

# County of Monterey

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



## Meeting Agenda

**Monday, August 18, 2025**

**12:00 PM**

Join via Zoom at <https://montereycty.zoom.us/j/99769079850> or  
BoS Chambers 168 W. Alisal 1st Fl., Salinas, Ca 93901

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

*Mike LeBarre, Chair  
Matt Simis, Vice Chair  
Mark Gonzalez  
Deidre Sullivan  
Ken Ekelund  
Mike Scattini  
Jason Smith  
John Baillie  
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**Participation in meetings:**

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2. Attend via Zoom (info below) or observe the live stream of the Board of Directors meetings at [http://monterey.granicus.com/ViewPublisher.php?view\\_id=19](http://monterey.granicus.com/ViewPublisher.php?view_id=19) or <http://www.mgtvonline.com/>
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**Enter this Meeting ID number: 997 6907 9850 when prompted. Please note there is no Participant Code, you will just press # again after the recording prompts you.**

You will be placed in the meeting as an attendee; when you are ready to make a public comment if joined by computer audio please Raise your Hand; and by phone please push \*9 on your keypad.

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

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

**Participacion en Reuniones:**

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

1. Podar asistir personalmente a la reunion; o,
2. Asistir por Zoom (informacion a continuacion), que observe la transmisión de la reunión de la Junta Directiva en vivo por [http://monterey.granicus.com/ViewPublisher.php?view\\_id=19](http://monterey.granicus.com/ViewPublisher.php?view_id=19) o <http://www.mgtvonline.com/>
3. Para participar for ZOOM, por favor únase for audio de computadora por:  
[https://montereycty.zoom.us/j/997 6907 9850](https://montereycty.zoom.us/j/99769079850)

O para participar for teléfono, llame a cualquiera de los números a continuación:

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Cuando se le solicite, ingrese este número de reunión: 997 6907 9850. Por favor tenga en cuenta que no hay código de participante, simplemente presione # nuevamente después de que la grabación se lo indique.

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

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

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

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

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

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

**Roll Call**

**Public Comments on Closed Session Items**

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

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

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

Pajaro River Cases: *Mario Gonzalez, et al. v. State of California, et al.*, Monterey County Superior Court Case No. 23CV004194 (as lead coordinated case, including subordinate Monterey County cases: 24CV000215; 24CV000421; 24CV000428; 24CV000848; 24CV000904; 24CV001269; and Santa Cruz case: 23CV03022)

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

**Recess to Closed Session**

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

**Pledge of Allegiance**

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

**Public Comment**

**Presentations**

2. Update on the Salinas River Operations Habitat Conservation Plan. (Presenter: Jason Demers)  
  
**Attachments:** [Salinas River Operations HCP PPT](#)
3. Update on the Salinas River Lagoon Slidegate Project. (Presenter: Elise Harden)  
  
**Attachments:** [OSR Presentation PPT](#)

**Consent Calendar**

4. Approve the Action Minutes of the Board of Directors meetings held on May 19, 2025, June 16, 2025; Special Board of Directors meetings held on June 13, 2025, July 9, 2025.  
  
**Attachments:** [draft BOD Minutes May 19, 2025](#)  
[draft BOD Minutes June 16, 2025](#)  
[Draft SPECIAL BOD Minutes June 13, 2025](#)  
[draft SPECIAL BOD Minutes July 9, 2025](#)
5. Recommend that the Monterey County Water Resources Agency Board of Supervisors approve and authorize the Monterey County Water Resources Agency General Manager to execute a quitclaim deed and any other associated documents to remove a flow ditch easement on a portion of property to the Big Sur Land Trust for the Carr Lake Restoration Project in the City of Salinas. (Staff: Jennifer Bodensteiner)  
  
**Attachments:** [Board Report](#)  
[Quitclaim Deed](#)  
[Public Draft, City of Salinas Carr Lake BSLT IS/MND](#)  
[Board Order](#)
6. Authorize Amendment No. 3 to the Professional Services Agreement with GEI Consultants, Inc., to increase the dollar amount by \$249,676 for a total contract amount not-to- exceed \$477,296; and extend the term of the Agreement to December 31, 2027, to provide engineering services for Nacimiento Dam including design of a penstock protection wall; and authorize the General Manager to execute the Amendment. (Staff: Mark Foxworthy)

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

**Action Items**

7. Consider approving Amendment No. 1 to the Agreement for Services with Fieldman, Rolapp and Associates, Inc., to extend the term of the contract from August 3, 2028, to December 31, 2028, to increase the dollar amount by \$75,000 for a total contract amount not to exceed \$165,000 for financial management services; and authorize the General Manager to execute the amendment. (Presenter: Ara Azhderian)

**Attachments:** [Board Report](#)  
[Original Agreement for Services](#)  
[Amendment No. 1](#)  
[Revised Scope of Services](#)  
[07.09.25 Dam Safety& Operations Financial Strategy PPT](#)  
[Board Order](#)

8. Consider approving Amendment No. 4 to the Agreement for Services with Quinn Company to increase the dollar amount by \$150,000 for a total contract amount not to exceed \$550,000 for short term equipment rental and preventative maintenance and repair of Agency owned heavy equipment; and authorize the General Manager to execute the amendment.

**Attachments:** [Board Report](#)  
[Original Agreement for Services](#)  
[Amendment No. 1](#)  
[Amendment No. 2](#)  
[Amendment No. 3](#)  
[Amendment No. 4](#)  
[Board Order](#)

9. Consider recommending that the Monterey County Water Resources Agency Board of Supervisors adopt a resolution authorizing the Monterey County Water Resources Agency to enter into an agreement with the California Department of Fish and Wildlife to receive \$77,727 in funding for the Invasive Mussel Prevention to Preserve Boating Access at Nacimiento and San Antonio Reservoirs project; and authorizing the General Manager, or designee, to execute the agreement and any amendments thereto, and to submit any required

documents, invoices, and reports required to obtain the funds on behalf of the Monterey County Water Resources Agency. (Presenter: Marinn Browne)

**Attachments:** [Board Report](#)  
[Board of Supervisors Resolution](#)  
[Board Order](#)

10. Consider recommending that the Monterey County Water Resources Agency (MCWRA) Board of Supervisors:
1. Approve and authorize the General Manager to execute a Master Agreement for Professional Services for the Groundwater Monitoring Program and Task Order No. 2025-01, with a retroactive term beginning on March 1, 2025, in the amount of \$802,536 between the MCWRA and the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA), pending review and approval as to form by County Counsel; and
  2. Authorize the Auditor-Controller to amend the Fiscal Year 2025-2026 (FY26) Adopted Budget for MCWRA Fund 111 (111-9300-WRA001-8267), to increase its appropriations by \$400,000 and to increase revenue by \$199,070, funded by grant revenue and \$802,536, financed via a Master Agreement for Professional Services between MCWRA and SVBGSA (4/5ths vote required); and
  3. Authorize the Auditor-Controller's Office to incorporate approved budget modifications to the FY26 Adopted Budget. (Presenter: Shaunna Murray)

**Attachments:** [Board Report](#)  
[Board of Supervisors Resolution No. 25-249](#)  
[Master Agreement and Task Order No. 2025-01](#)  
[Board Order](#)

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

11. August, September and October 2025 Calendars.

**Attachments:** [August 2025](#)  
[September 2025](#)  
[October 2025](#)

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

- 12.
1. Personnel
  2. Groundwater Monitoring Program Regulatory Fees
  3. Dam Safety & Operations Future Funding Strategy
  4. Salinas River Habitat Conservation Plan
  5. Property Management

6. Mussel Prevention Program
7. Regulatory/Legislative Activities

**Attachments:** [General Manager Report](#)

### **Committee Reports**

**13.** Committee Agenda's and Cancellation Notices for July and August 2025:

- Water Resources Agency Reservoir Operations Advisory Committee Cancellation Notice
- Water Resources Agency Finance Committee
- Water Resources Personnel and Administration Committee Cancellation Notice
- Water Resources Agency Basin Management Advisory Committee
- Water Resources Agency Planning Committee
- County of Monterey Legislative Committee Cancellation Notice
- County of Monterey Legislative Committee Special Meeting

**Attachments:** [ResOps July Cancellation Notice](#)  
[Final Finance Agenda August 1, 2025](#)  
[P&A Aug Cancellation Notice](#)  
[Final BMAC Agenda Aug 6, 2025](#)  
[Final Planning Agenda August 6, 2025](#)  
[MoCo Legislative Committee Cancellation Notice](#)  
[MoCo Legislative Committee Special Meeting Agenda Aug 14, 2025](#)

### **Information Items**

**14.** 2024 Groundwater Extraction Summary Report. (Staff: Amy Woodrow, Ricardo Carmona, Guillermo Diaz-Moreno, Riley Clark)

**Attachments:** [2024 Groundwater Extraction Summary Report](#)

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

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

### **Correspondence**

- 16.** 1. Email Correspondence dated June 20, 2025, to Chair and Directors, Salinas Valley Basin Groundwater Sustainability Agency (GSA) from Thomas S. Virsik, Attorney at Law re: Code of Conduct Values
2. Email Correspondence dated July 3, 2025, to Monterey County Water

Resources Agency Board of Directors from Christopher Bunn, President, Salinas Basin Water Alliance re: Concerns regarding Monterey County Water Resources Agency's April 2025 update to Historic Benefits Assessment of Water Infrastructure Projects for Salinas Valley.

3. Email Correspondence dated July 3, 2025, to Director Ekelund and Members of the Monterey County Water Resources Agency Board from Bill Lipe re: Revised Perspective on the San Antonio Spillway Replacement - A Data-Driven Commitment to Safety.

4. Email Correspondence dated July 16, 2025, to Clerk of the Boards from Bill Lipe re: Request for Electronic Distribution of Public Comment to Leadership Committee.

5. Letter dated July 23, 2025, to Cynthia Boe, Chief Executive Officer, Town Creek Association from Ara Azhderian, General Manager, Monterey County Water Resources Agency re: Mussel Prevention Program.

**Attachments:** [Email Code of Conduct 20June2025 Virisk](#)  
[Email Salinas Basin Water Alliance HBA Draft 070325](#)  
[Email Revised Perspective on the SA Spillway Replacement](#)  
[Email Request for Electronic Distribution of Public Comment 071625](#)  
[LTR WRA to Town Creek Association 072425](#)

### **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 25-123

August 18, 2025

**Introduced:** 8/11/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

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



# 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 25-124**

**August 18, 2025**

**Introduced:** 8/11/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Update on the Salinas River Operations Habitat Conservation Plan. (Presenter: Jason Demers)





# Salinas River Operations HCP

## MCWRA is currently working on the development of the Salinas River Operations Habitat Conservation Plan

- The completed HCP will include:
  - A revised flow prescription for operations of Nacimiento and San Antonio Dams
  - A sandbar management plan that addresses the needs of steelhead, tidewater goby, and western snowy plover at the Salinas River Lagoon
  - Operation and maintenance of select MCWRA facilities



# Salinas River Operations HCP

## Grant Funding

- 2019 Non-Traditional Section 6 HCP Grant
  - Awarded in Apr 2020
  - Funding agreement (Feb 2022 - Mar 2024)
- Proposition 1 Integrated Regional Water Management Implementation Grant
  - Awarded in Jul 2020
  - Funding agreement (Aug 2021 – Mar 2027)
- 2021 Non-Traditional Section 6 HCP Grant
  - Awarded in Oct 2021
  - Funding agreement (Apr 2022 – Nov 2025)





# Salinas River Operations HCP

## Progress to Date

- Technical studies, species surveys, and habitat model development have been completed
- Reservoir reoperation modeling has been completed
- Draft reoperation protocols have been completed
- Currently working to finalize the Covered Activities



# Salinas River Operations HCP

## Categories of Covered Activities

Water Supply and  
Flood  
Management  
Facilities

Water Supply and  
Flood  
Management  
Operations

Maintenance  
Activities

Other Agency  
Activities

Conservation  
Strategy





# Salinas River Operations HCP

## Water Supply and Flood Management Facilities

- The facilities used by the Agency to manage water supply and mitigate flood risk
  - Nacimiento Dam and associated facilities
  - San Antonio Dams and associated facilities
  - SRDF
  - CSIP distribution system
  - Flood conveyance pump stations
  - OSR slide gate
  - Potrero tide gates





# Salinas River Operations HCP

## Water Supply and Flood Management Operations

- The way the Agency operates facilities to manage water supply and mitigate flood risk
  - Storage and release of water from Nacimiento and San Antonio Reservoirs
    - Flood control
    - Conservation operations
    - Fish migration and habitat releases
  - SRDF impoundment and withdrawal
  - Distribution of water through CSIP system
  - Salinas Lagoon management
    - Slide gate operations
    - Sandbar management
  - Low flow and flood conveyance through the Reclamation Ditch and other waterways



# Salinas River Operations HCP

## Maintenance Activities

- Inspection, maintenance, repair, and replacement of Agency Facilities
  - Water supply and flood management facilities
    - Dams
      - Spillways structures and gates
      - Plunge pool
      - Low and high level outlets
      - Hydroelectric plant
    - OSR slide gate
    - Potrero tide gates
    - San Lorenzo Creek floodwall
  - Maintenance of roads, culverts, and levees
  - Sediment and vegetation management
  - Trash and debris removal





# Salinas River Operations HCP

## Other Agency Activities

- Single points, less programmatic activities that involve passive operation and less frequent maintenance
  - Gonzales Slough Pump Station
  - Bryant Canyon Channel
  - San Lorenzo Creek Floodwall
  - Moss Landing Tide Gates
  - Groundwater Monitoring Program
  - ALERT Flood Warning System
  - Grazing Leases



# Salinas River Operations HCP

## Conservation Strategy

- Activities related to the conservation strategy that are likely to result in incidental take of a covered species
  - Conservation strategy is under development but could include:
    - Mitigation projects
      - Habitat restoration or improvement
      - Invasive plant removal
      - Fish passage barrier removal
    - Monitoring activities
      - Fish and wildlife surveys
      - Fish capture and tagging



# Salinas River Operations HCP

## Next Steps

- Conservation strategy
  - Mitigation actions
  - Monitoring program
- Stakeholder engagement workshop (September 9<sup>th</sup>)
  - Reservoir reoperation protocols
  - Covered activities
- Administrative Draft HCP by EOY
  
- Funding Concerns
  - No Agency funds dedicated to HCP this FY
    - Consultant work pauses when current grant funding is exhausted
  - Grant application under review
    - Review and response to comments on admin draft
    - Environmental review
    - Uncertain award date
  - Need to develop long term implementation funding
    - HCP needs to be complete to develop an accurate cost estimate







# 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 25-125

August 18, 2025

**Introduced:** 8/11/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Update on the Salinas River Lagoon Slidegate Project. (Presenter: Elise Harden)





# Overview

1. NOAA Grant Overview
2. NOAA Regional Adaptation for Climate Resilience for Monterey Bay Coastal Communities Overview
3. Salinas River Lagoon/Old Salinas River Floodplain Resiliency and Connectivity Project
  - a) Slide Gate Overview
  - b) Design Considerations
4. Grant and Project Timeline

# NOAA Grant Overview

- NOAA Climate Resilience Regional Challenge
- Funding via 2023 Inflation Reduction Act (IRA)
- Total funds appropriated \$575 million
- Intent is to advance NOAA's efforts to build Climate-Ready Coasts
- Focus of the grant program is on collaborative projects that increase the resilience of coastal communities to extreme weather and other climate change impacts, including sea level rise and drought.
- Community engagement, regional coordination, and enduring capacity are also important components.

# NOAA Climate Resilience Regional Challenge - Award

## **Project Title:**

NOAA Regional Adaptation for Climate Resilience for Monterey Bay Coastal Communities

## **Grant Recipient:**

California Marine Sanctuary Foundation (CMSF)

Award: \$71,100,000

## **Grant term:**

10/1/2024 – 9/30/2029



# NOAA Regional Adaptation for Climate Resilience for Monterey Bay Coastal Communities

## Project specific focus:

Addresses the highest priority climate risks for California's Monterey Bay Region flooding and wildfires by implementing four integrated adaptation strategies:

- Regional Collaboration and Capacity Building
- Flood Risk Reduction
- Wildfire Risk
- Workforce Development

## Subproject:

Salinas River OSR Floodplain Resiliency and Connectivity Project



# Salinas River OSR Floodplain Resiliency and Connectivity Project



**Project specific award: \$1.2 million total**



# OSR Project Allocations

- Coastal Conservation & Research (CCR) subrecipient via CMSF of \$2.6 million
- MCWRA is a subrecipient via CCR of \$283,000 for administrative/staff time in support of the permit coordination, design and construction.
- Design and Construction via CCR
  - \$103,000 – Permit Coordination
  - \$820,000 – Design and Construction

Total Project Award: \$1.2 million

Other partners/subrecipients include California Coastal Wetlands Group (CCWG)

# OSR Slide Gate



# Scope of Work

## Task 1 – Project Administration

MCWRA efforts under Task 1 will include:

- Assist CCR in preparation of documents for procurement of contractors/consultants for project-specific tasks, e.g. Request for Proposals and service agreements.
- Prepare and submit quarterly invoices and progress reports.
- Participate in meetings with CCR, CCWG, or NOAA grant team on project-specific topics.
- Conduct QA/QC on deliverables as listed in Task 2.

## Task 2 – Upgrade hydrologic control structures

MCWRA efforts under Task 2 will include:

- Subtask 2.1 – Permit Coordination
  - Identify necessary permit requirements, in coordination with CC&R and CCWG, for Subtasks 2.4 and 3.2. Integrate or align permitting efforts with the Salinas River Operations Habitat Conservation Plan, to the extent feasible.
  - Complete a contract with a permit coordination consultant.
  - Oversee required public outreach associated with permitting, as applicable.
  - Coordinate with NOAA grant team on environmental compliance.
  - Apply for and obtain permits necessary to complete construction, grading, and wetland restoration activities.

# Scope of Work

- Subtask 2.3 – Design of new water control structures
  - Complete a Request for Bid process for design and construction work on the water control structures.
  - Retain a Water Control Engineer Contractor to complete design work for new or upgraded water control structures.
  - Review HEC-RAS fluvial modeling results produced in Subtask 2.2 to inform anticipated changes in conditions related to flow capacity and/or sea level rise in and around the Salinas River Lagoon.
  - Complete a comprehensive evaluation of the existing condition of the control structure.
  - Coordinate with Water Control Engineer Contractor to develop 100% design documents for new or upgraded water control structures.
- Subtask 2.4 – Construct/upgrade control structure
  - Working with the Water Control Engineer Contractor selected for Subtask 2.3, complete construction of activities identified in the 100% design.
  - Obtain a final as-built design of upgraded control structure and documentation of all activities.

# Design Criteria and Considerations

- Infrastructure Resilience
- Fish passage
- Maintenance Access and Safety
- Actuator operation
- Slide gate design
- Debris and sediment
- Wave run up
- Erosion protection
- Remote Operation/SCADA



# Project / Grant Timeline

- Environmental Permitting: 2024 - 2025
- Engineering Design: 2025 – 2027
- Project Construction: 2027 – 2029

Grant Term: October 1, 2024 – September 30, 2029



# QUESTIONS





# County of Monterey

## Item No.4

### Board Report

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

Legistar File Number: WRAG 25-117

August 18, 2025

**Introduced:** 8/1/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Approve the Action Minutes of the Board of Directors meetings held on May 19, 2025, June 16, 2025; Special Board of Directors meetings held on June 13, 2025, July 9, 2025.

# County of Monterey

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



## Meeting Minutes

**Monday, May 19, 2025**

**12:00 PM**

**REVISED AGENDA - ADDENDUM/SUPPLEMENTAL - Addition to  
Correspondence**

**Join via Zoom at <https://montereycty.zoom.us/j/99769079850> or BoS  
Chambers 168 W. Alisal 1st Fl., Salinas, Ca 93901**

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

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

**Participacion en Reuniones:**

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

- 1. Podar asistir personalmente a la reunion; o,**
- 2. Asistir por Zoom (informacion a continuacion), que observe la transmisión de la reunión de la Junta Directiva en vivo por [http://monterey.granicus.com/ViewPublisher.php?view\\_id=19](http://monterey.granicus.com/ViewPublisher.php?view_id=19) o <http://www.mgtvonline.com/>**
- 3. Para participar for ZOOM, por favor únase for audio de computadora por:  
[https://montereycty.zoom.us/j/997 6907 9850](https://montereycty.zoom.us/j/99769079850)**

**O para participar for teléfono, llame a culquiera de los números a continuación:**

- +1 669 900 6833 US (San Jose)**
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- 4. Si prefiere no asistir a la reunión de la Junta Directiva pero desea hacer un comentario sobre algún tema específico de la agenda, por favor envíe su comentario por correo electrónico antes de las 5:00 p.m. el Viernes antes de la reunion.. Envíe su comentario al Secretario de la junta al correo electronico [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov) mailto:WRAPubliccomment@countyofmonterey.gov Para ayudar al Secretario a identificar el**

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

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

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

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

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

The meeting was called to order at 12:03 p.m.

**Roll Call**

**Present:** Mike LeBarre, Matt Simis, Mark Gonzalez, Deidre Sullivan, Ken Ekelund, Mike Scattini (arrived at 12:03 p.m.), John Baillie  
**Absent:** Jason Smith, Jon Conatser

**Public Comments on Closed Session Items**

**None**

1. Closed Session under Government Code section 54950, relating to the following items:
  - a. Pursuant to Government Code section 54956.9(d)(2) and (d)(4), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and the potential initiation of litigation.

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

**Recess to Closed Session**

**None**

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

The meeting reconvened at 1:04 p.m.

**Pledge of Allegiance**

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

**Public Comment**

None

**Presentations**

**Board of Directors Comments: None**

**Public Comments: Nancy Isakson**

2. Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades. (Presenter: Shaunna Murray)

**Attachments:**     [CSIP Optimization Project Update PPT](#)

**Consent Calendar**

Upon Motion by Director John Baillie and Second by Mark Gonzalez the Board approved the Consent Calendar.

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

**Noes: None.**

**Absent: Jason Smith, Jon Conatser**

**Abstained: None**

**Recused: None.**

**Board of Director Comments: None.**

**Public Comments: None.**

3. Approve the Action Minutes of the Board of Directors meeting held on April 21, 2025.

**Attachments:**     [draft BoD Minutes April 21, 2025](#)

4. Receive the Monterey County Water Resources Agency FY 2024-25 Financial Status Report through March 31, 2025. (Staff: Nan K. Kim)

**Attachments:**    [Board Report](#)  
                              [FY25 Monthly Reports](#)  
                              [Board Order](#)

5. Recommend the Monterey County Water Resources Agency Board of Supervisors approve a Request for Bids Package (“RFB”) including Plans and Technical Specifications for the repairs to Nacimiento Dam’s South Access Road and authorize the General Manager to solicit bids for award of a contract for the project’s construction. (Staff: Mark Foxworthy)

**Attachments:**    [Board Report](#)  
                              [Draft RFB 25-002](#)  
                              [Draft Technical Specifications](#)  
                              [Board Order](#)

**Action Items**

6. Consider recommending that the Monterey County Water Resources Agency Board of Supervisors:
- a. Approve Amendment No. 4 to the 2015 Amended and Restated Water Recycling Agreement with Monterey One Water for changes in Section 7 and Section 8, related to Payments, Accounting Systems and Reports; and
  - b. Request the Chair of the Monterey County Water Resources Agency Board of Supervisors to execute the Amendment. (Staff Presenting: Shaunna Murray)

**Attachments:**    [Board Report](#)  
                              [DRAFT ARWRA Amend #4](#)  
                              [Amended & Restated Water Recycling Agreement](#)  
                              [GPP Audit](#)  
                              [ARWRA Amend. No. 4 PPT](#)  
                              [Board Order](#)

**Upon Motion by Director Mark Gonzalez and Second by Deidre Sullivan the Board recommended that the Monterey County Water Resources Agency Board of Supervisors:**

- a. Approve Amendment No. 4 to the 2015 Amended and Restated Water Recycling Agreement with Monterey One Water for changes in Section 7 and Section 8, related to Payments, Accounting Systems and Reports; and**
- b. Request the Chair of the Monterey County Water Resources Agency Board of Supervisors to execute the Amendment.**

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

**Board of Director Comments:** Ken Ekelund  
**Public Comments:** Norm Groot

7. Consider approving Amendment No.2 to the agreement for Professional Services with FISHBIO to extend the term length by three years to June 30, 2028, to perform fish monitoring services within the Salinas and Gabilan Watersheds as necessary; amend Exhibit B to reflect 2025 billing rates; and authorize the General Manager to execute the amendment. (Staff Presenting: Amy Woodrow)

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

**Upon Motion by Director Ken Ekelund and Second by Mark Gonzalez the Board approved Amendment No.2 to the agreement for Professional Services with FISHBIO to extend the term length by three years to June 30, 2028, to perform fish monitoring services within the Salinas and Gabilan Watersheds as necessary; amend Exhibit B to reflect 2025 billing rates; and authorize the General Manager to execute the amendment.**

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

**Board of Director Comments:** John Baillie, Ken Ekelund  
**Public Comments:** Bill Lipe

8. Consider authorizing the Monterey County Water Resources Agency to enter into an agreement with Coastal Conservation and Research to receive \$283,462 in funding for the Regional Adaptation for Climate Resilience of Monterey Bay Coastal Communities Project; and authorizing the Monterey County Water Resources Agency General Manager, or designee, to execute and manage the agreement and any amendments thereto and take such other actions as necessary and appropriate to comply with funding requirements. (Staff Presenting: Amy Woodrow)

**Attachments:**    [Board Report](#)  
                          [CMSF Press Release](#)  
                          [CCR Cost-Reim Subaward MCWRA](#)  
                          [Board Order](#)

**Upon Motion by Director Deidre Sullivan and Second by Ken Ekelund the Board authorized the Monterey County Water Resources Agency to enter into an agreement with Coastal Conservation and Research to receive \$283,462 in funding for the Regional Adaptation for Climate Resilience of Monterey Bay Coastal Communities Project; and authorizing the Monterey County Water Resources Agency General Manager, or designee, to execute and manage the agreement and any amendments thereto and take such other actions as necessary and appropriate to comply with funding requirements**

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

Noes: None.

Absent: Jason Smith, Jon Conatser

Abstained: None

Recused: None.

Board of Director Comments: Deidre Sullivan, Mike Scattini,

Public Comments: None

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

9. May, June and July 2025 Calendars.

**Attachments:** [May 2025](#)

[June 2025](#)

[July 2025](#)

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

- 10.
- Personnel
  - Groundwater Monitoring Program Regulatory Fee
  - Nacimiento Emergency Action Plan Functional Exercise
  - Monterey One Water Reconciliation Process
  - Pajaro Regional Flood Management Agency
  - Strategic Planning
  - Association of California Water Agencies
  - Regulatory/Legislative Activities
  - Other

### **Committee Reports**

11. Committee Agenda's and Cancellation Notices for April and May 2025:
- Water Resources Agency Reservoir Operations Advisory Committee
  - Water Resources Personnel and Administration Committee Cancellation Notice
  - Water Resources Agency Finance Committee
  - Water Resources Agency Basin Management Advisory Committee
  - Water Resources Agency Planning Committee Cancellation Notice
  - Joint Water Resources/Board of Supervisors Leadership Committee Rescheduling Notice

**Attachments:**    [Final ResOps Agenda April 24, 2025](#)  
[Final Finance Agenda May 2, 2025](#)  
[P&A May Cancellation Notice](#)  
[Final BMAC Agenda May 7, 2025](#)  
[Planning May Cancellation Notice](#)  
[JBL May Reschedule Notice](#)

**Information Items**

- 12.** Salinas Valley Water Conditions Report: Second Quarter of Water Year 2024-2025. (Staff: Amanda Cusenza, Guillermo Diaz-Moreno and Amy Woodrow)

**Attachments:**    [Quarterly Report 2ndQtr WY25](#)

**Correspondence**

- 13.**
1. Letter dated May 1, 2025, to Carol Jacobs, Baker Tilly Advisory Group from Ara Azhderian, General Manager Monterey County Water Resources Agency RE: Termination of Baker Tilly Advisory Group, LP Agreement for Strategic Planning Services.
  2. Letter dated April 25, 2025, to Mike LeBarre, Chair Monterey County Water Resources Board of Directors from Thomas S. Virsik Attorney at Law RE: Conflict of Interest - “public generally” exception.
  3. Letter dated April 25, 2025 to Directors Michael Scattini, John Baillie, Matt Simis, Monterey County Water Resources Agency from Christopher B. Burton Assistant Chief, Enforcement Division FPPC RE: FPPC Complaint No. COM-04222025-01091; Matt Simis, Michael Scattini, John Baillie, Monterey County Water Resources Agency.
  4. Letter dated April 29, 2025 to Christopher B. Burton State of California Fair Political Practices Commission from: Ara Azhderian, General Manager Monterey County Water Resources Agency RE: FPPC Complaint No. COM-04222025-01091; Matt Simis, Michael Scattini, John Baillie, Monterey County Water Resources Agency.
  5. Letter dated April 29, 2025, to FPPC, Enforcement Division from William O. Lipe RE: FPPC Complaint No. COM-04222025-01091 Monterey County Water Resources Agency - Board Member Participation in Zone 2B / CSIP Water Delivery Charge Decisions.
  6. Email dated April 29, 2025 to FPPC, Enforcement Division from William O. Lipe RE: Supplemental Submission - FPPC Complaint No. COM-04222025-01091.
  7. Letter dated May 2, 2025 to Directors Michael Scattini, John Baillie, Matt Simis, Monterey County

Water Resources Agency from Christopher B. Burton Assistant Chief, Enforcement Division RE: FPPC Complaint No. COM-04222025-01091; Matt Simis, Michael Scattini, Jon Baillie, Monterey County Water Resources Agency.

8. Letter dated May 2, 2025 to William Lipe from Christopher B. Burton Assistant Chief, Enforcement Division RE: FPPC Complaint No. COM-04222025-01091; Matt Simis, Michael, Scattini, John Baillie, Monterey County Water Resources Agency.

**Attachments:**    [LTR Baker Tilly Advisory Group, LP](#)  
[LTR Virsik RE: MCWRA BOD Comment](#)  
[LTR FPPC Notice of Complaint against WRA Directors](#)  
[LTR MCWRA to FPPC RE 04-25-25 Notice of Complaint](#)  
[W. Lipe Supplemental Rebuttal Letter RE WRA 04.29.2025 LTR](#)  
[LTR William Lipe FPPC Supplemental Submission email](#)  
[LTR FPPC to Lipe RE Lipe Complaint](#)  
[LTR FPPC to Respondents RE Lipe Complaint](#)

### **Board of Directors Comments**

Mark Gonzalez

### **Adjournment**

The meeting adjourned at 2:05 p.m.

14. Water Resources Agency Board of Directors Addenda/Revisions to Correspondence on May 19, 2024:

9. Email dated April 22, 2025 to Mike LeBarre, Chair Monterey County Water Resources Board of Directors from Thomas S. Virsik Attorney at Law RE: April 21, 2025, Board of Directors Meeting.

**Attachments:**    [LTR Virsik MCWRA BOD Comment April 21, 2025](#)

# County of Monterey

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



## Meeting Minutes

**Monday, June 16, 2025**

**12:00 PM**

**Join via Zoom at <https://montereycty.zoom.us/j/99769079850> or BoS  
Chambers 168 W. Alisal 1st Fl., Salinas, Ca 93901**

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

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

**Participation in meetings:**

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

1. You may attend in person
2. Attend via Zoom (info below) or observe the live stream of the Board of Directors meetings at [http://monterey.granicus.com/ViewPublisher.php?view\\_id=19](http://monterey.granicus.com/ViewPublisher.php?view_id=19) or <http://www.mgtvonline.com/>
3. For ZOOM participation please join by computer audio at: <https://montereycty.zoom.us/j/99769079850>

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

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- +1 346 248 7799 US (Houston)
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Enter this Meeting ID number: 997 6907 9850 when prompted. Please note there is no Participant Code, you will just press # again after the recording prompts you.

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- 3. Para participar for ZOOM, por favor únase for audio de computadora por:  
[https://montereycty.zoom.us/j/997 6907 9850](https://montereycty.zoom.us/j/99769079850)**

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

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

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

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

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

**Roll Call**

Present: Mike LeBarre, Matt Simis, Mark Gonzalez, Deidre Sullivan, Ken Ekelund, Mike Scattini (arrived at 12:03 p.m.), Jason Smith (arrived at 12:05 p.m.), John Baillie, Jon Conatser.  
Absent: None

**Pledge of Allegiance**

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

**Public Comment**

None.

**Presentations**

1. 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan (GSP) 2025 Evaluation. (Presenter: Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA))

**Attachments:**     [180/400 FT. GSP 5-Year Evaluation PPT](#)

Board of Directors Comments: Mike Scattini, John Baillie, Ken Ekelund, Matt Simis, Deidre Sullivan, Mark Gonzalez, Mike LeBarre  
Staff Comments: Abby Ostovar (SVBGSA), Ara Azhderian  
Public Comments: Christopher Bunn, Thomas Virsik

2. Carr Lake Restoration Project Updates. (Presenter: Big Sur Land Trust)

**Attachments:**     [Carr Lake PPT](#)

**Board of Directors Comments:** Ken Ekelund, Deidre Sullivan, Mike Scattini, Mark Gonzalez, Mike LeBarre

**Staff Comments:** None

**Public Comments:** Mike McCollough

### **Consent Calendar**

**Upon Motion by Director John Baillie and Second by Director Mark Gonzalez the Board approved the Consent Calendar.**

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

**Noes:** None.

**Absent:**

**Abstained:** None

**Recused:** None.

**Board of Director Comments:** None.

**Public Comments:** None.

3. Approve Amendment No. 2 to the Agreement for Professional Services with E2 Consulting Engineers, Inc. to extend the terms of the Agreement to June 30, 2028, to provide hydraulic modeling, analysis, and engineering services for the Castroville Seawater Intrusion Project's distribution system; and Authorize the General Manager to execute the amendment. (Staff: Guillermo Alvarez)

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

4. Approve Amendment No. 1 to the Agreement for Professional Services with GEI Consultants, Inc., to extend the terms of the Agreement to June 30, 2028, to provide engineering, permitting, and environmental services related to the design and permitting for repairs of the Agency's Moss Landing Tide Gate Facility; and authorize the General Manager to execute the amendment. (Staff: Guillermo Alvarez)

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

5. Approve the purchase order for three intake valve actuators in the amount of \$103,000, to be installed at Nacimiento Dam's Low Level Intake Chamber; and authorize the General Manager to execute the Purchase Order.

(Staff: Mark Foxworthy)

**Attachments:**    [Board Report](#)  
[Agency's Actuator Price Quote Request](#)  
[Intake Valve Actuators Price Quote](#)  
[Agreement No. 4600015276](#)  
[Agreement No. 4600015276-Amend No.1](#)  
[Board Order](#)

6. Approve Amendment No. 2 to the Professional Services Agreement with JDH Corrosion Consultants, Inc., to increase the dollar amount by \$150,000 for a total contract amount not-to-exceed \$323,780 and extend the term of the Agreement to June 30, 2028, to provide cathodic protection engineering services for the Castroville Seawater Intrusion Project (CSIP); and authorize the General Manager to execute the Amendment. (Staff: Manuel Saavedra)

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

7. Approve Amendment No. 1 to the Joint Funding Agreement with United States Department of the Interior: United States Geological Survey to increase the dollar amount by \$19,030 for a new contract total not to exceed \$249,090 to accommodate installation of a stream gage on the Salinas River at King City and operation and maintenance of said gage for the remainder of the contract term; and authorize the General Manager to execute Amendment No. 1.  
(Staff: Joseph Klein)

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

**Action Items**

Upon Motion by Director Mark Gonzalez and Second by Director Mike Scattini the Board adopted a Resolution to nominate Director LeBarre an Agency representative to serve on the Association of California Water Agencies (ACWA) Region 5 Board of Directors. .

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

**Noes:** None.

**Absent:** None

**Abstained:** None

**Recused:** None.

**Board of Director Comments: None.**  
**Public Comments: None.**

8. Consider adopting a Resolution to nominate an Agency representative to serve on the Association of California Water Agencies (ACWA) Region 5 Board of Directors.

