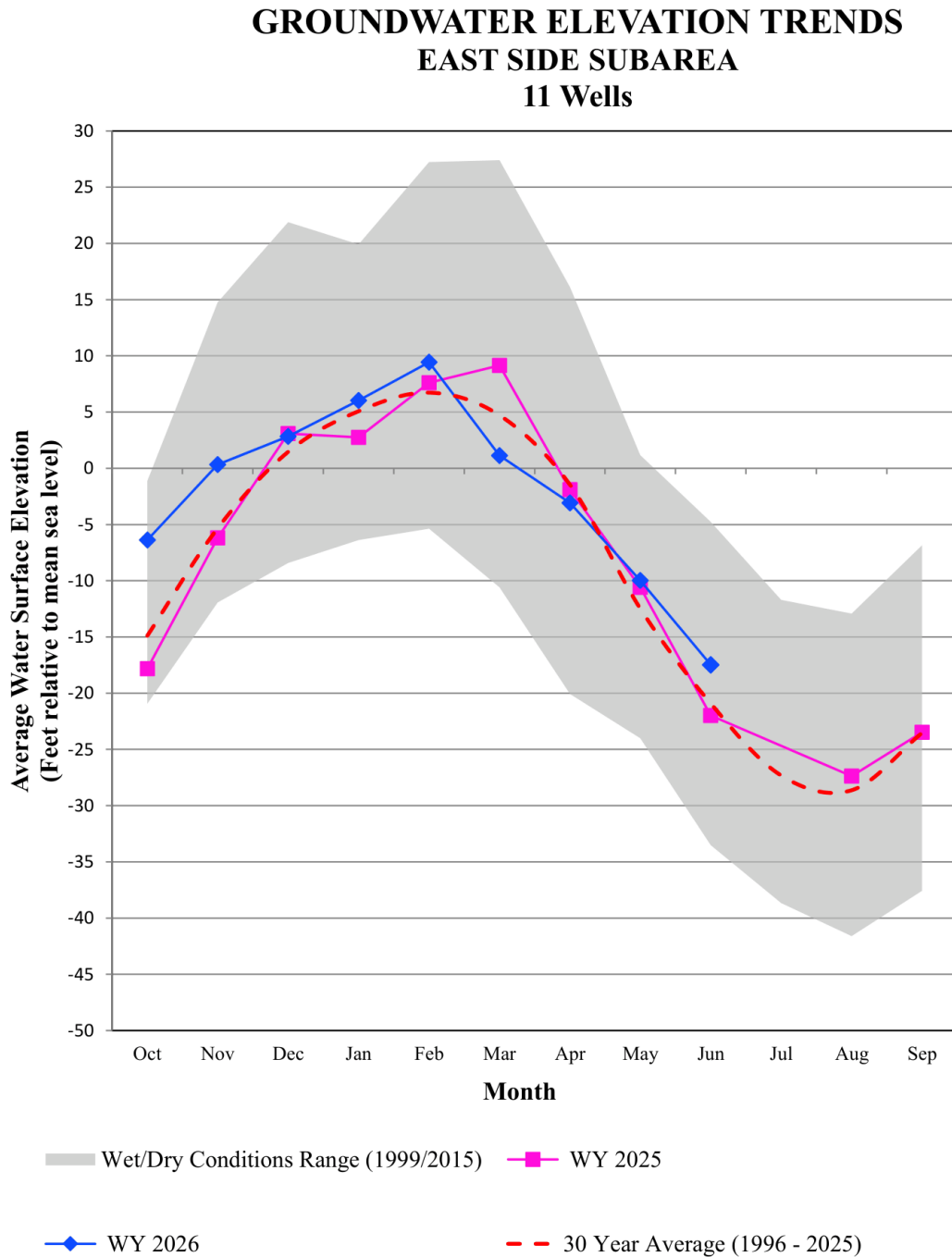


Figure 10 Groundwater Elevation Trends in the East Side Subarea

## Forebay Subarea

Over the last quarter, groundwater elevations have decreased by three feet in the Forebay (Figure 11). Groundwater elevations for June 2026 are down less than one foot from June 2025 elevations and are up four feet from the 30-year average.

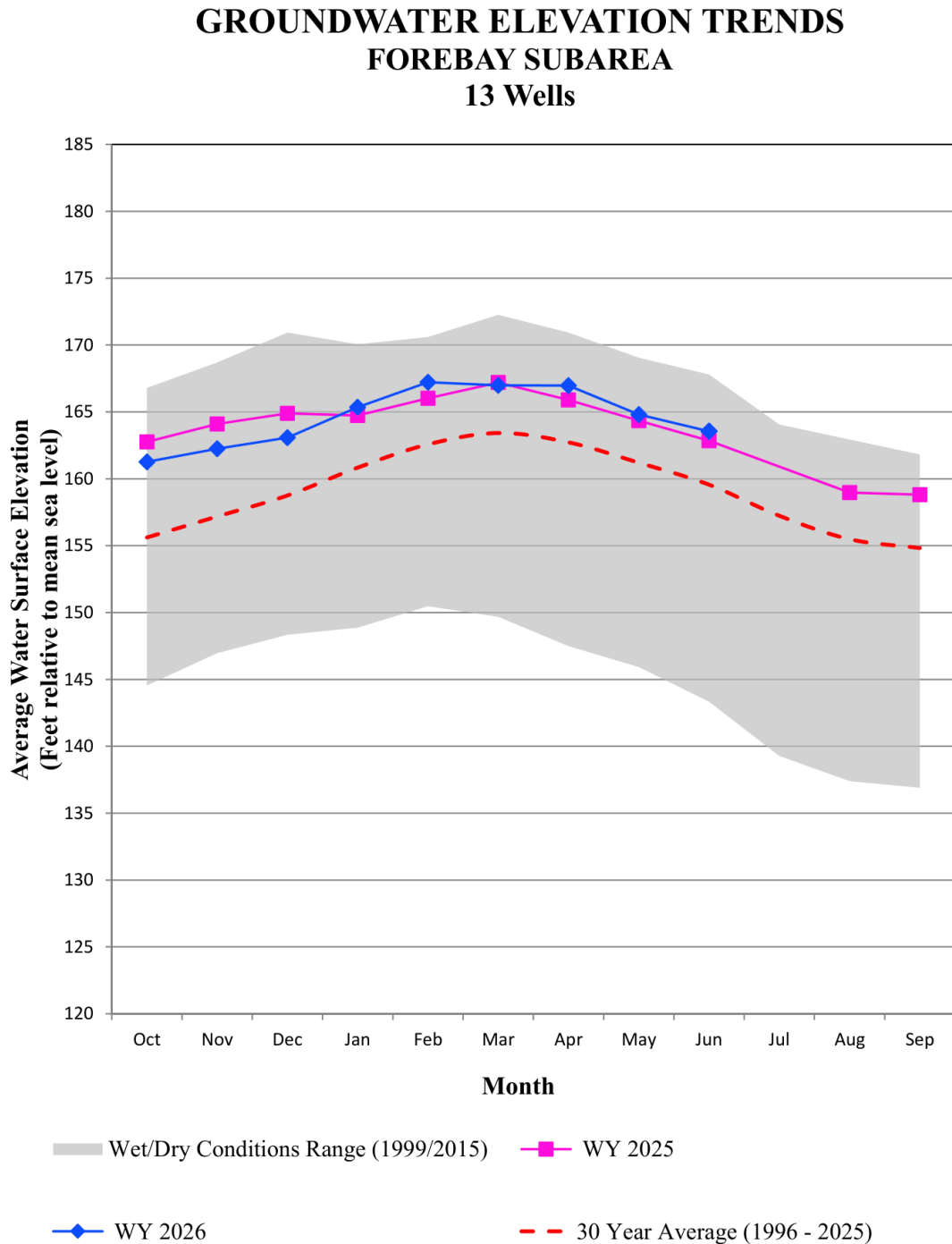


Figure 11 Groundwater Elevation Trends in the Forebay Subarea

## Upper Valley Subarea

Upper Valley groundwater elevations have decreased by three feet over the last quarter (Figure 12). Groundwater elevations for June 2026 are up less than one foot from June 2025 elevations and up three feet from the 30-year average.