**Attachments:** [Board Report](#)  
[ACWA Call for Candidate Nominations Memo](#)  
[ACWA Election25 Authorized Voting Rep. Form](#)  
[Resolution](#)

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

9. June, July and August 2025 Calendars.

**Attachments:** [June 2025](#)  
[July 2025](#)  
[August 2025](#)

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

**Board of Directors Comments: John Baillie**  
**Staff Comments: Jason Demers**  
**Public Comments: None**

10.
  1. GM Report
  2. Comparison of May & June ARWRA Section 7&8
  3. 2025-05-19 FINAL Coalition letter
  4. 2025-06-12 WRA to Sen. Padilla

**Attachments:** [GM Report](#)  
[DRAFT ARWRA Amend #4 \(MAY 2025\)](#)  
[DRAFT ARWRA Sections 7&8 Redline \(JUNE 2025\)](#)  
[FINAL Coalition Comment Letter ESA Harm Rule](#)  
[WRA to Sen Padilla RE SUPPORT for the Nacimiento and San Antonio Dams](#)

### **Committee Reports**

11. Committee Agenda's and Cancellation Notices for May and June 2025:
- Water Resources Agency Reservoir Operations Advisory Committee
  - Water Resources Personnel and Administration Committee Cancellation Notice
  - Water Resources Agency Finance Committee
  - Water Resources Agency Basin Management Advisory Committee Cancellation Notice

- Water Resources Agency Planning Committee
- Joint Water Resources/Board of Supervisors Leadership Committee Rescheduling Notice
- County of Monterey Legislative Committee Cancellation Notice

**Attachments:**    [Final ResOps Agenda May 29, 2025](#)  
[Final P&A Agenda June 6, 2025](#)  
[Final REVISED Finance Agenda June 6, 2025](#)  
[BMAC Cancellation Notice June 4, 2025](#)  
[Final Planning Agenda June 4, 2025](#)  
[JBL June Reschedule Notice](#)  
[Legislative Committee Cancellation Notice June 9, 2025](#)

### **Information Items**

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

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

### **Correspondence**

13. 1. Letter dated May 19, 2025, to Gina Shultz, Acting Assistant Director for Ecological Services U.S. Fish and Wildlife Service, from Stephanie Knight-Dubien Agribusiness and Water Council of Arizona Jim Boyle, President Arizona Dairy Producers Trade Association; Ian Lyle, Director of Federal Relations Association of California Water Agencies Patrick Bray, Executive Arizona Farm and Ranch Group Curtis Lutje, President California Agricultural Irrigation Association Kari Fisher, Senior Director & Counsel, Legal Advocacy California Farm Bureau Beverly Idsinga, Executive Director Dairy Producers of New Mexico; Mike Kohler, Executive Director Dairy Producers of Utah Ken Curtis, General Manager, Dolores Water Conservancy District (COLORADO), Dan Keppen, Executive Director Family Farm Alliance, Nadine Bailey, Chief Operations Officer Family Water Alliance (CALIFORNIA), Johnny Amaral, Chief Operating Officer and Chief of External Affairs Friant Water Authority (CALIFORNIA), Rick Naerebout, Chief Executive Officer Idaho Dairyman's Association, Inc., Paul Arrington, Executive Director & General Counsel Idaho Water Users Association, Neil Maunu Inland Ports and Navigation Group, Janet Bailey, CEO Kansas Dairy Association, Urban Eberhart, General Manager Kittitas Reclamation District (WASHINGTON), Kelley Minty, Chair Klamath County Board of Commissioners (OREGON), Gene Souza, Executive Director Klamath Irrigation District (OREGON), Elizabeth Neilsen, Executive Director Klamath Water Users Association (CALIFORNIA / OREGON), Kevin Abernathy, General Manager Milk Producers Council (CALIFORNIA); Ned Coe, Chairman Modoc County Board of Supervisors (CALIFORNIA), Ara Azhderian, General Manager Monterey County Water Resources Agency (CALIFORNIA), Paul Bleiberg, Executive Vice President, Government Relations National Milk

Producers Federation, Greg Morrison, Executive Vice-President National Water Resources Association; Tammy L. Dennee, CMP, CAE - Executive Director Oregon Cattlemen's Association; Jeff Stone, Executive Director Oregon Association of Nurseries 6; Greg Addington, Executive Director Oregon Farm Bureau; April Snell, Executive Director Oregon Water Resources Association; Tami Kerr, Executive Director Oregon Dairy Farmers Association; Garrett Edmonds, Director Public Lands Council; William Duncan, President Savery-Little Snake River Conservancy District (WYOMING); Nick Grounds, Manager Shasta View & Malin Irrigation Districts (OREGON) Nancy Ogren, Chair Siskiyou County Board of Supervisors (CALIFORNIA); Craig Caballero, Chief Executive Officer United Dairymen of Arizona; Mauricio Guardado, General Manager United Water Conservation District (CALIFORNIA); Mike Kohler, Executive Director Utah Dairymen's Association Dan Wood, Executive Director; Washington State Dairy Federation; John Stuhlmiller, Executive Director Washington State Water Resources Association; Dennis Nuxoll, Vice President, Federal Government Affairs Western Growers Association; Mark Herke, President Yakima-Klickitat Farm Association (WASHINGTON) Re: Agency Proposed Rule Rescinding the Definition of "Harm" Under the ESA Docket ID: FWS-HQ-ES-2025-0034

2. Letter dated April 29, 2025, to Shaunna Murray, Deputy General Manager from Mark and Maggie Vock re: Roads surrounding Lake Nacimiento.

3. Email Correspondence dated June 11, 2025, to Board of Directors, Monterey County Water Resources Agency from Bill Lipe re: Public Comment: Item 2.4 - In Support of Advisory Committee Reforms and Procedural Integrity.

4. Email Correspondence dated June 11, 2025, to Chair Cremers and Board of Directors, SVBGSA and Monterey County Water Resources Agency from Bill Lipe re: Public Comment: Item 2.4 - In Support of Advisory Committee Reforms and Procedural Integrity. (Revised)

5. Email Correspondence dated June 11, 2025, Board of Directors, Monterey County Water Resources Agency from Bill Lipe re: Agenda Item 2.5 - AB 1413 (Papan): Sustainable Groundwater Management Act - Groundwater Adjudication.

**Attachments:**     [Western Ag-Irrigation Coalition LTR RE ESA Harm Rule 051925](#)  
[Margie & Mark Vock RE: Roads Lake Nacimiento LTR 042925](#)  
[Email Public Comment RE: In Support of Advisory Committee Reforms](#)  
[Email Public Comment RE: In Support of Advisory Committee Reforms](#)  
[Email RE: AB 1413 \(Papan\) Sustainable Groundwater Management Act](#)

### **Board of Directors Comments**

### **Adjournment**

The meeting adjourned at 1:43p.m.

# County of Monterey

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



## Meeting Minutes

**Friday, June 13, 2025**

**11:00 AM**

**SPECIAL MEETING**

**Join via Zoom at <https://montereycty.zoom.us/j/99769079850> or Cayenne  
Room 1441 Schilling Place, Salinas, Ca 93901**

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

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

**Participation in meetings:**

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

1. You may attend in person
2. Attend via Zoom (info below) or observe the live stream of the Board of Directors meetings at [http://monterey.granicus.com/ViewPublisher.php?view\\_id=19](http://monterey.granicus.com/ViewPublisher.php?view_id=19) or <http://www.mgtvonline.com/>
3. For ZOOM participation please join by computer audio at: <https://montereycty.zoom.us/j/99769079850>

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

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

Enter this Meeting ID number: 997 6907 9850 when prompted. 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.

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

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

**Participacion en Reuniones:**

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

- 1. Podar asistir personalmente a la reunion; o,**
- 2. Asistir por Zoom (informacion a continuacion), que observe la transmisión de la reunión de la Junta Directiva en vivo por [http://monterey.granicus.com/ViewPublisher.php?view\\_id=19](http://monterey.granicus.com/ViewPublisher.php?view_id=19) o <http://www.mgtvonline.com/>**
- 3. Para participar for ZOOM, por favor únase for audio de computadora por:  
[https://montereycty.zoom.us/j/997 6907 9850](https://montereycty.zoom.us/j/99769079850)**

**O para participar for teléfono, llame a culquiera de los números a continuación:**

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

**Cuando se le solicite, ingrese este número de reunión: 997 6907 9850. Por favor tenga en cuenta que no hay código de participante, simplemente presione # nuevamente después de que la grabación se lo indique.**

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

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

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

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

**Call to Order at 11:00 A.M.**

The meeting was called to order at 11:03 a.m.

**Roll Call**

**Present:** Mike LeBarre, Matt Simis, Deidre Sullivan, Ken Ekelund, Mike Scattini, Jon Conaster.  
**Absent:** Mark Gonzalez, Jason Smith, John Baillie

**General Public Comment**

None.

**Public Comments on Closed Session Items**

None.

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

- a. Pursuant to Government Code section 54957(b)(1), the Board will provide a performance evaluation for the General Manager.

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

**No reportable items to report out from Closed Session.**

**Recess to Closed Session**

**Adjournment**

The meeting adjourned at 11:04 p.m.

# County of Monterey

*Saffron Room  
1441 Schilling Place  
Salinas, Ca 93901*



## Meeting Minutes

**Wednesday, July 9, 2025**

**10:00 AM**

### **SPECIAL BOARD OF DIRECTORS WORKSHOP**

**Join via Zoom: <https://montereycty.zoom.us/j/91329464052> or Saffron  
Room 1441 Schilling Place, Salinas Ca 93901.**

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

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

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[pwd=4uCLbT1XxkrvfUD17AOGxoA1WwluBY.1 &from=addon](https://montereycty.zoom.us/j/91329464052?pwd=4uCLbT1XxkrvfUD17AOGxoA1WwluBY.1&from=addon)

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

[https://montereycty.zoom.us/j/91329464052?pwd=4uCLbT1XxkrvfUD17AOGxoA1WwluBY.1 &from=addon](https://montereycty.zoom.us/j/91329464052?pwd=4uCLbT1XxkrvfUD17AOGxoA1WwluBY.1&from=addon)

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+1 301 715 8592 US

Enter this Meeting ID number: 913 2946 4052 Password: 019092 when prompted.

You will be placed in the meeting as an attendee; when you are ready to make a public comment if joined by computer audio please Raise your Hand; and by phone please push \*9 on your keypad.

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

4. If you choose not to attend the Board of Directors meeting but wish to make a comment on a specific agenda item, please submit your comment via email by 5:00 p.m. on the Friday before the meeting.. Please submit your comment to the Secretary of the Board at [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov)

<mailto:WRAPubliccomment@countyofmonterey.gov> In an effort to assist the Secretary in identifying the agenda item relating to your public comment please indicate in the Subject Line, the meeting body (i.e. Board of Directors Agenda) and item number (i.e. Item No. 10). Your comment will be placed into the record at the Board meeting.

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número de artículo (es decir, el Artículo No. 10). Su comentario se colocará en el registro de la reunión de esta Junta.

### **Call to Order at 10:00 A.M.**

The meeting was called to order at 10:07 a.m.

### **Roll Call**

**Present:** Matt Simis, Mark Gonzalez (left meeting at 11:57 a.m.), Ken Ekelund, Mike Scattini, Jason Smith.

**Absent:** Mike LeBarre, Deidre Sullivan, John Baillie, Jon Conatser.

### **Pledge of Allegiance**

### **Scheduled Items**

**Director Comments:** Mark Gonzalez, Mike Scattini, Ken Ekelund, Jason Smith.

**Staff Comments:** Ara Azhderian, Amy Woodrow

**Public Comments:** Norm Groot, Nancy Isakson, Marieke Desmond, Thomas Virsik, Bill Lipe, Christopher Bunn, Bob Abrams, Steve McIntyre, Claire Sheridan, Matt Baillie.

Hold a public workshop on Agency's Dam Safety and Operations Financial Strategy:

- Review update of future Dam Safety Projects
- Review status of current California Grant Funded Dam Safety Projects
- Review 2025-26 Fiscal-Year Dam Safety & Operations Budget (Fund 116)
- Review of the Agency's Existing Debt Obligations and updated Long-Range Financial Plan Model
- Review future Dam Safety & Operations funding strategy alternatives

**Attachments:**     [HBA Update Report Final April 2025](#)  
[Economic Benefits MCWRA Investments Water Projects SV](#)  
[Draft ILT and SA Spillway Modification Engineers Report \(1\)](#)

### **Public Comment**

### **Board of Directors Comments**

### **Adjournment**

The meeting adjourned at 12:31 p.m.



# County of Monterey

**Item No.5**

## Board Report

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

**Legistar File Number: WRAG 25-134**

**August 18, 2025**

**Introduced:** 8/13/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Recommend that the Monterey County Water Resources Agency Board of Supervisors approve and authorize the Monterey County Water Resources Agency General Manager to execute a quitclaim deed and any other associated documents to remove a flow ditch easement on a portion of property to the Big Sur Land Trust for the Carr Lake Restoration Project in the City of Salinas. (Staff: Jennifer Bodensteiner)

### RECOMMENDATION:

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

Recommend that the Monterey County Water Resources Agency Board of Supervisors approve and authorize the Monterey County Water Resources Agency General Manager to execute a quitclaim deed and any other associated documents to remove a flow ditch easement on a portion of property to the Big Sur Land Trust for the Carr Lake Restoration Project in the City of Salinas.

### SUMMARY/DISCUSSION:

The Big Sur Land Trust ("BSLT") is owner and representative of the 73-acre properties, in Carr Lake, and are requesting the Monterey County Water Resources Agency ("MCWRA") to quitclaim the portion of flow ditch easement lying on Assessor Parcel Numbers 261-191-001-000, 003-212-007-000 and 261-191-007-000, as shown colored in hatched on Exhibit "B".

The BSLT has requested the quitclaim of the 30-foot wide flow easement to construct the Carr Lake Restoration Project ("Project") which includes the proposal to build and maintain a multi-benefit park and open space and restore riparian and wetland habitat.

The request for the quitclaim of the flow ditch easement can be granted since the easements are no longer being utilized by MCWRA and its retention is no longer necessary. MCWRA has no objection to the easement being quitclaimed.

The 30-foot wide flow ditch easement being quitclaimed was dedicated by and described in the deed to Reclamation District Number 1665, dated October 1, 1917, and recorded in the Official Records recorded on March 2, 1918, in Volume 156 of Deeds at Page 211, in the office of the County Recorder of Monterey County.

The MCWRA staff recommends the quitclaim for the existing maintenance easement, thus relieving the MCWRA of responsibility to maintain a portion of the ditch to be removed because of the BSLT restoration design. The flow ditch will be physically removed and the said

easement in this portion of canal is no longer necessary allowing BSLT to construct an appropriate project to restore historic habitat in Carr Lake.

The MCWRA and BSLT have been communicating on the Project and the easement since June 25, 2021, and the Initial Study/Mitigated Negative Declaration was received and reviewed by MCWRA which was found acceptable. BSLT provided the quitclaim deed and an informational presentation for the Project at the MCWRA Board of Directors June 2025 meeting.

The MCWRA staff has determined that the quitclaim deed and removal of a portion of easement for the Project has a negligible effect on existing facilities and results in no expansion of use to lands, which qualifies as Class 1 categorical exemption respectively pursuant to CEQA Guidelines Section 15301 (c) - existing facilities for the purpose of public safety - no expansion of use; and there are no exemptions pursuant to CEQA Guidelines CCR Section 15300.2.

OTHER AGENCY INVOLVEMENT:

BSLT and County Counsel's Office.

FINANCING:

FY 2025-26 Adopted Budget of Zone 9 Reclamation Ditch (Fund 122) has sufficient appropriations to fund the preparation and execution of the quitclaim deed.

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

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

Attachments:

1. Quitclaim deed
2. Public Draft, City of Salinas Carr Lake BSLT IS/MND comments dated June 25, 2021
3. 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 25-134**

**August 18, 2025**

**Introduced:** 8/13/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Recommend that the Monterey County Water Resources Agency Board of Supervisors approve and authorize the Monterey County Water Resources Agency General Manager to execute a quitclaim deed and any other associated documents to remove a flow ditch easement on a portion of property to the Big Sur Land Trust for the Carr Lake Restoration Project in the City of Salinas.

RECOMMENDATION:

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

Recommend that the Monterey County Water Resources Agency Board of Supervisors approve and authorize the Monterey County Water Resources Agency General Manager to execute a quitclaim deed and any other associated documents to remove a flow ditch easement on a portion of property to the Big Sur Land Trust for the Carr Lake Restoration Project in the City of Salinas.

SUMMARY/DISCUSSION:

The Big Sur Land Trust (“BSLT”) is owner and representative of the 73-acre properties, in Carr Lake, and are requesting the Monterey County Water Resources Agency (“MCWRA”) to quitclaim the portion of flow ditch easement lying on Assessor Parcel Numbers 261-191-001-000, 003-212-007-000 and 261-191-007-000, as shown colored in hatched on Exhibit “B”.

The BSLT has requested the quitclaim of the 30-foot wide flow easement to construct the Carr Lake Restoration Project (“Project”) which includes the proposal to build and maintain a multi-benefit park and open space and restore riparian and wetland habitat.

The request for the quitclaim of the flow ditch easement can be granted since the easements are no longer being utilized by MCWRA and its retention is no longer necessary. MCWRA has no objection to the easement being quitclaimed.

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The MCWRA and BSLT have been communicating on the Project and the easement since June 25, 2021, and the Initial Study/Mitigated Negative Declaration was received and reviewed by MCWRA which was found acceptable. BSLT provided the quitclaim deed and an informational presentation for the Project at the MCWRA Board of Directors June 2025 meeting.

The MCWRA staff has determined that the quitclaim deed and removal of a portion of easement for the Project has a negligible effect on existing facilities and results in no expansion of use to lands, which qualifies as Class 1 categorical exemption respectively pursuant to CEQA Guidelines Section 15301 (c) - existing facilities for the purpose of public safety - no expansion of use; and there are no exemptions pursuant to CEQA Guidelines CCR Section 15300.2.

OTHER AGENCY INVOLVEMENT:

BSLT and County Counsel's Office.

FINANCING:

FY 2025-26 Adopted Budget of Zone 9 Reclamation Ditch (Fund 122) has sufficient appropriations to fund the preparation and execution of the quitclaim deed.

Prepared by: Jennifer Bodensteiner, Associate Water Resources Hydrologist (831) 755-4860  
Approved by: Ara Azhderian, General Manager, (831) 755-4860

Attachments:

1. Quitclaim deed
2. Public Draft, City of Salinas Carr Lake BSLT IS/MND comments dated June 25, 2021
3. Board Order

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO;**

BIG SUR LAND TRUST  
P.O. 4071  
Monterey, CA 93942  
Attn: Beth Febus, Associate Director of Conservation

**WITH A CONFIRMED COPY TO:**

Monterey County Water Resources Agency  
P.O. Box 930  
Salinas, CA 93902  
Attn: Ara Azhderian, General Manager

APNs: 261-191-001-000 (portion); 003-212-007-000  
(portion); 261-191-007-000 (portion)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from Documentary Transfer Tax – Rev. & Tax Code  
§11911 (value or consideration is less than \$100).

**QUITCLAIM DEED**

**FOR NO CONSIDERATION**, receipt of which is hereby acknowledged, MONTEREY COUNTY WATER RESOURCE AGENCY ("AGENCY"), a special act agency of the State of California with duties and responsibilities set forth in Chapter 52 of the California Water Code Appendix, as successor in interest to Reclamation District Number 1665, owns certain rights-of-way for canal or ditch purposes as described in the deed from Florida C. Cook, Sterling D. Carr, Mrs. Jessie R. Bryan and Albert C. Aiken to Reclamation District Number 1665 dated October 1, 1917, and recorded in the Official Records of Monterey County, California, on March 2, 1918, in Volume 156 of Deeds at Page 211 ("Ditch Right-of-Way"), a copy of which is attached hereto as **Exhibit A**, affecting certain the real property described in said deed ("Property"), which Property is owned in fee title by the BIG SUR LAND TRUST, a California non-profit public benefit corporation.

As part of a project to build and maintain a multi-benefit park and open space and restore riparian and wetland habitat ("Project"), BIG SUR LAND TRUST will remove a portion of the subject ditch on a portion of the Property affected by the Ditch Right-of-Way. In order to facilitate the removal of a portion of the ditch AGENCY does hereby **REMISE, RELEASE AND FOREVER QUITCLAIM "AS-IS"** to the BIG SUR LAND TRUST, a California non-profit public benefit corporation, all right, title, liability, and interest AGENCY holds in that portion of the real property described in **Exhibit B** attached hereto. Exhibits A and B are incorporated herein by reference.

Except as specifically remised, released, and quitclaimed herein by Agency, all the rights, obligations, terms and conditions contained in the above described Ditch Right-of-Way remain in full force and effect.

IN WITNESS WHEREOF, the MONTEREY COUNTY WATER RESOURCE AGENCY  
has executed this Quitclaim Deed as of the date set forth below.

*[Signature Pages Follow]*

**GRANTOR**  
**Monterey County Water Resources Agency**

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

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

Ara Azhderian, General Manager

A notary or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness accuracy, or validity of that document.
--

State of California  
County of Monterey

On \_\_\_\_\_, 2025 before me, \_\_\_\_\_, personally appeared, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity on behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

[Seal]

APPROVED AS TO FORM:

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

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

Kelly L. Donlon, Chief Assistant County Counsel

**ACCEPTANCE AND CONSENT TO RECORDATION**

This is to certify that the interest in real property conveyed by the quitclaim deed dated \_\_\_\_\_ from the Monterey County Water Resources Agency, a special act agency of the State of California with duties and responsibilities set forth in Chapter 52 of the California Water Code Appendix, to BIG SUR LAND TRUST, a California non-profit public benefit corporation, is hereby approved the BIG SUR LAND TRUST on \_\_\_\_\_, and the BIG SUR LAND TRUST consents to recordation thereof by its duly authorized officer.

BIG SUR LAND TRUST

\_\_\_\_\_  
Title:

Dated: \_\_\_\_\_, 2025

A notary or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness accuracy, or validity of that document.

State of California  
County of Monterey

On \_\_\_\_\_, 2025 before me, \_\_\_\_\_, personally appeared, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity on behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

[Seal]

**Exhibit A**

**Ditch Right of Way**

**(attached)**

Said property to revert to party of the first part...heirs or assigns, whenever the party of the second part shall fail to use the same for said purposes for five years.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand.., the day and year first above written.

Witness to the annexed signature :- Mary Haggerty

State of California )  
( SS.  
County of Los Angeles. )

On this 1st day of November, in the year nineteen hundred and seventeen, A.D., before me ADA ELLIOTT..., a Notary Public in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared MARY HAGGERTY...personally known to me to be the persons whose name is subscribed to the within instrument, and acknowledged to me that she executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said county the day and year in this certificate first above written. Ada Elliott Notary Public in and for Los Angeles County, State of California (Notarial Seal)

Recorded at the Request of Reclamation Dist No 1665 Mar -2 1918 at 40 minutes past 10 A.M.

FLORIDA C. COOK  
et al  
TO  
RECLAMATION DISTRICT  
NUMBER 1665  
-----

THIS INDENTURE, made this 1 day

of Oct... 1917, between Florida C. Cook,

Sterling D. Carr, Mrs. Jessie R. Bryan and

Albert C. Aiken, the parties of the first

part, and RECLAMATION DISTRICT NUMBER 1665, in Monterey County, State of California, the party of the second part, WITNESSETH:- That said parties of the first part, in consideration of the sum of one dollar, lawful money of the United States of America, to them in hand paid by the said party of the second part, receipt whereof is hereby acknowledged, do by these presents release and forever quitclaim unto said party of the second part, its successors and assigns, a right-of-way over all of those certain lots, pieces or parcels of land, situate in the County of Monterey, State of California, designated, bounded and described as follows to wit:-

FIRST: A part of Lot D in El Sausal Rancho as shown on Lou G. Hare's Partition Map No. 2 of Lands belonging to the Estate of Jesse D. Carr filed on page 70 in the Map Book of "Surveys" in the office of the recorder of Monterey County, comprising a strip of land thirty-five feet wide lying along the northerly side of, and adjoining the center line of the Carr Ditch, beginning at the point where said center line intersects the easterly side of North Main Street in Salinas City, thence easterly up the center of said ditch a distance of one-

fourth mile, a little more or less, to the westerly line of California Avenue; containing 1.06 acres of land; Also,-

SECOND:- A part of Lot C in El Sausal Rancho as per Lou G.Hare's Partition Map No.2 aforesaid, comprising a strip of land seventy feet wide, lying thirty-five feet on each side of the center line of the Carr Ditch, beginning at the point where said center line intersects the easterly line of California Avenue in Salinas City; thence easterly up the center of said Carr Ditch a distance of 1350 feet, a little more or less, to Engineer's Station L 650 of the survey of Main Canal of Reclamation District No. 1665; containing 2.17 acres of land; Also,

THIRD:- Another part of said Lot C as per the aforesaid map, comprising a strip of land fifty feet wide lying twenty-five feet on each side of the center line of survey of Main Canal of Reclamation District No. 1665, beginning at Engineer's Station L 650, already mentioned herein, thence easterly up the center of the Carr Ditch a distance of 700 feet to Engineer's Station L 657 at the junction of the lateral ditches from Gabilan and Natividad Creeks; containing 0.8 acres of land; Also,-

FOURTH:- Another part of said Lot C as per the aforesaid map, comprising a strip of land thirty feet wide lying fifteen feet on each side of the center line of survey of Main Canal of Reclamation District No. 1665, beginning at Engineer's Station L 657 already described herein; thence southeasterly along the center of an old drain ditch a distance of 1600 feet, a little more or less, to the Partition Line between Lots B and C as per aforesaid map; containing 1.1 acres of land; Also,-

FIFTH:- Another part of said Lot C as per aforesaid map, comprising a strip of land thirty feet wide, lying fifteen feet on each side of the center line of survey of Gabilan Creek Lateral of Reclamation District No. 1665, beginning at Engineer's Station L 657, already described herein, thence in a general northeasterly direction following said center line of Gabilan Creek Lateral, a distance of 4625 feet, a little more or less, to the point where Gabilan Creek enters the Carr Tract; containing 3.2 acres of land; Also,-

SIXTH:- Another part of said Lot C as per aforesaid map, comprising a strip of land thirty feet wide lying fifteen feet on each side of the center line of survey of Natividad Creek Lateral of Reclamation District No. 1665, beginning at Engineer's Station L 657, already described herein, thence following said center line of Natividad Creek Lateral, a distance of 3000 feet, a little more or less, easterly and southeasterly to the Partition Line between Lots B and C, as per aforesaid map; containing 2.06 acres of land; Also,-

SEVENTH:- Another part of said Lot C as per the aforesaid map, comprising a strip of land fifteen feet wide lying along and adjoining the Partition Line between Lots B and C as per aforesaid map, beginning at the point where the

old drainage ditch from Natividad Creek leaves said Partition Line; thence easterly along said Partition Line to the point where the Natividad Creek Lateral intersects the boundary between the Carr Tract and Sherwood's Land, a distance of 2400 feet, a little more or less; containing 0.85 acres of land.

All of which is more fully set forth and described on Sheets Nos. 14, 15 and 32, of "Map and Profile of Main Canal and Laterals, Reclamation District No. 1665", on file in the office of the recorder of Monterey County, California, to which sheets and map reference is hereby made.

As and for the purposes of a canal or ditch only for the uses of the said party of the second part.

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, the said premises, with the appurtenances, unto said party of the second part, its successors and assigns forever.

Said right-of-way hereby granted to revert to parties of the first part, their heirs and assigns, whenever the party of the second part shall fail to use the same for said purposes.

Said parties of the first part for themselves, their heirs, executors, administrators, successors and assigns, and for the heirs, executors, administrators, successors and assigns of each of them, hereby reserve, retain and are given the right to build and maintain bridges across said canals or ditches wherever they may so desire, and also to build and maintain gates in any S D C fences built by said party of the second part along said rights-of-way or ditches or canals, and further the right to pass over said rights-of-way, provided however, that all of such acts shall be done and performed in a reasonable and proper manner, and so as not to affect or obstruct the purposes for which these said rights-of-way are hereby granted. /

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first hereinbefore written.

Witness to the annexed signatures:-

Elton B. Hebbron

Florida C. Cook

Sterling D. Carr

Mrs Jessie R. Bryan

Albert C. Aiken

State of California :  
: ss.  
County of Monterey :

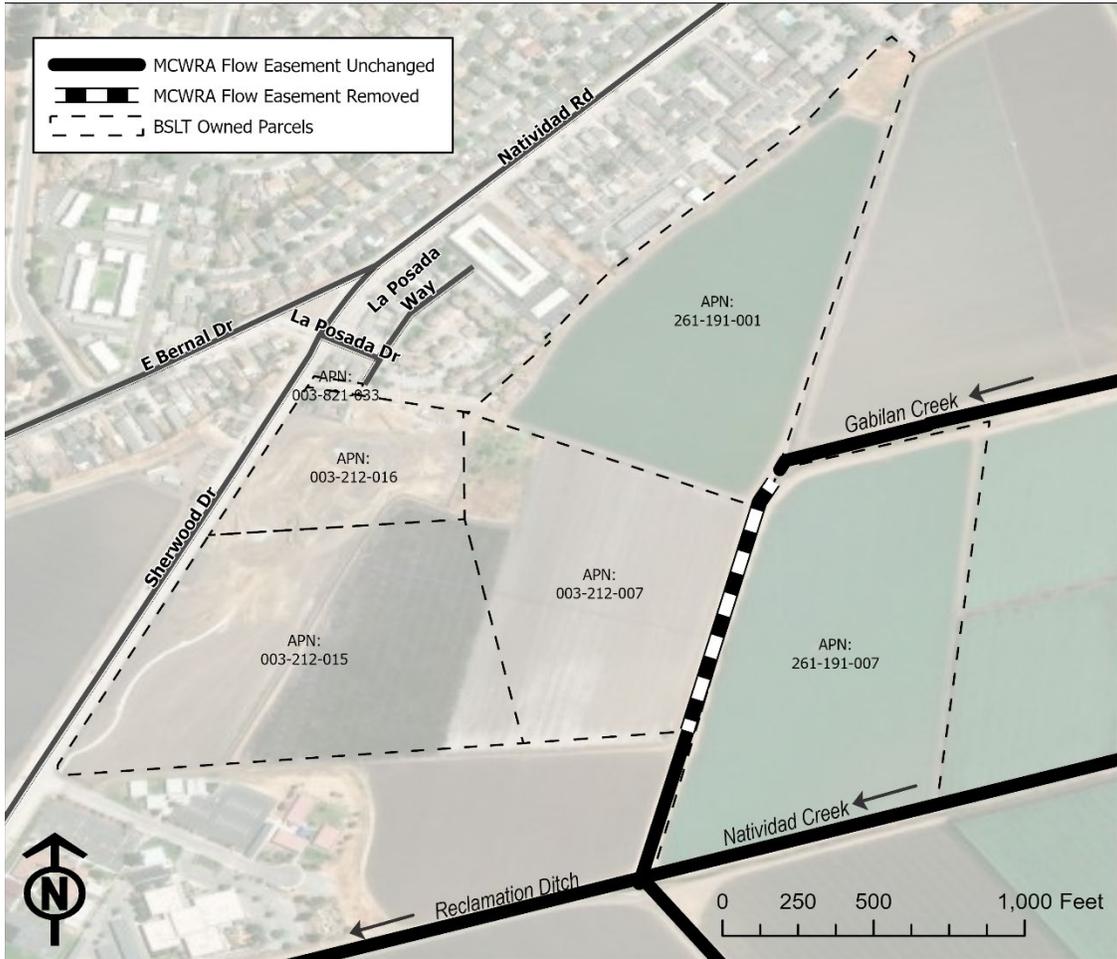
On this 2nd day of October, A.D. 1917, before me, Frank S. Clark, a Notary Public in and for the said County of Monterey, personally appeared Elton B. Hebbron, known to me to be the same person whose name is subscribed to the within instrument, as a witness thereto, who, being by me duly sworn, deposed and said: that he resides in the County of Monterey, State of California; that he was present and saw FLORIDA C. COOK, STERLING D. CARR, MRS.

JE



# Exhibit B

## Description of Property



# MONTEREY COUNTY

---

## WATER RESOURCES AGENCY

PO BOX 930  
SALINAS, CA 93902  
P: (831) 755-4860  
F: (831) 424-7935  
BRENT BUCHE  
GENERAL MANAGER



STREET ADDRESS  
1441 SCHILLING PLACE, NORTH BUILDING  
SALINAS, CA 93901

Jun 25 2021

In Reply to:  
Public Draft **City of Salinas Carr Lake BSLT IS/MSD**

Response to: **Thomas Wiles, Senior Planner**  
[thomaswi@ci.salinas.ca.us](mailto:thomaswi@ci.salinas.ca.us)  
City of Salinas  
65 West Alisal Street  
Salinas, CA 93901

Dear Mr. Wiles:

### **PUBLIC DRAFT, CITY OF SALINAS Carr Lake BSLT IS/MSD**

The Monterey County Water Resources Agency (MCWRA) has received the public draft of the above document. The purpose of this letter is to request the termination of related MCWRA easements and maintenance responsibility in the project area. To advise on this matter, the MCWRA has prepared the following comments:

#### REQUEST FOR QUIT CLAIM: HYDROLOGY AND WATER QUALITY

The Carr Lake Big Sur Land Trust proposal will result in zoning to allow establish and construct a new Park and Recreational use located on 73 acres at 618 Sherwood Drive in the Agricultural – Flood Overlay (A-F) Zoning District.

#### MCWRA Reclamation Ditch flowage easements:

- The project area lies entirely within the MCWRA's Zone 9, Benefit Assessment Zone for the Reclamation Ditch. The MCWRA operates and maintains most portions of the Reclamation Ditch system, including tributaries, and five pump stations. The Reclamation Ditch conveys storm water and provides critical flood protection for unincorporated Monterey County and the City of Salinas. Our research indicates the existing MCWRA flowage easements in this area will be realigned. The MCWRA is requesting the BSLT process and support a quit claim to remove any respective flowage easement(s) in the project area (see attached map).

The MCWRA appreciates the opportunity to comment on the Carr Lake BSLT IS/MND. If you have any questions, please contact me at [bodensteinerjm@co.monterey.ca.us](mailto:bodensteinerjm@co.monterey.ca.us) or (831) 755-4970.

Sincerely,

ORIGINAL SIGNED BY:

Jennifer Bodensteiner, Associate Hydrologist  
Operations and Maintenance Division

Cc: Big Sur Land Trust, via email





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

BOARD ORDER No. \_

**RECOMMEND THAT THE MONTEREY COUNTY  
WATER RESOURCES AGENCY BOARD OF  
SUPERVISORS APPROVE AND AUTHORIZE THE  
MONTEREY COUNTY WATER RESOURCES AGENCY  
GENERAL MANAGER TO EXECUTE A QUITCLAIM DEED  
AND ANY OTHER ASSOCIATED DOCUMENTS TO REMOVE  
A FLOW DITCH EASEMENT ON A PORTION OF PROPERTY  
TO THE BIG SUR LAND TRUST FOR THE CARR LAKE  
RESTORATION PROJECT IN THE CITY OF SALINAS.**

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

Recommend that the Monterey County Water Resources Agency Board of Supervisors approve and authorize the Monterey County Water Resources Agency General Manager to execute a quitclaim deed and any other associated documents to remove a flow ditch easement on a portion of property to the Big Sur Land Trust for the Carr Lake Restoration Project in the City of Salinas.

PASSED AND ADOPTED on this **18th** day of **August 2025**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

---

BY: Mike LeBarre, Chair  
Board of Directors

---

ATTEST: Ara Azhderian  
General Manager



# County of Monterey

## Item No.6

### Board Report

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

Legistar File Number: WRAG 25-129

August 18, 2025

**Introduced:** 8/12/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Authorize Amendment No. 3 to the Professional Services Agreement with GEI Consultants, Inc., to increase the dollar amount by \$249,676 for a total contract amount not-to- exceed \$477,296; and extend the term of the Agreement to December 31, 2027, to provide engineering services for Nacimiento Dam including design of a penstock protection wall; and authorize the General Manager to execute the Amendment. (Staff: Mark Foxworthy)

#### RECOMMENDATION:

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

Authorize Amendment No. 3 to the Professional Services Agreement with GEI Consultants, Inc., to increase the dollar amount by \$249,676 for a total contract amount not-to- exceed \$477,296; and extend the term of the Agreement to December 31, 2027, to provide engineering services for Nacimiento Dam including design of a penstock protection wall; and authorize the General Manager to execute the Amendment.

#### SUMMARY/DISCUSSION:

The purpose of Amendment No. 3 to the Professional Services Agreement between Monterey County Water Resources Agency (MCWRA) GEI Consultants, Inc. (GEI), is to allow GEI to design a wall to protect the exposed portion of the Nacimiento Dam penstock. The exposed penstock is located between the low-level outlet works and the hydroelectric plant building at Nacimiento Dam, below a hillside that has experienced landslides. The Agency has been encouraged by independent consultants, the Federal Energy Regulatory Commission (FERC), and the CA Division of Safety of Dams (DSOD) to protect the exposed from damage due to inundation from potential landslides in the future.

On May 31, 2023, the MCWRA entered into Funding Agreement No. 4600015276 with the State of California Department of Water Resources (DWR) to assist in financing the Nacimiento Reservoir and Dam Maintenance projects. The design and construction of the penstock protective wall is an authorized project under this funding agreement with DWR.

Amendment No. 3 to the Professional Services Agreement with GEI will increase the value of the contract by \$249,676 to a new Not to Exceed amount of \$249,676 and extend the term of the contract to December 31, 2027. This will allow GEI to complete the design of the penstock protective wall and provide engineering services and support to the Agency through the term of Agreement No. 4600015276 with DWR which terminates December 31, 2027. Cost of design and construction are reimbursable under the agreement with DWR. Construction must be completed by November 30, 2027.

#### OTHER AGENCY INVOLVEMENT:

CA Department of Water Resources-Grant Administrator  
Federal Energy Regulatory Commission (FERC)-Project Approval CA Division of Safety of  
Dams (DSOD)-Project Approval

FINANCING:

The FY2025-26 Adopted Budget of Fund 116 includes funding for this agreement, which is reimbursable through the Nacimiento Maintenance Project Grant (Agreement No. 4600015276). The total amount needed for the agreement in FY2025-26 is estimated at \$249,676 and Fund 116 has sufficient appropriations to pay for the agreement.

Prepared by: Mark Foxworthy, Senior Water Resources Engineer (831) 788-3454

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

Attachments:

1. Amendment No. 3.
2. Amendment No. 2
3. Amendment No. 1
4. Original Agreement for Professional Services.
5. 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 25-129

August 18, 2025

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CA Department of Water Resources-Grant Administrator  
Federal Energy Regulatory Commission (FERC)-Project Approval CA Division of Safety of  
Dams (DSOD)-Project Approval

FINANCING:

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Prepared by: Mark Foxworthy, Senior Water Resources Engineer (831) 788-3454

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

Attachments:

1. Amendment No. 3.
2. Amendment No. 2
3. Amendment No. 1
4. Original Agreement for Professional Services.
5. Board Order

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

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

**WHEREAS** CONTRACTOR entered into an Agreement for Services with the Agency on June 22, 2022, (hereinafter, “Agreement”); and

**WHEREAS**, on August 8, 2022, the Parties entered into Amendment No. 1 to the Agreement, thereby amending the Agreement by adding \$89,940 for a total contract amount of \$227,620; and

**WHEREAS**, on August 2, 2023, the Parties entered into Amendment No. 2 to the Agreement, thereby extending the term of the Agreement to June 30, 2026; and

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

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

Employment of CONTRACTOR. Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibits E in conformity with the terms of this Agreement.

- (a) The work to be performed is generally described as follows:

*Engineering services for Nacimiento Dam including design of a penstock protection wall.*

- (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. Section 2, Term of Agreement. The term of this agreement shall begin on June 22, 2022, by CONTRACTOR and Agency, and will terminate on December 31, 2027, unless earlier terminated as provided herein.
- 3. Amend **Section 3**, “Payments to CONTRACTOR; maximum liability”, amended to read as follows:

Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the payment provisions and labor rates set forth in Exhibit F. The maximum amount payable to the contractor under this contract is **Four Hundred Seventy-Seven Thousand Two Hundred Ninety-Six dollars (\$477,296)**.

Original Agreement	\$ 137,680
Amendment No. 1	\$ 89,940
<u>Amendment No. 3</u>	<u>\$ 249,676</u>
Not to exceed total:	\$ 477,296

- 4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 3 and shall continue in full force and effect as set forth in the AGREEMENT.
- 5. A copy of this AMENDMENT NO. 3 shall be attached to the original AGREEMENT dated June 22, 2022.

*This space left blank intentionally*

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

MONTEREY COUNTY WATER  
RESOURCES AGENCY

CONTRACTOR

\_\_\_\_\_  
General Manager

By: \_\_\_\_\_  
Signature of Chair, President, or  
Vice-President

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

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

*Approved as to Fiscal Provisions:*

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

\_\_\_\_\_  
Deputy Auditor/Controller

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

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

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

*Approved as to Liability Provisions:*

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

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

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

*Approved as to Form:*

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

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

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

# Exhibit E

## Scope of Work



June 18, 2025

[foxworthyme1@co.monterey.ca.us](mailto:foxworthyme1@co.monterey.ca.us)

Consulting  
Engineers and  
Scientists

Mark Foxworthy, P.E.  
Chief Dam Safety Engineer  
Monterey County Water Resource Agency  
1441 Schilling Place  
Salinas, CA 93901

**Subject: Proposal for Design of Penstock Protection at Nacimiento Dam Powerhouse  
San Luis Obispo County, California**

Dear Mr. Foxworthy:

GEI Consultants, Inc. (GEI) is submitting this proposal and cost estimate to Monterey County Water Resources Agency (MCWRA) for design services to protect the exposed penstock conduit at the Nacimiento Dam Powerhouse from soil and rockfall debris generated from the adjacent slope. This proposal is based on the scope of work discussed during the conference call between GEI, MCWRA, and MCWRA consultant Mr. John Hollenbeck on May 28, 2025, on historical data provided to date by MCWRA.

### PROJECT BACKGROUND AND UNDERSTANDING

In March 1995 after a high rainfall period, a slope failure occurred above the Nacimiento Powerhouse, depositing debris along the south side of the Powerhouse and 66-inch diameter penstock located on the west side of the Powerhouse. The event triggered an evaluation of the slope above the Powerhouse, which was performed by Rust Environment and Infrastructure (Rust; 1995) later that year.

The characterization of the site was documented in two reports by Rust (1995); one report concentrated on the slope directly above the Powerhouse and the other focused on the higher part of the slope along Lake Nacimiento Drive. Maintaining road access for public access and dam safety along Lake Nacimiento Drive is an important responsibility of MCWRA. The 1995 investigations were relatively comprehensive and included geologic mapping, geotechnical borings, and test pits. Rust's recommendations for stabilizing the slope and roadway were extensive and included an alternative for relocating Lake Nacimiento Drive about 10 to 15 feet into the hillside (south). Realigning the roadway would be a costly and time-consuming endeavor that warrants consideration of all feasible alternatives.

The 2014 6th FERC Part 12D Report recommended "the geology and drainage condition above the Powerhouse should be reviewed. The landslide and debris flow hazard to the Powerhouse should be addressed to assure long-term safety and operation of the Powerhouse."

The 2019 7th FERC Part 12D Potential Failure Mode Analysis (PFMA) identified Potential Failure Mode (PFM) O-1: "A slope failure causes damage to or inoperability of the exposed Low-Level conduit or Low-Level Outlet valves. (This is operational because the failure mode can be initiated independent of the reservoir level or flood event)." PFM O-1 is a Category II (Credible, Moderately Likely) PFM.

In response to the 2014 and 2019 6th and 7th FERC Part 12D recommendations, GEI personnel performed and documented a geologic evaluation of the slopes above the Nacimiento Powerhouse in a draft report in November 2019. The report concluded that the condition of the slopes above the Powerhouse do not differ significantly from those described by RUST in 1995 and recommended various slope hazard mitigation measures and slope drainage system improvements.

In February 2023, GEI personnel conducted a site reconnaissance along the downstream right abutment slopes as part of an emergency response and assessment following significant storm events in January 2023. As a follow-up to the 2023 storm damage, in 2024, GEI re-evaluated slopes above the powerhouse, in addition to other impacted areas, to update and expand the 2019 focus study. GEI's recommendations were largely unchanged from the 2019 evaluation.

In 2024, GEI designed emergency roadway stabilization plans for the storm damaged sites along the access road above the powerhouse. As part of these planned repairs, the roadway fill above the powerhouse will be retained with a Hilfiker wall. These emergency repairs were limited to restoring the roadway to a pre-damage state, and do not address the vulnerability of the penstock and conduits to potential debris material upslope and downslope of the roadway. Therefore, MCWRA has requested GEI evaluate and design a mitigation method to protect the penstock from upslope debris.

## SCOPE OF SERVICES

As noted above, the penstock remains unprotected from the slope above the powerhouse. The exposed area of the penstock also serves as the drainage route for the upslope area that drains through a half round surface drain that extends up the dam to the west. GEI will develop and evaluate alternatives based on the previous slope evaluations in addition to a detailed site reconnaissance and survey of the toe of the slope adjacent to the penstock. Alternatives will be reviewed with MCWRA for selection of the preferred option. Once the preferred option is selected, GEI will develop plans, specifications, and an opinion of probable construction cost (OPCC) for construction.

Based on our understanding of the project, we proposed the following scope of services:

### Task 1 – Project Management

GEI Project Management will include general oversight of project details during the Work, as well as general project management, administration, and QA/QC by GEI's Project Manager and Lead Design Engineer. GEI PM services also include progress meetings during the contract period, including the GEI PM and/or Lead Design Engineer and up to two members of the GEI Design Team, as needed. An agenda and meeting minutes/notes will be prepared for each meeting.

#### *Task 1 Deliverables:*

- Agenda and Meeting minutes.

#### *Task 1 Assumptions:*

- Labor hours, grades, and task distributions are for budgeting purposes only. The actual labor and task distribution will be based on efficiently performing the work as ordered and approved by MCWRA.
- GEI anticipates up to five (5) two-hour progress meetings with MCWRA during the performance of the work, with up to three (3) GEI Design and PM participants. Includes one (1) hour for preparation and minutes/action items for each meeting.

## Task 2 – Review Existing Documentation, Field Reconnaissance and Survey

Prior to performing field reconnaissance GEI will review existing documentation of the penstock and powerhouse construction, and the site geology. In addition to the two 1995 Rust reports cited in the scope of work; other data includes, but may not be limited to:

- Data and documentation from the 2019 and 2024 geologic evaluations of slopes above the Powerhouse performed by GEI.
- Data and documentation from 2023 emergency response efforts.
- Available as-built penstock and powerhouse documents provided by MCWRA.
- Geotechnical investigations related to the powerhouse and penstock to develop geotechnical design parameters.
- Available hydrologic and hydraulic studies and reports regarding the drainage areas and features upstream of the powerhouse facility.

A thorough review of this data will better inform our design effort and form the basis of our survey requirements for design.

GEI will perform a field reconnaissance of the penstock area including penstock walls, conduits, drainage, and slopes above. GEI will retain aerial drone and conventional survey services to survey the penstock and surrounding area. The aerial topographic survey will be performed over the greater area, focusing on the slopes that would generate debris and/or contribute significant drainage. The conventional survey will focus on the south face/walls of the powerhouse and penstock, and the penstock floor. A primary goal will be to confirm as-built conditions for tie-ins with existing structures and adjacent topography.

GEI will meet with MCWRA engineers and Facility staff to discuss design priorities and limitations (including drainage improvements to the half round). GEI will develop up to three mitigation options to protect the penstock and exposed conduit from rock and soil debris and maintain site drainage. Surveys will be combined to develop a base map for alternatives development. Each alternative will include schematic plan and profiles, and engineers' opinion of probable construction cost (OPCC) consistent with AACE Class 5 guidelines. Alternatives will be analyzed and compared in a high-level grading rubric, which will include construction costs, operation and maintenance requirements/considerations, design life, risks, constructability considerations, environmental permitting considerations and other pertinent topics to help facilitate discussions with MCWRA staff.

GEI will meet with MCWRA to review the alternatives, answer any questions, and select an MCWRA preferred alternative for final design. GEI will prepare a brief Alternatives Evaluation memorandum describing the alternatives, rubric grading process and findings and selection of the preferred alternative for final design. A draft memorandum will be submitted to MCWRA for review, with finalization of the memorandum based on incorporation of MCWRA comments.

### *Task 2 Deliverables:*

- Aerial and conventional survey data provided by subconsultants will be digitally provided to MCWRA for their records.
- Up to three (3) 11x17 sheets that include concept level plan, profiles, and cost estimates for each alternative (one sheet per alternative).

- Draft grading rubric for the alternative review meeting.
- Draft and final Alternatives Evaluation memorandum.

*Task 2 Assumptions:*

- MCWRA will provide timely access to all historical documents related to the Work and as necessary for project understanding and design concept development. Documents/reports/records including the five (5) reports already discussed, are anticipated to require a total staff review time of up to thirty (30) hours.
- GEI and MCWRA will discuss the benefits and purpose of a site reconnaissance/site visit before scheduling and performing. One 8-hour trip plus travel time for up to two (2) GEI staff with a site visit report and photographs, as needed, is included in our budget estimate.
- Field reconnaissance and conventional survey will be limited to slopes/areas that are safely accessible on foot and are not heavily vegetated.
- We have assumed up to five (5) 2-hr meetings with up to three (3) GEI staff as noted under Task 1, Project Management.
- One consolidated round of comments from MCWRA and responses from GEI to finalize the draft memorandum.

### Task 3 – Penstock Protection Design Services

Once the preferred mitigation option has been selected, GEI will perform engineering analyses, as needed, to design the new improvements and prepare design plans and technical specifications for the work, using the surveys as a base for the plan set. GEI will submit 50%, 90%, and 100% plans for MCWRA review. Final construction documents are included in Task 4. GEI will also prepare a brief Design Documentation Memorandum (DDM) describing design criteria for the selected design and description of design features and details incorporated into the project to meet design criteria. Calculation packages, where appropriate, will be incorporated as attachments to the DDM.

*Task 3 Deliverables:*

- 50%, 90% and 100% Plans.
- 90% and 100% OPCC's.
- 50% and 100% Design Documentation Memorandum

*Task 3 Assumptions:*

- Review for each deliverable will consist of one round and comments. Comments will be provided to GEI in a single document, with agreed upon responses by GEI incorporated into the subsequent submittal package.
- Plan set will consist of 6 sheets: Cover Page, General Notes, Existing Site Plan, Improvement Plan & Profile, Details, and Drainage and Erosion Control Plan.
- Abbreviated technical specifications will be included on the General Notes page. Separate specification documents, if needed, are not included in our budget estimate.
- MCWRA will prepare the front end (Division 0 and 1) specifications and assemble the bid package.

- MCWA will provide GEI an electronic copy of the front end specifications for cross-reference to the technical specifications.
- MCWRA will perform all permitting for improvements, including any environmental and/or FERC review/permitting. GEI has not accounted for effort related to FERC response to comments and/or edits.
- A draft DDM will be submitted with the 50 percent design package. The DDM will be finalized at 100 percent design based on incorporation of comments from MCWRA as the design progresses from 50 to 100 percent design

#### Task 4 – Bid Document Preparation and Bid Support

GEI Task 4 includes completing development of Issued for Bid (IFB) drawings and specifications for the construction contract, assisting with advertising and bidding the project, and assisting with development and issuance of the Notice of Award and Notice to Proceed. Tasks include:

1. Assist with technical specification edits to MCWRA Notice to Bidders and Special Provisions Specifications
2. Coordinate advertisement and plan room posting
3. Distribute digital copies of specs/plans to bidders & maintain plan holder list
4. Track and respond to pre-bid RFIs
5. Revise specifications and drawings per RFIs
6. Prepare and distribute addenda
7. Prepare for and attend pre-bid conference and site visit
8. Prepare for and attend bid opening
9. Prepare bid summary and abstract
10. Review two lowest bids and complete required document checklist
11. Check bidder references
12. Prepare bid review memo and recommendation of award
13. Prepare Notice of Award (NOA)
14. Review NOA documents
15. Prepare Notice to Proceed

#### *Task 4 Deliverables:*

- IFB drawings and specifications
- RFI addenda
- Bid review memo
- NOA
- Notice to proceed

#### *Task 4 Assumptions:*

- Assumes project will be advertised for bid for a duration of two weeks via two advertisements published in a single local newspaper, one advertisement in consecutive weeks for two weeks.
- Assumes bid documents will be distributed only in an electronic format (no printed/hard copies).

- Expenses include travel costs related to attendance at pre-bid conference/site visit and bid opening from Oakland or Sacramento offices of GEI Consultants, Inc. and two bid advertisements in a single local newspaper.
- Assumes up to two addenda will be prepared and issued.
- Assumes MCWRA will provide legal counsel to review bid, recommendation of award, Notice of Award and related documents, and Notice to Proceed, as needed.
- Assumes MCWRA will provide expertise to review and accept insurance provided by selected contractor.

### Task 5 – Engineering Services During Construction

GEI's Engineering Services During Construction scope includes the following field and home office services:

1. Document Review/Response – The Design team will support the CM in reviewing and responding to:
  - Contractor submittals with substantial engineering content, including contractor work plans.
  - Contractor RFI's that involve engineering review.
  - Contractor correspondence requiring engineer/design participation.
2. Design Engineer Field Visits – Up to two visits to the site by design personnel will be conducted for the following purposes:
  - Observe the work to help verify that design assumptions and principles are consistent with site conditions observed during construction.
  - Assist project field personnel in adapting project designs to actual site conditions as they are revealed during construction.
  - Observe and evaluate engineering issues that were not foreseen or not fully assessed in the original design and develop and implement appropriate actions.
  - Perform design evaluations and prepare design modifications to conform design to conditions exposed during construction operations.
3. Other Engineering Services – Other engineering services to be provided during construction will include:
  - Preparation of Engineer's Daily Report for each day of site visits.
  - Preparation of Record Drawings based on redline markups provided by the Contractor and the CM

#### *Task 5 Deliverables:*

- Engineer's Daily Reports
- As-built Record Drawings

#### *Task 5 Assumptions:*

- Scope of Engineering Services During Construction (ESDC) is currently unknown but requested as possible service by MCWRA. Estimated costs are included and services will be performed only as approved by MCWRA.
- Assumes up to eight (8) total RFI and/or submittal reviews and 1 design change during construction. New drawings are not included in the design change.
- Assumes one Engineer's Daily Report per site visit.
- Expenses include travel from Oakland or Sacramento offices of GEI Consultants, Inc., lodging, and meals.
- ESDC shifts are assumed to be for up to two site visits total, M-F, 8 hours per day plus travel time and costs.
- Does not include CM services during construction – to be performed by others.

## ESTIMATED SCHEDULE

### Estimated Schedule

Following approval of this proposal by MCWRA, GEI is prepared to begin Tasks 1 and 2 immediately upon receipt of a Notice-to-Proceed.

Task 1 will be an ongoing oversight task, while we anticipate the Task 2 background review and field efforts can be completed within 8 to 12 weeks of Notice-to-Proceed, pending timely receipt of all available documentation.

Following review of the available documentation and receipt of the survey data, GEI will meet with MCWRA to discuss our findings and provide a conceptual design alternatives for consideration, selection, and approval to proceed. We anticipate Task 2 alternatives development would be completed 4 to 6 weeks following receipt of the survey data.

After approval to proceed with a selected concept, the 50% design phase is anticipated to be completed within 8 weeks. The 90% and 100% design phases are anticipated to be completed within 4 to 6 weeks each. An MCWRA review period of 2 to 4 weeks is anticipated between each phase, depending on workload.

The 90% and 100% Opinion of Probable Construction Cost estimates are anticipated to be completed within 4 weeks each of completion of the 90% and 100% designs, respectively.

Bid document preparation and bid support are anticipated to be completed within 8 weeks from completion of the 100% design, and project Award and Notice to Proceed support within 8 weeks from receipt of bids.

Based on these estimates, the total time for completion of 100% Design is anticipated to be up to 72 weeks from NTP.

Assuming a four (4) month construction period, including mobilization, submittals, procurement, and project closeout, Engineering Services During Construction is anticipated to be completed within 16 weeks from Construction Contract NTP.

The estimated project schedule in Table 1 below is based on receipt of a Notice to Proceed from MCWRA by June 30, 2025.

**Table 1 – Estimated Project Schedule**

Task 2 – Document Review, Field Reconnaissance & Survey		Task 3 – Design Phase(s)		Task 4 and 5 Bid Document Preparation & Bid Support and Engineering Services During Construction	
Sub Task	Estimated Completion	Sub Task	Estimated Completion	Sub Task	Estimated Completion
Document Review	07/2025	50% Design	11/2025	Bid Document Preparation	08/2026
Field Recon	07/2025	90% Design	02/2026	Bid Support and Bid Review	08/2026
Survey	08/2025	90% OPCC	03/2026	Award and NTP Support	10/2026
Alternatives Development	09/2025	100% Design	05/2026	ESDC	04/2027
		100% OPCC	06/2026		

**PROJECT FEE**

We propose to perform the various tasks described above on a time-and-materials basis in accordance with the attached Fee Schedule. Our estimated total cost for the above tasks is \$249,676; a detailed breakdown of labor and expenses is included in the attached table. GEI will not exceed the total cost of \$249,676 without prior approval from MCWRA. GEI will submit monthly invoices which detail the work scope completed and labor/expense effort.

**CLOSURE**

We appreciate the opportunity to provide this proposal and look forward to the opportunity to work with you on this important project. Should you have any questions about this proposal or require additional information, please do not hesitate to contact Len Sansone at 510-350-2903 ([lsansone@geiconsultants.com](mailto:lsansone@geiconsultants.com)) or Rob Fill at 916-873-4244 ([rfill@geiconsultants.com](mailto:rfill@geiconsultants.com)).

Very truly yours,

**GEI Consultants, Inc.**



Scott Meyers, PE  
 Senior Engineer



Len Sansone, PE, GE  
 Vice President  
 Principal Geotechnical/Civil Engineer

Mark Foxworthy, PE, Chief Dam Safety Engineer  
Monterey County Water Resource Agency  
Proposal for Penstock Protection at Nacimiento Dam Powerhouse  
June 18, 2025  
Page 9

# Exhibit F Payment Provisions

MCWRA - Nacimiento Dam Powerhouse - Penstock Protection  
Fee Estimate for GEI Services

Task No.	Description	2024 Standard Rates										Expenses				Total Cost	
		Admin	CAD	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Subtotals		Subs	Travel/ Mileage	Other Expenses		Subtotal
		\$ 132	\$ 177	\$ 177	\$ 199	\$ 235	\$ 267	\$ 318	\$ 356	\$ 434	Hrs.	Cost					
<b>Task 1</b>	<b>Project Management and QA/QC</b>																
1.1	Review Project Details and Project Management							8	2		10	\$3,256				\$0	\$3,256
1.2	Oversee and Coordinate Work							8	2		10	\$3,256				\$0	\$3,256
1.3	Perform QA/QC Reviews	2						8	2		12	\$3,520				\$0	\$3,520
1.4	Progress Meetings	5				10		10	10		35	\$9,750				\$0	\$9,750
	<b>Task 1 Total</b>	<b>7</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>34</b>	<b>16</b>	<b>0</b>	<b>67</b>	<b>\$19,782</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$19,782</b>
<b>Task 2</b>	<b>Document Review, Site Reconnaissance, &amp; Concept Development</b>																
2.1	Review existing design/modification and repair/maintenance documents						32				32	\$8,544				\$0	\$8,544
2.2	Site reconnaissance/site visit						20		2		22	\$6,052		\$726		\$726	\$6,778
2.3	Survey						6		2		8	\$2,314	\$10,000		\$10,000	\$12,314	
2.4	Develop Basemap		24				12		4		40	\$8,876				\$0	\$8,876
2.5	11x17 Alternative Development and AACE Class 5 Cost Estimate	2	30				24	6	4		66	\$15,314				\$0	\$15,314
2.6	Alternatives Analysis & Memo	2					20	4	4		30	\$8,300				\$0	\$8,300
	<b>Task 2 Total</b>	<b>4</b>	<b>54</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>114</b>	<b>10</b>	<b>16</b>	<b>0</b>	<b>198</b>	<b>\$49,400</b>	<b>\$10,000</b>	<b>\$ 726</b>	<b>0</b>	<b>10,726</b>	<b>60,126</b>
<b>Task 3</b>	<b>Design Phases</b>																
3.1	Develop 50% Design Documents	4	80		40		80	8	8		220	\$49,400				\$0	\$49,400
3.2	Develop 90% and 100% Design Documents	4	80		20		60	6	6		176	\$38,732				\$0	\$38,732
3.3	Project Design Documentation Report (a.k.a. Technical Memo)	4			20		20	4	4		52	\$12,544				\$0	\$12,544
3.4	Develop 90% and 100% OPCC	8					20	4	4		36	\$9,092	\$5,000		\$5,000	\$14,092	
	<b>Task 3 Total</b>	<b>20</b>	<b>160</b>		<b>80</b>	<b>0</b>	<b>180</b>	<b>22</b>	<b>22</b>	<b>0</b>	<b>484</b>	<b>\$109,768</b>	<b>\$5,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,000</b>	<b>\$114,768</b>
<b>Task 4</b>	<b>Bidding and Contracting</b>																
4.1	Assist with technical spec edits to MCWRA Division 00 Bidding Specifications			2				16	2		20	\$6,154				\$0	\$6,154
4.2	Develop Issued for Bid Drawings and Specifications			4		5		20	2		31	\$8,955				\$0	\$8,955
4.3	Coordinate advertisement and planroom posting			2				0			2	\$354		\$6,300		\$6,300	\$6,654
4.4	Distribute digital copies of specs/plans to bidders & maintain planholder list			5				2			7	\$1,521				\$0	\$1,521
4.5	Track and respond to pre-bid RFIs			2				14			16	\$4,806				\$0	\$4,806
4.6	Revise specifications and drawings per RFIs			2				8	2		12	\$3,610				\$0	\$3,610
4.7	Prepare and distribute addenda			8				4			12	\$2,688				\$0	\$2,688
4.8	Prepare for and attend pre-bid conference and site visit			2				12			14	\$4,170	\$500		\$500	\$4,670	
4.9	Prepare for and attend bid opening			2				8			10	\$2,898	\$348		\$348	\$3,246	
4.10	Prepare bid summary and abstract			4				2			6	\$1,344				\$0	\$1,344
4.11	Review two lowest bids and complete required document checklist			8				4			12	\$2,688				\$0	\$2,688
4.12	Check bidder references			1				4			5	\$1,449				\$0	\$1,449
4.13	Prepare bid review memo and recommendation of award			4				1			5	\$1,026				\$0	\$1,026
4.14	Develop Issued for Construction Drawings and Specifications			2				20			22	\$6,714				\$0	\$6,714
4.15	Prepare Notice of Award (NOA)			4				1			5	\$1,026				\$0	\$1,026
4.16	Review NOA documents			6				2			8	\$1,698				\$0	\$1,698
4.17	Prepare Notice to Proceed			2				1			3	\$672				\$0	\$672
	<b>Task 4 Total</b>	<b>0</b>	<b>0</b>	<b>60</b>	<b>0</b>	<b>5</b>	<b>0</b>	<b>119</b>	<b>6</b>	<b>0</b>	<b>190</b>	<b>\$51,773</b>	<b>\$0</b>	<b>\$848</b>	<b>\$6,300</b>	<b>\$7,148</b>	<b>\$30,000</b>
<b>Task 5</b>	<b>Engineering Services During Construction</b>																
5.1	Review and respond to RFIs, Submittals, and Other Contractor Inquiries	4				6	28		2		40	\$10,126				\$0	\$10,126
5.2	On-Site Resident Engineer						36				36	\$9,612	\$1,153		\$1,153	\$10,765	
5.3	Design Changes	4				6	6		2		18	\$4,252				\$0	\$4,252
5.4	Reporting and Record Keeping	8				6	4	4			22	\$4,806				\$0	\$4,806
5.5	Record Drawings		16		10		10	4	2		42	\$9,476				\$0	\$9,476
	<b>Task 5 Total</b>	<b>16</b>	<b>16</b>	<b>0</b>	<b>10</b>	<b>18</b>	<b>84</b>	<b>8</b>	<b>6</b>	<b>0</b>	<b>158</b>	<b>\$38,272</b>	<b>\$0</b>	<b>\$1,153</b>	<b>\$0</b>	<b>\$1,153</b>	<b>\$25,000</b>
	<b>Total</b>	<b>47</b>	<b>230</b>	<b>60</b>	<b>90</b>	<b>33</b>	<b>378</b>	<b>193</b>	<b>66</b>	<b>0</b>	<b>1,097</b>	<b>\$268,995</b>	<b>\$15,000</b>	<b>\$2,728</b>	<b>\$6,300</b>	<b>\$24,028</b>	<b>\$249,676</b>

**Notes and Assumptions:**

**General**

- Labor hours, grade, and task distributions are for budgeting purposes only. The actual labor and task distribution will be based on efficiently performing the work as ordered and approved by MCWRA.
- Detailed cost breakdown and rates are confidential information and shall not be shared outside MCWRA without prior written approval by GEI.
- Tasks 4 and 5 proposed services and hours are shown but estimated costs are not included in the total estimate. As requested by MCWRA, an allowance is included for each item for work to be performed as directed by the MCWRA Project Manager on an as-needed basis.

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

The undersigned parties hereby agree to amend that certain Agreement for Professional Services between the Monterey County Water Resources Agency (hereinafter "Agency") and GEI Consultants, Inc., (hereinafter "CONTRACTOR") executed and effective on July 12, 2022 (hereinafter "Agreement").

Section 1 of the Agreement is hereby amended to read as follows:

1. Employment of CONTRACTOR. Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibits A and C, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the **Scope of Work/Work Schedules set forth in Exhibits A and C:**
  - (a) The scope of work is briefly described and outlined as follows:  
*Nacimiento Dam 8th FERC Part 12D inspection and report, and PFMA workshop, and Nacimiento Dam Spillway Panel 14R Repair Engineering and QCIP Management Services, and General Engineering Services.*
  - (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.

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

- 3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR in accordance with the fee schedules set forth in Exhibits B and D. The maximum amount payable to CONTRACTOR under this contract is **Two hundred twenty seven thousand six hundred twenty dollars (\$227,620)**, summarized below:

\$137,680 Original Agreement  
 \$ 89,940 Amendment No. 1  
 \$227,620 Not-to-Exceed Total

Section 31 of the Agreement is hereby amended to read as follows:

- 31. Exhibits. The following Exhibits are attached hereto and incorporated by reference:  
 Exhibit A - Scope of Work/Work Schedule for Nacimiento Dam 8<sup>th</sup> Part 12D Inspection, Report and PFMA  
 Exhibit B - Fee Schedule for Nacimiento Dam 8<sup>th</sup> Part 12D Inspection, Report and PFMA  
 Exhibit C - Scope of Work/Work Schedule for Nacimiento Dam Spillway Panel 14R Repair Engineering and QCIP Services and General Engineering Services  
 Exhibit D – Payment Provisions for Nacimiento Dam Spillway Panel 14R Repair Engineering and QCIP Services and General Engineering Services

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

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

**MONTEREY COUNTY  
WATER RESOURCES AGENCY**

Digitally signed by  
  
 2B64A5A1043A441  
 Brent Buche, General Manager

Dated: 8/30/2022 | 2:44 PM PDT

**CONTRACTOR**

By: **Chad Masching**  
Digitally signed by Chad Masching  
 DN: C=US, E=cmasching@geiconsultants.com, O="GEI Consultants, Inc.", OU=Engineering, CN=Chad Masching  
 Date: 2022.08.03 14:30:09-06'00'  
 (signature)

Chad Masching, Vice President  
 (print name and title)\*

Dated: 8/3/2022

By:   
 (signature)

William Rettberg, Senior Vice President  
 (print name and title)\*

Dated: 8/3/2022

\*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.

(GEI Consultants, Inc. – Amendment No. 1)

\* \* \* \* \*

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

DocuSigned by:  
*Kelly L. Doulon*  
22D090CA05A940B...  
Assistant County Counsel

Dated: 8/16/2022 | 9:02 AM PDT

County Counsel – Risk Manager

Dated:

Approved as to fiscal provisions:

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

Dated: 8/16/2022 | 9:42 AM PDT

DocuSigned by:  
*Gary Giboney*  
D383485EC4D8440...  
Auditor-Controller<sup>2</sup>

Dated: 8/16/2022 | 9:21 AM PDT

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

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

# EXHIBIT C

## Scope of Work / Work Schedule for Nacimiento Dam Spillway Panel 14R Repair Engineering and QCIP Services and General Engineering Services

A portion of Nacimiento Dam spillway chute Panel 14R has been found to be unsupported by the rock foundation, and repair is needed to restore that portion of Panel 14R to its original design. Panel 14R repair requires engineering services and construction inspection services in accordance with the Quality Control Inspection Program (QCIP). Panel 14R repairs include (1) grouting under the wall footing adjacent to Panel 14R near transverse Drain No. 4, (2) demolition and replacement of the downstream portion of chute floor at Panel 14R, (3) construction of two new cleanouts to access the longitudinal drains of Panel 14R for maintenance and inspection, and (4) other work included within the Drawings and Specifications.

GEI's scope of work is based on information from the following documentation developed by GEI for MCWRA:

1. Design Memo, Design Drawings, and Specifications: Nacimiento Dam Spillway Chute Panel 14R Repair, dated April 18, 2022, by GEI.
2. Quality Control Inspection Program (QCIP): Spillway Chute Panel 14R Repair – Nacimiento Dam dated April 8, 2022, by GEI. The scope

This Scope of Work consists of the following tasks:

- Task 1 – Inspection Services during Construction for QCIP Manager Position
- Task 2 – Inspection Services during Construction for QCIP Inspector Position
- Task 3 – Inspection Services during Construction for QCIP Design Engineer Position
- Task 4 – Engineering Services for As-Built and Final Construction Report
- Task 5 – General Engineering Services

GEI will provide engineering services as described herein. MCWRA intends to provide primary staffing of the QCIP Manager and QCIP Inspector positions from another consultant and in-house personnel. GEI will provide QCIP Manager and QCIP Inspector positions as needed up to the man-hours indicated herein to give MCWRA flexibility in selecting the preferred combination of consultant and in-house support to oversee completion and documentation of the work.

### **Task 1 – Inspection Services during Construction for QCIP Manager Position**

As per the QCIP's Organization and Staffing Responsibilities, GEI will provide a FERC approved QCIP Manager who reports directly to the MCWRA Project Manager (PM) for up to the man-hours indicated in Exhibit D-Table 1. The following are a list of tasks that the QCIP Manager may perform to support MCWRA and satisfy FERC and DSOD requirements:

1. Submittal review and response;
2. RFI review and response / Site correspondence, as needed;
3. Preparation and/or review of daily field reports;

4. Review of contractor pay requests and design changes;
5. Assist the PM with negotiation of change orders and contractor claims;
6. Coordinate material testing with the material testing laboratory;
7. Report any situation where the plans and specifications do not appear to be appropriate for the conditions encountered to the PM and may recommend changes to the PM and/or Design Engineer;
8. Issue nonconformance reports and stop work due to adverse quality conditions or potentially unsafe work practices;
9. Participate in two meetings; additional meetings may be requested:
  - Kickoff meeting with the contractor, DSOD, and FERC;
  - Site visit at completion of demolition at chute Panel 14R when the exposure of the chute subsurface voids will allow determination if additional adjacent areas need removal/replacement or repair.

### **Task 2 – Inspection Services during Construction for QCIP Inspector Position**

As per the QCIP's Organization and Staffing Responsibilities, GEI will provide a FERC approved Inspector on-site who reports directly to the QCIP Manager up to the man-hours indicated in Exhibit D-Table 1. The Inspector will complete daily field reports to include construction photographs. The Inspector will perform the typical day-to-day inspections for the project. 10-hour work days are assumed up to 6 days per week.

### **Task 3 - Inspection Services during Construction for Design Engineer**

During construction, the GEI Design Engineer (Bill Rettberg, PE) will be ultimately responsible for approval of required contractor submittals, shop drawings, material certificates, and reviewing the final construction documentation report prepared by the QCIP Manager to document compliance with Contract documents. The Design Engineer will be supported by engineering support staff, including Chad Masching, PE (CO) the project design lead. GEI will provide MCWRA with construction support to assist in laying out repair areas, reviewing the slab subgrade, coordinating, and performing Owner Quality Assurance testing, and documenting the repairs made for submittal to the DSOD and FERC.

GEI will provide weekly progress reports, and the weekly report will be based on the daily reports prepared by the Inspector or QCIP Manager. Weekly reports will include construction summary, QC testing, contractors onsite and equipment used, unanticipated construction difficulties, approved changes, and annotated photographs.

The Weekly Report will include the following as it relates to the project:

1. Progress of Work
2. Status of Construction
3. Construction Difficulties
4. Contract Status
5. Critical Events and Dates
6. Reservoir Filling (if applicable)
7. Foundations
8. Sources of Major Construction Materials
9. Material Testing and Results
10. Instrumentation (if applicable)
11. Photographs
12. Other Items

#### **Task 4 – Engineering Services for As-Built and Final Construction Report**

The Final Construction Report will be formatted to meet FERC QCIP requirements and will include summaries of the construction, any RFI or project change orders, and results of construction Quality Control and any Owner Quality Assurance Testing. Red-line as-built drawings developed by the contractor with the QCIP manager and Inspector will be updated in AutoCAD. Updated AutoCAD files and PDF version of as-built drawings will be provided to MCWRA.

#### **Spillway Panel 14R Repair Schedule**

Construction is considered for a period of 3 months (13 weeks) anticipated to start in August 2022. Schedule will be driven by MCWRA’s notice to proceed and the contractor’s construction schedule.

#### **Task 5 – General Engineering Services**

Condition assessment, investigation, repair, planning, and permitting activities at MCWRA facilities are ongoing. Engineering services listed below may be needed for conditions encountered in the field during such investigations and repairs. Work under this item will be specified and authorized in writing by MCWRA General Manager or Senior Engineer, Dam Safety & Engineering Section prior to GEI commencement. Work under this item may include, but is not limited to:

- Hydraulic engineering
- Hydrologic engineering
- Geotechnical engineering
- Structural engineering
- Surveying services
- Geological services
- Construction inspection / resident engineer services
- Environmental and permitting services
- Dam inspection services

Deliverables may include, but are not limited to:

- Technical reports
- Data reports
- Inspection reports
- Progress reports
- Drawings
- Specifications
- Technical recommendations
- Presentations

Work will be performed in accordance with the laws and rules of the California Board for Professional Engineers, Land Surveyors, and Geologists.

## EXHIBIT D

### Payment Provisions for Nacimiento Dam Spillway Panel 14R Repair Engineering and QCIP Services and General Engineering Services

GEI Consultants, Inc. will perform work described in Exhibit C, and will be paid on a time and expense basis up to the not-to-exceed the total amount shown in Table 1. Total cost will not exceed this amount so long as the Scope of Work is not changed. Hourly billing rates and expenses will be paid per the Fee Schedule and payable expenses described in Exhibit A.