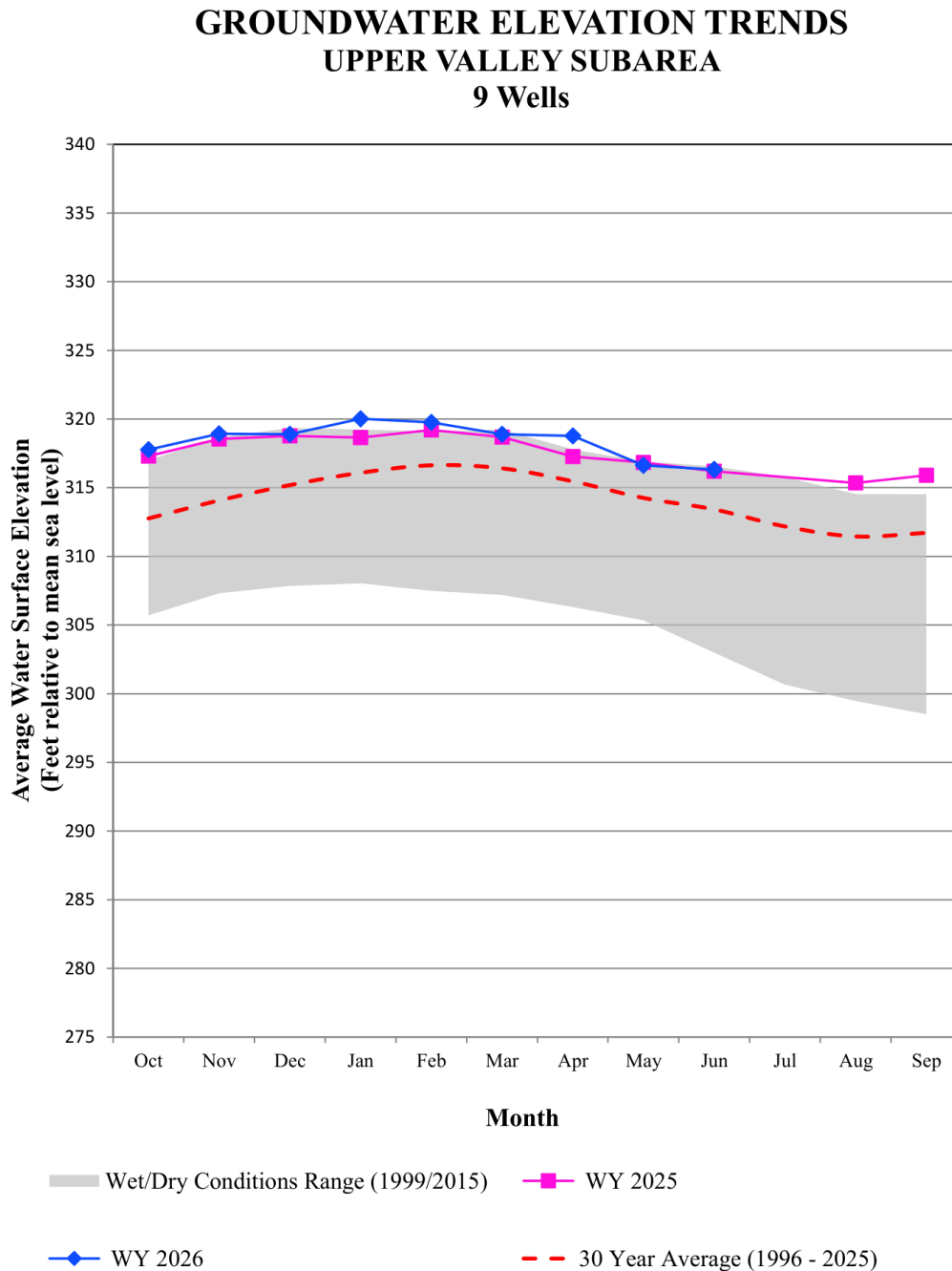


Figure 12 Groundwater Elevation Trends in the Upper Valley Subarea

Figure 13 shows the spatial distribution of changes in groundwater elevations from June 2025 to June 2026. Over the last water year, most of the monitored wells in all hydrologic subareas experienced no significant change in groundwater elevation, meaning that fluctuations were within five feet of the prior year's value. However, some variation in groundwater elevation trends was observed, with two wells in the East Side subarea experiencing an increase in elevation between 5 and 15 feet, and one well experiencing a decrease between 5 and 15 feet. The Deep Aquifers had three wells increase between 5 and 15 feet in elevation, and one well decrease more than 15 feet.

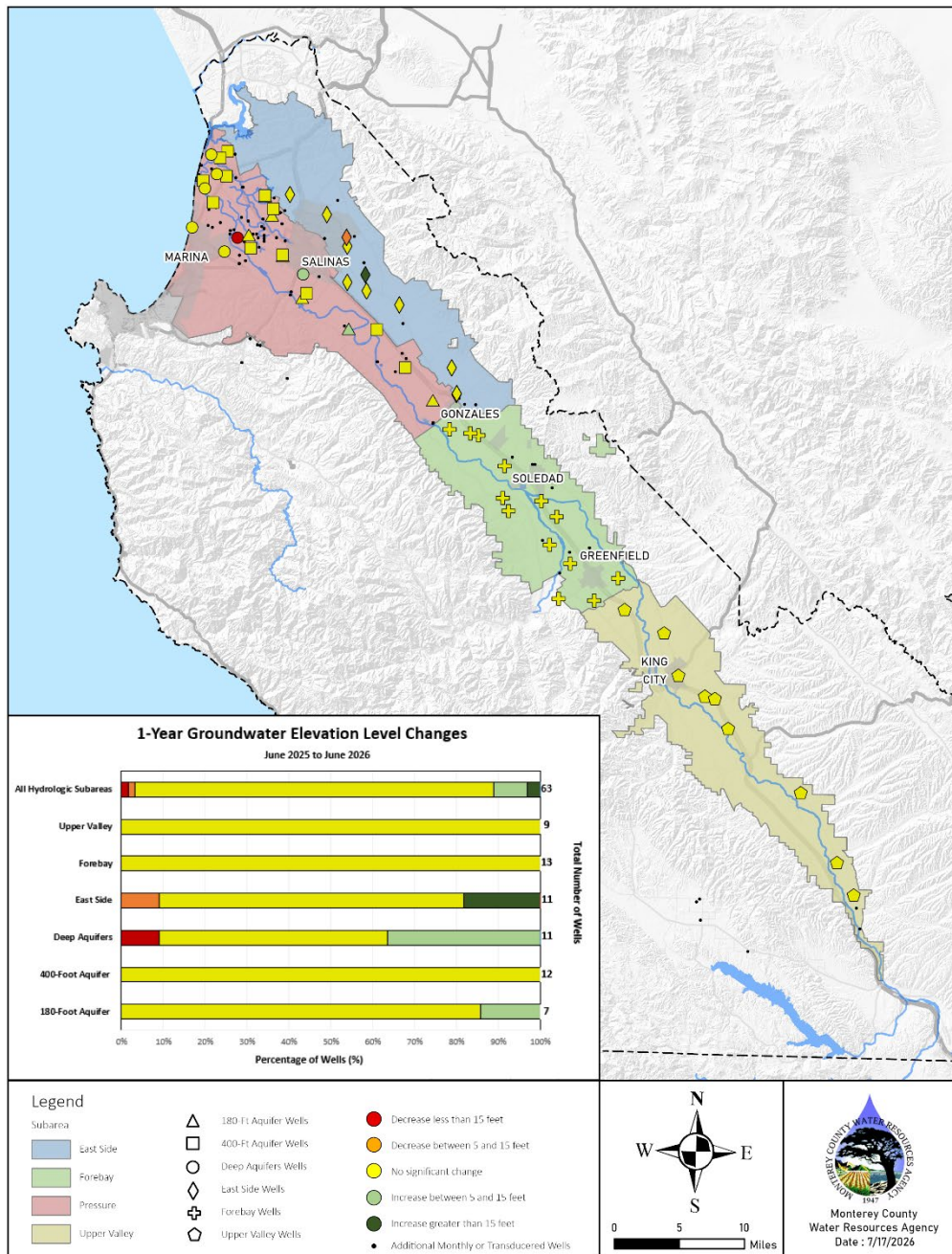


Figure 13 One-Year Groundwater Elevation Changes

## Depth to Groundwater vs Groundwater Elevation

Most of the figures in this report use groundwater elevation as a means of describing where groundwater was observed in a well. Using groundwater elevation to describe and analyze the regional groundwater surface allows for comparison of data to determine things such as direction of groundwater flow and groundwater gradient while removing well-to-well variability introduced by topography and well construction design. By measuring the depth to groundwater from a known and consistently used elevation at each well, often referred to as a reference point, it is possible to compare data between wells or to other relevant metrics, such as sea level. Groundwater elevation is calculated from the measured depth to groundwater using the reference point elevation and ground surface elevation. Figure 14 shows the relationship between the reference point and measured depth to water, along with how groundwater elevation is calculated.

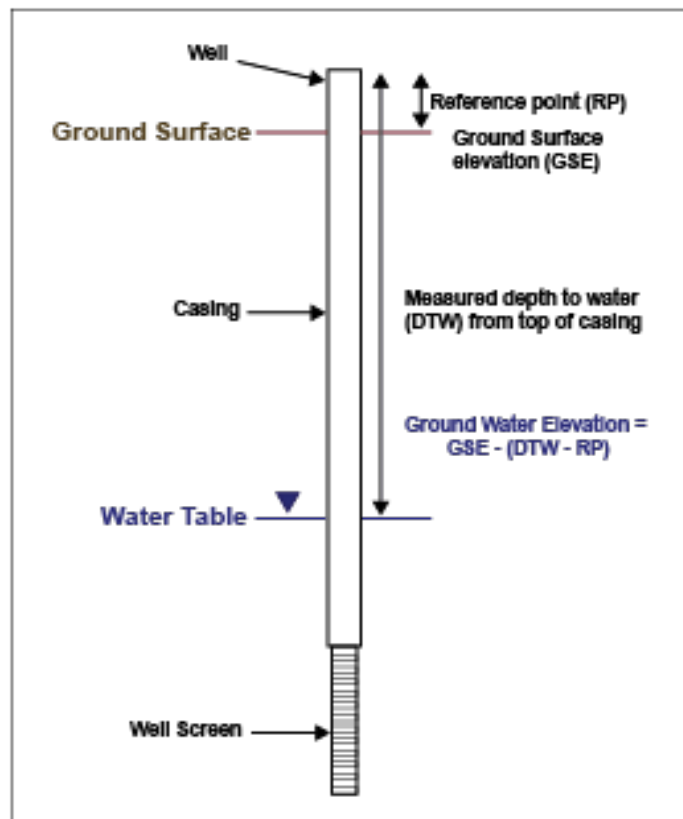
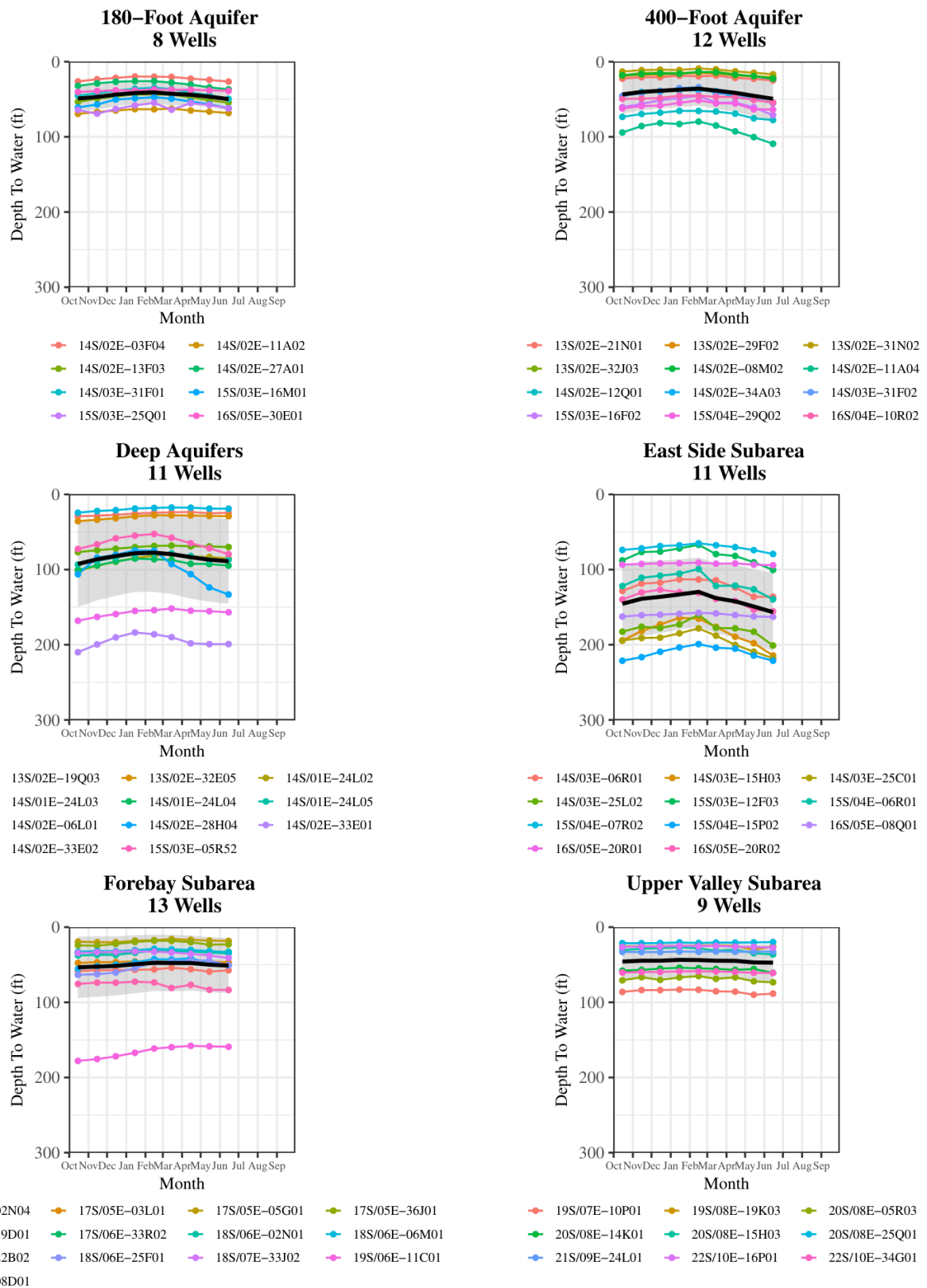