The budget for services described in Exhibit C - Nacimiento Dam Spillway Panel 14R Repair Engineering and QCIP Services, and General Engineering Services, is shown in Table 1 below.

**Table 1.**

Task	Service	Personnel					Total Labor Hours	Labor and Expenses			
		Bill Rettberg (Gr. 8)	Chad Masching (Gr. 7)	Rob Fill (Gr. 7)	Enrico Rufini (Gr. 6-7)	Hugo Velasquez (Gr. 5)		Labor	Expenses	Total	
1	QCIP Manager			64			64	\$16,960	\$1,920	\$18,880	
2	QCIP Inspector				80		80	\$17,840	\$2,400	\$20,240	
3	Design Engineer during Construction	14	14				28	\$ 7,868	\$1,440	\$ 9,308	
4	Engineering Services for As-Builts and Final Construction Report	8	8	8		76	100	\$21,512	--	\$21,512	
5	General Engineering Services										\$20,000
								<b>Total</b>			<b>\$89,940</b>

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

**THIS AMENDMENT NO. 2** is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of Professional services by and between **GEI CONSULTANTS, INC.**, hereinafter “CONTRACTOR”, and the Monterey County Water Resources Agency, a political subdivision of the State of California, hereinafter referred to as “Agency”.

**WHEREAS**, the CONTRACTOR entered into an Agreement for Professional Services (hereinafter “Agreement”) with Agency on July 5, 2022, and processed an Amendment No. 1 on August 30, 2022; and

**WHEREAS**, the Agency and CONTRACTOR wish to enter into Amendment No. 2 to amend the Agreement to extend the term of the Agreement to June 30, 2026; and

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

1. Amend Section 2, “**Term of Agreement**” to read as follows:

The term of this agreement shall begin on **July 5, 2022**, by CONTRACTOR and Agency, and will terminate on **June 30, 2026**, unless earlier terminated as provided herein.

2. All other terms and conditions of the Agreement remain unchanged and in full force.
3. A copy of this AMENDMENT NO. 2 shall be attached to the original AGREEMENT dated July 12, 2022.

*This space left blank intentionally*

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

MONTEREY COUNTY WATER  
RESOURCES AGENCY

DocuSigned by:  
*Ara Aghderian*  
1F182FFB49A2435...  
General Manager

Dated: 8/9/2023 | 2:20 PM PDT

Approved as to Fiscal Provisions:  
DocuSigned by:  
*Patricia Ruiz*  
E79EF64E57454F6...  
Deputy Auditor/Controller

Dated: 8/8/2023 | 10:56 AM PDT

Approved as to Liability Provisions:  
  
Risk Management

Dated:

Approved as to Form:  
DocuSigned by:  
*Kelly L. Doulon*  
22D690CA05A940B...  
Assistant County Counsel

Dated: 8/8/2023 | 10:42 AM PDT

CONTRACTOR

By: *Chad Masching*  
Signature  
Digitally signed by Chad Masching  
DN: C=US,  
E=cmasching@geiconsultants.com, O="GEI  
Consultants, Inc.", OU=Denver Engineering,  
CN=Chad Masching  
Date: 2023.08.02 14:57:53-06'00'

Chad Masching, Vice President  
Printed Name and Title  
8/2/2023

Dated:

By:   
Signature

Bill Rettberg, Senior Vice President  
Printed Name and Title

Dated: 8/7/23

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

8/8/2023 | 1:56 PM PDT

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

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

This is an agreement (“Agreement”) between the Monterey County Water Resources Agency, hereinafter called "Agency," and GEI Consultants, Inc., a California Corporation located at 180 Grand Avenue, Suite 1410, Oakland CA 94612 hereinafter called "CONTRACTOR".

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

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

- (a) The scope of work is briefly described and outlined as follows:  
~~Nacimiento Dam 8th FERC Part 12D inspection and report, spillway focused PFMA, and Owner's Dam Safety Program audit~~  
**and PFMA Workshop** Cmm
- (b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
- (c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- (d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.

2. Term of Agreement. The term of this Agreement shall begin on July 5, 2022 by CONTRACTOR and Agency, and will terminate on June 30, 2023, unless earlier terminated as provided herein.

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

(\$ 137,680).

4. Monthly Invoices by CONTRACTOR; Payment.

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

5. Indemnification

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

force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

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

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

## 6. Insurance.

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

This verification of coverage shall be sent to the Agency's Contact, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the Agency. This approval of insurance shall

neither relieve nor decrease the liability of the CONTRACTOR.

6.2 Qualifying Insurers:

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

6.3 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

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

#### 6.4 Other Insurance Requirements.

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

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

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

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

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Agency, annual certificates to Agency's Contract Administrator. If the certificate is not received by the expiration date, Agency shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in

the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles Agency, at its sole discretion, to terminate this Agreement immediately.

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

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

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

deducted from any sum due CONTRACTOR.

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

CONTRACTOR prior to commencement of work under this Agreement, which materials shall remain the property of CONTRACTOR.

16. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which Agency is the grantee, CONTRACTOR shall comply with all provisions of such grant applicable to CONTRACTOR's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.
17. Conflict of Interest. CONTRACTOR warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.
18. Governing Laws. This Agreement is entered into in the County of Monterey, State of California, and shall be construed and enforced in accordance with the laws of the State of California. The parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.
19. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
20. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.
21. Waiver. Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.
22. Successors and Assigns. This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.
23. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.
24. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

25. Time is of the Essence. The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.

26. Contract Administrators.

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

Mr. Chad Masching

Agency's designated administrator of this Agreement shall be

Mr. Chris Moss

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

TO AGENCY	TO CONTRACTOR
Name: Mr. Chris Moss	Name: Mr. Chad masching
Address: P.O. Box 930, Salinas CA 93902	Address: 180 Grand Ave, Ste 1410, Oakland, CA 94612
Telephone: 831-755-4860	Telephone: 510-350-2900
Fax: 831-424-7935	Fax: <del>510-350-2901</del> 916-631-4501 <span style="color: red;">Cmm</span>
E-Mail: mosscc@co.monterey.ca.us	E-Mail: cmasching@geiconsultants.com

28. Electronic Deliverables. Where feasible, all reports, documents and other printed information provided to the Agency pursuant to this Agreement shall be submitted in both written and Electronic formats in accordance with the specifications listed in Exhibit C.

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

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

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

Exhibit A - Scope of Work/ Work Schedule

Exhibit B - Fee Schedule

Exhibit C -

Exhibit D -

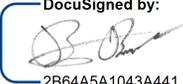
32. Entire Agreement --As of the effective date of this Agreement, this document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating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

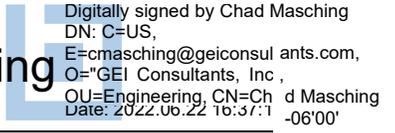
**MONTEREY COUNTY WATER RESOURCES AGENCY  
AGREEMENT FOR PROFESSIONAL SERVICES  
WITH SURVEYORS, ARCHITECTS, ENGINEERS AND/OR DESIGN  
PROFESSIONALS**

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

**MONTEREY COUNTY WATER  
RESOURCES AGENCY:**

**CONTRACTOR:**

BY:   
DocuSigned by:  
2B64A5A1043A441...

BY: **Chad Masching**   
Digitally signed by Chad Masching  
DN: C=US,  
E=cmasching@geiconsultants.com,  
O="GEI Consultants, Inc",  
OU=Engineering, CN=Chad Masching  
Date: 2022.06.22 16:37:10 -06'00'

Brent Buche  
General Manager

Type Name: Chad Masching

Title: Vice President

Date: 7/12/2022 | 3:23 PM PDT

Date: 6/22/2022

BY: 

Type Name: Craig Hall

Title: Vice President

Date: 6/22/2022

\* 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 8th FERC Part 12D, Spillway focused PFMA )  
**Agreement/Amendment No #** ( Original Agreement )

\*\*\*\*\*

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

Approved as to fiscal provisions:

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

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

Dated: 7/8/2022 | 1:14 PM PDT

Dated: 7/11/2022 | 2:56 PM PDT

County Counsel – Risk Manager:

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

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

DocuSigned by:  
*Jennifer Forsyth*  
4E7E657875454AE...  
Dated: 7/11/2022 | 1:01 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 and Work Schedule**

#### **Nacimiento Dam and Hydroelectric Project 8<sup>th</sup> Independent Consultant's Safety Inspection Report, and Spillway Focused Potential Failure Mode Analysis**

for the  
Monterey County Water Resources Agency  
1441 Schilling Place – North Building  
Salinas, California 93901

#### **Background**

The Monterey County Water Resources Agency (MCWRA) is required by CFR 18, Part 12, Subpart D of the Federal Energy Regulatory Commission (FERC) regulations to have an independent consultant (IC) conduct the 8<sup>th</sup> five-year dam safety inspection and safety evaluation report for the Nacimiento Dam and Hydroelectric Project (Project), FERC Project No. 6378-CA. MCWRA must submit the 8<sup>th</sup> Part 12D report to FERC by January 23, 2023.

Nacimiento Dam and Hydroelectric Project is owned and operated by MCWRA. The dam and hydroelectric plant are located on the Nacimiento River, in northern San Luis Obispo County, California. The project includes an embankment dam, inflatable spillway crest gates, high and low-level outlets, and power plant. Nacimiento Reservoir is a multi-use facility operated with consideration given to many factors including dam safety, flood protection, groundwater recharge, operation of the downstream Salinas River Diversion Facility, water supply, fish migration and habitat requirements, agriculture, and recreation. The MCWRA has adopted a Nacimiento Dam Operation Policy.

#### **Critical Infrastructure – Distribution of Project Documents Prohibited**

Nacimiento Dam is classified as “critical infrastructure” under Homeland Security Presidential Directive 7, and as further defined in FERC Order No. 630, issued February 21, 2003. Distribution of any Project documents to anyone outside the GEI Consultants work team for this Scope of Work, or for any use other than responding to this Scope of Work, is strictly prohibited. The Final 8th Part 12D Report will be marked “CEII – Critical Energy Infrastructure Information” per FERC requirements.

#### **Scope of Work**

CFR 18, Part 12, Subpart D, of the Federal Energy Regulatory Commission's (FERC) regulations prescribes the scope of the Independent Consultant (IC) evaluations and field inspection, as well as the information that must be contained in the Report. Refer to letters from FERC to MCWRA dated April 6, 2022, which is specific to the 8th Part 12D process for Nacimiento Dam and Hydroelectric Project.

Mr. Craig Hall and Mr. Chad Masching of GEI Consultants, Inc. will act as Co-Independent Consultants (IC's), as approved by FERC.

**Tasks****1. Project Record Review**

GEI's proposed team already has background knowledge of Nacimiento Dam from the last Part 12D inspections and STID updates in 2018 and recent work on the Nacimiento Dam Spillway. GEI will review these, and any additional records and reports provided by MCWRA, including: original construction drawings, reports, and photographs, prior Part 12D reports, hydrology reports, inspection reports, Dam Surveillance & Monitoring Plan and Reports, and Project modification records.

**2. Supporting Technical Information (STI) document Assessment**

The Supporting Technical Information (STI) Document is a concise document which summarizes the PFMA, details the project components, discusses the construction history, Standard Operation Procedures (SOPs), geologic and seismic setting, hydrology and hydraulics, and lays the groundworks for monitoring the facility. Maintaining the STI document updates is not only a FERC requirement, but it allows quick access to pertinent information to the owner. GEI will review the STI document for Nacimiento Dam in accordance with FERC Chapter 14 and MCWRA requirements. The review will include all sections of the STI document, and we will make definitive statements in the CSIR about our opinions of completeness for each section in the STI report. As part of this Task, GEI will review, evaluate, and comment on the appropriateness of previous analyses contained in the STI document.

**Deliverables:**

- a. Recommended edits will be included in the CSIR.

**3. FERC Pre-Inspection Conference Call with IC and MCWRA**

The FERC has stressed the importance of the 90-Day Pre-Inspection conference call in part to discuss FERC expectations deficiencies in reviews of recent Part12Ds from this and other projects. This meeting will discuss the roles and responsibilities of the MCWRA, the ICs, and FERC and provide status of the outstanding studies and previous recommendations from the previous Part 12D reports. Prior to the meeting, GEI's IC team will review the previous Part 12D reports, the STID, MCWRA correspondence letters with FERC, and hold discussions with MCWRA staff. GEI assumes that FERC will prepare the call agenda and lead the call discussion. We will discuss our Project understanding with MCWRA prior to the 90-Day Pre-Meeting.

The core team, including the IC team, geology lead, and workshop recorder will participate in the 90-minute call. An Independent Facilitator could be considered to facilitate the PFMA workshop, but pricing for this individual has not been included.

**Deliverables:**

- a. Copy of recorder's conference call notes

**4. Part 12D Project Field Inspection**

Prior to mobilization to perform the Part 12D site inspections, the IC and inspection team will review the previous CSIRs, previous FERC Annual Inspection Reports, the Dam Safety Surveillance Monitoring Plans (DSSMP), the latest Dam Safety Surveillance Monitoring Reports (DSSMR), and project STIDs. This review will allow the IC team to become intimately familiar with the Project and prepare the inspection team to focus on those areas most critical to dam safety.

The Part 12D inspection for Nacimiento Dam will include the work outlined in Title 18, Part 12, Subpart D of the Code of Federal Regulations, Part 12D Safety Inspection Report Outline as presented in enclosure 3 of FERC's April 6, 2022, letter. The inspection will follow the guidelines discussed in Chapter 14 of the FERC Engineering Guidelines for the Evaluation of Hydropower Projects. Mr. Chad Masching, PE and Mr. Craig Hall, PE will be the Co-ICs for the inspection. The IC team will be assisted by Ms. Amber Misgen, taking notes and photographs.

A Health and Safety Plan will be developed and submitted to MCWRA. This plan will provide the procedures, equipment, and schedule of events for the Part 12D inspection. The plan will summarize important information from the STID. GEI has developed an inspection checklist for Part 12D inspections and will tailor this list to Nacimiento Dam. The checklist is integral to ensuring that relevant facilities and appurtenances are inspected and documented during the inspection. GEI's Health and Safety Officer will review the safety plan and verify implementation of the safety procedures.

The morning of the field inspection, GEI, MCWRA and the FERC inspector will meet to discuss inspection objectives and provide a brief review of the project history, ongoing, planned or completed deficiency remediation, monitoring and instrumentation, and specific PFMs that may require field verification. The field inspection and pre-inspection meeting is anticipated to be completed in one day.

A photo log will be developed which summarizes the observations during the inspection. GEI will schedule the inspection early in the planning process to provide adequate time for coordination with MCWRA and FERC.

Deliverables:

- a. Health and Safety Plan ten (10) days prior to inspection date
- b. Inspection field notes and photos

5. Potential Failure Mode Analysis & Workshop

Potential Failure Modes Analysis (PFMA) workshop sessions for Nacimiento Dam will be conducted to review and update the previous PFMs. GEI's IC team will take turns facilitating the workshop session, but an Independent Facilitator could be added at MCWRA's request. The PFMA workshop sessions will take place following completion of the Field Inspection in a space provided by MCWRA so operations staff can attend. Mr. Masching and Mr. Hall, as the Co-ICs, will participate in the PFMA workshop as Core Team members. The workshop will include the physical site review, discussion of background information, analyses and drawings review, and the PFMA Workshop session. Other members of the GEI team will provide the ICs with targeted, in-depth review and discussion regarding their specific areas of expertise prior to the workshop.

We have read FERC's April 6, 2022, letter to MCWRA regarding expectations for the Eighth Independent Consultant's Safety Inspection Report for the Project. We anticipate that the PFMA Workshop will primarily be a review of the existing PFMs that were developed in 2018, but additional PFMs will likely be developed during a brainstorming session. GEI will work with MCWRA to ensure that the PFMA review session effectively address the range of potential failure modes for Nacimiento Dam.

Prior to the PFMA workshop session, GEI will participate in a conference call with MCWRA to establish expectations and requirements for the PFMA for Nacimiento Dam. The PFMA workshop is anticipated to take 3 days due to the number of PFMs that need to be reviewed.

The PFMA workshop session will be documented in a PFMA report to include Major Findings and Understandings (MFU). We anticipate that GEI will distribute background information to PFMA participants, as needed, to facilitate active participation in the PFMA workshop session. While PFMA workshops typically have time scheduled for “Discovery and Review of the Project,” GEI’s participating team members will become intimately familiar with the project before the PFMA review session and will utilize secret balloting to poll the group for classification of PFMs (Cats. I, II, III, IV).

#### Core Team Members

Each Core Team member is expected to review all background material chosen by the IC’s. The MCWRA Chief Dam Safety Engineer will be responsible for supplying background material to the IC’s and general coordination of activities. Core Team members are shown below.

- PFMA Workshop Co-Facilitators – Craig Hall PE, GE; Chad Masching, PE
- Part 12D Co-Independent Consultant – Craig Hall PE, GE
- Part 12D Co-Independent Consultant – Chad Masching, PE
- Engineering Geologist – Chris Slack, PG, CEG
- MCWRA Chief Dam Safety Engineer – Chris Moss, PE
- FERC Inspector
- FERC Project Engineer

#### Deliverables:

- a. A draft PFMA report will be prepared for Nacimiento Dam. An electronic copy (in Word and PDF formats) of the PFMA report will be submitted to MCWRA.
  - b. An electronic copy of the finalized PFMA report will be submitted by MCWRA to FERC as updates to Section 1 of the STID for the Nacimiento Dam project.
6. 8<sup>th</sup> Part 12D Report

Upon completion of the Part 12D Safety Inspection, the ICs will oversee the preparation of the Draft Part 12D Safety Inspection Report. The report will be organized and formatted in accordance with FERC requirements, which includes utilizing the FERC-prescribed Part 12D Safety Inspection Report Outline and Engineering Guidelines Chapter 14 and will account for FERC comments to the last P12D report.

Within the report, the ICs will make clear statements that they have reviewed the pertinent analyses and evaluations along with the underlying assumptions and that they conclude that the assumptions and methods of analysis or evaluation were appropriate for the structure, were applied correctly and are appropriate given the current guidelines and the state of dam safety practice, if such clarifying statement is warranted. The ICs, after thoughtful review and consideration, may make recommendations in the report that, in their judgement, specific analyses or evaluations are not appropriate or acceptable and may need to be modified or updated.

The ICs will specifically address the FERC concerns brought forth in their April 6, 2022, letter to MCWRA regarding providing definitive statements in review of the Nacimiento Dam STID. The FERC did not provide any specific comments to the previous Part 12D.

Due to the extended timeframe to receive FERC responses, we are not providing a budget allowance to respond to FERC comments. Project historical records, a recent Spillway Condition Assessment Report and a recent non-destructive evaluation report will be available for the IC's to review regarding this item.

**Note:** FERC makes it clear in the April 6, 2022, letter to MCWRA that unresponsive Part 12D Reports will be rejected, which would be unacceptable to MCWRA.

**Deliverables:**

- a. Draft Part 12D Report: Provide one (1) editable Microsoft WORD version and one (1) PDF version for MCWRA review and comment
  - o Final Part 12D Report: Provide one (1) Microsoft WORD version and one (1) Adobe Acrobat PDF version of the entire report with section bookmarks and searchable text, which is generated from a native document and not simply scanned, and provide all original images of inspection photos used in the report. **NOTE:** per FERC requirements, label the Final 8<sup>th</sup> Part 12D Report "CEII – Critical Energy Infrastructure Information"

**Meetings**

The following meetings for the 8<sup>th</sup> Part 12D work are expected:

- o A kick-off meeting or Webex/conference call to discuss roles and responsibilities, schedule, administrative matters, etc.
- o A meeting or Webex/conference call with MCWRA staff to present and discuss Final Part 12D report findings, conclusions and recommendations, and potential plan and schedule options for addressing recommendations.
- o Work status calls at least every two weeks with MCWRA Project Manager

**Work Schedule**

July 5, 2022	Commence work
October 2022 (three consecutive days)	Field Inspection and Potential Failure Mode Analysis Workshop (Dam & Spillway)
December 2022	Submit Draft Part 12D Report to MCWRA
January 2023	Submit Final Part 12D Report to MCWRA
By January 23, 2023	MCWRA submit Final Part 12D Report to FERC
By April, 2023	Present Part 12D Report conclusions and recommendations to MCWRA Board of Directors

**Attachments**

1. FERC Letter Dated April 6, 2022

## Exhibit B

### Payment Provisions

GEI Consultants, Inc. will perform work described in Exhibit A, and will be paid on a time and expense basis up to the not-to-exceed total amount of \$137,680. Total cost will not exceed this amount so long as the Scope of Work is not changed. Hourly billing rates will be paid per the Fee Schedule below and expenses will be paid as described below.

#### FEE SCHEDULE

<u>Personnel Category</u>	<i>Hourly Billing Rate</i> \$ per hour
Staff Professional – Grade 1	\$ 132
Staff Professional – Grade 2	\$ 145
Project Professional – Grade 3	\$ 159
Project Professional – Grade 4	\$ 178
Senior Professional – Grade 5	\$ 210
Senior Professional – Grade 6	\$ 239
Senior Professional – Grade 7	\$ 284
Senior Consultant – Grade 8	\$ 318
Senior Consultant – Grade 9	\$ 388
Senior Principal – Grade 10	\$ 388
-----	
Senior Drafter and Designer	\$ 159
Drafter / Designer and Senior Technician	\$ 145
Field Professional	\$ 119
Technician, Word Processor, Administrative Staff	\$ 118
Office Aide	\$ 92

Above rates are billed for both regular and overtime hours in all categories. The Fee Schedule herein shall be valid for a twelve-month period, beginning July 1, 2022. Hourly billing rates and other direct costs chargeable to the project may be modified as agreed by Agency and GEI Consultants, Inc. after said period of time. The parties shall agree to any modification in writing as an Amendment to the Agreement.

#### EXPENSES

Expenses are identifiable costs necessarily incurred by GEI Consultants, Inc. to complete the Scope of Work. Expenses include, but are not limited to, travel and subsistence expenses, document reproduction costs, and postal 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 hotel, 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. Sub-consultant, postal and materials costs may be marked-up 10%.

### Nacimiento Dam and Hydroelectric Project 8<sup>th</sup> Independent Consultant's Safety Inspection Report

#### PROJECT COST PROPOSAL

Labor Estimates

Task No.	Description	Labor Estimates													Total Estimate				
		Masching Co-IC / Project Manager		Rettberg Principal in Charge / QC		Hall Co-IC		Slack/Rufini Geologist		Misgen Recorder		Miller H&H		Admin Document Production		Labor	ODCs	Total	
		Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$		
1.	PROJECT RECORD REVIEW	26	\$ 7,384.00	0	\$ -	26	\$ 8,268.00	8	\$ 2,272.00	30	\$ 5,340.00	0	\$ -	0	\$ -	90	\$ 23,264	\$ -	\$ 23,264
2.	STID ASSESSMENT	8	\$ 2,272.00	4	\$ 1,272.00	8	\$ 2,544.00	4	\$ 1,136.00	16	\$ 2,848.00	10	\$ 2,840.00	0	\$ -	50	\$ 12,912	\$ -	\$ 12,912
3.	90-DAY PRE-INSPECTION	2	\$ 568.00	0	\$ -	2	\$ 636.00	0	\$ -	6	\$ 1,068.00	0	\$ -	0	\$ -	10	\$ 2,272	\$ -	\$ 2,272
4.	PART 12D PROJECT FIELD INSPECTION	8	\$ 2,272.00	0	\$ -	8	\$ 2,544.00	8	\$ 2,272.00	8	\$ 1,424.00	0	\$ -	0	\$ -	32	\$ 8,512	\$ 2,200	\$ 10,712
5.	PFMA WORKSHOP	52	\$ 14,768.00	4	\$ 1,272.00	36	\$ 11,448.00	24	\$ 6,816.00	48	\$ 8,544.00	0	\$ -	40	\$ 4,720.00	204	\$ 47,568	\$ 4,400	\$ 51,968
6.	PART 12D REPORT PREPARATION	24	\$ 6,816.00	0	\$ -	20	\$ 6,360.00	10	\$ 2,840.00	76	\$ 13,528.00	0	\$ -	56	\$ 6,608.00	186	\$ 36,152	\$ 400	\$ 36,552
<b>TOTAL - TASKS 1 - 7</b>		<b>120</b>	<b>\$ 34,080.00</b>	<b>8</b>	<b>\$ 2,544.00</b>	<b>100</b>	<b>\$ 31,800.00</b>	<b>54</b>	<b>\$ 15,336.00</b>	<b>184</b>	<b>\$ 32,752.00</b>	<b>10</b>	<b>\$ 2,840.00</b>	<b>96</b>	<b>\$ 11,328.00</b>	<b>572</b>	<b>\$ 130,680</b>	<b>\$ 7,000</b>	<b>\$ 137,680</b>



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

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

APPROVE AMENDMENT NO. 3 TO THE PROFESSIONAL )  
SERVICES AGREEMENT WITH GEI CONSULTANTS, INC., TO )  
INCREASE THE DOLLAR AMOUNT BY \$249,676 FOR A TOTAL )  
CONTRACT AMOUNT NOT-TO-EXCEED \$477,296; AND EXTEND )  
THE TERM OF THE AGREEMENT TO DECEMBER 31, 2027, TO )  
PROVIDE ENGINEERING SERVICES FOR NACIMIENTO DAM )  
INCLUDING DESIGN OF A PENSTOCK PROTECTION WALL; AND )  
AUTHORIZE THE GENERAL MANAGER TO EXECUTE THE )  
AMENDMENT. )

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

1. Approves Amendment No. 3 to the Professional Services Agreement with GEI Consultants, Inc., to increase the dollar amount by \$249,676 for a total contract amount not-to-exceed \$477,296; and
2. Extends the term of the Agreement to December 31, 2027, to provide engineering services for Nacimiento Dam including design of a penstock protection wall; and
3. Authorizes General Manager to execute the Amendment.

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

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

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



# County of Monterey

**Item No.7**

## Board Report

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

**Legistar File Number: WRAG 25-127**

**August 18, 2025**

**Introduced:** 8/11/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Consider approving Amendment No. 1 to the Agreement for Services with Fieldman, Rolapp and Associates, Inc., to extend the term of the contract from August 3, 2028, to December 31, 2028, to increase the dollar amount by \$75,000 for a total contract amount not to exceed \$165,000 for financial management services; and authorize the General Manager to execute the amendment. (Presenter: Ara Azhderian)

### RECOMMENDATION:

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

Approve Amendment No. 1 to the Agreement for Services with Fieldman, Rolapp and Associates, Inc., to extend the term of the contract from August 3, 2028, to December 31, 2028, to increase the dollar amount by \$75,000 for a total contract amount not to exceed \$165,000 for financial management services; and authorize the General Manager to execute the amendment.

### SUMMARY/DISCUSSION:

On August 3, 2023, the Monterey County Water Resources Agency (Agency) entered into an Agreement with Fieldman, Rolapp and Associates, Inc. to provide financial advice and management services, including development and maintenance of a Long Range Financial Plan Model and identification of potential funding strategies to support development of the Agency's Dam Safety & Operations Financial Strategy. Fieldman has presented the Long Range Financial Plan Model and potential funding strategies to the Planning Committee, February 2024, Finance Committee, February 2025, and the Special Board of Directors Workshop with stakeholders on July 9, 2025.

Amendment No. 1 seeks to expand Fieldman's Scope of Services to complete Phase I of the original Agreement, maintaining the Long Range Financial Plan Model and supporting development of a long-range financial plan, and to implement Phase II, Analysis of Funding Options and Implementation of the Funding Strategy. Implementation of the Funding Strategy includes:

- Review and revision of financial policies;
- Support for S&P Rating Evaluation Service;
- Advise on WIFIA Loan determination;
- Support for Funding Strategy general election;
- Support staff and Agency presentations.

The Agency will direct the scope of work over the next three and a half years. All or none of the scope of work may be implemented, depending upon stakeholder engagement, legal and

technical review and reports, including hydrologic and economic analysis, competing time constraints, and election results. Extension of the contract is to align services with the November 7, 2028, general election.

At its August 1st, 2025, meeting, the Finance Committee directed that Amendment #1 be brought to the Board of Directors for consideration, without offering a recommendation.

STRATEGIC PLAN ALIGNMENT:

This recommendation aligns with the Board approved Strategic Plan Goals: A, Strategies 3 & 5; C, Strategies 1 & 2; and D, Strategies 1 & 3.

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

Funding for this Amendment was approved by the Board of Directors on April 21, and the Board of Supervisors on June 17, and are budgeted from Funds 111 - Administration & Countywide Services and 116 - Salinas Valley Water Project Dam Operations, Maintenance & Administration for the adopted FY2025-2026 Budget. The proposed Scope of Services spans three and a half years and in the current fiscal-year, \$25,000 in expenses are anticipated. Other Funds may also be identified in future fiscal years.

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

Attachments:

1. Original Agreement for Services
2. Amendment No. 1
3. Revised Scope of Services
4. July 9, 2025, Dam Safety & Operations Financial Strategy presentation
5. Board Order



# County of Monterey

## Item No.7

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Board of Supervisors  
Chambers  
168 W. Alisal St., 1st Floor  
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- Support staff and Agency presentations.

The Agency will direct the scope of work over the next three and a half years. All or none of the scope of work may be implemented, depending upon stakeholder engagement, legal and technical

review and reports, including hydrologic and economic analysis, competing time constraints, and election results. Extension of the contract is to align services with the November 7, 2028, general election.

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STRATEGIC PLAN ALIGNMENT:

This recommendation aligns with the Board approved Strategic Plan Goals: A, Strategies 3 & 5; C, Strategies 1 & 2; and D, Strategies 1 & 3.

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

Funding for this Amendment was approved by the Board of Directors on April 21, and the Board of Supervisors on June 17, and are budgeted from Funds 111 - Administration & Countywide Services and 116 - Salinas Valley Water Project Dam Operations, Maintenance & Administration for the adopted FY2025-2026 Budget. The proposed Scope of Services spans three and a half years and in the current fiscal-year, \$25,000 in expenses are anticipated. Other Funds may also be identified in future fiscal years.

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

Attachments:

1. Original Agreement for Services
2. Amendment No. 1
3. Revised Scope of Services
4. July 9, 2025, Dam Safety & Operations Financial Strategy presentation
5. Board Order

**MONTEREY COUNTY WATER RESOURCES AGENCY  
AND FIELDMAN, ROLAPP AND ASSOCIATES, INC.  
AGREEMENT FOR SERVICES**

This is an agreement ("Agreement") between the Monterey County Water Resources Agency, hereinafter called "Agency," and Fieldman, Rolapp & Associates, Inc., a California Corporation hereinafter called "CONTRACTOR".

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

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

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

Creating a 10-year financial forecasting model and financial plan.

(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 3, 2023 by CONTRACTOR and Agency, and will terminate on August 3, 2028, unless earlier terminated as provided herein.

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

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

(\$ 90,000.00).

4. Monthly Invoices by CONTRACTOR; Payment.

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

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

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

6. Insurance.

6.1 Evidence of Coverage:

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

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

6.2 Qualifying Insurers:

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

6.3 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

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

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

#### 6.4 Other Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR's designated principal responsible for administering  
 CONTRACTOR's work under this Agreement shall be  
Robert A. Porr, Executive Vice President

Agency’s designated administrator of this Agreement shall be  
Ara Azhedrian, General Manager

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

<b>TO AGENCY</b>	<b>TO CONTRACTOR</b>
Name: Ara Azhedrian, GM	Name: Robert A. Porr, EVP
Address: 1441 Schilling Place - North	Address: 19900 MacArthur Irvine, CA 92612
Telephone: 831.755.4860	Telephone: 949.660.7323
Fax: 831.424.7935	Fax:
E-Mail: AzhedrianA@co.monterey.ca.us	E-Mail: rporr@fieldman.com

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

**MONTEREY COUNTY WATER RESOURCES AGENCY  
AND FIELDMAN, ROLAPP & ASSOCIATES, INC.  
AGREEMENT FOR SERVICES**

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

**MONTEREY COUNTY WATER  
RESOURCES AGENCY:**

**CONTRACTOR:**

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

BY:   
\_\_\_\_\_

Ara Azhderian  
General Manager

Type Name: Robert A. Porr

Title: Executive Vice President

Date: 8/17/2023 | 8:34 AM PDT

Date: August 2, 2023

BY:   
\_\_\_\_\_

Type Name: Lora A Nichols

Title: Vice President

Date: August 2, 2023

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

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

\*\*\*\*\*

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

Approved as to fiscal provisions:

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

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

Dated: 8/16/2023 | 8:19 AM PDT

Dated: 8/16/2023 | 1:36 PM PDT

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

DocuSigned by:  
*Patricia Ruiz*  
E79EF64E57454E6...  
\_\_\_\_\_  
Auditor-Controller <sup>2</sup>:

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

Dated: 8/16/2023 | 1:20 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**

### *Scope of Services*

#### **A. Phase I – Development of Financial Model and Funding Strategy. Completion within 6 months of contract execution.**

##### **Financial Review**

- a. Review and analysis of historical financial results;
- b. Review of the current year adopted budget (capital and operations) and amendments, if any;
- c. Review of the Agency's CIP;
- d. Review of fund balances and investments along with expected expenses to determine liquidity levels and amounts available to meet capital expenditures, if any;
- e. Review the Agency's reserve and debt management policies;
- f. Developing a debt capacity analysis; and
- g. Evaluating opportunities to refinance outstanding debt.
- h. Other tasks as directed by the Agency.

##### **Financial Model and Long-Range Financial Plan**

- (i) Create a financial model that will be an aggregation of the revenues, operational expenses, and capital expenditures of the Agency and its funds to produce a customary revenue-supported cash flow with key credit criteria, such as days cash and debt service coverage as outputs. The model permits us to advise the Agency in connection with (a) revenue requirements, (b) potential sources of capital funding, (c) possible credit rating outcomes, and (d) timing for the execution of debt. The financial model will meet the requirements of WIFIA and credit rating agencies.
- (ii) Incorporate debt structures into the financial model, including but not limited to traditional municipal securities, loans through the California State Water Resources Control Board, loans through the Water Infrastructure and Finance Innovation Act ("WIFIA") program and cash from reserves or from future cash flow. Our analysis will examine the benefits and drawbacks of each of the municipal securities.
- (iii) Develop an overview of a financial plan that will provide approximate timing and amounts to be borrowed and identify the securities to be used to generate proceeds for the CIP.
- (iv) Create, or revise as necessary, debt management and reserve policies that provide a practical approach to supporting the implementation of the long-range financial plan.
- (v) Working with the Agency's legal team to develop financial covenants which will be intended to optimize the Agency's credit rating, if possible.
- (vi) If directed by the Agency, draft a long-range financial plan ("LRFP") document in addition to the financial model, that accurately reflects the LRFP.
- (vii) Recommend a specific course of action to secure the funding of the CIP.
- (viii) Other tasks as directed by the Agency.

## EXHIBIT B - FEE SCHEDULE

The table below shows our current hourly rates.

<u>Personnel</u>	<u>Hourly Rate</u>
Executive Officer .....	\$395.00
Principal .....	\$385.00
Executive / Senior Vice President .....	\$375.00
Vice President .....	\$320.00
Assistant Vice President.....	\$295.00
Senior Associate.....	\$265.00
Associate .....	\$235.00
Analyst .....	\$130.00
Administrative Assistant .....	\$95.00

### Expenses

Expenses will be billed separately and will cover, among other things, travel, lodging, subsistence, overnight courier, conference calls, and computer charges. Advances made on behalf of the District for costs of preparing, printing or distributing disclosure materials or related matter whether by postal services or electronic means, may also be billed through to the District upon prior authorization. For Robert and Lora to attend a meeting at the Agency's offices in Monterey we estimate the cost to the Agency would be approximately \$6,500, which includes airfare, meals and travel time.

### Costs Sheets and Rates

Please refer to the cost sheet below for our estimate of fees and expenses in connection with the creation of a financial model and plan. If directed by Staff, Consultant will incorporate the LRF and financial model into a separate detailed document. Our fees and expenses will be invoiced monthly, but they are not contingent.

Our travel expenses are estimated at \$6,420, based on Robert and Lora attending a single meeting in Monterey. Expenses include airfare (assuming ticket prices of \$700 per passenger), transportation to and from airports, travel time for each passenger and meals. We will work with Agency Staff to do our best to minimize travel and travel-related expenses.