Figure 14 Relationship between Depth to Groundwater and Groundwater Elevation

Figure 15 shows the depth to groundwater that was measured in each of the wells, within a given subarea, that is used for developing this quarterly water conditions report. As shown on Figure 15, there is a range of depth to water values within each subarea with some, like the East Side Subarea, having a wider range of measured values than others, like the 180-Foot Aquifer. The black line on each of the subarea graphs in Figure 15 is the average depth to groundwater for each set of wells. This value is converted from “depth to groundwater” to “groundwater elevation” by accounting for the reference point and elevation of the ground surface and graphed as the blue “WY 2026” line on each of the preceding subarea-specific graphs (Figures 7-12). The range in depth to water values is the result of many factors (e.g., variations in topography, thickness of the

aquifer, and the length of screen in the well) and illustrates the reason why groundwater elevation is the standard method for evaluating the groundwater system on a regional scale. However, the depth-to-water data have been included with this report as a means of demonstrating the methodology behind the groundwater elevation data that are used throughout the rest of the document.

## Depth to Groundwater in Quarterly Conditions Report Wells, WY 2026



Depth to Water is measured in feet below a standard reference point at each well. This may be close to, but not always equal to, the ground surface. The black line on each graph shows the average depth to water for each set of wells. The grey shaded area shows the standard deviation.

Figure 15 Depth to Groundwater in Wells Used for Quarterly Conditions Report, WY 2026



# County of Monterey

**Item No.13**

## Board Report

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

**Legistar File Number: WRAG 26-247**

**August 17, 2026**

**Introduced:** 8/6/2026

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Email Correspondence dated July 8, 2026, to Ara Azhderian, General Manager, Monterey County Water Resources Agency.

From Bill Lipe, Public Member

Re: General Public Comment Submission for MCWRA Board of Directors Strategic Plan Workshop

Email Correspondence dated July 8, 2026, to Ara Azhderian, General Manager, Shaunna Murray Deputy General Manager, Monterey County Water Resources Agency.

From Bill Lipe, Public Member

Re: Vision Statement Brainstorming- Public Comment

Email Correspondence dated August 5, 2026 to Ara Azhderian, General Manager, Shaunna Murray, Deputy General Manager, Board of Directors Monterey County Water Resources Agency

From Bill Lipe, Public Member

RE: Public Comment Submission- MCWRA 2026 Strategic Plan Update

**From:** [Bill Lipe](#)  
**To:** [MC Water](#)  
**Cc:** [Azhderian, Ara](#); [Murray, Shaunna L.](#); [Donlon, Kelly L.](#); [Laura NOMURA Water](#); [100-District 4 \(831\) 883-7570](#); [100-District 5 \(831\) 647-7755](#)  
**Subject:** General Public Comment Submission for MCWRA Board of Directors re Strategic Plan  
**Date:** Wednesday, July 8, 2026 3:14:53 PM  
**Attachments:** [20260708\\_mcwra\\_strategy\\_cover\\_letter\\_Bill\\_Lipe.pdf](#)  
[20260708\\_mcwra\\_vision\\_mission\\_values\\_consolidated\\_strategy\\_Bill\\_Lipe.pdf](#)

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**This Message Is From an External Sender**

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

Dear Clerk of the Board,

Please distribute the attached strategy document and cover letter to the Monterey County Water Resources Agency Board of Directors and enter both items into the public record for the relevant strategic planning workshop materials.

I respectfully request that these materials be included for Board consideration as part of the ongoing review of MCWRA's vision, mission, values, and strategic direction.

Thank you for your assistance.

Respectfully,

Bill Lipe  
Salinas, 93908  
Resident of the 180/400 subbasin

# MCWRA Vision, Mission & Values Cover Letter

|                                                              |                                                 |
|--------------------------------------------------------------|-------------------------------------------------|
| <b>ARTIFACT TYPE</b><br>Cover Letter                         | <b>PREPARED FOR</b><br>MCWRA Board of Directors |
| <b>SUBJECT</b><br>Vision, Mission & Values Strategy Document | <b>DATE</b><br>July 8, 2026                     |

## Cover Letter

### MCWRA Vision, Mission & Values Consolidated Strategy Protocol

**To:** MCWRA Board of Directors **From:** Bill Lipe **Date:** July 8, 2026 **Subject:** Cover Note for Vision, Mission, and Values Strategy Document

This strategy document is offered as a disciplined refinement of MCWRA’s Vision, Mission, and Values—not as a cosmetic rewrite, but as a stronger operating frame for the Agency’s next chapter.

The current language has real strengths: it recognizes sustainable water management, flood-risk reduction, public service, integrity, transparency, stewardship, leadership, and collaboration. But Monterey County’s water future now requires language with more force. The Agency’s strategic identity should not merely describe competence or seek recognition. It should make clear what MCWRA is here to secure, whom it serves, and how it will behave when decisions are technical, contested, expensive, or urgent.

The consolidated recommendations move the framework in that direction:

- **Vision** names the future MCWRA helps secure.
- **Mission** states the work MCWRA performs for Monterey County.
- **Values** define the conduct required to earn public trust.

The purpose is simple: give the Board, staff, partners, and public a shared language strong enough to guide priorities, performance measures, communications, and hard decisions. A strategic plan should not sound good only in a workshop. It should survive contact with drought, flood risk, groundwater decline, infrastructure needs, public scrutiny, and competing demands.

This document is therefore designed to help MCWRA move from agreeable language to usable doctrine: clear enough to remember, specific enough to govern behavior, and honest enough to support trust.

Kindest regards,

Bill Lipe  
Salinas 93908  
Resident of the 180/400 subbasin

# MCWRA Vision, Mission & Values Consolidated Strategy Protocol

An executive-grade strategic identity brief for Vision, Mission, Values, operating standards, and adoption discipline.

|                                                             |                                                 |
|-------------------------------------------------------------|-------------------------------------------------|
| <b>ARTIFACT TYPE</b><br>Strategic Identity Brief            | <b>PREPARED FOR</b><br>MCWRA Board of Directors |
| <b>SUBJECT</b><br>Vision, Mission, and Values Modernization | <b>DATE</b><br>July 8, 2026                     |

## MCWRA Vision, Mission & Values Consolidated Strategy Protocol

**Artifact Type:** LipeProtocol strategic identity brief **Subject:** Monterey County Water Resources Agency — Vision, Mission, and Values modernization **Prepared For:** MCWRA strategic planning workflow **Date:** July 2026 **Source Basis:** User-provided Vision, Mission, and Values strategy files; three transcribed workshop images from today’s MCWRA strategic planning workshop; official public references for MCWRA, PUB Singapore, and Metropolitan Water District used as benchmark context.

### Protocol Thesis

MCWRA should stop treating Vision, Mission, and Values as separate slide exercises. They should operate as one strategic identity system: the Vision names the future to secure, the Mission defines the work to perform, and the Values govern behavior when the work becomes contested, technical, expensive, or politically difficult.

# 1. Executive Frame

## Bottom Line

MCWRA's current strategic identity is directionally sound but underpowered.

The existing 2020 language correctly identifies the Agency's core responsibilities: sustainable water resource management, flood-impact reduction, technical credibility, integrity, and public service. The weakness is not that the language is wrong. The weakness is that it is too generic, too reputation-centered, and not sharp enough for the operating reality MCWRA faces now.

The Agency's next strategic plan should make one disciplined shift:

**From being recognized as a competent water agency to proving, through decisions and delivery, that MCWRA is securing Monterey County's water future.**

## Recommended Integrated Strategic Identity

| Element | Recommended Language                                                                                                                                                                | Function                                  |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| Vision  | <b>A sustainable and resilient water future where Monterey County's communities, agriculture, and natural environment thrive for generations.</b>                                   | Names the future MCWRA helps secure.      |
| Mission | <b>To manage Monterey County's water resources sustainably and reduce flood risks so our communities, agriculture, and environment can thrive today and for future generations.</b> | Names the Agency's work and public value. |
| Values  | <b>Stewardship. Integrity. Public Service. Collaboration. Excellence. Innovation.</b>                                                                                               | Defines the behavioral standard.          |

## Sharp Strategic Diagnosis

The current Vision says MCWRA wants to be recognized as a leader. That is too small.

A public water agency should not make recognition the destination. Recognition is a byproduct. The destination is water security, flood resilience, public trust, and a county that can keep communities, farms, and natural systems viable under pressure.