SERVICES	Financial Model and Plan					TOTAL
	PORR EXECUTIVE VP \$375	NICHOLS VICE PRESIDENT \$320	REDMON ASSISTANT VP \$295	MARC INTERN/ANALYST \$130	BENNETT ADMIN. ASSISTANT \$95	
Financial Review - Review overall financial status of the Agency; review budgets, audits and Strategic Plan and other relevant planning documents	10	10	0	12	1	33
Finance Plan - provide financing options by conducting studies and analyses determining the appropriate and cost-effective financing methods, terms, security, and repayment structures relative to the Agency's current finances	4	8	0	16	1	29
Finance Plan - provide debt affordability/capacity analysis in relation to existing debt. Evaluate the feasibility of utilizing existing revenue sources and the need for additional revenue sources	4	8	0	8	1	21
Finance Plan - develop a pro-forma financial model and prepare a capital financing plan for the Agency's 10-year Water System CIP	12	84	0	62	1	159
Quality control review	6	4	6	3	1	20
Recommendation - advice on the amount, type of financing vehicle, maturity structure and market timing of the transaction, as well as the credit structure, call provisions, and repayment terms to obtain the lowest practical interest cost	4	8	0	8	0	20
Recommendation - develop a funding strategy in the form of a memo and PowerPoint presentation	4	5	0	5	4	18
Prepare for and attendance at meetings as requested, including Finance and Board Agency meetings (will vary depending upon scope, nature of matter). Excludes travel time.	8	8	0	4	4	24
Memo Highlighting Funding Strategy	4	2		1	3	10
<b>Total Hours</b>	<b>56</b>	<b>137</b>	<b>6</b>	<b>119</b>	<b>16</b>	<b>324</b>
<b>TOTAL ESTIMATED HOURLY COST</b>	<b>\$21,000</b>	<b>\$43,840</b>	<b>\$1,770</b>	<b>\$15,470</b>	<b>\$1,496</b>	<b>\$83,576</b>
<b>Travel, if required, estimated per trip</b>						<b>\$6,420</b>
<b>TOTAL ESTIMATED COSTS INCLUDING 1 TRIP</b>						<b>\$89,996</b>

## **EXHIBIT C**

### **DELIVERABLES**

#### Required Document Formats

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

Long-Range Financial Model in excel

Memorandum highlighting funding strategy

**AMENDMENT NO. 1  
TO  
AGREEMENT FOR SERVICES  
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND  
FIELDMAN, ROLAPP & ASSOCIATES, INC.**

**THIS AMENDMENT NO. 1** to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, “Agency”) and Fieldman, Rolapp & Associates, Inc. (hereinafter, “CONTRACTOR”) is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and CONTRACTOR are referred to as the “Parties”).

**WHEREAS**, CONTRACTOR entered into an Agreement for Services with the Agency on August 3, 2023 (hereinafter, “Agreement”);

**WHEREAS**, the Parties wish to extend the term of the Agreement from August 3, 2028, to December 31, 2028.

**WHEREAS**, the Parties wish to amend the Agreement with a dollar amount increase of \$75,000.00, for a total contract amount not to exceed \$165,000.00 to continue providing services identified in the Agreement.

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

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

Term of Agreement. The term of this Agreement shall begin on August 3, 2023, by CONTRACTOR and Agency, and will terminate on December 31, 2028, unless earlier terminated as provided herein.

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

Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to the CONTRACTOR under this contract is **One Hundred and Sixty-Five Thousand Dollars (\$165,000)**.

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

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

**MONTEREY COUNTY WATER RESOURCES AGENCY**

**CONTRACTOR: FIELDMAN, ROLAPP & ASSOCIATES, INC.**

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

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

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

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

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

**Approved as to Fiscal Provisions**

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

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

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

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

**Approved as to Indemnity, Insurance Provisions**

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

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

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

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

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

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

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

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

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

**EXHIBIT A – Scope of Services**

***Monterey County Water Resources Agency - Scope of Services***

**A. Phase I – Development of Financial Model and Funding Strategy**

**Financial Review**

- (i) Review and update analysis of historical financial results;
- (ii) Review of the current year adopted budget (capital and operations) and amendments, if any;
- (iii) Review of the Agency’s CIP;
- (iv) Review of fund balances and investments along with expected expenses to determine liquidity levels and amounts available to meet capital expenditures, if any;
- (v) Review the Agency’s reserve and debt management policies;
- (vi) Developing a debt capacity analysis; and
- (vii) Evaluating opportunities to refinance outstanding debt.
- (viii) Other tasks as directed by the Agency.

**Financial Model and Long-Range Financial Plan**

- (i) Update the financial model that reflects an aggregation of the revenues, operational expenses, and capital expenditures of the Agency and its funds to produce a customary revenue-supported cash flow with key credit criteria, such as days cash and debt service coverage as outputs. The model permits us to advise the Agency in connection with (a) revenue requirements, (b) potential sources of capital funding, (c) possible credit rating outcomes, and (d) timing for the execution of debt. The financial model will meet the requirements of WIFIA and credit rating agencies.
- (ii) Review the debt structures incorporated into the financial model, including but not limited to traditional municipal securities, loans through the California State Water Resources Control Board, loans through the Water Infrastructure and Finance Innovation Act (“WIFIA”) program and cash from reserves or from future cash flow. Our analysis will examine the benefits and drawbacks of each of the municipal securities.
- (iii) Develop an overview of a financial plan that will provide approximate timing and amounts to be borrowed and identify the securities to be used to generate proceeds for the CIP.
- (iv) Create, or revise as necessary, debt management and reserve policies that provide a practical approach to supporting the implementation of the long-range financial plan.
- (v) If directed by the Agency, draft a long-range financial plan (“LRFP”) document in addition to the financial model, that accurately reflects the LRFP.
- (vi) Recommend a specific course of action to secure the funding of the CIP.
- (vii) Other tasks as directed by the Agency.

**B. Phase II – Analysis of Funding Options**

- (i) Work with the Agency’s legal team to develop financial covenants which will be intended to optimize the Agency’s credit rating, if possible.
- (ii) Work with the Agency’s legal team to develop a revenue pledge for a proposed issuance of debt.
- (iii) Obtain indicative credit ratings for multiple funding options.
- (iv) Assist with outreach committees or discussion pertaining to public sentiment for implementation of new taxes and assessments.
- (v) Attend any committee or board meetings, as requested.

**C. Phase IIIA – Implementing the Funding Strategy -WIFIA Loan**

- (i) Prepare and file with US Environmental Protection Agency, or Army Corps of Engineers letter of interest / application.
- (ii) If selected for WIFIA Funding prepare and apply with the appropriate federal agency the necessary documentation.
- (iii) Obtain a credit rating for the WIFIA Loan.
- (iv) Lead the finance team in negotiating terms and conditions of a WIFIA Loan, including due diligence correspondence.
- (v) Compute Sizing and Design Structure of the WIFIA Loan.
- (vi) Provide Pre-Closing and Closing Assistance.
- (vii) Calculate Additional Debt Test Compliance.
- (viii) Price and close the WIFIA Loan.

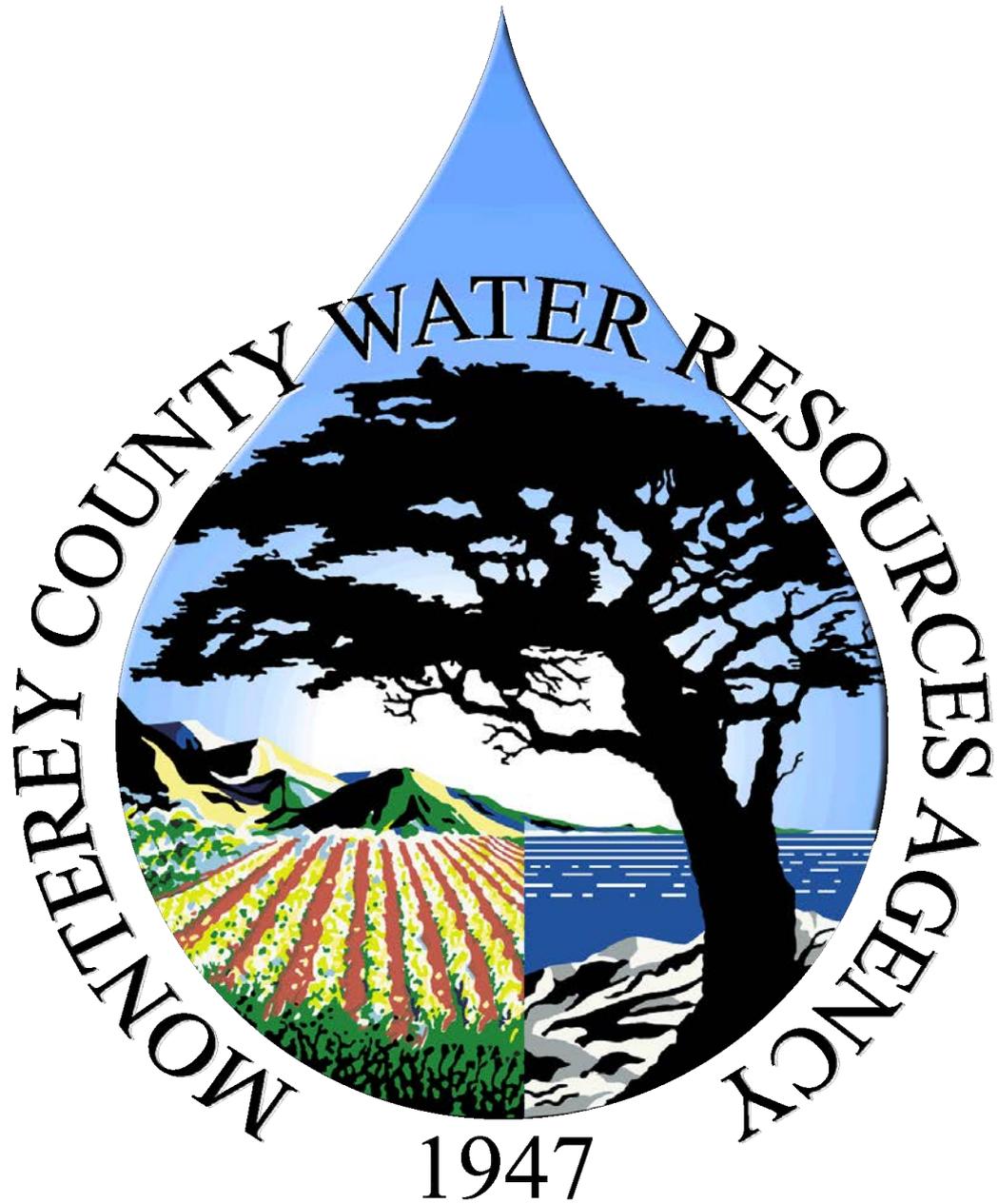
**Phase IIIB – Implementing the Funding Strategy - SRF Funding**

- (ix) Prepare and file with the State Water Resources Control Board (“SWRCB”) an application for a State Revolving Fund Loan (“SRF Loan”).
- (x) If selected for SRF funding prepare the required credit package for SWRCB’s analysis and credit approval.
- (xi) Lead the finance team in negotiating terms and conditions of the SRF Loan.
- (xii) Provide Pre-Closing and Closing Assistance.
- (xiii) Calculate Additional Debt Test Compliance.
- (xiv) Close the SRF Loan.

**Phase IIIC – Implementing the Funding Strategy – Tax-Exempt Bonds**

- (i) Develop the Financing Schedule.
- (ii) Monitor the Transaction Process.
- (iii) Review the Official Statement, both preliminary and final.
- (iv) Procure and Coordinate Additional Service Providers.

- (v) Provide Financial Advice to the Agency Related to Financing Documents.
- (vi) Compute Sizing and Design Structure of the Debt Issue.
- (vii) Plan and Schedule Rating Agency Presentation.
- (viii) Conduct Credit Enhancement Procurement and Evaluation.
- (ix) Conduct Market Analysis and Evaluate Timing of Market Entry.
- (x) Recommend Award of Debt Issuance and Assist with Pricing Discussions.
- (xi) Provide Pre-Closing and Closing Assistance.
- (xii) Calculate Additional Debt Test Compliance.





# **Monterey County Water Resources Agency Board of Director's Workshop**

## **Dam Safety & Operations Financial Strategy**

**July 9, 2025  
10:00am**

# Dam Safety & Operations Financial Strategy

1. Goals of Dam Safety & Ops Financial Strategy
2. Review status of Dam Safety Projects and Grant Funding – San Antonio and Nacimiento
3. Review 2025-26 Fiscal-Year Dam Safety & Operations Budget
4. Review of the Agency’s Existing Debt Obligations and Potential Long-Range Funding Options/Costs
5. Review of Dam Safety & Operations Potential Near-Term Funding Option
6. Current Examples of Cost Allocation Methods
7. Questions & Discussion



# Introduction – Goals of Dam Safety & Operations Financial Strategy

# The Agency's Mission:



“Manage water resources sustainably while minimizing impacts from flooding for present and future generations.”

# Achieving the Mission



# Achieving the Mission



# Achieving the Mission



# Ensure Financial Sustainability

- Develop balanced budgets and Programs & Projects specific reserve targets;
- Develop financial forecasting, cost allocation, and recovery methods;
- Reevaluate Programs & Projects funding sources to ascertain potential revenue enhancements;
- Consider de-obligating un/under-funded activities to align remaining efforts with sustainable revenues;
- Develop funding strategies to support capital replacement and improvement;
- Expand grant writing and public funding capabilities.
- Timeframe: 3 years



# Review status of Dam Safety Projects and Grant Funding – San Antonio

# San Antonio Dam Safety Project Overview

- **SA Dam Safety List of Projects**
  - Overview of Cost Estimates
- **SA Dam Safety Project Descriptions**
  - San Antonio Spillway Replacement Project
    - Background
    - Update
    - Timeline
  - Low Level Outlet Works
  - Instrumentation Projects
  - Access Roads

# San Antonio Dam Safety Projects

Project Schedule		Total Subproject Costs, 2023 Dollars	Total Subproject Costs, 2025 Dollars	Covered by Grants	Unfunded Need (2025)
<b>San Antonio Subprojects</b>					
1	Spillway Replacement	\$ 76,776,780	\$ 82,384,434	\$ 3,800,000	\$ 78,584,434
2	Butterfly Valve Hydraulic Operator Upgrade	\$ 745,790	\$ 800,261	\$ 414,500	\$ 385,761
3	Replace Intake Structure Bulkhead Gate	\$ 409,810	\$ 439,742	\$ 448,000	\$ -
4	Low Level Discharge Valve Maintenance	\$ 279,270	\$ 299,667	\$ 305,000	\$ -
5	Replace Combination Air Release Vacuum Valves	\$ 241,820	\$ 259,482	\$ 219,200	\$ 40,282
6	Install Access Hatch in Low Level Outlet Works Conduit	\$ 780,030	\$ 837,002	\$ 348,600	\$ 488,402
7	Replace Intake Structure Trash Racks	\$ 1,002,590	\$ 1,075,818	\$ 278,750	\$ 797,068
8	Interior and Exterior Paint of Low-Level Outlet Works Conduit	\$ 4,579,600	\$ 4,914,087	\$ -	\$ 4,914,087
9	Horizontal Drain Repair	\$ 544,630	\$ 584,409	\$ 606,000	\$ -
10	Toe Drain Repair	\$ 272,850	\$ 292,779	\$ -	\$ 292,779
11	Abutment Drain Repair	\$ 680,520	\$ 730,224	\$ -	\$ 730,224
12	New Piezometers	\$ 1,898,180	\$ 2,036,820	\$ -	\$ 2,036,820
13	Road Pavement Repair	\$ 680,520	\$ 730,224	\$ -	\$ 730,224
14	New Access Road	\$ 3,787,800	\$ 4,064,455	\$ -	\$ 4,064,455
15	Install Boat Barrier Buoy Line and Replace Spillway Log Boom	\$ 544,630	\$ 584,409	\$ -	\$ 584,409
<b>San Antonio Total</b>		<b>\$ 93,224,820</b>	<b>\$ 100,033,813</b>	<b>\$ 6,420,050</b>	<b>\$ 93,648,944</b>

**SB104**  
**(DWR Grant Agreement – San Antonio ONLY)**



# San Antonio Spillway Replacement

- Oroville 2017 (photo right)
- DSOD Spillway Condition Assessments 2017
- Rehab Investigation 2018-2022
  - Estimated at \$1m+ expended
- DSOD Letter 2022
  - Formal mandate for full replacement
  - McMillen Contract BOD September 2023



# San Antonio Spillway Replacement Project

1. Project completion extension granted to December 2031
2. Currently finalizing the Probable Maximum Flood (PMF) & Alternatives Analysis Report
3. Environmental analysis initiated summer 2025
4. Begin 30% Design Fall 2025

**NOTE: Estimate \$77 million**



# San Antonio Spillway Replacement Project

## TIMELINE

- “Project Construction” includes project float
- Subject to DSOD review and approval
- Subject to permitting
- Subject to construction funding
- Schedule as of 7/7/25

San Antonio Spillway Project	Wed 9/18/24	Wed 12/31/31
PMF Update	Wed 9/18/24	Fri 8/15/25
DSOD Meeting	Wed 7/2/25	Wed 7/2/25
SASP PMF Resubmittal DELAY	Mon 5/19/25	Fri 8/15/25
DSOD PMF REVIEW Updated	Fri 8/15/25	Wed 10/15/25
SASP Alternatives Analysis	Mon 5/19/25	Fri 8/15/25
DSOD Alt Analysis Resubmittal	Fri 8/15/25	Wed 10/15/25
SASP 30% DSOD Design	Thu 10/16/25	Sun 11/16/25
30% Updated DSOD Submittal	Mon 11/17/25	Tue 2/17/26
MCWRA Revisions	Wed 2/18/26	Thu 3/19/26
SASP 60% DSOD Design Review	Fri 3/20/26	Mon 6/22/26
MCWRA Revisions	Mon 6/22/26	Wed 7/29/26
SASP 90% DSOD Design Review	Sat 8/1/26	Mon 11/2/26
MCWRA Revisions	Tue 11/3/26	Fri 12/4/26
SASP 100% DSOD Design Review	Sat 12/5/26	Thu 4/8/27
Project Construction	Sun 8/1/27	Wed 12/31/31

# San Antonio Dam

## Low Level Outlet Works (LLOW)

1. Boat Barrier Buoy Line Installation
2. Intake Structure Bulkhead Gate Replacement
3. Penstock Access Hatch
4. Butterfly Hydraulic Operator Upgrade
5. Intake Structure Trash Rack Replacement
6. Combination Air Release Vacuum Valves (6) replacements
7. Low Level Discharge Valve Assessment and Servicing
8. Penstock Recoating (downstream of BV)

**NOTE: LLOW Combined Estimate \$8 million**

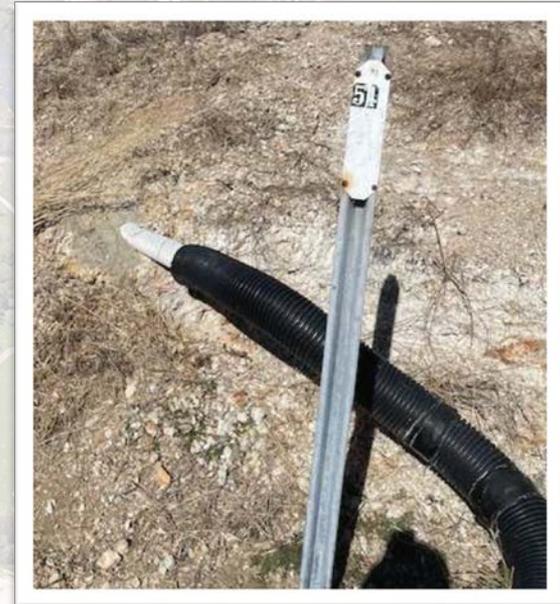


# San Antonio Dam Safety Projects

## New Piezometers & Drains (Toe and Abutment):

SA contains all original monitoring instrumentation. Annually, the Agency is required to report bi-monthly readings of all instrumentation to DSOD for submission and review via the Annual Instrumentation Performance Report. Some piezometers have been requested to be investigated and repaired by DSOD. The costs associated with these projects includes condition assessments and repairs/replacements.

**Note: Estimate \$1.9 million**

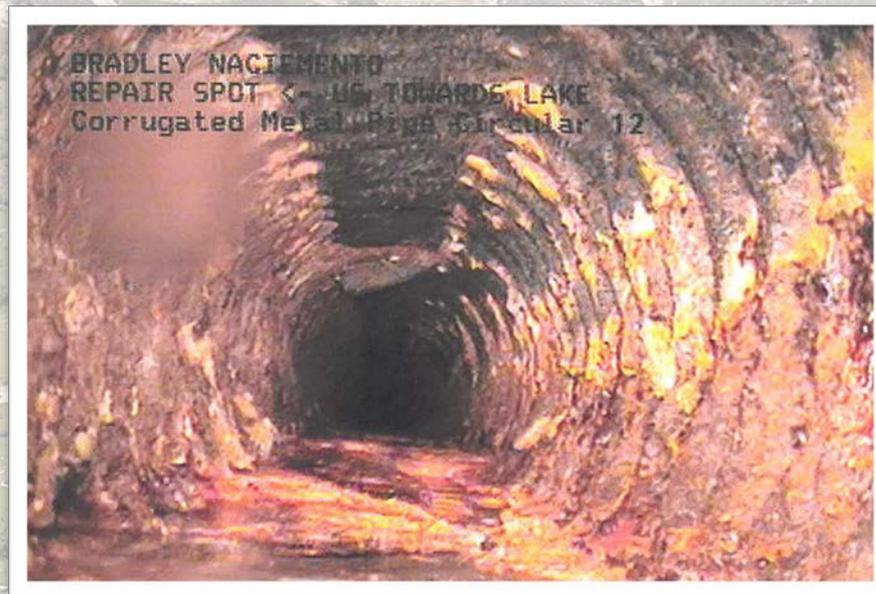


# San Antonio Dam Safety Projects

## 12” Horizontal Drain Repair

A 130 foot 12” CMP horizontal drain runs adjacent to the LLOW tunnel at the toe of the dam. The original pipe is deteriorated and is in need of repair/replacement. The repair will include inserting a smaller diameter pipe and backfilling the annular space with slurry. Design is 90% Complete. Primary remaining costs are for construction funding.

**Note: Estimate \$600,000**



# San Antonio Dam (access / private) Roads

## Site Pavement Improvements:

Resurfacing of all site roads at the facility.

## Access Road New Low Level Crossing:

During high flows, the access road would allow for crews to cross the downstream

**NOTE: Some access roads will be part of the Spillway Replacement Project.  
Estimate \$4 million**





# Review status of Dam Safety Projects and Grant Funding – Nacimiento

# Nacimiento Dam Safety Projects

Project Schedule		Total Subproject Costs, 2023 Dollars	Total Subproject Costs, 2025 Dollars	Covered by Grants	Unfunded Need (2025)
<b>Nacimiento Subprojects</b>					
1	Replacement of Three Low Level Outlet Valves and Discharge Piping	\$ 1,328,940	\$ 1,427,000	\$ 350,000	
2	Spillway Evaluation, Investigation, and Maintenance Repairs	\$ 3,811,340	\$ 4,089,714	\$ 850,000	
2A	Spillway Rehabilitation	\$ 24,456,990	\$ 26,243,290		
3	Spillway Plunge Pool Erosion Control	\$ 23,140,890	\$ 24,831,064	\$ 13,000,000	
4	Low Flow Channel Sand Boil Prevention	\$ 15,527,840	\$ 16,661,969		
5	Modify Low-Level Outlet to Provide Flow Control and Energy Dissipation	\$ 5,447,370	\$ 5,845,237	\$ 1,800,000	
6	Low Level Intake Valve Actuator Replacement	\$ 500,000	\$ 536,519	\$ 500,000	\$ 36,519
7	Dam Embankment Seismic Stability Evaluation and Implementation	\$ 1,597,510	\$ 1,714,190		\$ 1,714,190
8	Spillway Bridge Maintenance	\$ 574,590	\$ 616,557		\$ 616,557
9	Nacimiento Lake Drive Road Repair	\$ 4,175,140	\$ 4,480,086		\$ 4,480,086
10	Protection of Powerplant Penstock from Adjacent Slope Failure	\$ 1,760,150	\$ 1,888,709	\$ 300,000	\$ 1,588,709
11	Security Upgrades	\$ 1,524,750	\$ 1,636,115		\$ 1,636,115
<b>Nacimiento Total</b>		<b>\$ 83,845,510</b>	<b>\$ 89,970,449</b>	<b>\$ 16,800,000</b>	<b>\$ 73,170,449</b>



# Nacimient Dam Projects In Progress

\$6.1 mil DWR Grant Funded (End Nov 30, 2027)

- Plunge Pool Erosion Protection Design
  - Geotechnical investigation in progress
- LLOW Flow Control Valve & Flow Meter
  - In design
- LLOW Intake Actuators
  - Installation scheduled FY26
- LLOW & Penstock Protection
  - Design start FY26

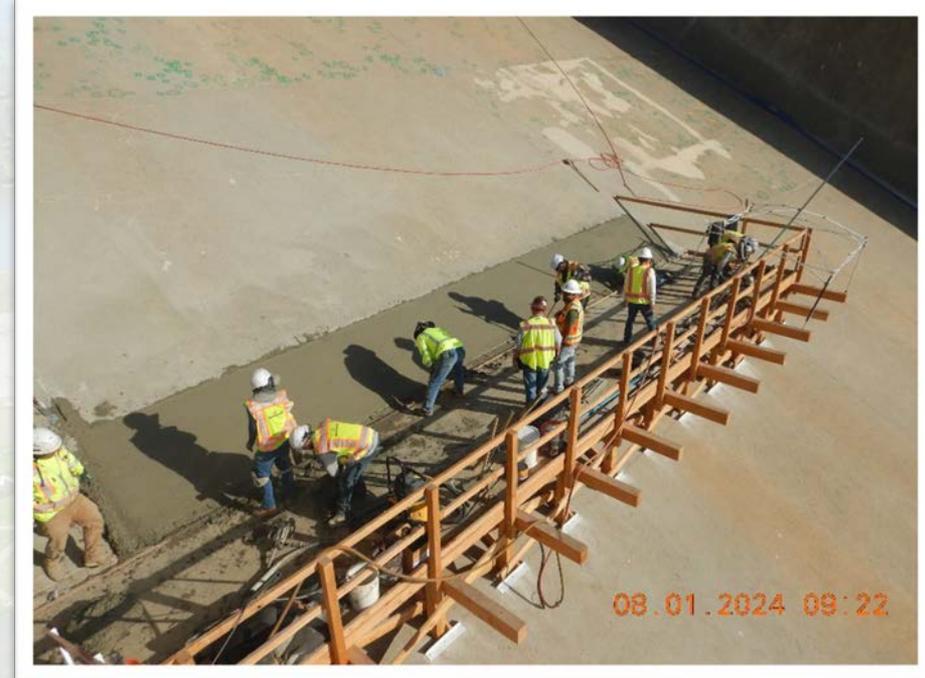
Other Projects Underway

- South Access Road Repair
  - Pursuing FEMA funding 2023 storm repair

# Nacimiento Dam- LLOW Valve Installation



# Nacimiento Dam- Partial Spillway Repair



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# Nacimiento & San Antonio Dams

The Dam Safety Projects list identified \$177 mil (2023) in project needs for both dams.

- \$83.8 mil (2023) in projects for Nacimiento Dam, and
- \$93.6 mil (2023) for San Antonio Dam.

A total of \$22.2 mil in State Grant funds has been secured for dam safety projects through November 2027 (Nacimiento \$16.8, San Antonio \$6.4 mil).

Approximately \$166.8 mil (2025) of the identified dam safety projects at both facilities remains unfunded.

The list of dam safety projects will continue to grow as additional needs are identified by Agency staff or as required by FERC and DSOD.

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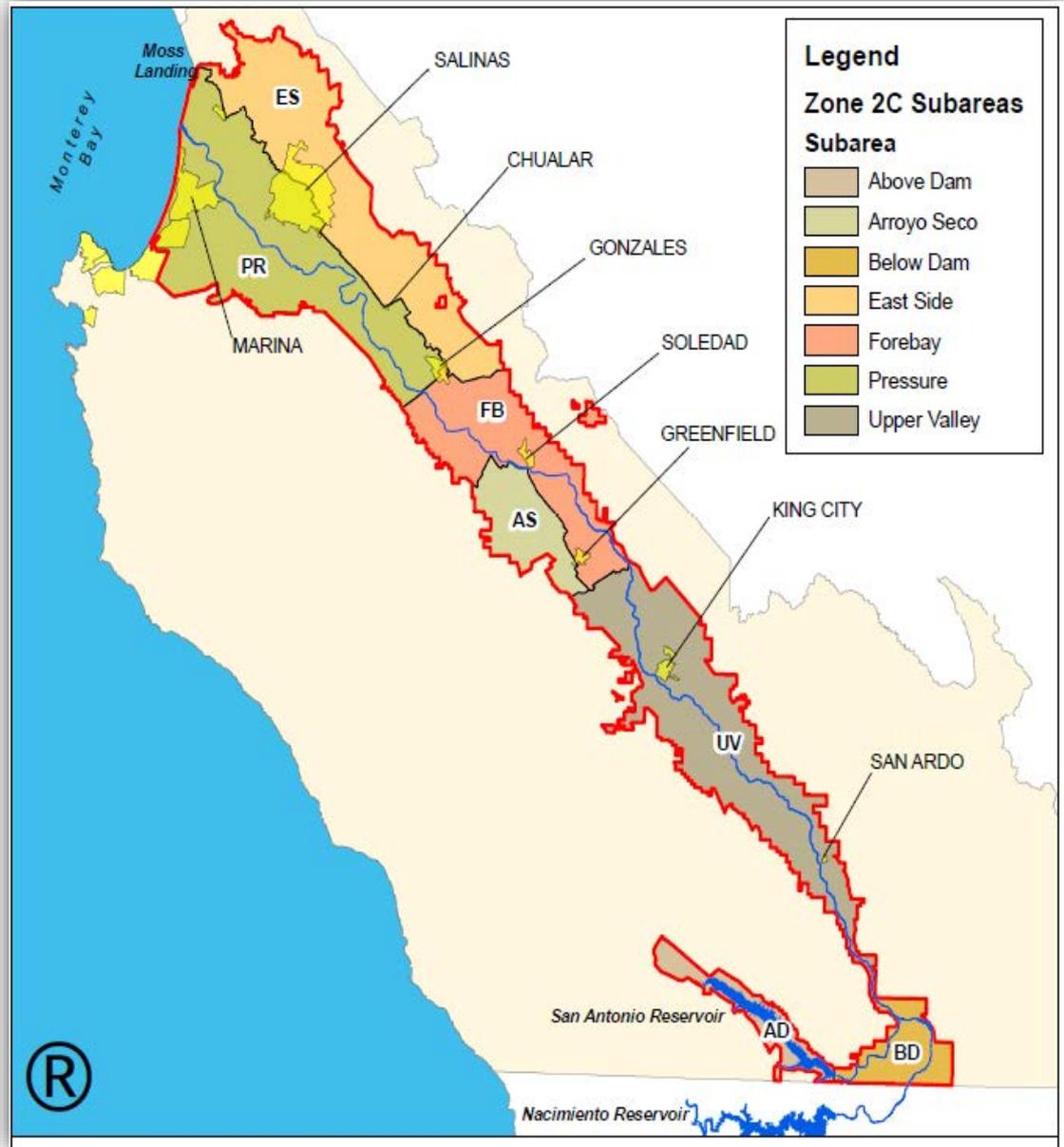


# Review 2025-26 Fiscal-Year Dam Safety & Operations Budget

# Nacimiento and San Antonio Dams' Funding History Summary

- **April 1948:** Zone 2 established for Nacimiento Dam and Reservoir Project
- **January 1960:** Zone 2A established (Resolution 60-2) for San Antonio Dam and Reservoir Project
- **June 1989:** Ordinances adopted that established water standby and availability charges to fund O&M
  - Ordinance 3397: for Zone 2 to fund Nacimiento O&M
  - Ordinance 3398: for Zone 2A to fund San Antonio O&M
- **July 2003:** Zone 2C established, funding O&M and capital projects (Ordinance 04203)
  - Confirms approval of Salinas Valley Water Project
  - Eliminated stand-by and water availability charged in Zones 2 and 2A
  - Locks future rates increases to the Consumer Price Index

# Zone 2C Boundary



# FY26 Rate : Zone 2C

## Operation & Maintenance

<b>ZONE 2C BENEFIT ASSESSMENTS</b>							
<b>O&amp;M of Nacimiento and San Antonio Dams</b>							
Fiscal Year	2025-2026						
Subarea	Ext. Upper Valley Above Dam	Ext. Upper Valley Below Dam	Upper Valley	Forebay	Pressure	East Side	Arroyo Seco
Factor	Charge Per Acre						
A	12.60	13.53	12.16	12.62	26.65	14.47	4.65
B	12.60	13.52	12.16	12.62	26.65	14.47	4.65
C	1.22	1.37	1.20	1.22	2.61	1.46	0.46
D	0.13	0.17	0.13	0.13	0.24	0.17	0.05
I	-	-	-	-	-	-	-
A = Irrigated Agriculture							
B = Residential (1-4 units), Apartments (over 4 units), Commercial, Institutional Land							
C = Dry Farming, Grazing, Vacant Lot							
D = River Channels and Lands with Frequent Flooding							
I = Land receiving no charge							



# FY26 Rate : Zone 2C Administration

<b>ZONE 2C BENEFIT ASSESSMENTS</b>							
<b>Administration</b>							
<b>Fiscal Year</b>	<b>2025-2026</b>						
<b>Subarea</b>	<b>Ext. Upper Valley Above Dam</b>	<b>Ext. Upper Valley Below Dam</b>	<b>Upper Valley</b>	<b>Forebay</b>	<b>Pressure</b>	<b>East Side</b>	<b>Arroyo Seco</b>
<b>Factor</b>	<b>Charge Per Acre</b>						
A	1.85	1.85	1.85	1.85	1.85	1.85	1.85
B	1.85	1.85	1.85	1.85	1.85	1.85	1.85
C	0.15	0.15	0.15	0.15	0.15	0.15	0.15
D	-	-	-	-	-	-	-
I	-	-	-	-	-	-	-
A = Irrigated Agriculture							
B = Residential (1-4 units), Apartments (over 4 units), Commercial, Institutional Land							
C = Dry Farming, Grazing, Vacant Lot							
D = River Channels and Lands with Frequent Flooding							
I = Land receiving no charge							



# FY26 Rate : Zone 2C

## Spillway Modification (Debt Payment)

ZONE 2C BENEFIT ASSESSMENTS							
Nacimiento Spillway Modification ( <u>NO COLA</u> )							
Fiscal Year	2025-2026						
Subarea	Ext. Upper Valley Above Dam	Ext. Upper Valley Below Dam	Upper Valley	Forebay	Pressure	East Side	Arroyo Seco
Factor	Charge Per Acre						
A	1.82	1.28	1.04	1.14	2.86	2.18	0.46
B	1.82	1.28	1.04	1.14	2.86	2.18	0.46
C	0.18	0.12	0.10	0.10	0.28	0.22	0.04
D	0.02	-	-	-	0.02	0.02	-
A = Irrigated Agriculture							
B = Residential (1-4 units), Apartments (over 4 units), Commercial, Institutional Land							
C = Dry Farming, Grazing, Vacant Lot							
D = River Channels and Lands with Frequent Flooding							



# FY26 Rate : Zone 2C

## Diversion Facility Construction (Debt Payment)

ZONE 2C BENEFIT ASSESSMENTS							
Diversion Facility Construction ( <u>NO COLA</u> )							
Fiscal Year	2025-2026						
Subarea	Ext. Upper Valley Above Dam	Ext. Upper Valley Below Dam	Upper Valley	Forebay	Pressure	East Side	Arroyo Seco
Factor	Charge Per Acre						
A	-	-	-	-	6.18	5.14	-
B	-	-	-	-	6.18	5.14	-
C	-	-	-	-	0.62	0.52	-
D	-	-	-	-	0.06	0.04	-
A = Irrigated Agriculture							
B = Residential (1-4 units), Apartments (over 4 units), Commercial, Institutional Land							
C = Dry Farming, Grazing, Vacant Lot							
D = River Channels and Lands with Frequent Flooding							



# Fund 116 - FY26 Adopted Budget

REVENUES	AMOUNT
AD VALOREM TAXES	-
SPECIAL ASSESSMENTS	4,544,261
PROGRAM REVENUE - (GMP, BDA, LU)	654,577
GRANTS - LOCAL, STATE AND FEDERAL	4,504,834
SLO COUNTY REIMBURSEMENT	750,000
INTERESTS AND OTHER INCOME	55,341
AGENCY & COUNTY INTERFUND TRANSFERS	700,000
<b>TOTAL REVENUES</b>	<b>11,209,013</b>

EXPENSES	AMOUNT
EMPLOYEE COST - SALARIES AND BENEFITS	3,862,893
GL & POLLUTION INSURANCES	1,123,755
SERVICE CHARGES - COUNTY DEPARTMENTS	400,665
CONTRACTORS/CONSULTANTS	770,870
CONTRACTORS/CONSULTANTS - GRANT FUNDED	4,610,000
EQUIPMENT & VEHICLES	372,007
SERVICES & SUPPLIES - EXTERNAL	695,415
FUND TRANSFER OUT	-
DEBT PAYMENTS (SVWP, CSIP, SVRP)	-
<b>TOTAL EXPENDITURES</b>	<b>11,835,605</b>

IMPACT TO FUND BALANCE	(626,592)
------------------------	-----------

ESTIMATED BEGINNING FUND BALANCE	1,581,192
ESTIMATED ENDING FUND BALANCE	954,601

- Agency staff totals **18** Full-Time equivalents
- Operations & Maintenance includes:
  - Inspections, Reporting and Regulatory Compliance
  - Salinas River Operations Habitat Conservation Plan Development
  - Salinas River Stream Maintenance support
  - Property Management
  - Boat Dock Program
  - Sandbar Management
  - SA Drain Repairs
  - Flood Monitoring

Projects funded by Grants include:

- *SA Outlet Works and Spillway Design*
- *Naci Low Level Outlet Design and Maint.*
- *Naci Plunge Pool Protection Design*
- *Reservoir Operations Tool Development*