## 2. Source Record and Workshop Inputs

### Current 2020 Mission, Vision, and Values

The workshop materials transcribed from the 2020 brochure show the following current structure:

| Element | Current Language / Content                                                                                                                               |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Mission | “Manage water resources sustainably while minimizing impacts from flooding for present and future generations.”                                          |
| Vision  | “Be recognized throughout the region as a leader in water resource management through demonstrated knowledge, integrity and the quality of our actions.” |
| Values  | Leadership, Stewardship, Transparency, Integrity, Public Service, Collaboration.                                                                         |

### Current 2020 Values With Descriptions

| Current Value  | 2020 Description                                                                                                                                                    |
|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Leadership     | Set a positive example for others in water resources management and flood control through knowledge, integrity, and actions.                                        |
| Stewardship    | Operate with financial and environmental responsibility so the Agency continuously succeeds.                                                                        |
| Transparency   | Work in ways that are easily understood by stakeholders and the public, communicating effectively about Agency decisions, actions, resources, and progress.         |
| Integrity      | Act with openness, honesty, and consistency, showing no favoritism and utilizing professional standards for decision making.                                        |
| Public Service | Work in a way that brings pride upon the Agency, showing care about quality and safety, accountability, long-term thinking, and excellent service to the community. |
| Collaboration  | Work with stakeholders and related organizations to advance the mission and vision.                                                                                 |

### Benchmark Context

Official public benchmarks reinforce several patterns:

- MCWRA’s current public page uses the same core Mission and Vision language as the 2020 workshop material.
- PUB Singapore uses unusually concise, action-driven language: “Supply Good Water. Reclaim Used Water. Tame Storm Water. Resist Rising Seas.” Its vision, “Water for Every One. Everyone for Water,” is memorable because it combines public benefit with shared responsibility.
- Metropolitan Water District’s mission emphasizes adequate and reliable high-quality water for present and future needs, delivered in an environmentally and economically responsible way. That model is more conventional than PUB’s but strong because it ties reliability to responsibility.

**Use of benchmarks:** These examples are not templates to copy. They are pattern evidence. The lesson is that strong public water-agency language should be active, benefit-centered, operationally honest, and rooted in public trust.

### 3. Strategic Identity Architecture

#### The Required Distinction

| Layer                       | Question It Answers                                 | MCWRA Application                                                                                             |
|-----------------------------|-----------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| <b>Vision</b>               | What future are we trying to help secure?           | A resilient Monterey County water future where communities, agriculture, and environment can thrive.          |
| <b>Mission</b>              | What do we do every day to move toward that future? | Manage water resources sustainably and reduce flood risks.                                                    |
| <b>Values</b>               | How do we behave while doing the work?              | Stewardship, integrity, public service, collaboration, excellence, and innovation.                            |
| <b>Strategic Goals</b>      | What priorities turn words into work?               | Water stewardship, flood resilience, infrastructure reliability, trust, partnerships, and execution.          |
| <b>Performance Measures</b> | How do we know the words are real?                  | Metrics tied to delivery, transparency, financial responsibility, risk reduction, and stakeholder confidence. |

#### Why This Matters

When Vision, Mission, and Values blur together, strategic planning becomes decorative. The Agency gets good words but weak operating discipline.

A strong identity system should force decisions:

- Does this goal actually support the Vision?
- Does this project advance the Mission?
- Does this action violate or honor the Values?
- Can the public see the basis for the decision?
- Can staff translate the language into behavior?

## 4. Diagnostic Dashboard

| Metric            | Status                            | Meaning                                                                                             |
|-------------------|-----------------------------------|-----------------------------------------------------------------------------------------------------|
| Strategic Signal  | Improving but not yet disciplined | The current identity has the right themes but needs sharper hierarchy and clearer public value.     |
| Vision Force      | Weak in current version           | “Be recognized” is reputation-centered instead of outcome-centered.                                 |
| Mission Stability | Strong                            | Sustainable water management and flood-impact reduction are durable Agency functions.               |
| Values Usability  | Moderate                          | The current values are credible but need sharper behavioral definitions and possible modernization. |
| Public Legibility | Elevated need                     | The public should be able to understand who benefits and why decisions matter.                      |
| Decision Friction | Medium                            | The Board may prefer safe continuity; staff may need language that is more usable in daily work.    |
| Adoption Risk     | Controlled                        | The recommended revisions preserve the current logic while making it stronger.                      |

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## 5. Structural Honesty

**What is known:** MCWRA’s existing mission and values are substantively appropriate. They cover water resources, flooding, sustainability, future generations, leadership, stewardship, transparency, integrity, public service, and collaboration.

**What is inferred:** The Agency would benefit from more active, public-facing, locally grounded language that clearly names communities, agriculture, and environment as beneficiaries.

**What remains uncertain:** Final language should be tested with Board members, staff, agricultural stakeholders, municipal partners, community representatives, environmental interests, and partner agencies. The words must feel authentic, not merely polished.

**What would change the recommendation:** If the Board strongly prefers to preserve the exact 2020 values, the best approach is not replacement but refinement: keep the six values and rewrite the descriptions to make them more behavioral, modern, and accountable.

## 6. Vision Strategy

### Current Vision

“Be recognized throughout the region as a leader in water resource management through demonstrated knowledge, integrity and the quality of our actions.”

### Assessment

| Dimension          | Current Performance | Diagnosis                                                                                   |
|--------------------|---------------------|---------------------------------------------------------------------------------------------|
| Accuracy           | Good                | Knowledge, integrity, and quality are important.                                            |
| Ambition           | Limited             | It centers recognition, not impact.                                                         |
| Local Fit          | Weak                | It does not name Monterey County’s communities, agriculture, coast, environment, or future. |
| Memorability       | Moderate            | Understandable but generic.                                                                 |
| Strategic Pressure | Weak                | It does not tell staff what future to build.                                                |

### Recommended Vision

**A sustainable and resilient water future where Monterey County’s communities, agriculture, and natural environment thrive for generations.**

### Why This Version Works

- **It is outcome-centered.** It names the future condition.
- **It is locally grounded.** It names Monterey County and its core beneficiaries.
- **It is broad enough.** It can cover groundwater, flood protection, infrastructure, climate resilience, conservation, operations, and interagency work.
- **It avoids overpromising.** It does not claim MCWRA alone can guarantee prosperity or eliminate risk.
- **It is cleaner than the earlier longer version.** It preserves the concept while becoming more repeatable.

## Alternative Vision Options

| Option                        | Statement                                                                                                                                                              | Best Use                                          | Risk                                               |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|----------------------------------------------------|
| 1 — Recommended Formal Vision | A sustainable and resilient water future where Monterey County's communities, agriculture, and natural environment thrive for generations.                             | Strategic Plan, website, Board materials          | Slightly broad, but appropriately so for a vision. |
| 2 — Active Formal Version     | To secure a sustainable and resilient water future that enables Monterey County's communities, agriculture, and natural environment to thrive for generations to come. | Formal adoption if the Board wants an action verb | Longer and less clean.                             |
| 3 — Public Theme              | Water for Monterey's people, farms, and coast — everyone for water.                                                                                                    | Campaign, outreach, staff rallying line           | Too slogan-like as the sole formal vision.         |
| 4 — Leadership Version        | To lead Monterey County toward a water-secure future where stewardship and innovation sustain thriving communities, productive farms, and a healthy environment.       | If Board wants explicit leadership                | More conventional and wordier.                     |

## Recommendation

Use Option 1 as the formal Vision and preserve Option 3 as a public-facing theme or communications line.

## 7. Mission Strategy

### Current Mission

"Manage water resources sustainably while minimizing impacts from flooding for present and future generations."

## Assessment

| Dimension           | Current Performance | Diagnosis                                                      |
|---------------------|---------------------|----------------------------------------------------------------|
| Accuracy            | Strong              | It correctly identifies water management and flood protection. |
| Brevity             | Strong              | It is concise and easy to read.                                |
| Beneficiary Clarity | Weak                | It does not say who benefits.                                  |
| Energy              | Moderate            | It is responsible but not especially motivating.               |
| Strategic Fit       | Strong              | It can be strengthened without changing its core meaning.      |

## Recommended Mission

**To manage Monterey County’s water resources sustainably and reduce flood risks so our communities, agriculture, and environment can thrive today and for future generations.**

## Why This Version Works

- It keeps the original mission’s two core functions.
- It uses “reduce flood risks,” which is more active and operationally careful than promising flood protection absolutely.
- It names the beneficiary triad: **communities, agriculture, environment**.
- It is public-facing without becoming inflated.
- It works as a direct companion to the recommended Vision.

## Alternative Mission Options

| Option                            | Statement                                                                                                                                                                                 | Best Use                       | Risk                                               |
|-----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|----------------------------------------------------|
| <b>1 — Recommended Mission</b>    | <b>To manage Monterey County’s water resources sustainably and reduce flood risks so our communities, agriculture, and environment can thrive today and for future generations.</b>       | Formal Strategic Plan          | Slightly longer than current mission.              |
| <b>2 — Strong Concise Version</b> | <b>To manage water resources sustainably and protect against flooding so Monterey County’s communities, farms, and natural systems thrive now and for generations to come.</b>            | If Board wants simpler wording | “Protect against flooding” may sound too absolute. |
| <b>3 — Operational Version</b>    | <b>We sustainably manage Monterey County’s water resources and reduce flood risks to deliver reliable service and safety for residents, businesses, agriculture, and the environment.</b> | Internal operating language    | More managerial than elegant.                      |
| <b>4 — Pillar-Style Version</b>   | <b>Sustainably manage water resources. Reduce flood impacts. Serve Monterey County for present and future generations.</b>                                                                | Slide headline                 | Fragmented as a formal mission.                    |

## Recommendation

Use Option 1 unless the Board insists on brevity. If brevity wins, use Option 4 as a slide headline, not as the only formal mission.

## 8. Values Strategy

### Current Workshop Values

Today's workshop slide listed:

**Leadership. Stewardship. Transparency. Integrity. Public Service. Collaboration.**

This set is credible. It should not be casually discarded. It reflects the Agency's 2020 strategic planning foundation and maps well to public-agency obligations.

The question is whether the values should be kept as-is, modernized, or reorganized.

### The Core Values Problem

The existing values are good words. But some overlap:

- **Transparency** and **Integrity** are closely connected.
- **Leadership** can sound reputation-based unless defined behaviorally.
- **Stewardship** can absorb sustainability, fiscal responsibility, and long-term care.
- **Public Service** is essential but broad.
- **Collaboration** is necessary because MCWRA cannot solve regional water issues alone.
- The earlier recommendation added **Excellence** and **Innovation**, which are not on the 2020 list but are useful for technical quality, resilience, and future readiness.

### Recommended Values Architecture

The best consolidated solution is a **six-value system** that respects the 2020 workshop values while strengthening them for modern strategic use:

1. **Stewardship**
2. **Integrity**
3. **Public Service**
4. **Collaboration**
5. **Excellence**
6. **Innovation**

### Why Not Keep “Leadership” as a Standalone Value?

Leadership is important, but it is better treated as the outcome of living the values, not as a separate value.