Funding Augmentations(from other funds):

- Fund 111 – Bond Payments
- Fund 130 - \$700K for regulatory compliance cost

# Fund 116 - Trend

<b>FUND 116</b>	2022 Actual	2023 Actual	2024 Actual	2025 Estimate	2026 Proposal
<b>Expenses</b>	4,957,841	7,496,878	10,002,724	9,278,432	11,835,605
<b>Revenue</b>	5,306,237	9,536,842	7,505,243	9,159,217	11,209,013
Employee Cost - Salaries and Benefits	2,411,915	2,915,179	3,207,116	3,732,913	3,862,893
GL & Pollution Insurances	428,496	367,247	500,538	1,051,235	1,123,755
Services - County Departments	753,713	392,857	1,120,627	510,769	400,665
Contractors/Consultants	860,328	2,291,688	1,230,057	2,858,028	770,870
Contractors/Consultants - Grant Funded	-	582,895	1,198,303	-	4,610,000
Equipments & Vehicles	147,980	334,840	417,165	420,017	372,007
Services & Supplies - External	442,356	612,172	1,428,918	600,470	695,415
Fund Transfer Out	(86,947)	-	900,000	105,000	-
<b>TOTAL EXPENDITURES:</b>	<b>4,957,841</b>	<b>7,496,878</b>	<b>10,002,724</b>	<b>9,278,432</b>	<b>11,835,605</b>
Ad Valorem Taxes	-	-	-	-	-
Special Assessments	3,939,339	4,163,975	4,321,086	4,472,324	4,544,261
Program Revenue-Lease, Boat Dock	347,085	597,800	585,064	642,754	654,577
GRANTS - Local, State and Federal	69,358	469,462	940,869	2,193,428	4,504,834
SLO County Reimbursement	608,860	582,468	614,071	786,699	750,000
Interests and Other Income	41,595	86,975	222,939	214,012	55,341
Agency & County Interfund Transfers	300,000	3,636,162	821,214	850,000	700,000
<b>TOTAL REVENUES</b>	<b>5,306,237</b>	<b>9,536,842</b>	<b>7,505,243</b>	<b>9,159,217</b>	<b>11,209,013</b>
Beginning Fund Balance	2,125,081	2,368,478	4,302,888	1,700,407	1,581,192
Use of Fund Balance (Draw)	243,397	1,934,410	(2,602,481)	(119,215)	(626,592)
Estimate Ending Fund Balance *^~	2,368,478	4,302,888	1,700,407	1,581,192	954,600



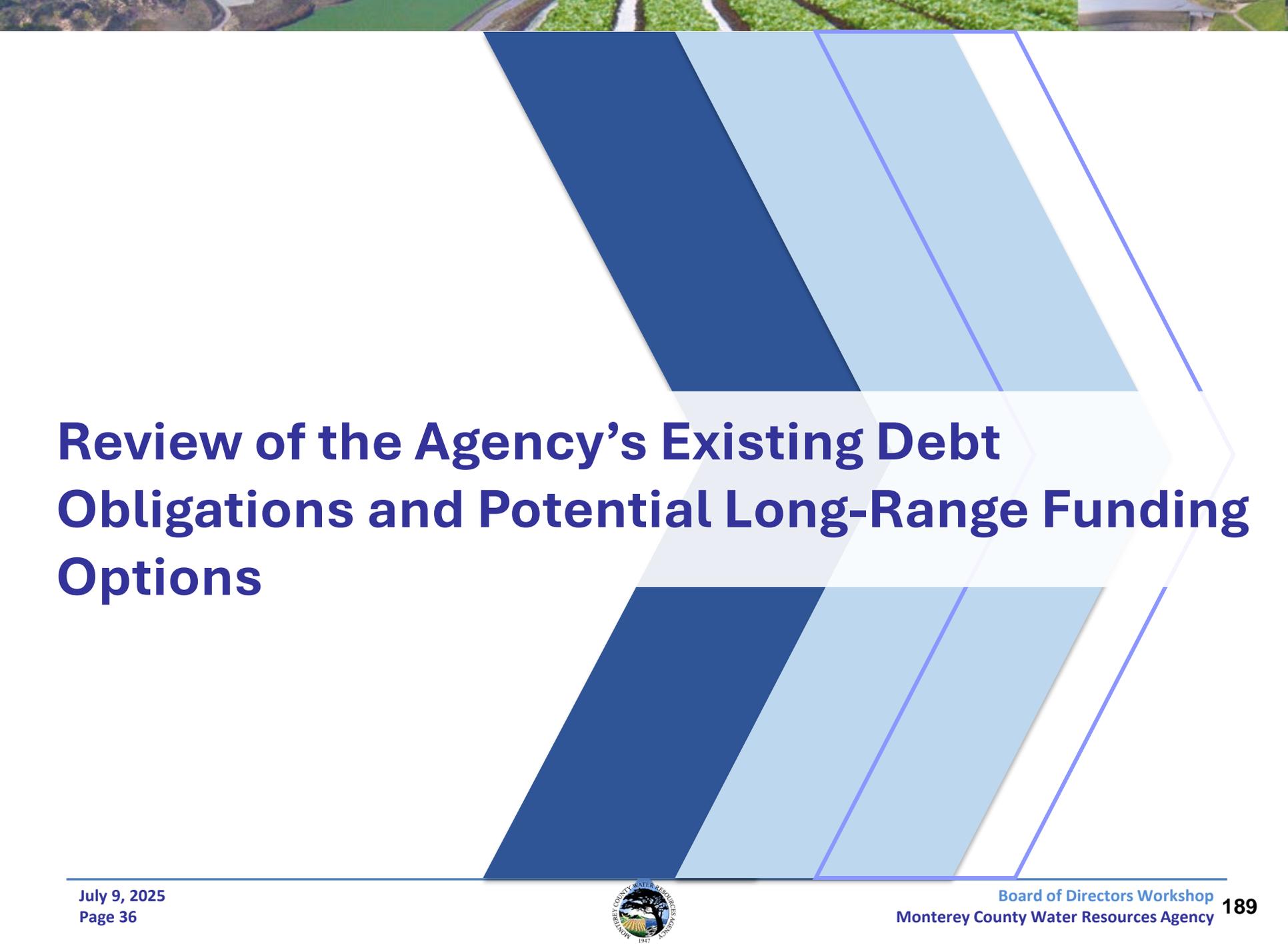
# Fund 116 – Fund Balance Explained

- FY2021-22 Actual – \$0.24 million added to Fund Balance
  - Revenue:
    - \$0.30 million transfer from Fund 130 Hydro plant
- FY2022-23 Actual – \$1.93 million added to Fund Balance
  - Expense:
    - \$1.83 million Nacimiento Plunge pool repair & debris removal caused by 2023 winter storm events
  - Revenue:
    - County Strategic Reserve \$3.00 million
    - \$0.12 million transfer from Fund 130 Hydro plant
- FY2023-24 Actual – \$2.60 million draw from Fund Balance
  - Expense
    - Cost Plan (COWCAP) \$.86 million
    - Spillway work \$1.18 million (Naci and SA)
    - \$0.90 million transfer of County Strategic Reserve to Pajaro
  - Revenue
    - \$0.77 million transfer from Fund 426 (ILT) seed money payback
    - \$0.06 million transfer from Fund 130 Hydro plant

# Fund Balance Summary

## MCWRA FY26 Unassigned Fund Balance Summary

Fund	Fund Name	Zone	FY25 Estimated Use	FY26 Estimated Beginning Balance	FY26 Budgeted Expense	FY26 Budgeted Revenue	FY26 Budgeted Use	FY26 Estimated Ending Balance
111	Administration Fund		252,281	4,493,354	5,311,321	4,563,908	(747,413)	3,745,941
112	Pajaro Levee - Zones*	1 & 1A	381,365	1,344,805	891,499	687,003	(204,496)	1,140,309
116	Dam Operations	2C	(119,215)	1,581,193	11,835,605	11,209,013	(626,592)	954,601
121	Soledad Storm Drain	8	9,464	313,172	109,379	112,180	2,801	315,973
122	Reclamation Ditch	9	(14,932)	1,286,180	2,176,631	1,843,282	(333,349)	952,831
124	San Lorenzo Creek	12	459	37,057	56,033	49,898	(6,135)	30,922
127	Moro Cojo Slough	17	(27,703)	383,567	686,838	365,508	(321,330)	62,237
130	Hydro-Electric Ops		73,014	2,150,896	1,817,087	1,172,726	(644,361)	1,506,535
131	CSIP Operations	2B & 2Y	(881,069)	1,558,255	6,664,214	6,423,278	(240,936)	1,317,319
132	SVRP Operations	2B & 2Z	(257,966)	2,397,420	6,891,960	6,161,150	(730,810)	1,666,610
134	SRDF Operations		(388,424)	2,281,255	3,233,462	2,432,777	(800,685)	1,480,570
303	CSIP Debt Service		-	770,672	1,650,000	1,650,000	-	770,672
313	SVWP Debt Service		6,543	1,043,288	1,759,714	1,759,714	-	1,043,288
426	Interlake Tunnel		(60,977)	148,454	121,798	5,236	(116,562)	31,892
<b>Total:</b>			<b>(1,027,160)</b>	<b>19,789,568</b>	<b>43,205,541</b>	<b>38,435,673</b>	<b>(4,769,868)</b>	<b>15,019,700</b>



# Review of the Agency's Existing Debt Obligations and Potential Long-Range Funding Options

# Disclaimer

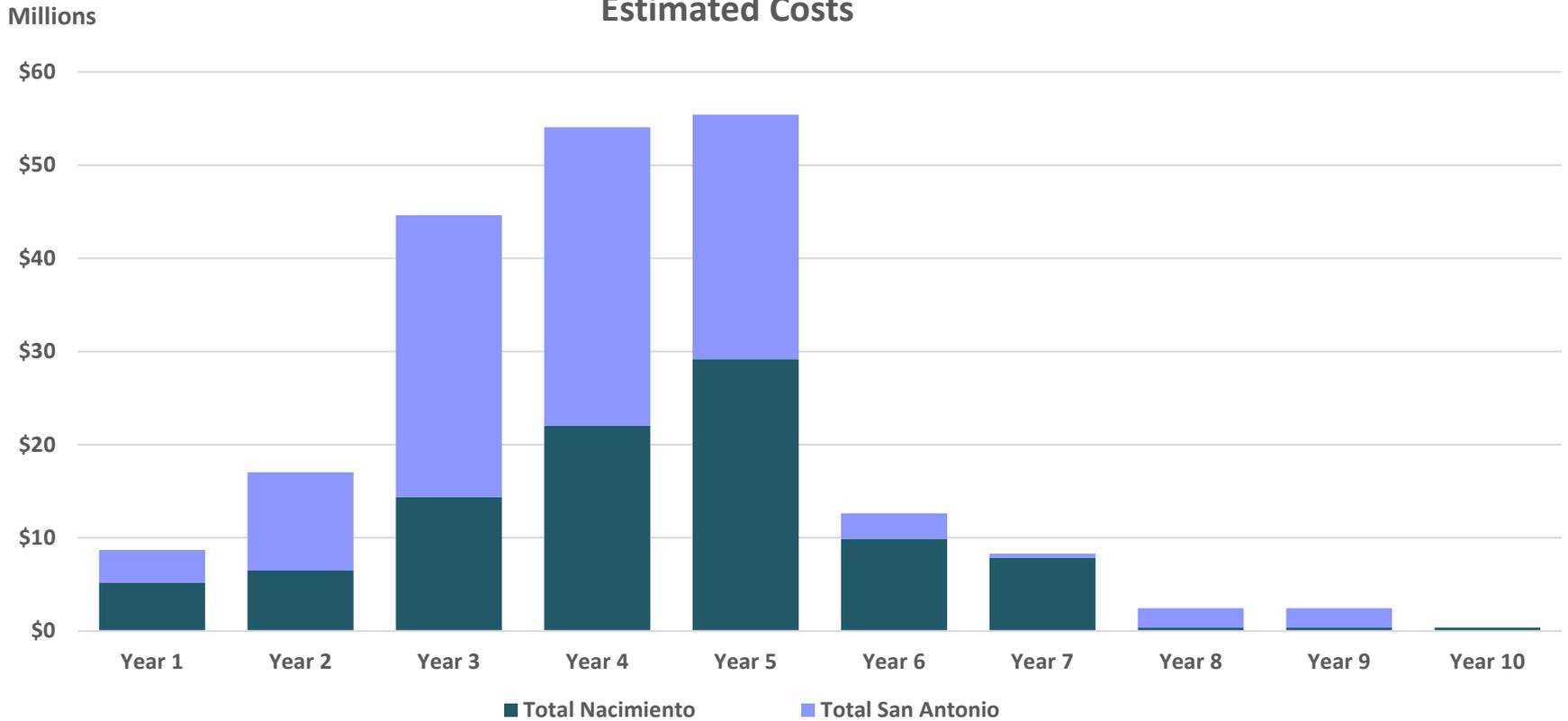
Fieldman, Rolapp & Associates, Inc. is an SEC-registered Municipal Advisor, undertaking a fiduciary duty in providing financial advice to public agencies. Compensation contingent on the completion of a financing or project is customary for municipal financial advisors. To the extent that our compensation for a transaction is contingent on successful completion of the transaction, a potential conflict of interest exists as we would have a potential incentive to recommend the completion of a transaction that might not be optimal for the public agency. However, Fieldman, Rolapp & Associates, Inc. undertakes a fiduciary duty in advising public agencies regardless of compensation structure.

These materials include an assessment of current market conditions, and include assumptions about interest rates, execution costs, and other matters related to municipal securities issuance or municipal financial products. These assumptions may change at any time subsequent to the date these materials were provided. The scenarios presented herein are not intended to be inclusive of every feasible or suitable financing alternative.



# Introduction

## Total Nacimiento and San Antonio Estimated Costs



Sources: The Agency.



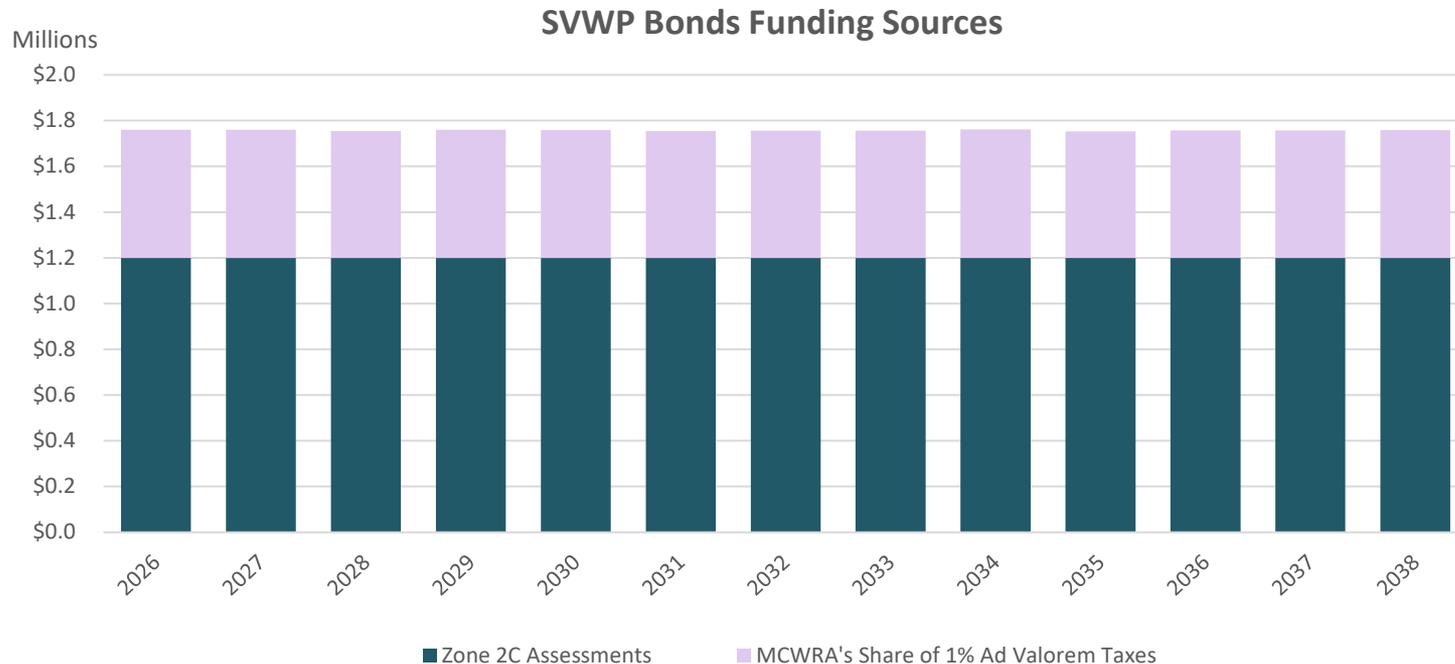
# Overview of SVWP Bonds

- **Salinas Valley Water Project Bonds Pledged Revenues**
  - Assessments (Zone 2C – Fund 111)
  - Ad Valorem Property Taxes (Fund 111)
  - Hydroelectric Facility Net Revenues (Unutilized for Bond Payment)
  - Annexation Fees (Unutilized for Bond Payment)

## □ Covenants

- Gross Revenue Pledge
- Cannot Issue Parity Debt
- Callable September 1, 2028
- Remaining Revenue = ~\$3 Million
  - ↳ Does Not Cover Cost of Dam Safety Projects

□ Bonds are rated “AA-” by S&P

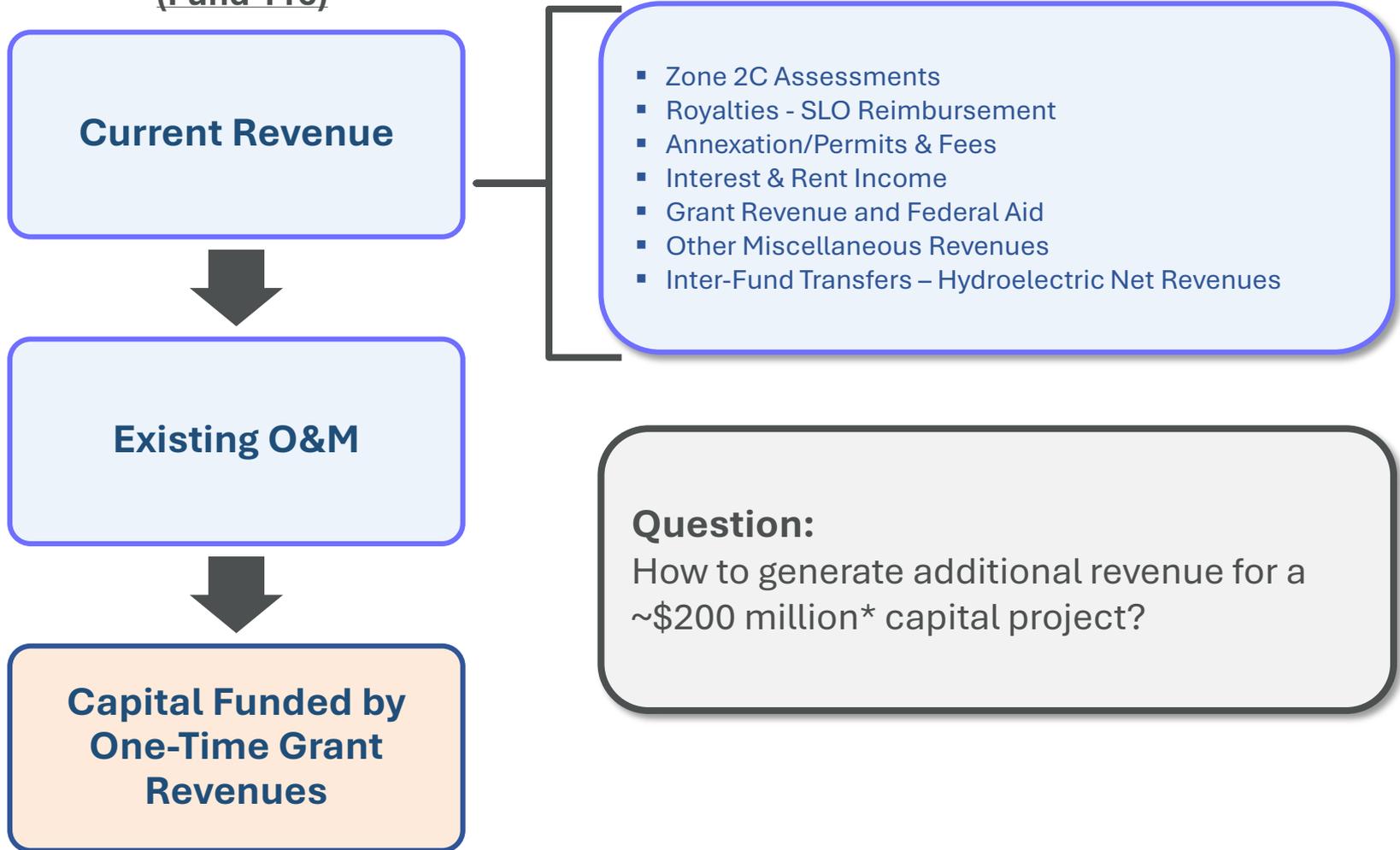


Sources: 2018 (SVWP) Official Statement.



# Current Fund 116 Cash Flow

## Existing Dam Funding (Fund 116)



\*Preliminary, subject to change.

# Fund 116 Potential Funding Sources\*

## Proposed Dam Funding (Fund 116)

**New Revenue  
(Assessments or Taxes)**



**Project O&M**



**Project Debt Service**



**Repair & Replacement Costs**

Approximately \$200 million for Nacimiento and San Antonio Dams replacement/rehabilitation/repair

- How can MCWRA fund capital and O&M?

### Capital Funding Options

- Assessment Bonds
- General Obligation Bonds
- Government Loans
- Hybrid<sup>(1)</sup>

### O&M Funding Options

- User Fees
- Assessments

<sup>(1)</sup> A combination of financing sources may be the most cost effective.

\*Preliminary, subject to change.

# Capital Financing Options

- Debt financing is reviewed in conjunction with funding provided by grants

	Tax Exempt Loans / Bonds	WIFIA / CWIFP	SRF Loan <sup>(1)</sup>
Lien Priority	Issuer's Option (Senior)	Senior or Subordinate	Senior
Borrowing	100%	49%	Up to 100% <sup>(2)</sup>
Prepayment	Usually, 10 years after closing	Annually, \$500,000 minimum	Only with consent in the sole discretion of SWRCB
Rate Reset	NA	Permits 1 rate reset	NA
Amortization	Typically, 30 years	35 Years after Project Completion	Between 20-30 years
Timing to Receive Funds <sup>(3)</sup>	Approximately 12-14 months	Approximately 2 years	2-3 Years, depending on the State
Timeline of Board Approval of Revenue	In advance of document approval; nearly final during credit rating process	In advance of OMB & EPA Credit Council approval	In advance of loan closing

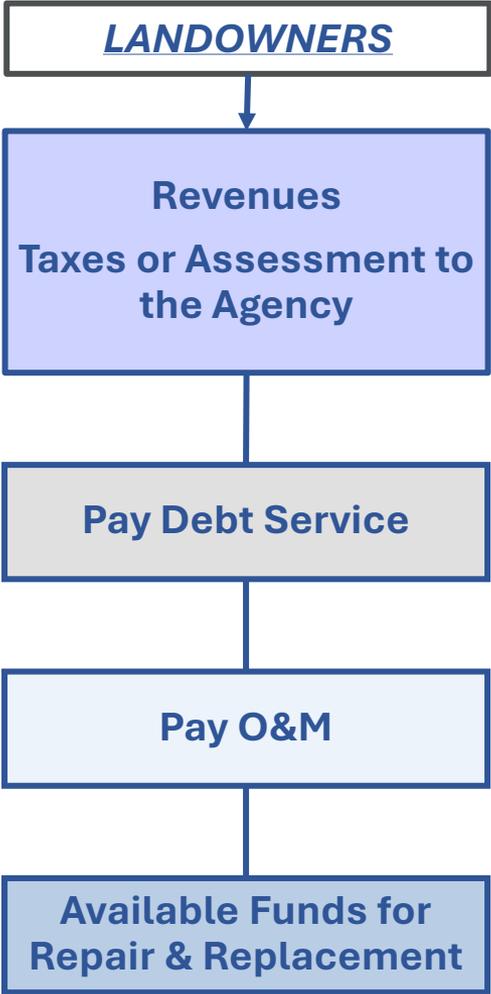
- (1) SWRCB indicates the construction or rehabilitation of dams is an ineligible project cost unless there are some dam rehabilitation costs solely for the benefit of providing drinking water that may be eligible, and such would require consultation with EPA for potential project eligibility.
- (2) Depends on available funding allocations from the SWRCB.
- (3) Time remaining from initial Board approval to proceed with debt financing.

Sources: U.S. EPA, U.S. ACE, and State Water Resources Control Board.

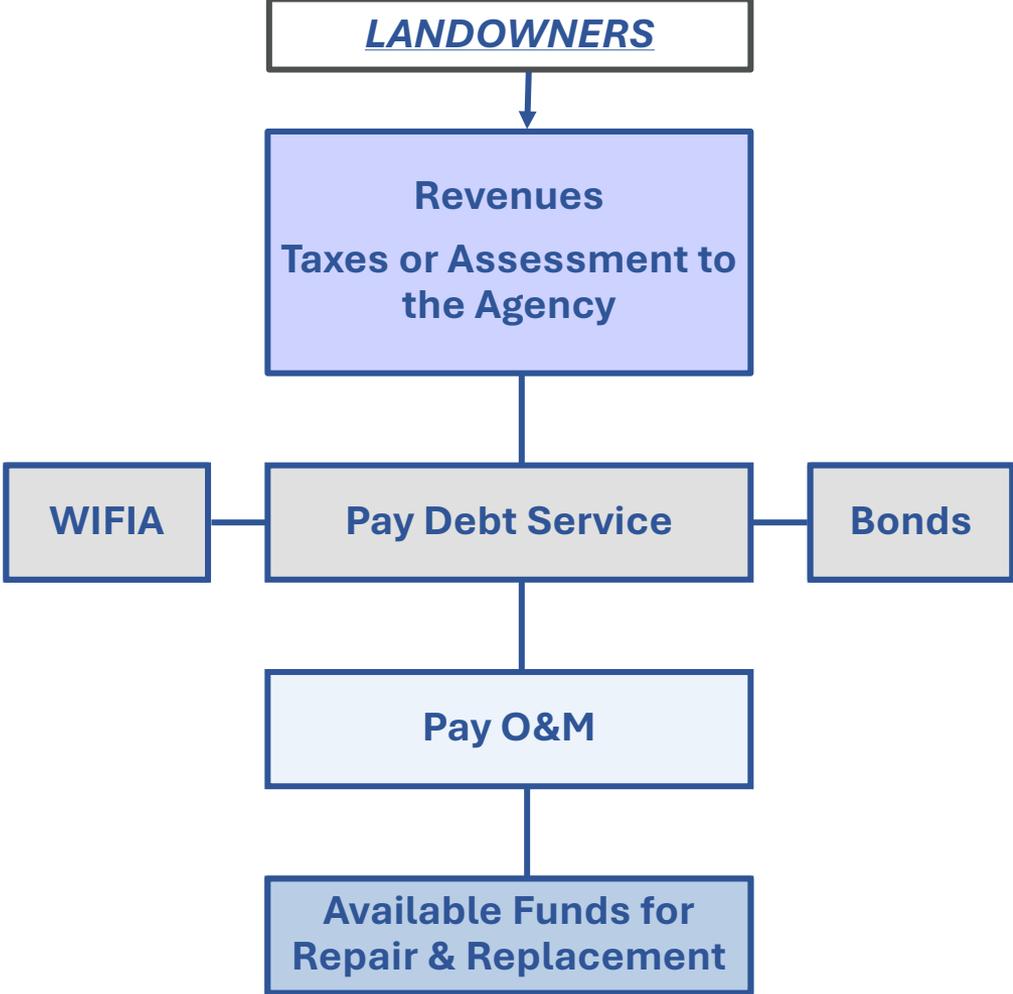


# Capital Funding: Single Source vs. Hybrid

## *Single Capital Source*



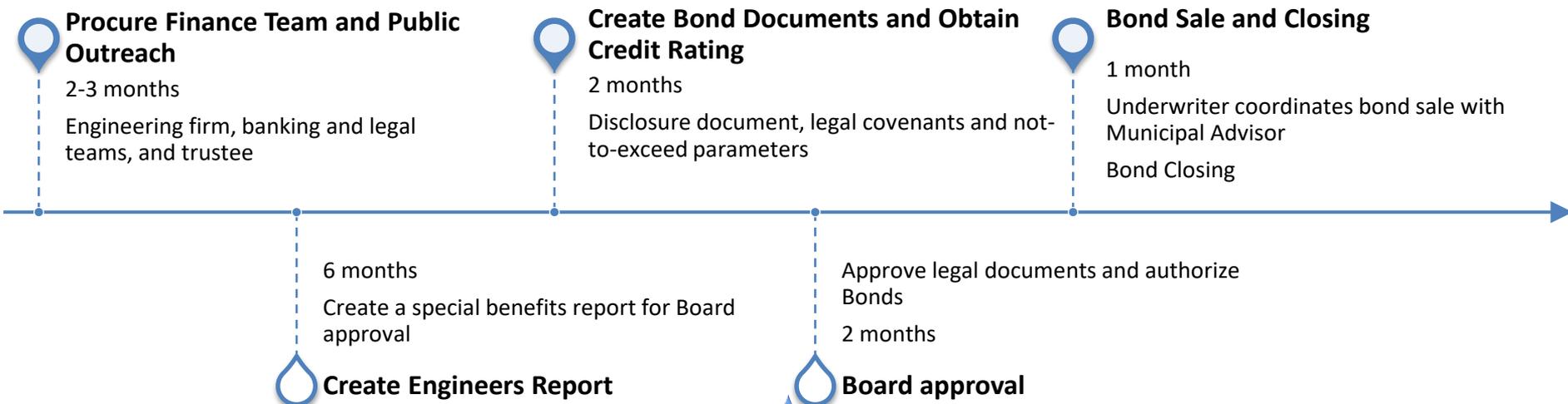
## *Hybrid Capital Source*



# Special Benefit Assessment Bonds

- ❑ Pledge of revenues received from Prop 218 approved special benefit assessments
- ❑ Similar to the Agency's structure for existing Zone 2C assessments
- ❑ Requires engineers report and review of benefits
- ❑ Credit will review any limitations to the receipt of revenues from benefit assessments (i.e., ability to increase rates, term of assessment, landowner base)

- ❑ Typical revenue bonds covenants:
  - 30-year term
  - Standard 10-year par call
  - Repayment sculpted to borrowers needs
  - Rate covenant (120% - 125% is standard, but 110% may be acceptable)
  - Structure rate covenant as gross revenue pledge



# General Obligation (GO) Bonds



Two-thirds voter-approved long-term debt obligations that are secured by an *ad valorem* tax on all taxable property within the Agency's boundary



*Ad valorem (percentage based)* taxes create a new revenue stream for the Agency



Unlimited ability to raise taxes provides investors with greatest security and lowest borrowing cost to the Issuer



Commonly issued by states, and local governmental units

# GO Bond Process\*

## Before Election:

- Survey/Election Consultant coordination
- Creation of a Zone covering entire Agency/County area
- Project, location and engineering estimate must be declared by resolution for the election
- The Board must adopt a resolution for election; tax rate must be estimated, and bond amount identified
- Submit statement to County Elections Department

## After Election:

- Begin work on legal documentation to describe form of the bonds and participating Zones
- Bonds shall be issued by the Board in one or more series and final maturity shall not exceed 40 years
- Approval of bond documents by Board

## Bond Sale:

- Selection of Underwriter / Banking Team
- Bond Market Research with Underwriter
- Underwriter manages bond sale with Municipal Advisor
- Finalize bond prices

## Review Tax Rate/Continuing Disclosure:

- Construction, rehabilitation, or replacement of Agency facilities
- Annual disclosure to market including annual Audit and update of certain information from disclosure document

\*As required based on the State law and Agency Act.

# WIFIA / CWIFP Program Terms

- ❑ **WIFIA loans offer a low, fixed interest rate**
  - A single fixed rate is established at closing. Based on U.S. Treasury rate on the date of closing calculated using the weighted average life of the loan, plus 0.01%.
  - Rate is not impacted by borrower's credit or loan structure.
  - Investment grade rating required.
- ❑ **WIFIA loans provide flexible financial terms**
  - Customized repayment schedules.
  - Maturity date: Must be the earlier of 35 years after the date of substantial completion of the project, or the useful life of the project.
  - Payments may be deferred up to 5 years after the project's substantial completion.
  - Prepayable at any time (\$500,000 - \$1,000,000 minimum).
  - Subordination under certain circumstances, WIFIA may take a subordinate position in payment priority, increasing coverage ratios for senior bond holders.
  - Maximum federal involvement: 80% of total project costs.
  - 49% of eligible costs can be funded by WIFIA.
  - Secure 51% funding from cash, SRF Loan, or traditional debt.



Source: U.S. Environmental Protection Agency and U.S. Army Corps of Engineers.



# Estimated Financial Costs



# Summary of Financing Options\*

Fieldman proposes consideration of the following financing options for the Agency:

## OPTION 1

- Issue 30-Year GO Bonds for 100% of project funds

## OPTION 2

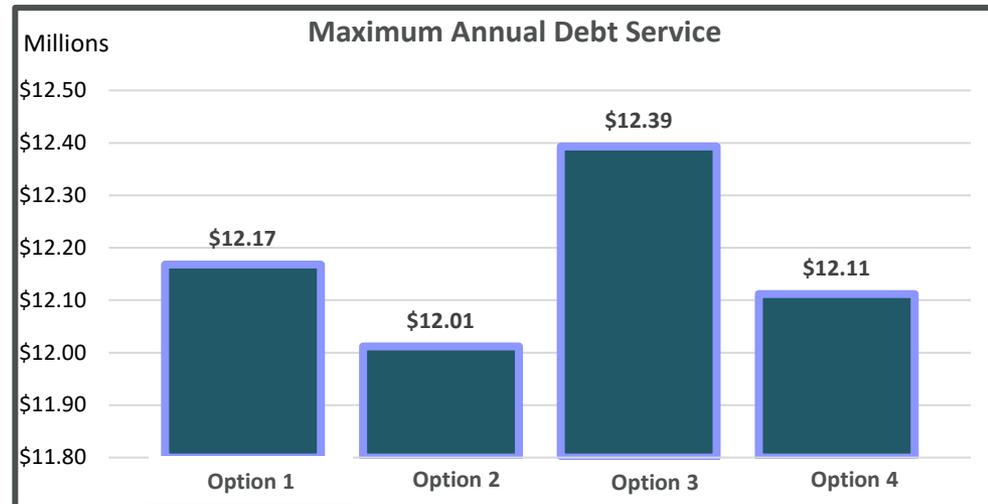
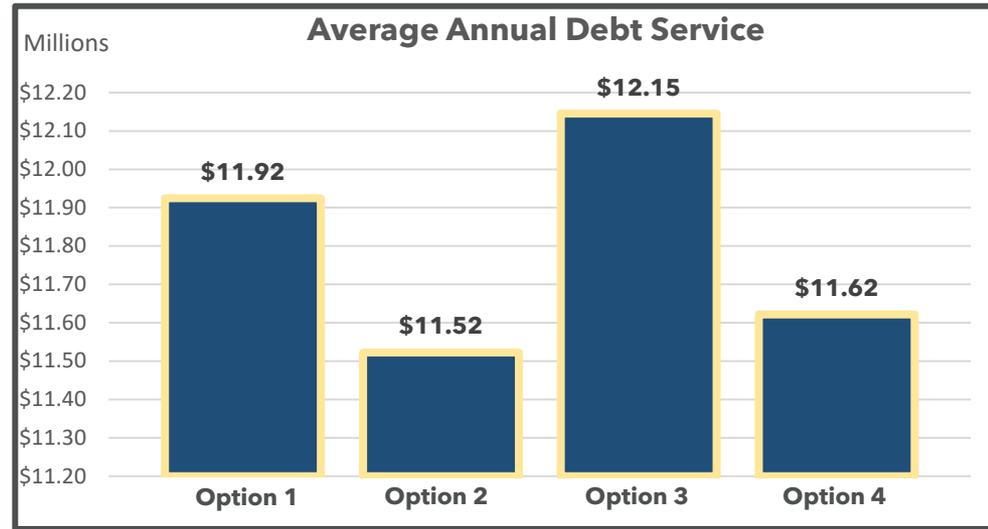
- Issue 30-Year General Obligation Bonds for 51% of project funds, and 35-Year WIFIA Loan for the remaining 49% of project funds

## OPTION 3

- Issue 30-Year Special Benefit Assessment Bonds for 100% of project funds

## OPTION 4

- Issue 30-Year Special Benefit Assessment Bonds for 51% of project funds, and 35-Year WIFIA Loan for the remaining 49% of project funds



\* Preliminary, subject to change. Estimated based of market conditions as of June 20, 2025. Assumes Project Funds of \$200 million. Assumes GO Bond rating of "Aa1", and Assessment Bond rating in "AA" category.

# Debt Comparisons\*

OPTION 1: GO Bonds	
Bond Statistics & Financing Assumptions	
Arbitrage Yield	4.43%
True Interest Cost (TIC)	4.50%
All-In TIC	4.52%
Term	30 Years
Call Feature	10 Years
Total Interest	\$177,754,725
Average Annual Debt Service	\$11,924,669
Maximum Annual Debt Service	\$12,168,225
<b>Total Debt Service</b>	<b>\$369,664,725</b>
<b>NPV Total Debt Service</b>	<b>\$209,201,195</b>

OPTION 2: Hybrid (GO Bonds & WIFIA)	
Bond Statistics & Financing Assumptions	
Arbitrage Yield	4.67%
True Interest Cost (TIC)	4.70%
All-In TIC	4.72%
Term	30 & 35 Years
Call Feature	10 Years & Anytime
Total Interest	\$233,763,362
Average Annual Debt Service	\$11,522,666
Maximum Annual Debt Service	\$12,011,877
<b>Total Debt Service</b>	<b>\$437,861,304</b>
<b>NPV Total Debt Service</b>	<b>\$218,230,126</b>

OPTION 3: Assessment Bonds	
Bond Statistics & Financing Assumptions	
Arbitrage Yield	4.58%
True Interest Cost (TIC)	4.65%
All-In TIC	4.67%
Term	30 Years
Call Feature	10 Years
Total Interest	\$181,041,500
Average Annual Debt Service	\$12,145,048
Maximum Annual Debt Service	\$12,393,350
<b>Total Debt Service</b>	<b>\$376,496,500</b>
<b>NPV Total Debt Service</b>	<b>\$213,066,603</b>

OPTION 4: Hybrid (Assessment Bonds & WIFIA)	
Bond Statistics & Financing Assumptions	
Arbitrage Yield	4.75%
True Interest Cost (TIC)	4.78%
All-In TIC	4.80%
Term	30 & 35 Years
Call Feature	10 Years & Anytime
Total Interest	\$236,288,276
Average Annual Debt Service	\$11,621,528
Maximum Annual Debt Service	\$12,111,519
<b>Total Debt Service</b>	<b>\$441,693,077</b>
<b>NPV Total Debt Service</b>	<b>\$220,155,338</b>

\*Preliminary, subject to change. Estimated based of market conditions as of June 20, 2025. Assumes a Project Fund of \$200 million. NPV assumes 3.91% discount rate.



# Option 1A Debt Financing Strategy

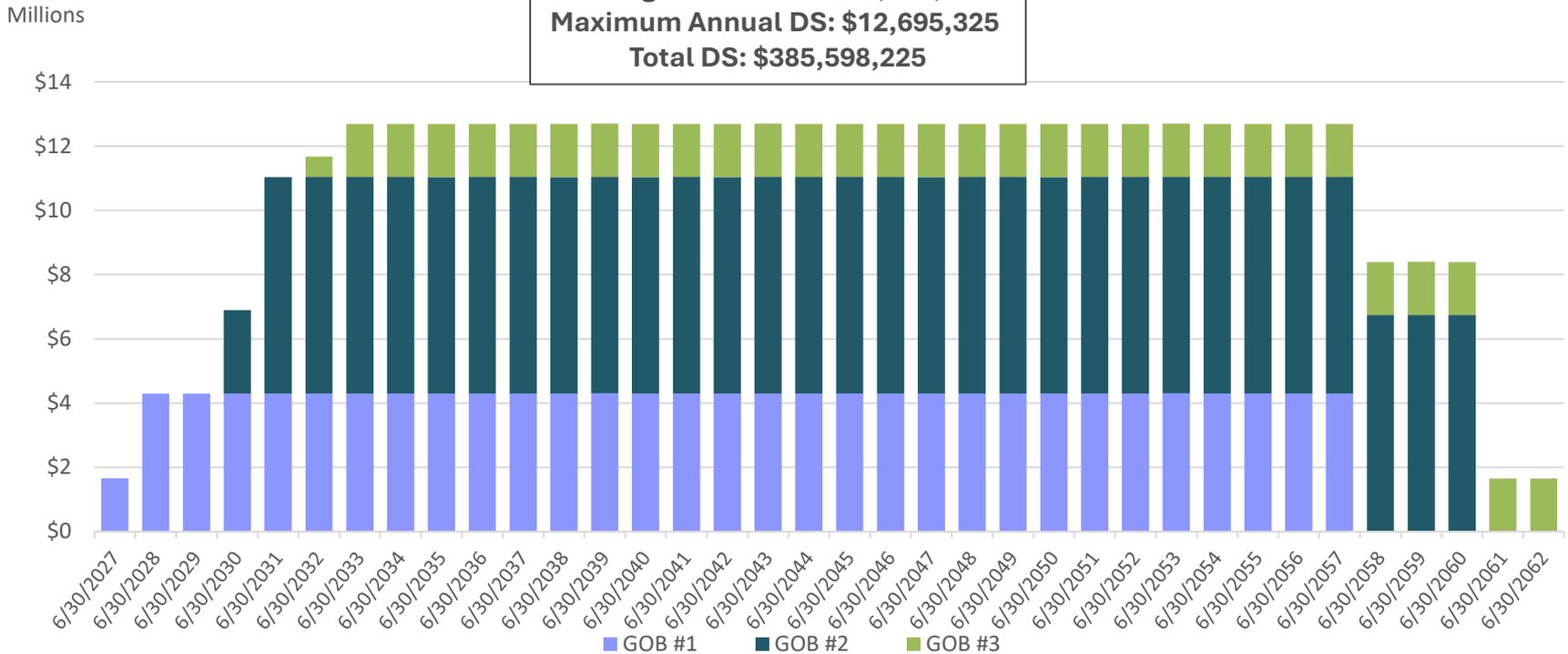
GOB Issuance #1 Debt Service
<b>\$70,349,700</b> Project Fund
Expected Issuance Date: 9/1/2026

GOB Issuance #2 Debt Service
<b>\$109,488,770</b> Project Fund
Expected Issuance Date: 9/1/2029

GOB Issuance #3 Debt Service
<b>\$26,167,750</b> Project Fund
Expected Issuance Date: 9/1/2031

## Projected Debt Service (30-Year Term)\*

Average Annual DS: \$10,711,062  
 Maximum Annual DS: \$12,695,325  
 Total DS: \$385,598,225



\* Preliminary, subject to change. Estimated based of market conditions as of June 20, 2025. Assume GO Bond rating of "Aa1" and project fund of \$206 million funded between three bond issuances. Each bond issuance reflects a 30-year term.



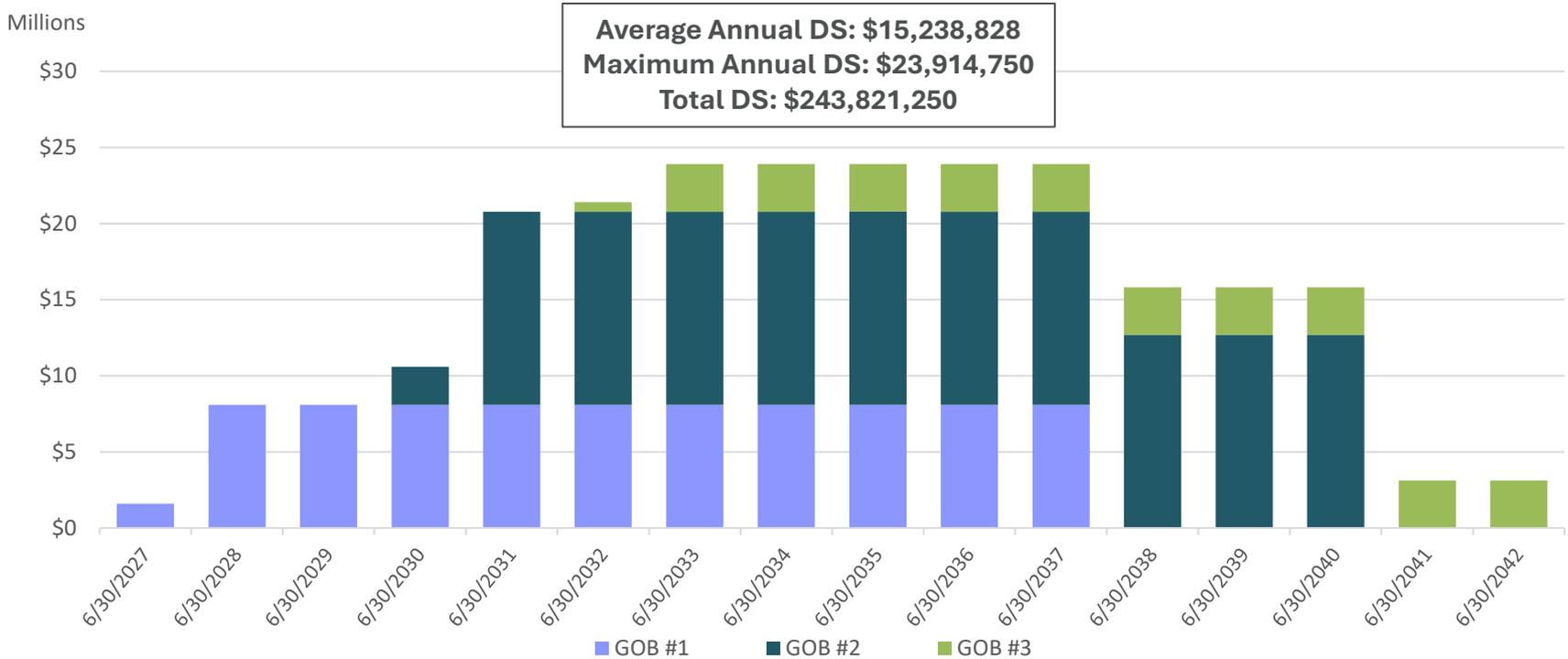
# Option 1B Debt Financing Strategy

GOB Issuance #1 Debt Service
<b>\$70,349,700</b> Project Fund
Expected Issuance Date: 9/1/2026

GOB Issuance #2 Debt Service
<b>\$109,488,770</b> Project Fund
Expected Issuance Date: 9/1/2029

GOB Issuance #3 Debt Service
<b>\$26,167,750</b> Project Fund
Expected Issuance Date: 9/1/2031

## Projected Debt Service (10-Year Term)\*



\* Preliminary, subject to change. Estimated based on market conditions as of June 20, 2025. Assume GO Bond rating of "Aa1" and project fund of \$206 million funded between three bond issuances. Each bond issuance reflects a 10-year term.



# Next Steps

- Begin detailed analysis for debt issuance strategy, starting with survey and election consultants (Option 1, 2, 3, or 4)
- Rating evaluation with S&P (preparation of financial policies and debt funding options)
- Determination of proceeding with a WIFIA Loan
- Complete separate audited financial statements for MCWRA (resolved for FY 2026 audited financial results)



# Review of Dam Safety & Operations Potential Near-Term Funding Option

# Near-Term Dam Safety & Operations Regulatory Fee

- The Agency owns 3 regulated dams:
  - Nacimiento is regulated by:
    - Federal Energy Regulatory Commission (FERC), and
    - California Department of Water Resources Division of Safety of Dams (DSOD)
  - San Antonio – DSOD
  - Salinas River Diversion Facility – DSOD

# Near-Term Dam Safety & Operations Regulatory Fee

- In addition to significant FERC-DSOD oversight of dam operations, maintenance, and safety, the Agency is also regulated directly and indirectly by:
  - CA Department of Fish and Wildlife
  - CA Environmental Protection Agency
  - CA State Water Resources Control Board
  - US Army Corps of Engineers
  - US Department of Commerce National Oceanic and Atmospheric Administration's National Marine Fisheries Service
  - US Department of Interior Fish and Wildlife Service, and
  - US Environmental Protection Agency

# Near-Term Dam Safety & Operations Regulatory Fee

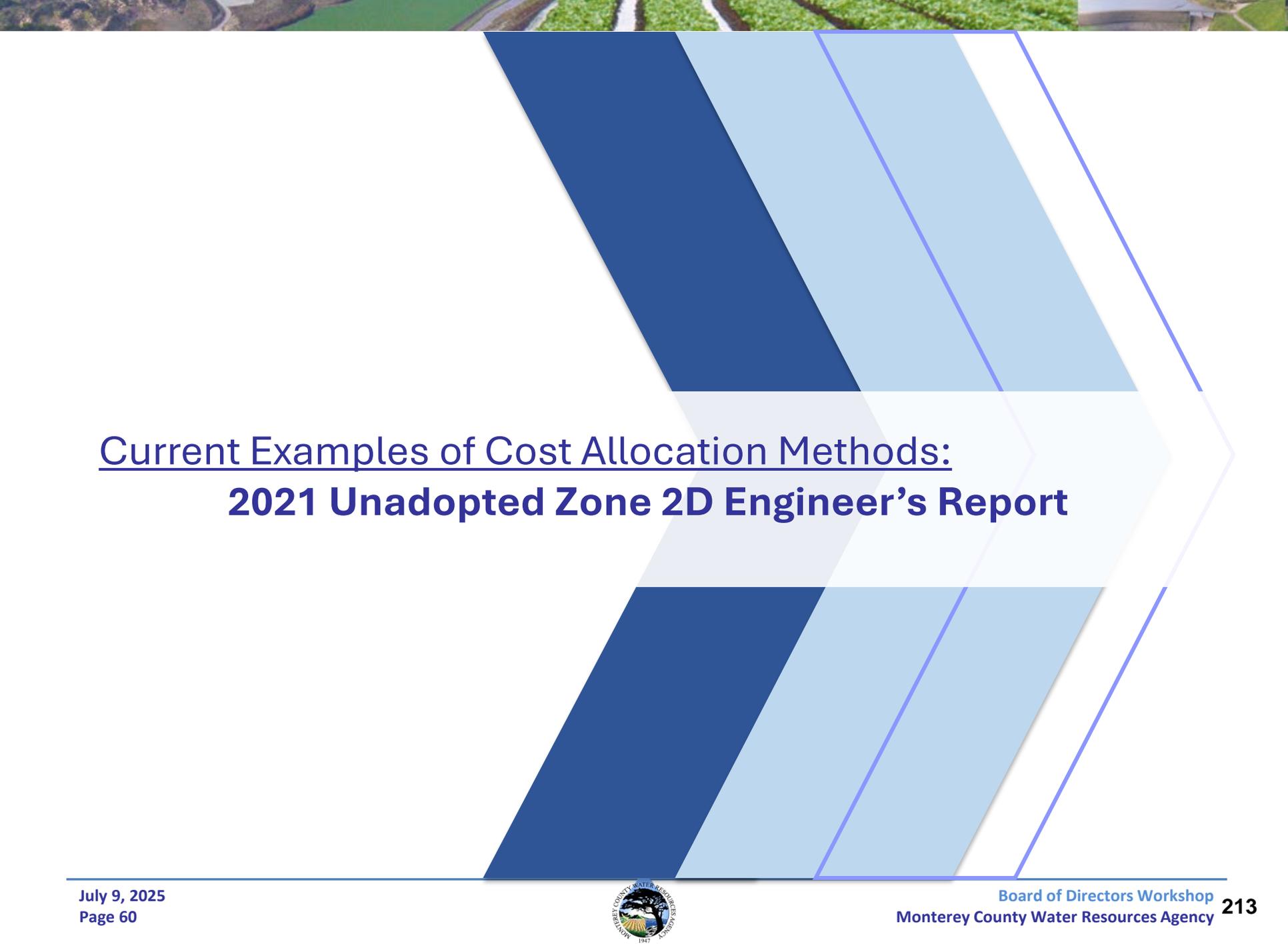
- The Agency's activities to comply with regulations span the entirety of the organization – administration, engineering, finance, hydrology, maintenance, and operations. Examples include:
  - Dam operations
  - Energy production
  - Environmental management
  - Flood management
  - Inspections
  - Reporting
  - Streamgaging
  - Water supply & diversion monitoring
  - Water quality sampling

# Near-Term Dam Safety & Operations Regulatory Fee

- In 2003, Agency Ordinance 04203:
  - Eliminated stand-by and water availability charges for Zones 2 (Nacimiento) and 2A (San Antonio)
  - Established a new special benefits Zone 2C to provide funding for:
    - Operations & Maintenance of the dams
    - Repayment of debt – Salinas Valley Water Project
    - Funding increases limited to Consumer Price Index
  - The 2003 Salinas Valley Water Project Engineer’s Report
    - Does not account for the proposed projects’ regulatory costs
    - Underestimates O&M cost of the proposed projects

# Near-Term Dam Safety & Operations Regulatory Fee

- In FY26, funding is set aside to initiate a Prop 26 regulatory fee nexus study for Dam Safety & Operations (DSO)
- The study will analyze resources necessary for regulatory compliance, including:
  - Staff time
  - Consultants
  - Equipment & Supplies
- Aim is to implement new DSO fee in FY27



Current Examples of Cost Allocation Methods:  
**2021 Unadopted Zone 2D Engineer's Report**

# 2021 Unadopted Zone 2D Engineer's Report

**UNADOPTED**

**DRAFT  
Engineer's Report**

For the

**Monterey County Water Resources Agency**

**Assessment District Formation  
Zone 2D – Nacimiento and San Antonio Dams:  
High Priority Capital Asset Management Program**

State of California



**December 13, 2021**

Prepared by:

**Wallace Group  
a California Corporation  
612 Clarion Court  
San Luis Obispo, California 93401**



## Nacimiento Reservoir and Dam

- Subproject 1: Replacement of Three Low Level Outlet Valves and Discharge Piping
- Subproject 2: Spillway Evaluation, Investigation, and Maintenance Repairs
  - Subproject 2A: Spillway Rehabilitation
- Subproject 3: Spillway Plunge Pool Erosion Control
- Subproject 4: Low Flow Channel Sand Boil Prevention
- Subproject 5: Modify Low Level Outlet to Provide Flow Control and Energy Dissipation
- Subproject 6: Low Level Intake Valve Actuator Replacement
- Subproject 7: Dam Embankment Seismic Stability Evaluation and Implementation
- Subproject 8: Spillway Bridge Maintenance
- Subproject 9: Nacimiento Lake Drive Road Repair
- Subproject 10: Protection of Powerplant Penstock from Adjacent Slope Failure
- Subproject 11: Security Upgrades

## San Antonio Reservoir and Dam

- Subproject 1: Spillway Rehabilitation/Replacement
- Subproject 2: Butterfly Valve Hydraulic Operator Upgrade
- Subproject 3: Replace Intake Structure Bulkhead Gate
- Subproject 4: Low Level Discharge Valve Maintenance
- Subproject 5: Replace Combination Air Release Vacuum Valves
- Subproject 6: Install Access Hatch in Low Level Outlet Works Conduit
- Subproject 7: Replace Intake Structure Trash Racks
- Subproject 8: Interior and Exterior Paint of Low Level Outlet Works Conduit
- Subproject 9: Horizontal Drain Repair
- Subproject 10: Toe Drain Repair
- Subproject 11: Abutment Drain Repair
- Subproject 12: New Piezometers
- Subproject 13: Road Pavement Repair
- Subproject 14: New Access Road
- Subproject 15: Install Boat Barrier Buoy Line and replace Spillway Log Boom

# 2021 Unadopted Zone 2D Engineer's Report

**Table ES-1. Total Subproject Cost with Inflation**

Description	Present Day Cost Estimate	Subproject Costs + 7% Inflation
Nacimiento	\$76,365,600	\$81,716,000
San Antonio	\$72,356,750	\$77,429,000
Total	\$148,722,350	\$159,145,000

- The cost of 4 years of inaction = \$41,282,000



Current Examples of Cost Allocation Methods:  
**2025 Historical Benefits Analysis Update:**  
**> Hydrologic & Economic Analyses**

# HBA Update Purpose

- Develop an updated analysis that evaluated construction and operation of existing projects
  - Nacimiento and San Antonio Reservoirs/Dams
  - Monterey County Water Recycling Projects
    - Castroville Seawater Intrusion Project
    - Salinas Valley Reclamation Plant
  - Salinas Valley Water Project

# HBA Update Purpose

- Evaluate three categories of benefits associated with the Projects
  - **Hydrologic:** groundwater levels and pumping
  - **Flood control:** frequency and severity of flood events
  - **Economic:** monetary benefit to stakeholders stemming from infrastructure or hydrologic and flood control benefits

# Some history...

- **April 1998** – Salinas Valley Historical Benefits Analysis (HBA) Final Report was prepared by Montgomery Watson
  - Purpose was to identify and quantify benefits to the Salinas Valley from construction and operation of Nacimiento and San Antonio Reservoirs

# Some history...

- **2021** – Public comments received during Agency consideration of an Engineer’s Report for Zone 2D included concerns about reliance on the 1998 HBA because it did not include all present-day projects.
  
- **April 2023** – Agency initiated an HBA Update, partnering with consultants West Yost and One Water Econ.

# Study Background

- Hydrologic and flood control benefits modeling utilized the Salinas Valley Integrated Hydrologic Model (SVIHM)
- Economic benefits analysis relied, in part, on results from the SVIHM
- Study period of October 1967 - September 2018 (Water Year 1967-2018)
- Study area is Agency Zone 2C

# Study Background

- Benefits of the Projects are assessed as a comparison between modeling scenarios with the Projects (Historical Scenario) and without the Projects (No Projects).
  - Differences between scenarios are the effect of the Projects.
- Technical approach followed that of the 1998 HBA wherever possible.



# Hydrologic Benefits – Groundwater Levels

- Pressure, East Side, and Arroyo Seco Subareas
  - Groundwater levels declined over the study period
- Forebay and Upper Valley Subareas
  - Groundwater levels largely unchanged or have risen
- Without the Projects, the decline would have been more severe and widespread.

# Other Hydrologic Benefits

- HBA Update evaluates groundwater and surface water budgets which include:
  - Groundwater recharge from the surface water system
  - Change in groundwater storage
  - Seawater intrusion
- Also looked at impacts to wells from changing groundwater levels.

# Flood Control Benefits

- Streamflow data were used to develop a statistical distribution of peak annual streamflow at the Salinas River at Bradley.
- A HEC-RAS model was used to simulate the effects of selected peak flows.
  - 10-year, 25-year, and 100-year events
- Analyzed changes to flood frequency, peak flow inundation, velocity, and depth across the study area.



# Flood Control Benefits

- Reservoirs have reduced the:
  - magnitude of peak flows
  - extent of inundation
  - depth of flooding
  - velocity of flows within the inundated area
- Reservoirs have the largest impact during flood events that occur more frequently, such as 10-year or 25-year events

# Economic Benefits – Key Findings

- Higher groundwater levels have reduced the need to replace groundwater wells.
  - Avoided \$107.4M in well replacement costs over the study period.
- Higher groundwater levels have reduced the energy required to pump groundwater in many areas.
  - Saved \$67.9M over the study period.

# Economic Benefits – Key Findings

- Increase in groundwater storage has decreased seawater intrusion and the acreage of farmland that has been impacted.
  - Benefit has largely accrued since operation of the Castroville Seawater Intrusion Project (CSIP) began.
  - Avoided impacts to crops of \$21.7M - \$86.9M



# Economic Benefits – Key Findings

- Reservoirs have reduced flooding along the Salinas River
  - Avoided damages to buildings of \$210.5M over the study period
  - Avoided damages to agricultural crops of \$211M over the study period

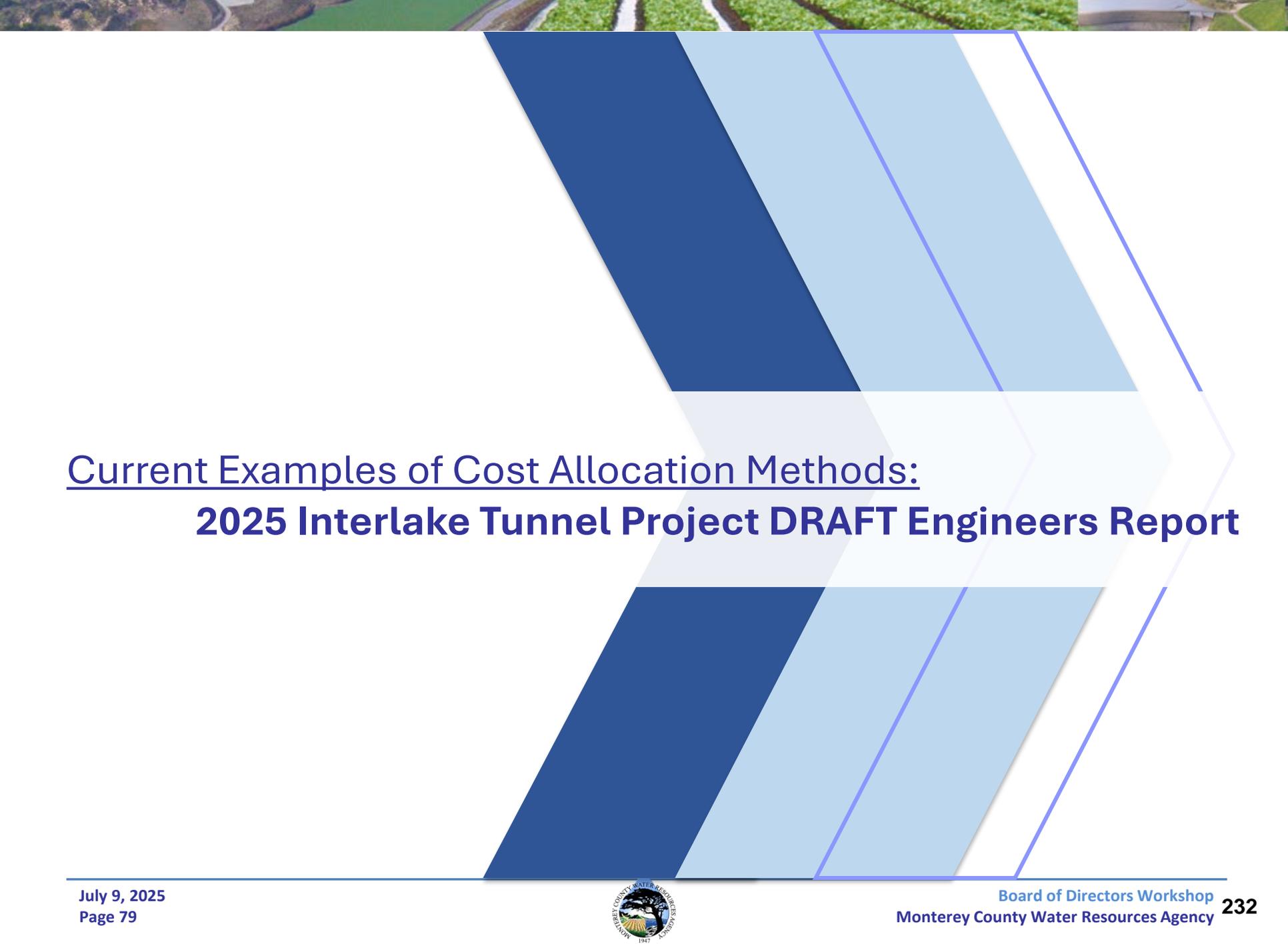
# Economic Benefits – Key Findings

- Reservoirs have resulted in recreational benefits
  - Close to \$800M from 1985-2018
- Generation of hydropower at Nacimiento Dam from 1987-2018
  - Generated power valued at \$59.1M
  - Avoided health-related costs resulting from clean hydropower valued at \$16M

# Economic Benefits Summary Table

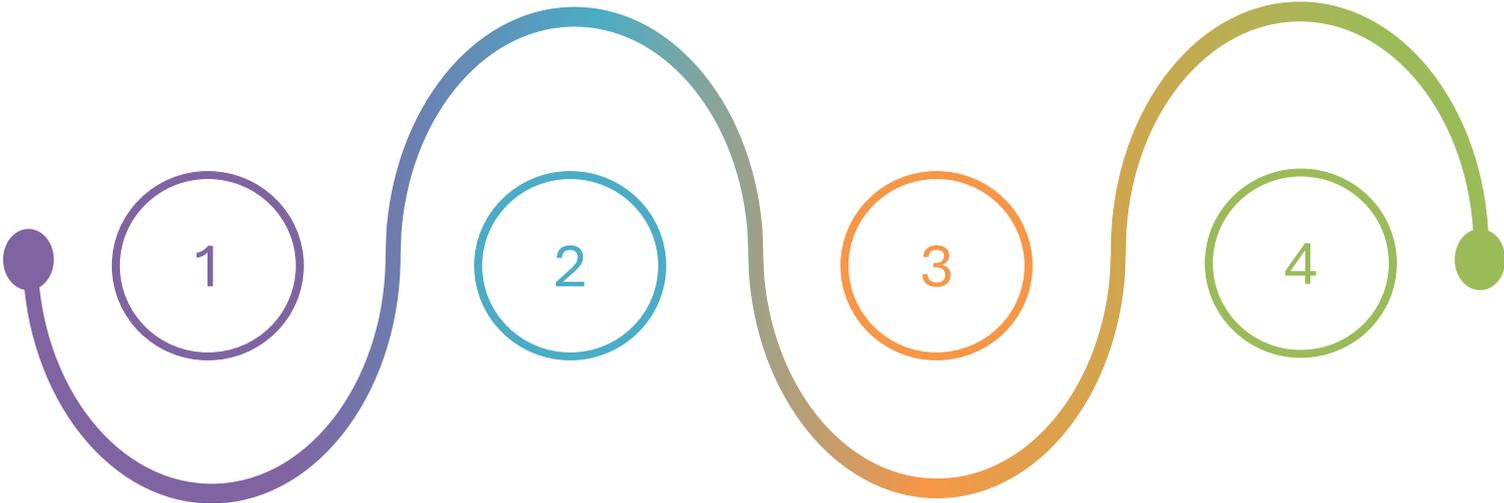
Benefit	Average annual value (\$M)	Total Value (51-year period, \$M)
<b>Water Supply</b>		
Avoided well replacement costs	\$2.11	\$107.4
Avoided costs from reduced agricultural pumping and pumping lift	\$1.3	\$67.9
Reduced seawater intrusion	--	\$53.6 (with range of \$21.8M to \$86.9M)
<b>Flood risk reduction</b>		
Avoided damages to buildings and structures	\$4.13	\$210.5
Avoided damages to agricultural crops	\$4.14	\$211.0
<b>Recreation</b>	\$23.5*	\$797.4
<b>Hydropower</b>		
Power generation	\$1.85#	\$59.1#
Avoided pollutant emissions	\$0.5	\$16.0
<b>TOTAL</b>	<b>\$37.53</b>	<b>\$1,522.9</b>
* Over a 35-year period for which data were available.		
# Value of hydropower generated		





Current Examples of Cost Allocation Methods:  
**2025 Interlake Tunnel Project DRAFT Engineers Report**

# Getting to the draft engineer's report



## 1998 HISTORICAL BENEFITS ANALYSIS

This analysis didn't include all currently constructed and operating Agency projects.

## 2025 HBA UPDATE

Partnering with two consultants, the Agency developed an updated analysis of historical hydrologic, flood control, and economic benefits of current projects.

## MODELING

Modeling results from the Project and HBA Update provided data for the draft Project Assessment Engineer's Report

## DRAFT REPORT

Draft Assessment Engineer's Report for the Project available for submittal to DWR





# Cost Allocation Options

- The draft Assessment Engineer's Report for the Project presents three methodologies for reasonable ways to allocate Project benefits.
- There may be others to consider also in future discussions about this Project or other Agency projects.



# United States Geological Survey **Publication of the Salinas Valley Hydrologic Models**



# Hydrologic Modeling Tools

- The HBA Update utilized modeling tools developed by the U.S. Geological Survey (USGS) to provide data about groundwater and surface water conditions.
  - The Agency, County of Monterey, and Salinas Valley Basin GSA partnered on development of the models.
- Model data also informed the Draft Engineer's Report for the Interlake Tunnel Project.

# Hydrologic Modeling Tools

- The full suite of modeling tools and documentation have been published by the USGS and are available to the public.
- Model data and files:
  - <https://www.usgs.gov/centers/california-water-science-center/news/new-data-salinas-valley-hydrology>
- Model report:
  - <https://eartharxiv.org/repository/view/8900/>

# Public Comments

- For stakeholders wishing to submit written comments on the:
  - 2021 Unadopted Zone 2D Engineer’s Report
  - 2025 Historical Benefits Analysis Update
  - 2025 Interlake Tunnel Project DRAFT EngineersReport USGS Salinas Valley Hydrologic Models
  - Today’s Dam Safety & Operations Financial Strategy Workshop

***Please do so by September 1, 2025, by email to:***

**[WoodrowA@countyofmonterey.gov](mailto:WoodrowA@countyofmonterey.gov)**

# Questions & Discussion







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

BOARD ORDER No. \_

**APPROVE AMENDMENT NO. 1 TO THE AGREEMENT  
FOR SERVICES WITH FIELDMAN, ROLAPP AND ASSOCIATES, INC.,  
TO EXTEND THE TERM OF THE CONTRACT FROM AUGUST 3, 2028,  
TO DECEMBER 31, 2028, TO INCREASE THE DOLLAR AMOUNT BY  
\$75,000 FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$165,000  
FOR FINANCIAL MANAGEMENT SERVICES; AND AUTHORIZE THE  
GENERAL MANAGER TO EXECUTE THE AMENDMENT.**

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

Approve Amendment No. 1 to the Agreement for Services with Fieldman, Rolapp and Associates, Inc., to extend the term of the contract from August 3, 2028, to December 31, 2028, to increase the dollar amount by \$75,000 for a total contract amount not to exceed \$165,000 for financial management services; and authorize the General Manager to execute the amendment.

PASSED AND ADOPTED on this **18th** day of **August 2025**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

---

BY: Mike LeBarre, 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 25-128**

August 18, 2025

**Introduced:** 8/11/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Consider approving Amendment No. 4 to the Agreement for Services with Quinn Company to increase the dollar amount by \$150,000 for a total contract amount not to exceed \$550,000 for short term equipment rental and preventative maintenance and repair of Agency owned heavy equipment; and authorize the General Manager to execute the amendment.

RECOMMENDATION:

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

Consider approving Amendment No. 4 to the Agreement for Services with Quinn Company to increase the dollar amount by \$150,000 for a total contract amount not to exceed \$550,000 for short term equipment rental and preventative maintenance and repair of Agency owned heavy equipment; and authorize the General Manager to execute the amendment.

SUMMARY/DISCUSSION:

On July 1, 2018, the Monterey County Water Resources Agency (Agency) entered into an Agreement with Quinn Company, the local Caterpillar source, to provide preventative maintenance and critical repairs to Agency's equipment.

On November 5, 2020, Amendment No. 1 to the agreement was processed, increasing the total contract amount to \$100,000 and extending the term to June 30, 2022.

On May 17, 2022, Amendment No. 2 to the agreement was processed, increasing the total contract amount to \$250,000, and extending the term to June 30, 2025.

On June 20, 2024, Amendment No. 3 to the agreement was processed, increasing the total contract amount to \$400,000 and extending the term to June 30, 2028.

The purpose of Amendment No. 4 is to increase the dollar amount by \$150,000 for a total contract amount not to exceed \$550,000 for continued services by Quinn Company.

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

The amendment will be financed by unassigned fund balances of Funds 111 - Administration, 116 - Dam Operations, and 122-Reclamation Ditch. The FY26 Adopted Budget includes estimated amount required for FY2025-2026, which is \$5,000 for Fund 111, \$5,000 for Fund 116 and \$65,000 for Fund 122. Other Funds may also be identified in future fiscal years.

Prepared by: Rob McKay, Maintenance Manager (831) 682-9486

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

Attachments:

1. Original Agreement for Services
2. Amendment No. 1
3. Amendment No. 2
4. Amendment No. 3
5. Amendment No. 4
6. Board Order



# County of Monterey

## Item No.8

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#### RECOMMENDATION:

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Consider approving Amendment No. 4 to the Agreement for Services with Quinn Company to increase the dollar amount by \$150,000 for a total contract amount not to exceed \$550,000 for short term equipment rental and preventative maintenance and repair of Agency owned heavy equipment; and authorize the General Manager to execute the amendment.

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#### OTHER AGENCY INVOLVEMENT:

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required for FY2025-2026, which is \$5,000 for Fund 111, \$5,000 for Fund 116 and \$65,000 for Fund 122. Other Funds may also be identified in future fiscal years.

Prepared by: Rob McKay, Maintenance Manager (831) 682-9486

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

Attachments:

1. Original Agreement for Services
2. Amendment No. 1
3. Amendment No. 2
4. Amendment No. 3
5. Amendment No. 4
6. Board Order

AGREEMENT       AMENDMENT       BOARD REPORT FOR PRE-APPROVAL

Vendor Name: **Quinn Company.**

Title/Brief Description of Document: **Agreement (Heavy Equip. preventative maint., \$25k)**

Originating Dept.: **Water Resources Agency** Dept. Contact WITH Phone #: **Jessell Fenley, Ext: 4896**

This Agreement or Amendment requires Board Approval: Yes  No

This Agreement requires an MYA: Yes  No

**AGREEMENT TYPE**

<input checked="" type="checkbox"/>	RQNSA – Standard Agreement	<input type="checkbox"/>	RQNNS – Non-Standard Agreement
<input type="checkbox"/>	RQNIT – ITD Standard Agreement	<input type="checkbox"/>	RQNIN – ITD Non-Standard Agreement
<input type="checkbox"/>	RQNPB – Pre-Board Standard Agreement	<input type="checkbox"/>	Non-Standard Board Agreement (Not to be tracked within RQN)
<input checked="" type="checkbox"/>	Insurance & Endorsement Current	<input type="checkbox"/>	VDR & Non-Resident State Forms Verified

**ROUTING AND APPROVALS\***

*Each Approving Authority is requested to forward the Service Contract to the next Approving Authority in the order listed herein. Thank you.*

	Approving Authority:	Approval Initials	Comments:	Date Reviewed
1st	ITD(for all ITD related contracts)		.	
2nd	County Counsel (required)	<i>KLP</i>	.	<i>7/19/18</i>
3rd	Risk Management (non-standard insurance and/or indemnity provisions)	<i>n/a</i>	.	
4th	Auditor-Controller (required)	<i>[Signature]</i>	.	<i>7-19-18</i>
5th	Contracts/Purchasing (required)		Please forward to CAO Office Juan Lopez. Thank you	<i>7-30-18</i>
	Return to Originating Department Instructions		Jessell Fenley – ext: 4896 Thank you.	