MCWRA should not claim leadership by saying “Leadership.” It should earn leadership through stewardship, integrity, service, collaboration, excellence, and innovation.

### Why Not Keep “Transparency” as a Standalone Value?

Transparency is non-negotiable, but it should live inside Integrity and Public Service unless the Board wants to make public trust the central theme.

A sharper formulation is:

**Integrity means transparency when the facts are uncomfortable, accountability when decisions are difficult, and consistency when pressure is high.**

That is stronger than listing Transparency as a separate virtue.

## Recommended Values Statement

### Our Core Values

At the Monterey County Water Resources Agency, our work is guided by six core values:

- **Stewardship** — We manage water, infrastructure, public funds, and natural systems with long-term responsibility.
- **Integrity** — We act with honesty, transparency, consistency, and accountability.
- **Public Service** — We serve Monterey County with professionalism, safety, fairness, and respect.
- **Collaboration** — We work with communities, agriculture, public agencies, and partners to solve shared water and flood challenges.
- **Excellence** — We use sound technical judgment, continuous improvement, and disciplined execution.
- **Innovation** — We pursue practical, forward-looking solutions that strengthen resilience and sustainability.

## Values Crosswalk

| 2020 Value     | Keep / Reframe / Merge | Recommended Treatment                                                                                                                    |
|----------------|------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| Leadership     | Reframe                | Treat leadership as the earned result of living the values; mention in narrative, not necessarily as a core value.                       |
| Stewardship    | Keep                   | Expand to include water, infrastructure, public funds, and natural systems.                                                              |
| Transparency   | Merge                  | Fold into Integrity and Public Service; define explicitly so it does not disappear.                                                      |
| Integrity      | Keep                   | Strengthen with accountability, consistency, professional standards, and transparency.                                                   |
| Public Service | Keep                   | Make it concrete: safety, fairness, respect, quality, and community benefit.                                                             |
| Collaboration  | Keep                   | Expand to include communities, agriculture, public agencies, partner organizations, and shared solutions.                                |
| Excellence     | Add                    | Needed because MCWRA's work is technical, operational, and risk-sensitive.                                                               |
| Innovation     | Add                    | Needed because water resilience, infrastructure, climate, groundwater, and flood challenges cannot be met by maintenance thinking alone. |

## If the Board Wants to Preserve the 2020 Values Exactly

Use this refined six-value set:

| Value                 | Refined Description                                                                                            |
|-----------------------|----------------------------------------------------------------------------------------------------------------|
| <b>Leadership</b>     | We set a positive example through sound judgment, responsible action, and credible water and flood management. |
| <b>Stewardship</b>    | We manage water resources, infrastructure, public funds, and natural systems with long-term responsibility.    |
| <b>Transparency</b>   | We make decisions, tradeoffs, resources, and progress understandable to the public and stakeholders.           |
| <b>Integrity</b>      | We act with honesty, consistency, fairness, and professional standards.                                        |
| <b>Public Service</b> | We serve Monterey County with accountability, safety, respect, and commitment to long-term community benefit.  |
| <b>Collaboration</b>  | We work with communities, agriculture, agencies, and partners to advance shared water and flood solutions.     |

This is the lowest-friction path because it preserves continuity. It is acceptable. It is not as strong as adding Excellence and Innovation.

## 9. Unified Package for Board Testing

### Recommended Formal Package

| Layer          | Recommended Language                                                                                                                                                                |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Vision</b>  | <b>A sustainable and resilient water future where Monterey County's communities, agriculture, and natural environment thrive for generations.</b>                                   |
| <b>Mission</b> | <b>To manage Monterey County's water resources sustainably and reduce flood risks so our communities, agriculture, and environment can thrive today and for future generations.</b> |
| <b>Values</b>  | <b>Stewardship. Integrity. Public Service. Collaboration. Excellence. Innovation.</b>                                                                                               |

## Public-Facing Short Package

| Layer         | Short Version                                                           |
|---------------|-------------------------------------------------------------------------|
| Vision Theme  | Water for Monterey's people, farms, and coast — everyone for water.     |
| Mission Theme | Manage water. Reduce flood risk. Serve Monterey County for generations. |
| Values Theme  | Stewardship. Integrity. Service. Collaboration. Excellence. Innovation. |

## Conservative Continuity Package

| Layer   | Continuity Version                                                                                                                                              |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Vision  | Be recognized throughout the region as a trusted leader in water resource management through knowledge, integrity, stewardship, and the quality of our actions. |
| Mission | Manage water resources sustainably while minimizing flood impacts for present and future generations.                                                           |
| Values  | Leadership. Stewardship. Transparency. Integrity. Public Service. Collaboration.                                                                                |

**Assessment:** This continuity package is safer but weaker. It preserves the old frame and does not fully solve the strategic problem.

## 10. Decision Matrix

| Criterion                           | Current / Continuity Package | Recommended Package | Public-Facing Theme Package |
|-------------------------------------|------------------------------|---------------------|-----------------------------|
| Clarity                             | Medium                       | High                | High                        |
| Local distinctiveness               | Low                          | High                | High                        |
| Public benefit orientation          | Medium                       | High                | High                        |
| Operational honesty                 | High                         | High                | Medium                      |
| Memorability                        | Medium                       | Medium-High         | High                        |
| Board adoption ease                 | High                         | Medium-High         | Medium                      |
| Staff usability                     | Medium                       | High                | High                        |
| Strategic force                     | Low-Medium                   | High                | Medium-High                 |
| Risk of sounding like branding spin | Low                          | Low-Medium          | Medium                      |

## Recommendation

Advance the **Recommended Package** for formal adoption testing and use the **Public-Facing Theme Package** as supporting communications language.

Do not adopt the Public-Facing Theme Package alone. It is strong communications language, not sufficient governance language.

## 11. Strategic Pillars Beneath the Identity

Once Vision, Mission, and Values are settled, MCWRA should align strategic goals beneath them. The following pillars are a strong working architecture:

| Pillar                                                         | Purpose                                                                                                 | Ties to Mission / Vision / Values             |
|----------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| <b>Sustainable Water Stewardship</b>                           | Protect and manage water resources for long-term reliability.                                           | Vision, Mission, Stewardship, Innovation      |
| <b>Flood Resilience and Public Safety</b>                      | Reduce flood risks to people, property, infrastructure, and working lands.                              | Mission, Public Service, Excellence           |
| <b>Infrastructure Reliability and Financial Responsibility</b> | Maintain and improve critical infrastructure with disciplined fiscal stewardship.                       | Stewardship, Integrity, Excellence            |
| <b>Groundwater and Basin Coordination</b>                      | Support regional groundwater sustainability, seawater-intrusion response, and partner-agency alignment. | Vision, Collaboration, Public Service         |
| <b>Transparency and Public Trust</b>                           | Make decisions, data, tradeoffs, and progress understandable.                                           | Integrity, Public Service                     |
| <b>Organizational Excellence and Innovation</b>                | Build staff capability, technical quality, and adaptive capacity.                                       | Excellence, Innovation, Leadership as outcome |

## 12. Behavioral Operating Model for Values

Values become real only when they change conduct. Use the following “in action” model.

| Value                 | In Action                                                                                                 | Watch-Out                                                       |
|-----------------------|-----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| <b>Stewardship</b>    | We evaluate long-term water, flood, fiscal, and environmental consequences before short-term convenience. | Do not use stewardship as a vague substitute for hard choices.  |
| <b>Integrity</b>      | We disclose uncertainty, explain tradeoffs, and keep decision criteria consistent.                        | Do not confuse legal compliance with full transparency.         |
| <b>Public Service</b> | We serve residents, agriculture, businesses, and communities with safety, fairness, and respect.          | Do not let “service” become pleasing the loudest stakeholder.   |
| <b>Collaboration</b>  | We engage partners early enough that input can still matter.                                              | Do not use collaboration as a delay tactic.                     |
| <b>Excellence</b>     | We apply sound technical methods, quality control, and performance review.                                | Do not let expertise become insulation from public explanation. |
| <b>Innovation</b>     | We test practical new approaches while protecting reliability and accountability.                         | Do not call unproven ideas “innovation” without risk controls.  |

## 13. Messaging Guidance

### How to Speak About the Change

Do not frame this as a rebrand. Frame it as strategic clarification.

#### Recommended language:

“The Agency’s core responsibilities have not changed. What we are doing is making the purpose, beneficiaries, and behavioral standards clearer so the Strategic Plan can guide real decisions.”

### What to Avoid

Avoid language that sounds like private-sector hype:

- “Transformational excellence”
- “World-class water leadership”
- “Unmatched innovation”
- “Premier agency”
- “Future-proofing everything”

Water agency language should be serious, durable, and accountable.

### What to Use Instead

Use language that is concrete:

- sustainable water future
- reduce flood risks
- communities, agriculture, and environment
- public trust
- long-term responsibility
- practical innovation
- evidence-based decisions
- shared water and flood challenges

## 14. Workshop Facilitation Prompts

Use these questions to turn the document into a productive Board or staff discussion.

### Vision Questions

- Does the Vision describe a future worth building, or merely a reputation we hope to earn?
- Are communities, agriculture, and natural environment the right beneficiary triad?
- Is “sustainable and resilient” strong enough, or does the Board want “water-secure”?
- Can a staff member say the Vision in one breath?

### Mission Questions

- Does the Mission accurately describe MCWRA’s actual statutory and operational work?
- Is “reduce flood risks” preferable to “minimize impacts from flooding”?
- Should “Monterey County” appear in the Mission?
- Does the Mission name the right beneficiaries?

## Values Questions

- Which values would change behavior when the decision is difficult?
- Should Leadership remain a standalone value, or be treated as an earned outcome?
- Should Transparency remain standalone, or be embedded in Integrity and Public Service?
- Are Excellence and Innovation necessary additions for the next strategic plan?
- Which value is most important for public trust right now?

## 15. Adoption Protocol

### Step 1 — Decide the Package Type

Choose one of three paths:

| Path                       | Best If                                                             | Recommendation                          |
|----------------------------|---------------------------------------------------------------------|-----------------------------------------|
| Continuity Path            | Board wants minimal change from 2020.                               | Acceptable, but lowest strategic force. |
| Modernized Continuity Path | Board wants to preserve the 2020 structure while improving wording. | Strong compromise.                      |
| Recommended Forward Path   | Board wants a sharper, more useful strategic identity.              | Best option.                            |

### Step 2 — Test the Language

Test the recommended package against these audiences:

- Board members
- General Manager and senior staff
- Field and operations staff
- Agriculture stakeholders
- Municipal and agency partners
- Community representatives
- Environmental stakeholders
- Flood-risk and infrastructure stakeholders

### Step 3 — Force a Behavioral Translation

For each value, require two answers:

- What does this value require us to do?
- What would violate this value?

### Step 4 — Connect to Strategic Goals

Do not approve the identity language in isolation. Each strategic goal should identify which Vision, Mission, and Value element it advances.

## Step 5 — Create a Review Cadence

Review annually during strategic plan performance reporting:

- Are we living the Values?
- Is the Mission reflected in budget priorities?
- Is the Vision reflected in project selection?
- Are stakeholders seeing more clarity and accountability?

## 16. Recommended Final Draft for Use

### Vision

**A sustainable and resilient water future where Monterey County’s communities, agriculture, and natural environment thrive for generations.**

### Mission

**To manage Monterey County’s water resources sustainably and reduce flood risks so our communities, agriculture, and environment can thrive today and for future generations.**

### Values

**Stewardship** — We manage water, infrastructure, public funds, and natural systems with long-term responsibility.

**Integrity** — We act with honesty, transparency, consistency, and accountability.

**Public Service** — We serve Monterey County with professionalism, safety, fairness, and respect.

**Collaboration** — We work with communities, agriculture, public agencies, and partners to solve shared water and flood challenges.

**Excellence** — We use sound technical judgment, continuous improvement, and disciplined execution.

**Innovation** — We pursue practical, forward-looking solutions that strengthen resilience and sustainability.

### Supporting Public Theme

**Water for Monterey’s people, farms, and coast — everyone for water.**

Use this as a communications theme, not as a replacement for formal Vision or Mission language.

## 17. Risk and Objection Handling

| Objection                                   | Response                                                                                                                                                                         |
|---------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| “This is too much change from 2020.”        | The recommended language preserves the same substance but makes purpose, beneficiaries, and behavior clearer.                                                                    |
| “Leadership should stay as a value.”        | It can stay if the Board wants continuity. But leadership is stronger as an earned result of stewardship, integrity, public service, collaboration, excellence, and innovation.  |
| “Transparency should stay as a value.”      | It can stay, but it must be made behavioral. Otherwise it risks becoming a word everyone supports and no one operationalizes.                                                    |
| “Innovation sounds too private-sector.”     | Use “practical innovation.” That means testing better methods while preserving reliability, safety, and accountability.                                                          |
| “Environment may create political tension.” | The current mission already includes sustainability and future generations. Naming the environment makes the public value visible; it does not erase agriculture or communities. |
| “Agriculture should be named.”              | Yes. Agriculture is central to Monterey County’s water reality and should be named directly.                                                                                     |
| “This sounds like branding.”                | It should be explicitly tied to goals, budgets, measures, and public reporting. Words without operating consequences are branding; words connected to decisions are strategy.    |

## 18. Final Action Panel

### Decision Needed

MCWRA should decide whether to adopt:

- a lightly edited continuation of the 2020 identity,
- a modernized continuity version, or
- a sharper forward-looking package.

### Recommended Decision

Adopt the sharper forward-looking package for testing:

**Vision:** A sustainable and resilient water future where Monterey County’s communities, agriculture, and natural environment thrive for generations.

**Mission:** To manage Monterey County’s water resources sustainably and reduce flood risks so our communities, agriculture, and environment can thrive today and for future generations.

**Values:** Stewardship, Integrity, Public Service, Collaboration, Excellence, Innovation.

## Immediate Next Move

Take the recommended package into a structured Board/staff discussion and force three decisions:

- Keep or remove **Leadership** as a standalone value?
- Keep or merge **Transparency**?
- Add **Excellence** and **Innovation** as the operating values needed for the next strategic plan?

## Final Test

Ask each participant:

“Which phrase in this package would actually change an Agency decision?”

If the answer is “none,” the language is not strategic yet.

## Final Protocol

The purpose of this consolidated package is not to make MCWRA sound better. The purpose is to make the Agency’s operating promise clearer: manage water, reduce flood risk, protect public trust, and make decisions that Monterey County can still defend a generation from now.

## Source Notes

- User-provided MCWRA Vision Statement Strategy Protocol, Mission Statement Strategy Protocol, and Core Values Strategy Protocol.
- User-provided transcriptions from today’s workshop slides and brochure pages.
- Official MCWRA public Mission and Vision page reviewed for continuity.
- PUB Singapore official About Us page reviewed for mission/vision pattern.
- Metropolitan Water District official Vision and Values page reviewed for mission/vision pattern.

**From:** [Bill Lipe](#)  
**To:** [MC Water](#)  
**Cc:** [Azhderian, Ara](#); [Murray, Shaunna L.](#); [Donlon, Kelly L.](#)  
**Subject:** Vision statement brainstorming  
**Date:** Wednesday, July 8, 2026 10:36:38 AM  
**Attachments:** [mcwra\\_vision\\_statement\\_strategy\\_lipeprotocol.pdf](#)

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**This Message Is From an External Sender**

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

Please distribute the attached public comment regarding the agency's vision statement brainstorming and enter it into the public record.

Thank you,

Bill Lipe  
Salinas, CA 93908

# MCWRA Vision Statement Strategy Protocol

A disciplined modernization brief for transforming a passive reputation statement into an impact-driven water future.

Prepared for Monterey County Water Resources Agency strategic planning discussion · July 2026

## PROTOCOL THESIS

**MCWRA's vision should stop asking to be recognized as competent and start declaring the future it intends to help secure: resilient water, thriving communities, productive agriculture, and a protected Monterey County environment.**

## Executive Frame

### Bottom Line

The current MCWRA vision statement is respectable but underpowered. It emphasizes knowledge, integrity, and quality, but it is passive, internally focused, and too generic to carry the weight of Monterey County's actual water future.

A stronger vision should be outward-facing and locally grounded. It should name the outcome MCWRA exists to help create: sustainable and resilient water conditions that allow communities, agriculture, and the natural environment to thrive.

### Recommended Vision

#### WORKING DRAFT

**To secure a sustainable and resilient water future that enables Monterey County's communities, agriculture, and natural environment to thrive for generations to come.**

This is the strongest option because it is clear, public-facing, locally relevant, and durable. It does not reduce MCWRA to operational excellence. It connects MCWRA’s work to the county’s future.

# Protocol Overview

| Element   | Strategic Function                                             | Application to MCWRA                                                            |
|-----------|----------------------------------------------------------------|---------------------------------------------------------------------------------|
| Thesis    | The vision should express impact, not self-image.              | Move from “be recognized” to “secure a sustainable and resilient water future.” |
| Surface   | The problem is not values; the problem is weak directionality. | Knowledge and integrity matter, but they are operating standards, not a vision. |
| Mechanism | Tie water to beneficiaries and long-term outcomes.             | Communities, agriculture, and environment become the core beneficiaries.        |
| Artifact  | Produce a concise, memorable statement.                        | One sentence; easy to repeat; locally distinctive.                              |
| Action    | Test top options with Board, staff, and stakeholders.          | Narrow to 2–3 options, then refine for adoption.                                |

# Quick Assessment of the Current Vision

## Current Vision

CURRENT STATEMENT

Be recognized throughout the region as a leader in water resource management through demonstrated knowledge, integrity and the quality of our actions.

## Strengths

- It names important operating values: knowledge, integrity, and quality.
- It positions MCWRA as a regional leader.
- It is safe, conventional, and unlikely to create internal controversy.

## Weaknesses

- Passive posture:** “Be recognized” makes outside approval the center of the sentence.
- Internal focus:** It describes how the Agency wants to be seen, not what outcome it exists to create.
- Generic language:** It could fit many California water agencies with little change.

**Limited emotional force:** It does not strongly connect to Monterey County’s communities, agriculture, coast, or future generations.

**Weak strategic pressure:** It does not tell staff, partners, or the public what kind of future MCWRA is trying to build.

## Strategic Diagnosis

The current vision is not wrong. It is too small. It reads like a reputation goal when MCWRA needs a future-state goal.

# Capability Matrix

| Surface   | Decision Domain                      | Method                                                         | Output                           |
|-----------|--------------------------------------|----------------------------------------------------------------|----------------------------------|
| Clarify   | What should the vision do?           | Separate operating values from future-state ambition.          | A cleaner purpose frame.         |
| Benchmark | What do strong visions share?        | Compare water-sector and elite non-water examples.             | Pattern recognition.             |
| Localize  | What makes Monterey County distinct? | Name communities, agriculture, coast, environment, resilience. | A regionally grounded statement. |
| Decide    | Which option best survives scrutiny? | Rank options by clarity, memorability, fit, and durability.    | Recommended vision option.       |
| Govern    | How should adoption proceed?         | Stakeholder testing and alignment with mission, values, goals. | Implementation path.             |

## Entropy Diagnostic

| Metric            | Status   | Meaning                                                                                                    |
|-------------------|----------|------------------------------------------------------------------------------------------------------------|
| Entropy Index     | Elevated | The current statement is clear but under-specified; it does not force strategic choices.                   |
| Signal Clarity    | Medium   | Leadership and integrity are visible, but community impact is muted.                                       |
| Assumption Load   | Moderate | The analysis assumes MCWRA wants a modern, public-facing, aspirational vision.                             |
| Claim Stability   | Mixed    | The critique of passivity is strong; external benchmark claims should be verified before final public use. |
| Decision Friction | Medium   | The Board may prefer a safe statement unless given a sharper rationale for change.                         |

## Evidence and Reasoning

## Pattern from Strong Water-Agency Visions

The strongest water-agency visions tend to do three things:

**Name the public benefit.** They focus on reliable water, resilience, sustainability, equity, stewardship, or prosperity.

**Name the shared nature of water.** They often imply partnership among agencies, customers, communities, and ecosystems.

**Look forward.** They frame water management as a future-making responsibility, not merely a service function.

| Example                                                   | Useful Lesson for MCWRA                                                                     |
|-----------------------------------------------------------|---------------------------------------------------------------------------------------------|
| PUB Singapore: “Water for Every One. Everyone for Water.” | Memorable, reciprocal, and built around shared responsibility.                              |
| Metropolitan Water District of Southern California        | Combines leadership with people, partners, planet, and inclusion.                           |
| Innovation / stewardship examples                         | Show how technical excellence can be paired with environmental responsibility.              |
| Legacy-focused examples                                   | Reinforce that water agencies govern for generations, not election cycles or budget cycles. |

## Pattern from Elite Non-Water Visions

The best vision statements outside the water sector are not self-congratulatory. They are outcome-driven.

| Organization Example | Pattern                                  |
|----------------------|------------------------------------------|
| Tesla                | Big societal transformation.             |
| IKEA                 | Simple, inclusive, everyday benefit.     |
| Microsoft            | Empowerment of people and institutions.  |
| Patagonia            | Explicit purpose and values alignment.   |
| LinkedIn             | Clear beneficiary and clear opportunity. |

## Strategic Translation for MCWRA

### DECISION FILTER

**What future does MCWRA help make possible for Monterey County? Not:  
What does MCWRA want other people to think about MCWRA?**

## Structural Honesty

| Category         | Statement                                                                                                                                                                           |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| What is known    | The current vision is passive and internally focused. It emphasizes recognition, knowledge, integrity, and quality rather than naming the external condition MCWRA seeks to create. |
| What is inferred | A stronger vision would likely improve strategic alignment                                                                                                                          |

|                                  |                                                                                                                                                                             |
|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                  | by naming Monterey County’s people, farms, environment, and future water resilience as the core beneficiaries.                                                              |
| What remains uncertain           | The exact final wording should be tested with Board members, senior staff, agricultural stakeholders, municipal partners, environmental interests, and public-facing users. |
| What would change the conclusion | If MCWRA deliberately wants a conservative reputation-based vision rather than an aspirational future-state vision, the recommended direction would need to be narrowed.    |

## Strategic Options

| Rank | Vision Option                                                                                                                                                                                  | Strength                                                    | Risk / Limitation                                                   | Best Use                                                   |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|---------------------------------------------------------------------|------------------------------------------------------------|
| 1    | <b>To secure a sustainable and resilient water future that enables Monterey County’s communities, agriculture, and natural environment to thrive for generations to come.</b>                  | Strongest balance of impact, local context, and durability. | Longer than the most memorable options.                             | Best formal vision statement.                              |
| 2    | <b>Water for Monterey’s people, farms, and coast — everyone for water.</b>                                                                                                                     | Short, memorable, reciprocal.                               | More slogan-like; may need supporting language for formal adoption. | Campaign headline or public-facing theme.                  |
| 3    | <b>To lead Monterey County toward a water-secure future where innovation and stewardship sustain thriving communities, productive farms, and a healthy environment.</b>                        | Strong leadership and stewardship language.                 | More conventional; slightly less elegant.                           | Good if leadership positioning matters most.               |
| 4    | <b>Creating a lasting legacy of reliable, sustainable water for Monterey County’s farms, families, and ecosystems.</b>                                                                         | Emotional and generational.                                 | “Creating” is active but less institutionally precise.              | Good for legacy and staff culture.                         |
| 5    | <b>To be Monterey County’s trusted leader in water management — delivering resilience and prosperity for our communities, agriculture, partners, and environment, with no one left behind.</b> | Explicit trust, leadership, inclusion.                      | Too many ideas; may feel politically loaded.                        | Good if equity and inclusion are central Board priorities. |
| 6    | <b>A thriving Monterey</b>                                                                                                                                                                     | Concise, positive,                                          | “Powered by” may                                                    | Good as a                                                  |

|  |                                                                                              |                 |                                       |                         |
|--|----------------------------------------------------------------------------------------------|-----------------|---------------------------------------|-------------------------|
|  | County powered by sustainable water for people, agriculture, and nature — today and forever. | headline-ready. | feel too branded for a public agency. | communications tagline. |
|--|----------------------------------------------------------------------------------------------|-----------------|---------------------------------------|-------------------------|

# Recommendation Protocol

## Recommended Direction

Adopt the top option as the working draft:

RECOMMENDED VISION

To secure a sustainable and resilient water future that enables Monterey County’s communities, agriculture, and natural environment to thrive for generations to come.

## Why This Option Best Survives Scrutiny

- It is **active**: MCWRA is securing a future, not waiting to be recognized.
- It is **local**: It names Monterey County directly.
- It is **balanced**: Communities, agriculture, and natural environment are all included.
- It is **future-facing**: “For generations to come” connects to long-term resource stewardship.
- It is **broad enough** to cover groundwater, flood protection, infrastructure, planning, resilience, and collaboration without becoming a technical inventory.

## Possible Refinement

SHORTER VERSION

A sustainable and resilient water future for Monterey County’s communities, agriculture, and natural environment.

This version is less active but cleaner and more memorable.

# Governance and Continuity

## Adoption Process

**Internal review:** Ask Board and leadership which option feels most authentic and most useful.

**Stakeholder testing:** Test 2–3 finalists with agricultural representatives, cities, environmental partners, staff, and community-facing users.

**Memorability review:** Require that the final version can be said in one breath and repeated accurately.

**Strategic alignment:** Ensure mission, values, goals, objectives, and performance measures ladder up to the chosen vision.

**Rollout:** Use the adopted vision in presentations, website materials, annual reports, staff onboarding, and strategic-plan dashboards.

## Continuity Rule

The vision should not be adopted as decoration. It should become a filter for strategic priorities:

Does this project improve long-term resilience?

Does it serve communities, agriculture, and the environment?

Does it strengthen public trust?

Does it support a water future that can survive climate, groundwater, infrastructure, and governance stress?

## Final Action Panel

| Decision Surface     | Protocol Direction                                                                                                                                                     |
|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Decision to Make     | Choose whether MCWRA wants a reputation-based vision or an impact-based vision.                                                                                        |
| Recommended Decision | Move to an impact-based vision.                                                                                                                                        |
| Immediate Next Move  | Advance the top recommendation and one shorter alternative into Board/stakeholder testing.                                                                             |
| Formal Vision        | To secure a sustainable and resilient water future that enables Monterey County’s communities, agriculture, and natural environment to thrive for generations to come. |
| Short Public Theme   | Water for Monterey’s people, farms, and coast — everyone for water.                                                                                                    |

### FINAL PROTOCOL

**The purpose of the artifact is not to make the vision sound prettier. The purpose is to make MCWRA’s future-facing commitment clear enough that staff, partners, and the public can understand what the Agency is trying to**

secure and why it matters.

**From:** [Bill Lipe](#)  
**To:** [930-WRApubliccomment](#)  
**Cc:** [Azhderian, Ara](#); [Murray, Shaunna L.](#)  
**Subject:** Public Comment Submission — MCWRA 2026 Strategic Plan Update  
**Date:** Wednesday, August 5, 2026 5:19:56 PM  
**Attachments:** [20260805\\_mcwra\\_general\\_public\\_comment\\_strategic\\_plan\\_update.pdf](#)

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**This Message Is From an External Sender**

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

Dear Clerk of the Board,

Please distribute the attached public comment letter to the MCWRA Planning Committee and Board of Directors, and include it in the public record for the 2026 Strategic Plan Update.

The letter responds to the Mission, Vision, Values, and Strategic Goals presented to the Planning Committee on August 5, 2026, and offers specific language intended to strengthen public clarity, strategic focus, and accountability.

Thank you for your assistance.

Kindest regards,  
Bill Lipe  
Salinas, California 93908  
Resident of the 180/400-Foot Aquifer Subbasin

# MCWRA 2026 Strategic Plan Update

Vision, Mission, Values, and Strategic Goals

|         |                                                                                  |
|---------|----------------------------------------------------------------------------------|
| TO      | Monterey County Water Resources Agency Planning Committee and Board of Directors |
| SUBJECT | Public Comment on Proposed Vision, Mission, Values, and Strategic Goals          |
| DATE    | August 5, 2026                                                                   |

## Chair and Members of the Committee:

This morning, the Planning Committee was presented with the current draft framework for MCWRA's 2026 Strategic Plan, including a revised Mission, Vision, Values, and five proposed Strategic Goals. The presentation reflects meaningful work by the Board, staff, consultants, and participating stakeholders. It also shows that the planning process is moving from workshop discussion into drafting, implementation planning, and performance measurement.

The proposed language is cleaner than the 2020 framework, but several elements remain too generic, too internally focused, or too detached from MCWRA's actual public responsibilities.

## CORE CONCERN

**The framework should do more than describe internal competence. It should state the public outcomes MCWRA exists to deliver.**

## What Was Presented

**Mission:** "Skillfully managing, protecting, and sustaining Monterey County's water resources."

**Vision:** "A thriving community where families, agriculture and businesses prosper together."

The Mission is concise and stronger than the prior wording, but it removes flood-risk reduction from the Agency's stated purpose and does not identify who benefits. The Vision is positive, but broad enough to describe almost any economic-development organization. It does not mention water, resilience, flood safety, the natural environment, or Monterey County by name.

The proposed Strategic Goals also lean heavily toward internal capacity, funding, infrastructure, communications, and planning. Those are necessary, but they are means, not the final public outcomes. The framework should speak more directly to water security, flood resilience, groundwater sustainability, infrastructure reliability, public trust, and measurable regional results.

# Suggested Vision

**A water-secure Monterey County where communities, agriculture, businesses, and nature thrive together.**

This cures the current draft's lack of agency identity by placing water security at the center, naming Monterey County directly, and balancing economic, community, and environmental interests.

# Suggested Mission

**We manage, protect, and sustain Monterey County's water resources while reducing flood risk and building resilience for generations to come.**

This preserves the strength and brevity of the proposed Mission while restoring flood-risk reduction and making the Agency's long-term public purpose explicit.

# Suggested Values Language

| Value                  | Behavioral Standard                                                                                            |
|------------------------|----------------------------------------------------------------------------------------------------------------|
| Leadership & Expertise | We lead with knowledge, sound judgment, and accountable action.                                                |
| Stewardship            | We protect water, infrastructure, public funds, and natural systems with long-term discipline.                 |
| Transparency           | We make our decisions, data, tradeoffs, and progress clear to the public.                                      |
| Integrity              | We act honestly, consistently, and without favoritism - especially when decisions are difficult.               |
| Public Service         | We serve Monterey County with professionalism, safety, fairness, and respect.                                  |
| Collaboration          | We bring communities, agriculture, agencies, and partners together to solve shared water and flood challenges. |

These descriptions are intended to cure the current values language where it remains abstract or procedural. Values should operate as standards of conduct, not simply as agreeable nouns.

# Suggested Strategic Goal Framing

## 1. Build Financial Strength

Secure and diversify the funding needed to meet Monterey County's evolving water and flood challenges.

## 2. Strengthen Infrastructure and Operations

Modernize, maintain, and improve the systems, projects, and programs that protect water reliability and public safety.

## 3. Lead Regional Water Strategy

Drive coordinated planning and investment for a more secure, sustainable, and resilient water future.

#### 4. Earn Public Trust

Communicate clearly, educate consistently, and make Agency decisions and performance easier to understand.

#### 5. Build a High-Performing Agency

Strengthen people, systems, expertise, and accountability so MCWRA can execute at a higher level.

These revisions are intended to cure the current goals' inward-facing emphasis by connecting internal capacity to public outcomes.

### Public-Facing Theme

**Water security. Flood resilience. A thriving Monterey County.**

### Closing

The Agency's strategic identity should do more than describe internal competence. It should tell the public what future MCWRA is working to secure, what work it performs, how it will behave, and what results it intends to deliver.

The current process is moving in the right direction. The remaining task is to ensure the final language is specific enough to guide priorities, budgets, performance measures, and hard decisions - not merely polished enough to fit on a slide.

Respectfully submitted,

**Bill Lipe**

Salinas, California 93908

Resident of the 180/400-Foot Aquifer Subbasin

**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 John R. Hollenbeck,  
a d.b.a Hollenbeck Consulting, a sole proprietorship hereinafter called "CONTRACTOR".

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

1. **Scope of Work.** Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the **Scope of Work/Work Schedule set forth in Exhibit A:**
  - a) The scope of work is briefly described and outlined as follows:  
Project Management and engineering services for Nacimiento Dam spillway, Nacimiento Dam Spillway Plunge Pool, Interlake Tunnel Project, and other Agency facilities as-requested.
  - b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
  - c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
  - d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.
2. **Term of Agreement.** The term of this Agreement shall begin on October 1, 2024 by CONTRACTOR and Agency, and will terminate on December 31, 2027, unless earlier terminated as provided herein.

3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay 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 fifty thousand dollars

(\$ 250,000 ).

4. Monthly Invoices by CONTRACTOR; Payment.

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

5. Indemnification.

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

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

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

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

## 6. Insurance.

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

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

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

6.2 Qualifying Insurers:

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

6.3 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

of this Agreement.

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

#### 6.4 Other Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

John Hollenbeck

---

Agency’s designated administrator of this Agreement shall be:

Mark Foxworthy

---

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

| TO AGENCY                                         | TO CONTRACTOR                                             |
|---------------------------------------------------|-----------------------------------------------------------|
| Name: Mark Foxworthy                              | Name: John Hollenbeck                                     |
| Address:<br>1441 Schilling Pl., Salinas, CA 93901 | Address:<br>7343 El Camino Real #195, Atascadero CA 93422 |
| Telephone: 831.755.4860                           | Telephone: 805-458-7268                                   |
| Fax:                                              | Fax:                                                      |
| E-Mail: foxowrthyme1@countyofmonterey.gov         | E-Mail: johnhollenbeckpe@gmail.com                        |

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

MONTEREY COUNTY WATER RESOURCES AGENCY  
AGREEMENT FOR 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: John R. Hollenbeck

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

BY: Signed by:  
*John R. Hollenbeck*  
3877B782175C4F5...  
Type Name: John R. Hollenbeck  
Title: owner/Sole-Proprietor  
Date: 10/1/2024 | 11:49 AM PDT  
Date: 9/20/2024 | 8:34 AM PDT

BY: \_\_\_\_\_  
Type Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

( Nacimiento - Hollenbeck Consulting 2024 )  
Agreement/Amendment No # ( ----- )

\*\*\*\*\*

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

Signed by:  
  
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Assistant County Counsel

Dated: 9/20/2024 | 11:03 AM PDT

County Counsel – Risk Manager:

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

Approved as to fiscal provisions:

Signed by:  
  
30922505678A4ED...  
Administrative Analyst

Dated: 10/1/2024 | 9:12 AM PDT

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

Dated: 9/20/2024 | 12:56 PM PDT

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

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

## **Exhibit A**

### **Scope of Work / Work Schedule**

#### **Task 1 – Nacimient Dam Spillway Services**

##### **3.1: Annual Spillway Maintenance**

Hollenbeck Consulting will provide Resident Engineer services, in coordination with the Agency's Project Manager, for annual spillway maintenance, as requested. This may include inspection of the existing condition of the spillway and recommendations on annual priorities. The FERC and DSOD must approve the Resident Engineer for this work, and the Agency has received their approval for Mr. Hollenbeck to serve as the Resident Engineer. The services and deliverables include, and many not be limited to, the following:

- Startup activities and inventory management of supplies and equipment owned by the Agency and utilized by the contractor.
- Daily observation and confirmation that the construction is meeting the obligations of the Plans and Specifications.
- Daily documentation of the observations, progress, and quality assurance testing.
- Development of field sketches to document details.
- Daily oversight and coordination with Agency inspectors at various times during the construction process.
- Documenting and addressing unforeseen conditions discovered during the course of the work. Coordinating with the Agency's Project Manager to develop work plans to overcome these conditions, and coordinate with the Agency in the development of Design Change Notices.
- Daily coordination with the contractor to oversee their work quality.
- Daily confirmation of their Daily Extra Work Reports and acknowledgment of same.
- Management of Non-conformance Reporting.
- Coordinating with the Agency for quality assurance testing services.
- Managing the FERC Quality Control Inspection Program for the Project.
- Training of site personnel in evacuation protocols in accordance with the FERC Temporary Construction Emergency Action Plan (TCEAP).
- Coordinating with FERC and/or DSOD field inspection personnel in advance of and during inspection hold-points.
- Development and tracking of punch list work.
- Coordinating the as-built information for the Agency's use in tracking maintenance work.
- Coordinating the demobilization and return of Agency's materials and equipment to their proper storage location.
- Preparation of Construction Completion Report.

#### **Task 2 – Nacimient Plunge Pool Services**

**Task 2.1: Rock Outcrop Removal**

Hollenbeck Consulting will provide Resident Engineer services for rock outcrop removal activities at the Nacimiento Dam's Spillway Plunge Pool, including services pending a Federal Energy Regulatory Commission (FERC) approved project to remove the rock outcrop.

The services and deliverables include, and many not be limited to, the following:

- Coordinate the services with the Agency's Project Manager.
- Provide review and comment on technical work plans, reports, and the various design plans, specifications and estimates received from the design engineer. Participate in meetings relating to this work.
- Provide field observation resident engineering support during field exploration and construction to remove the rock outcrop (scope and budget will be detailed once the design is complete).

**Task 2.2: Hillside and Perimeter Erosion Protection Project**

Hollenbeck Consulting will provide Resident Engineer services for construction of a Hillside and Perimeter Erosion Protection Project at the Nacimiento Dam's Spillway Plunge Pool, including services pending a Federal Energy Regulatory Commission (FERC) approved erosion protection project.

The services and deliverables include, and many not be limited to, the following:

- Coordinate the services with the Agency's Project Manager.
- Coordinating as directed with the design engineer to manage the schedule of their deliverables.
- Provide technical review and comment on deliverables from the design engineer, including technical work plans, reports, and the various design plans, specifications and estimates. Participate in meetings relating to this work.

**Task 3 – General Services**

Upon request of Agency, Hollenbeck Consulting 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.

**Task 4 – Interlake Tunnel Project****Task 4.1: Project management liaison**

- a) Serve as a liaison between Agency teams leading work on the San Antonio Spillway and Interlake Tunnel projects.

#### Task 4.2: General engineering services during the Design Phase

- b) Assist Agency with review of technical documents for the Interlake Tunnel, e.g., the Engineer's Report, design deliverables from the design engineer, etc..
- c) General engineering support for the project, as needed, in response to changes in the program management plan or regulatory requirements.
- d) Support Agency with presenting engineering data about the Interlake Tunnel for public meetings, presentations, reports, or stakeholder updates.
- e) Review of engineering design documents, results of investigations for Interlake Tunnel project design, or other pertinent reports.
- f) Liaison support for acquisition of rights-of-way

## 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 \$250,000. Payable costs shall be the sum of direct labor costs, other direct costs and sub-consultant mark-up as defined below. Overall budget is shown in Table 2.

**Direct Labor Costs:** Are the hourly billing rate, per Table 1 - Direct Labor Rate Schedule, times the number of hours worked by the personnel.

**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 Schedule (Tables 1) herein are effective beginning September 15, 2024. Hourly billing rates 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**

John Hollenbeck – Project Management & Engineering Services    \$240 / hour

#### **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 budget charged 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.

#### **Table 2. Budget**

| <b>Task</b>                                  | <b>Amount</b>     |
|----------------------------------------------|-------------------|
| Task 1 – Nacimiento Dam Spillway Services    | \$ 90,000         |
| Task 2 – Nacimiento Dam Spillway Plunge Pool | \$ 100,000        |
| Task 3 – General Services                    | \$ 50,000         |
| Task 4 – Interlake Tunnel Project            | \$ 10,000         |
| <b>Total</b>                                 | <b>\$ 250,000</b> |

Project ID:

Nacimineto\_Hollenbeck Consulting 2024



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

BOARD ORDER No. 24-52

APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH )  
 HOLLENBECK CONSULTING IN THE AMOUNT OF \$75,000 )  
 TO PROVIDE ENGINEERING SUPPORT SERVICES FOR THE )  
 SAN ANTONIO DAM SPILLWAY REPLACEMENT PROJECT; )  
 APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH )  
 HOLLENBECK CONSULTING IN THE AMOUNT OF \$250,000 )  
 TO PROVIDE PROJECT MANAGEMENT AND ENGINEERING )  
 SERVICES FOR THE NACIMIENTO DAM SPILLWAY, )  
 NACIMIENTO DAM SPILLWAY PLUNGE POOL, GENERAL )  
 SERVICES, AND INTERLAKE TUNNEL PROJECT; AND )  
 AUTHORIZE THE GENERAL MANAGER TO EXECUTE THE )  
 AGREEMENTS. )

Upon motion of Director John Baillie, seconded by Director Mark Gonzalez, and carried by those members present, the Board of Directors hereby:

1. Approve a Professional Services Agreement with Hollenbeck Consulting in the amount of \$75,000 to provide engineering support services for the San Antonio Dam Spillway Replacement Project;
2. Approve a Professional Services Agreement with Hollenbeck Consulting in the amount of \$250,000 to provide project management and engineering services for the Nacimiento Dam spillway, Nacimiento Dam spillway plunge pool, general services, and Interlake Tunnel Project; and
3. Authorize the General Manager to execute the Agreements

PASSED AND ADOPTED on this **16** day of **September 2024** by the following vote, to-wit:

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

NOES: None

ABSENT: None

Signed by:

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BY: Mike LeBarre, Chair  
Board of Directors

DocuSigned by:

1F182FFB49A2435...

ATTEST: Ara Azhderian  
General Manager