\* In the event that one of the approving authorities has an issue with the document and will not sign, the document shall be returned immediately to the originating department's key contact person identified herein along with a brief written explanation regarding the issue. Once that issue is corrected, the originating department shall restart the routing process again from the beginning by resubmitting the document through the approval process. The original Routing Form should be included for reference.

MYA #: \* *3978*

**MONTEREY COUNTY WATER RESOURCES AGENCY  
AND QUINN COMPANY**  

---

**AGREEMENT FOR SERVICES**

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

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

1. Employment of CONTRACTOR. Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the **Scope of Work/Work Schedule set forth in Exhibit A:**
  - (a) The scope of work is briefly described and outlined as follows:  
Preventative maintenance, and repair of Water Resources Agency heavy equipment
  - (b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
  - (c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
  - (d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.
2. Term of Agreement. The term of this Agreement shall begin on July 1, 2018 by CONTRACTOR and Agency, and will terminate on June 30, 2021, unless earlier terminated as provided herein.
3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein,

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

(\$ 25,000.00).

4. Monthly Invoices by CONTRACTOR; Payment.

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

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

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

6. Insurance.

6.1 Evidence of Coverage:

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

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

6.2 Qualifying Insurers:

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

6.3 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

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

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

#### 6.4 Other Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

---

Agency's designated administrator of this Agreement shall be  
 Brent Buche

---

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

<b>TO AGENCY</b>	<b>TO CONTRACTOR</b>
Name: Brent Buche	Name: Ryan Jefferson
Address: 1441 Schilling Pl., Salinas, CA 93901	Address: 1300 Abbot St., Salinas, Ca 93902
Telephone: 831-755-4860	Telephone: 831-789-8842
Fax: 831-424-7935	Fax:
E-Mail: bucheb@co.monterey.ca.us	E-Mail: ryan.jefferson@quinncompany.com

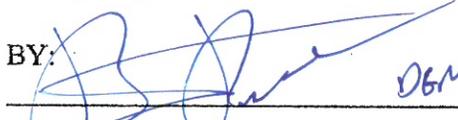
28. Electronic Deliverables. Where feasible, all reports, documents and other printed information provided to the Agency pursuant to this Agreement shall be submitted in both written and Electronic formats in accordance with the specifications listed in Exhibit C.
29. Non-exclusive Agreement. This Agreement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

MONTEREY COUNTY WATER RESOURCES AGENCY  
AND QUINN COMPANY  
AGREEMENT FOR SERVICES

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

MONTEREY COUNTY WATER  
RESOURCES AGENCY:

CONTRACTOR:

BY:  *DBM*

BY: 

*For* David E. Chardavoine  
General Manager

Type Name: Ryan Jefferson

Title: Branch Manager

Date: 8/3/18 Quinn Company

Date: 6/29/18 Quinn Company

BY: 

Type Name: Steven Burt

Title: Branch Manager Rentals

Date: 6/29/18 Quinn Company

\* 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.

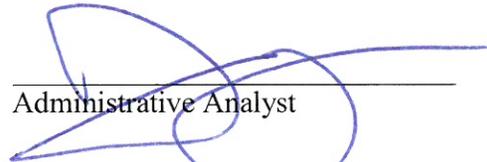
( Quinn Company )  
Agreement/Amendment No # (FY 18/19) )

\*\*\*\*\*

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

Approved as to fiscal provisions:

  
\_\_\_\_\_  
Deputy County Counsel

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

Dated: 7/18/18

Dated: 7/30/18

n/a  
\_\_\_\_\_  
County Counsel – Risk Manager:

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

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

Dated: 7-19-18

<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

### A. Scope of services:

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

The purpose of this Agreement is to: Provide preventative maintenance services on Caterpillar D5G FDH01050, Caterpillar 420D FDP13132, Caterpillar 315CL CFT00831, Caterpillar 420E IT KMW00427. Also provide nonscheduled repairs on an as needed basis. This Agreement will be in effect during the period and pertaining solely to the equipment.

Preventative maintenance (PM) services will be scheduled and performed at the appropriate SMU (+/- 50 SMU) as outlined in Caterpillars Operation & Maintenance Manual.

With the uncertainty in the oil market, Quinn Company reserves the right to add an oil surcharge to the agreement price, if applicable to the maintenance plan. This surcharge will be added if the market price for oil charges by 10% or more over any six-month period during this agreement.

### Inclusions:

1. All labor required to perform each PM service or inspection
2. All filters and fluids replaced with Caterpillar filters (where applicable) and fluids
3. Quinn Company S.O.S Fluids Analysis, with data interpretations and recommendations
4. Condition monitoring utilizing machine inspections, ECM data, repair history and S.O.S Fluids Analysis
5. Caterpillar machines – Quinn Company will purchase and install Product Link at no charge, if not installed at the factory and provide free access to Vision Link. If CSA agreement is terminated by either party or renewed, Quinn Company reserves the right to remove the unit, if provided by Quinn Company as mentioned above. However, the customer will have the option to keep the Product Link unit and pay associated Vision Link fees.
6. Agco tractors – Quinn Company will supply all labor associated with the install of AGCOMMAND at no charge, if not already installed at the factory, provided the customer purchases the AGCOMMAND unit and pays associated monthly fees
7. Complete “walk-around” Machine inspection, with written report provided during each PM service
8. Provide EPA-approved disposal of waste oil, coolant and filters. Complete DTSC- required documentation

### Exclusions, Exceptions and other conditions:

1. Any scheduled or unscheduled repairs except what is included in the CSA agreement
2. Any repairs other than routine preventative maintenance as specified in the Operation and Maintenance Manual for the specific machine. Replacement of air filters, cab filters and A/C system parts are not included

3. Machine or preventative maintenance problems caused by operator error, abuse, vandalism, negligence, including failures or problems caused by improper machine maintenance not performed by Quinn Company
4. No party to this agreement shall be held responsible for delays or failure in performance resulting from circumstances beyond reasonable control, including but not limited to: labor strikes, material shortages or natural disasters
5. Either party may cancel this agreement with a thirty (30) day written notice in the event of an early cancellation, Quinn Company will audit all payments received against actual services performed. An invoice or credit will be issued to the customer to balance the agreement for services performed (applies to pre-paid agreements only).
6. State and local taxes are not included in the agreement price
7. Travel time, mileage and stand-by time will be billed separately if the machine is not available for PM services at the scheduled time

**Customer responsibilities:**

1. Daily, weekly or as “required” PM services, unless noted in the Special Provisions section of this agreement
2. Make equipment available at a reasonable working location within Quinn Company’s service territory during normal working hours (Mon. – Fri., 7am – 5pm), unless noted in the Special Provisions section of this agreement
3. Have the machine in “Ready to services” condition when PM service is scheduled
4. Provide all daily make-up fluids (oil, coolant, fuel and grease) that meet recommended Caterpillar specifications
5. Perform all external cleaning of the machine
6. Timely notification about any maintenance problems experienced with the machine

## EXHIBIT B

### FEE SCHEDULE

#### B. Payment Provisions

##### Compensation/Payment:

Monterey County Water Resources Agency shall pay an amount not to exceed \$25,000.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates in accordance with the following terms:

<b>Equipment List:</b>	Model	Serial #
Make Caterpillar	D5G	FDG01050
Caterpillar	420D	FDP13132
Caterpillar	315CL	CFT00831
Caterpillar	420E IT	KMW00427

**NOTE:** All fees and costs stated herein shall include all applicable tax.

If Monterey County Water Resources Agency approves travel reimbursement, CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy." A copy of the policy is available online at [www.co.monterey.ca.us/auditor/policies.htm](http://www.co.monterey.ca.us/auditor/policies.htm). To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

##### Contractors Billing Procedures:

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement etc.

Monterey County Water Resources Agency may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the Monterey County Water Resources Agency.

Monterey County Water Resources Agency shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**DISALLOWED COSTS:** CONTRACTOR is responsible for any audit expectations or disallowed costs incurred by its own organization or that of its subcontractors.

## **EXHIBIT C**

### **DELIVERABLES**

#### Required Document Formats

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

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

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

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

Final Draft for Board of Director/ Supervisor consideration

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

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

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

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

**AMENDMENT NO. 1 TO  
AGREEMENT FOR SERVICES  
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND  
QUINN COMPANY**

**THIS AMENDMENT NO. 1** to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, "Agency") and Quinn Company (hereinafter, "CONTRACTOR") is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and CONTRACTOR are referred to as the "Parties").

**WHEREAS**, CONTRACTOR entered into an Agreement for Services with the Agency on July 1, 2018 (hereinafter, "Agreement");

**WHEREAS**, the Agency has identified a continued need for preventative maintenance and repair on agency heavy equipment; and

**WHEREAS**, the Parties wish to amend the Agreement with a dollar amount increase of \$75,000, not to exceed a total contract amount of \$100,000 and a term extension to June 30, 2022 to continue providing services identified in the Agreement.

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

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

The term of this Agreement shall begin on July 1, 2018 by CONTRACTOR and Agency and will terminate on **June 30, 2022**, unless earlier terminated as provided herein.

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

Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is one hundred thousand (**\$100,000.00**).

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

*This space left blank intentionally*

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

**MONTEREY COUNTY WATER RESOURCES AGENCY**

By:   
General Manager

Date: E-signed 11/5/2020

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

By:   
Deputy County Counsel

Date: November 5, 2020

**Approved as to Fiscal Provisions**

By:   
Auditor-Controller

Date: 11-5-2020

 11/02/2020

**Approved as to Indemnity, Insurance Provisions**

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

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

**CONTRACTOR**

Quinn Company  
\*Contractor Business Name

By:   
(Signature of Chief, President or Vice President)

Its: Ryan Jefferson  
(Print Name and Title)

Date: 11/5/2020

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

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

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

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

**AMENDMENT NO. 2 TO  
AGREEMENT FOR SERVICES  
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND  
QUINN COMPANY**

**THIS AMENDMENT NO. 2** to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, "Agency") and Quinn Company (hereinafter, "CONTRACTOR") is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and CONTRACTOR are referred to as the "Parties").

**WHEREAS**, CONTRACTOR entered into an Agreement for Services with the Agency on July 1, 2018, and Amendment No. 1 on November 5, 2020 (hereinafter, "Agreement");

**WHEREAS**, the Agency has identified a continued need for preventative maintenance and repair on agency heavy equipment; and

**WHEREAS**, the Parties wish to amend the Agreement with a term extension to June 30, 2025, and a dollar amount increase of \$150,000.00, for a total contract amount not to exceed \$250,000.00 to continue providing services identified in the Agreement.

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

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

The term of this Agreement shall begin on July 1, 2018, by CONTRACTOR and Agency and will terminate on June 30, 2025, unless earlier terminated as provided herein.

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

Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is Two Hundred Fifty Thousand dollars (\$250,000.00).

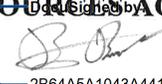
3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

*This space left blank intentionally*

Amendment No. 2 Quinn Company

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

**MONTEREY COUNTY WATER RESOURCES AGENCY**

By:   
2B64A5A1043A441...  
General Manager  
Date: 5/17/2022 | 10:00 AM PDT

**CONTRACTOR**

Quinn Company  
\*Contractor Business Name

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

Its: Ryan Jefferson - Branch Manager  
(Print Name and Title)

Date: 3/21/22

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

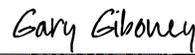
By:   
22D690CA05A940B...  
Assistant County Counsel  
Date: 5/13/2022 | 11:20 AM PDT

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

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

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

**Approved as to Fiscal Provisions**

By:   
D3834BFEC1D8449...  
Auditor-Controller  
Date: 5/13/2022 | 11:26 AM PDT

**Approved as to Indemnity, Insurance Provisions**

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

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

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

**AMENDMENT NO. 3 TO  
AGREEMENT FOR SERVICES  
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND  
QUINN COMPANY**

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

**WHEREAS**, CONTRACTOR entered into an Agreement for Services with the Agency on July 1, 2018; Amendment No. 1 on November 5, 2020; and Amendment No. 2 on May 17, 2022 (hereinafter, “Agreement”);

**WHEREAS**, the Agency has identified a continued need for preventative maintenance and repair on agency heavy equipment and rental(s) of equipment; and

**WHEREAS**, the Parties wish to amend the Agreement by revising Exhibit A – Scope of work, extending the term to June 30, 2028, revising Exhibit B – Fee Schedule, and a dollar increase of \$150,000.00 for a total contract amount not to exceed \$400,000.00 to continue providing services identified in the Agreement;

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

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

Employment of CONTRACTOR. Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A – REVISED, 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 – REVISED**

2. Amend Section 2, “**Term of Agreement**” to read as follows:

Term of Agreement. The term of this Agreement shall begin on **July 1, 2018** by CONTRACTOR and Agency, and will terminate on **June 30, 2028**, unless earlier terminated as provided herein.

3. Amend Section 3, “**Payment to CONTRACTOR**” to read as follows:

Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B - REVISED. The maximum amount payable to CONTRACTOR under this contract is **Four Hundred Thousand Dollars no cents (\$400,000.00)**.

Amendment No. 3 Quinn Company

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

*This space left blank intentionally*

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

**MONTEREY COUNTY WATER RESOURCES AGENCY**

DocuSigned by:  
*Ara Ayhderian*  
By: 1F482FFB49A2435...  
General Manager

Date: 6/20/2024 | 4:22 PM PDT

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

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

Date: 6/4/2024 | 11:21 AM PDT

**Approved as to Fiscal Provisions**

DocuSigned by:  
*Jennifer Forsyth*  
By: 4E7E657975454AE...  
Auditor-Controller

Date: 6/4/2024 | 2:42 PM PDT

**Approved as to Indemnity, Insurance Provisions**

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

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

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

**CONTRACTOR**

Quinn Company  
\*Contractor Business Name

By: *William Buchanan*  
(Signature of Chair, President or Vice President)

Its: ~~Scott Walter~~ William Buchanan, SVP  
(Print Name and Title)

Date: May 31, 2024

By: *Michelle Locke*  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: Michelle Locke, CFO  
(Print Name and Title)

Date: May 31, 2024

DocuSigned by:  
*Trent Hill*  
30922505678A4ED...  
Trent Hill

County of Monterey  
6/17/2024 | 12:13 PM PDT

## EXHIBIT A – REVISED

### **Scope of services:**

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Services provided under this Agreement include the short-term rental of heavy equipment and maintenance and repair of Agency owned heavy equipment.

Based on Agency need, heavy equipment may be rented by the day, week, or month. Current rental rates are included in Exhibit B. Future equipment rentals will be subject to market rates, not to exceed a 10% year to year increase.

Preventative maintenance and nonscheduled repair services will be provided on Caterpillar D5 Dozer, Caterpillar 420D, Caterpillar 320, Caterpillar 420E, Caterpillar 415, Doosan 50kW Generator, or other equipment as needed. Current labor rates are included in Exhibit B but future work will be quoted on an as needed basis and performed at market rates.

Preventative maintenance (PM) services will be scheduled and performed at the appropriate SMU (+/-50 SMU) as outlined in Caterpillars Operation & Maintenance Manual.

### **PM Services Include:**

1. All labor required to perform each PM service or inspection
2. All filters and fluids replaced with Caterpillar filters (where applicable) and fluids
3. Quinn Company S.O.S Fluids Analysis, with data interpretations and recommendations
4. Condition monitoring utilizing machine inspections, ECM data, repair history and S.O.S Fluids Analysis
5. Caterpillar machines -Quinn Company will purchase and install Product Link at no charge, if not installed at the factory and provide free access to Vision Link. If CSA agreement is terminated by either party or renewed, Quinn Company reserves the right to remove the unit, if provided by Quinn Company as mentioned above. However, the customer will have the option to keep the Product Link unit and pay associated Vision Link fees.
6. Agco tractors -Quinn Company will supply all labor associated with the install of AGCOMMAND at no charge, if not already installed at the factory, provided the customer purchases the AGCOMMAND unit and pays associated monthly fees
7. Complete "walk-around" Machine inspection, with written report provided during each PM service.
8. Provide EPA-approved disposal of waste oil, coolant and filters. Complete DTSC-required Documentation.

### **PM Services Exclude:**

1. Any scheduled or unscheduled repairs except what is included in the CSA agreement

Amendment No. 3 Quinn Company

2. Any repairs other than routine preventative maintenance as specified in the Operation and Maintenance Manual for the specific machine. Replacement of air filters, cab filters and A/C system parts are not included
3. Machine or preventative maintenance problems caused by operator error, abuse, vandalism, negligence, including failures or problems caused by improper machine maintenance not performed by Quinn Company
4. No party to this agreement shall be held responsible for delays or failure in performance resulting from circumstances beyond reasonable control, including but not limited to: labor strikes, material shortages or natural disasters
5. Either party may cancel this agreement with a thirty (30) day written notice in the event of an early cancellation, Quinn Company will audit all payments received against actual services performed. An invoice or credit will be issued to the customer to balance the agreement for services performed (applies to pre-paid agreements only).
6. State and local taxes are not included in the agreement price
7. Travel time, mileage and stand-by time will be billed separately if the machine is not available for PM services at the scheduled time

**PM Customer responsibilities:**

1. Daily, weekly or as "required" PM services, unless noted in the Special Provisions section of this agreement
2. Make equipment available at a reasonable working location within Quinn Company's service territory during normal working hours (Mon. - Fri., 7am - 5pm), unless noted in the Special Provisions section of this agreement
3. Have the machine in "Ready to services" condition when PM service is scheduled
4. Provide all daily make-up fluids (oil, coolant, fuel and grease) that meet recommended Caterpillar specifications
5. Perform all external cleaning of the machine
6. Timely notification about any maintenance problems experienced with the machine

## EXHIBIT B – REVISED FEE SCHEDULE



### *Labor Rates - Salinas*

March 4, 2024

Construction Rates	Straight Time	Overtime	Premium Time	AG Rates	Straight Time	Overtime	Premium Time
<b>Construction</b>				<b>SHP - LABOR</b>			
ARM - LABOR-ARM WELD	\$125.00	\$187.50	\$250.00	02	\$172.00	\$258.00	\$344.00
SHP - LABOR	\$192.00	\$288.00	\$384.00	72	\$172.00	\$258.00	\$344.00
FLD - LABOR-EM	\$220.00	\$330.00	\$440.00	<b>FLD - LABOR</b>			
WLD - LABOR-WELD	\$185.00	\$277.50	\$370.00	02	\$194.00	\$291.00	\$388.00
WLF - LABOR-WELD	\$208.00	\$312.00	\$416.00	72	\$194.00	\$291.00	\$388.00
				<b>WLD - LABOR-WELD</b>			
				02	\$160.00	\$240.00	\$320.00
				72	\$160.00	\$240.00	\$320.00
				<b>WLF - LABOR-WELD</b>			
				02	\$182.00	\$273.00	\$364.00
				72	\$182.00	\$273.00	\$364.00

**Fee Schedule**

**Rental Quote**

**Quote D25165**



1300 ABBOTT ST, SALINAS, CA 93901  
 SALINAS Ph: 831-758-8800 Fax: 831-758-8583

Date Out: **04/01/2024 Mon 07:00 AM**  
 Est. Date In: **04/28/2024 Sun 07:00 AM**

Jobsite:  
 Contact: **CHARLES LINGENFELTER**  
 Phone: **831 682 5961**  
**P O BOX 930**  
**SALINAS, CA**  
**93901**

Customer: **439701**  
 Bill to: **MONTEREY CO WATER RESOURCES**  
**ATTN ACCOUNTS PAYABLE**  
**P O BOX 930**  
**SALINAS, CA 93901**

Signed By: **PETER**  
 Order By: **CHARLES LINGENFELTER**

Written By: **Peter Stuhmiller**  
 Sales Rep: **STEVEN SHOOK**  
 PO #:

QTY	DESCRIPTION	DAY	WEEK	4WEEK	TOTALS
-----	-------------	-----	------	-------	--------

**Rental Items**

1	840-4200 2000 GAL WATER TRUCK THIS VEHICLE USES "CLEAR DIESEL" ONLY. CUSTOMER IS RESPONSIBLE FOR ANY FEES, PENALTIES, DAMAGES, LOST RENTAL TIME, PARTS AND LABOR ASSOCIATED WITH THE USE OF RED DYED FUEL.	\$484	\$1,630	\$3,670	3,670.00
1	840-4400 4000 GAL WATER TRUCK THIS VEHICLE USES "CLEAR DIESEL" ONLY. CUSTOMER IS RESPONSIBLE FOR ANY FEES, PENALTIES, DAMAGES, LOST RENTAL TIME, PARTS AND LABOR ASSOCIATED WITH THE USE OF RED DYED FUEL.	\$630	\$2,520	\$6,615	6,615.00
1	200-0405 DOZER D2/D4K	\$770	\$2,765	\$7,700	7,700.00
1	200-0505 DOZER D3/D5K	\$690	\$2,580	\$7,100	7,100.00
1	200-0605 DOZER D4/D6K	\$625	\$2,500	\$6,800	6,800.00
1	100-3100 BACKHOE 420	\$489	\$1,530	\$3,360	3,360.00
1	100-4500 BACKHOE 450	\$560	\$2,040	\$5,100	5,100.00
1	740-5400 SKIP LOADER 415 IL	\$375	\$1,260	\$2,835	2,835.00
1	120-6690 EXCAVATOR 315	\$700	\$2,360	\$6,900	6,900.00
1	120-6800 EXCAVATOR 320/320 GC	\$865	\$2,950	\$8,100	8,100.00

**Exhibit B - REVISED  
Fee Schedule**

**Rental Quote  
Quote D25165**



Date Out: **04/01/2024 Mon 07:00 AM**  
Est. Date In: **04/28/2024 Sun 07:00 AM**

1300 ABBOTT ST, SALINAS, CA 93901  
SALINAS Ph: 831-758-8800 Fax: 831-758-8583

Jobsite:  
Contact: **CHARLES LINGENFELTER**  
Phone: **831 682 5961**  
**P O BOX 930**  
**SALINAS, CA**  
**93901**

Customer: **439701**  
Bill to: **MONTEREY CO WATER RESOURCES**  
**ATTN ACCOUNTS PAYABLE**  
**P O BOX 930**  
**SALINAS, CA 93901**

Written By: **Peter Stuhmiller**  
Sales Rep: **STEVEN SHOOK**  
PO #:

Signed By: **PETER**  
Order By: **CHARLES LINGENFELTER**

QTY DESCRIPTION		DAY	WEEK	4WEEK	TOTALS
<b>Rental Items</b>					
1	350-3213 EXCAVATOR 325	\$1,000	\$3,175	\$9,380	9,380.00
1	740-2990 COMPACT TRACK LOADER 299	\$600	\$1,975	\$4,940	4,940.00
1	740-2790 COMPACT TRACK LOADER 279	\$485	\$1,600	\$4,200	4,200.00
1	740-2890 COMPACT TRACK LOADER 289	\$495	\$1,665	\$4,475	4,475.00
1	840-2700 3 YD DUMP TRUCK	\$450	\$1,020	\$2,639	2,639.00
1	840-2800 5 YD DUMP TRUCK	\$450	\$1,470	\$3,475	3,475.00
1	840-2900 10 YD DUMP TRUCK THIS VEHICLE USES "CLEAR DIESEL" ONLY. CUSTOMER IS RESPONSIBLE FOR ANY FEES, PENALTIES, DAMAGES, LOST RENTAL TIME, PARTS AND LABOR ASSOCIATED WITH THE USE OF RED DYED FUEL.	\$610	\$2,350	\$6,425	6,425.00
1	800-3700 500 GALLON WATER TRAILER	\$150	\$400	\$930	930.00
1	110-7025 CAT 950 4.25 YD LOADER	\$900	\$3,200	\$8,000	8,000.00
1	110-7035 WHEEL LOADER 926 2.5YD	\$715	\$2,250	\$6,275	6,275.00

**Exhibit B - REVISED  
Fee Schedule**

**Rental Quote  
Quote D25165**



Date Out: **04/01/2024 Mon 07:00 AM**  
Est. Date In: **04/28/2024 Sun 07:00 AM**

1300 ABBOTT ST, SALINAS, CA 93901  
SALINAS Ph: 831-758-8800 Fax: 831-758-8583

Jobsite:  
Contact: **CHARLES LINGENFELTER**  
Phone: **831 682 5961**  
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**SALINAS, CA**  
**93901**

Customer: **439701**  
Bill to: **MONTEREY CO WATER RESOURCES**  
**ATTN ACCOUNTS PAYABLE**  
**P O BOX 930**  
**SALINAS, CA 93901**

Written By: **Peter Stuhmiller**  
Sales Rep: **STEVEN SHOOK**  
PO #:

Signed By: **PETER**  
Order By: **CHARLES LINGENFELTER**

QTY	DESCRIPTION	DAY	WEEK	4WEEK	TOTALS
<b>Rental Items</b>					
1	110-7050 WHEEL LOADER 938 3.5 YD	\$850	\$2,850	\$7,200	7,200.00
1	140-3020 COMPACTOR, SINGLE DRUM 84" CS56	\$650	\$2,260	\$6,025	6,025.00
1	140-3520 COMPACTOR, PADFOOT 84" CP56	\$600	\$2,150	\$6,500	6,500.00
<b>Miscellaneous Items</b>					
1	ENV REC FEE (T)		2.50 %		3,216.10
	State 7.25% County 0.5% City 1.5% Total Tax: 9.25%				12,197.06
<b>Total:</b>				<b>144,057.16</b>	

**QUOTE**

**AGREEMENT AND ACKNOWLEDGEMENT**

The undersigned warrants, represents, and agrees on behalf of the customer ("Customer"): (1) that the undersigned has authority to contract for Customer; (2) that the lease of the equipment listed above ("Equipment") by Quinn Company, Quinn Company dba Quinn Power Systems and Quinn Rental Services or by Quinn Lift (collectively, "Quinn") to Customer shall be subject to all of the terms and conditions set forth in this Rental Agreement (this "Agreement"); (3) that I have read and understand all said terms and conditions; (4) that I have the right to make a pre-delivery inspection and have informed Quinn of any damage or deficiency that may exist; (5) that I understand that air quality regulations may affect the operation and use of Equipment and I agree to all requirements stated in Additional Terms and Conditions, paragraph entitled "Air Quality Requirements for Equipment", including any specific requirements an agricultural source may have in registering the Equipment with the local air district, and (6) that by executing this Agreement I specifically agree to all of the terms and conditions of this Agreement and the Additional Terms and Conditions attached hereto, including, without limitation, the licensing and inspection requirements and disclaimers set forth in Section 26 of such Additional Terms and Conditions. Client warrants that the invoiced goods or services will be used for business or agricultural purposes and not for personal, family or household purposes.

**AN ADDITIONAL 16% FEE WILL APPEAR ON FINAL INVOICE UNLESS RENTAL EQUIPMENT PROTECTION ("REP") WAIVER IS REJECTED. REJECTION OF THIS WAIVER REQUIRES CUSTOMER TO INITIAL BELOW AND PROVIDE PROOF OF APPLICABLE INSURANCE**

( ) REJECT - INITIAL AND PROVIDE INSURANCE CERTIFICATE

AGREED TO: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Signature) (Printed Name) (Title)

**IMPORTANT! PLEASE READ THE ADDITIONAL TERMS AND CONDITIONS ATTACHED HERETO BEFORE SIGNING**



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

BOARD ORDER No. 24-011

APPROVE AMENDMENT NO. 3 OF THE AGREEMENT FOR )  
SERVICES WITH QUINN COMPANY TO EXTEND THE )  
CONTRACT TERM TO JUNE 30, 2028, AND INCREASE THE )  
DOLLAR AMOUNT TO \$400,000 FOR SHORT TERM EQUIPMENT )  
RENTAL AND PREVENTATIVE MAINTENANCE AND REPAIR OF )  
AGENCY OWNED HEAVY EQUIPMENT AND AUTHORIZE THE )  
THE GENERAL MANAGER TO EXECUTE THE AMENDMENT. )

Upon motion of Director John Baillie, seconded by Director Mark Gonzalez, and carried by those members present, the Board of Directors hereby:

1. Approves Amendment No. 3 of the Agreement for Services with Quinn Company to extend the contract term to June 30, 2028, and increase the dollar amount to \$400,000 for short term equipment rental and preventative maintenance and repair of Agency owned heavy equipment; and
2. Authorizes the General Manager to execute the amendment.

PASSED AND ADOPTED on this 15<sup>th</sup> day of **April 2024**, by the following vote, to-wit:

AYES: Mike LeBarre, Matt Simis, Mark Gonzalez, Deidre Sullivan, Ken Ekelund, Mike Scattini, John Baillie, Marvin Borzini

NOES: None

ABSENT: Jason Smith

DocuSigned by:  
  
 3DE98F69D40F4DB...  
 BY: Mike LeBarre, Chair  
 Board of Directors

DocuSigned by:  
  
 1F182FFB49A2435...  
 ATTEST: Ara Azhderian  
 General Manager

**AMENDMENT NO. 2 TO  
AGREEMENT FOR SERVICES  
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND  
QUINN COMPANY**

**THIS AMENDMENT NO. 2** to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, "Agency") and Quinn Company (hereinafter, "CONTRACTOR") is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and CONTRACTOR are referred to as the "Parties").

**WHEREAS**, CONTRACTOR entered into an Agreement for Services with the Agency on July 1, 2018, and Amendment No. 1 on November 5, 2020 (hereinafter, "Agreement");

**WHEREAS**, the Agency has identified a continued need for preventative maintenance and repair on agency heavy equipment; and

**WHEREAS**, the Parties wish to amend the Agreement with a term extension to June 30, 2025, and a dollar amount increase of \$150,000.00, for a total contract amount not to exceed \$250,000.00 to continue providing services identified in the Agreement.

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

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

The term of this Agreement shall begin on July 1, 2018, by CONTRACTOR and Agency and will terminate on **June 30, 2025**, unless earlier terminated as provided herein.

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

Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is Two Hundred Fifty Thousand dollars (\$250,000.00).

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

*This space left blank intentionally*

Amendment No. 2 Quinn Company

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

**MONTEREY COUNTY WATER RESOURCES AGENCY**

By: [Signature]  
2B64A5A1043A441  
General Manager  
Date: 5/17/2022 | 10:00 AM PDT

**Approved as to Form and Legality**  
**Office of the County Counsel**  
By: [Signature]  
22D690CA05A940B  
Assistant County Counsel  
Date: 5/13/2022 | 11:20 AM PDT

**Approved as to Fiscal Provisions**  
By: [Signature]  
D3834BFEC1D8449  
Auditor-Controller  
Date: 5/13/2022 | 11:26 AM PDT

**Approved as to Indemnity, Insurance Provisions**  
By: \_\_\_\_\_  
Risk Management  
Date: \_\_\_\_\_

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

**CONTRACTOR**

Quinn Company  
\*Contractor Business Name

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

Its: Ryan Jefferson - Branch Manager  
(Print Name and Title)

Date: 3/21/22

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

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

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

**AMENDMENT NO. 1 TO  
AGREEMENT FOR SERVICES  
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND  
QUINN COMPANY**

**THIS AMENDMENT NO. 1** to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, "Agency") and Quinn Company (hereinafter, "CONTRACTOR") is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and CONTRACTOR are referred to as the "Parties").

**WHEREAS**, CONTRACTOR entered into an Agreement for Services with the Agency on July 1, 2018 (hereinafter, "Agreement");

**WHEREAS**, the Agency has identified a continued need for preventative maintenance and repair on agency heavy equipment; and

**WHEREAS**, the Parties wish to amend the Agreement with a dollar amount increase of \$75,000, not to exceed a total contract amount of \$100,000 and a term extension to June 30, 2022 to continue providing services identified in the Agreement.

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

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

The term of this Agreement shall begin on July 1, 2018 by CONTRACTOR and Agency and will terminate on **June 30, 2022**, unless earlier terminated as provided herein.

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

Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is one hundred thousand (**\$100,000.00**).

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

*This space left blank intentionally*

Amendment No. 1 Quinn Company

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

**MONTEREY COUNTY WATER RESOURCES AGENCY**

By:   
General Manager

Date: E-signed 11/5/2020

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

By:   
Deputy County Counsel

Date: November 5, 2020

**Approved as to Fiscal Provisions**

By:   
Auditor-Controller

Date: 11-5-2020

 11/02/2020

**Approved as to Indemnity, Insurance Provisions**

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

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

**CONTRACTOR**

  
\*Contractor Business Name

By:   
(Signature of Chief, President or Vice President)

Its: Ryan Jefferson  
(Print Name and Title)

Date: 11/5/2020

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

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

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

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

**ROUTING FORM – RQN #: 4311**

Date: 6/29/2018

 AGREEMENT       AMENDMENT       BOARD REPORT FOR PRE-APPROVAL
Vendor Name: **Quinn Company.**Title/Brief Description of Document: **Agreement (Heavy Equip. preventative maint., \$25k)**Originating Dept.: **Water Resources Agency** Dept. Contact WITH Phone #: **Jessell Fenley, Ext: 4896**This Agreement or Amendment requires Board Approval: Yes  No This Agreement requires an MYA: Yes  No **AGREEMENT TYPE**

<input checked="" type="checkbox"/>	RQNSA – Standard Agreement	<input type="checkbox"/>	RQNNS – Non-Standard Agreement
<input type="checkbox"/>	RQNIT – ITD Standard Agreement	<input type="checkbox"/>	RQNIN – ITD Non-Standard Agreement
<input type="checkbox"/>	RQNPB – Pre-Board Standard Agreement	<input type="checkbox"/>	Non-Standard Board Agreement (Not to be tracked within RQN)
<input checked="" type="checkbox"/>	Insurance & Endorsement Current	<input type="checkbox"/>	VDR & Non-Resident State Forms Verified

**ROUTING AND APPROVALS\***

Each Approving Authority is requested to forward the Service Contract to the next Approving Authority in the order listed herein. Thank you.

	Approving Authority:	Approval Initials	Comments:	Date Reviewed
1st	ITD(for all ITD related contracts)		.	
2nd	County Counsel (required)	KLP	.	7/19/18
3rd	Risk Management (non-standard insurance and/or indemnity provisions)	n/a	.	
4th	Auditor-Controller (required)		.	7-19-18
5th	Contracts/Purchasing (required)		Please forward to CAO Office Juan Lopez. Thank you	7-30-18
	Return to Originating Department Instructions		Jessell Fenley – ext: 4896 Thank you.	

\* In the event that one of the approving authorities has an issue with the document and will not sign, the document shall be returned immediately to the originating department's key contact person identified herein along with a brief written explanation regarding the issue. Once that issue is corrected, the originating department shall restart the routing process again from the beginning by resubmitting the document through the approval process. The original Routing Form should be included for reference.

MYA #: \* 3978

Revised 20151217. Ver10



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

(\$ 25,000.00 ).

4. Monthly Invoices by CONTRACTOR; Payment.

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

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

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

6. Insurance.

6.1 Evidence of Coverage:

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

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

6.2 Qualifying Insurers:

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

6.3 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

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

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

#### 6.4 Other Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

---

Agency's designated administrator of this Agreement shall be  
 Brent Buche

---

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

<b>TO AGENCY</b>	<b>TO CONTRACTOR</b>
Name: Brent Buche	Name: Ryan Jefferson
Address: 1441 Schilling Pl., Salinas, CA 93901	Address: 1300 Abbot St., Salinas, Ca 93902
Telephone: 831-755-4860	Telephone: 831-789-8842
Fax: 831-424-7935	Fax:
E-Mail: bucheb@co.monterey.ca.us	E-Mail: ryan.jefferson@quinncompany.com

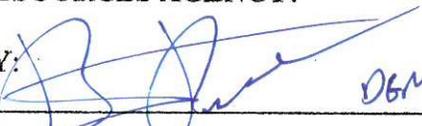
28. Electronic Deliverables. Where feasible, all reports, documents and other printed information provided to the Agency pursuant to this Agreement shall be submitted in both written and Electronic formats in accordance with the specifications listed in Exhibit C.
29. Non-exclusive Agreement. This Agreement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

**MONTEREY COUNTY WATER RESOURCES AGENCY  
AND QUINN COMPANY  
AGREEMENT FOR SERVICES**

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

**MONTEREY COUNTY WATER RESOURCES AGENCY:**

**CONTRACTOR:**

BY:  DBM

BY: 

For

David E. Chardavoine  
General Manager

Type Name: Ryan Jefferson

Title: Branch Manager

Date: 8/3/18 Quinn Company

Date: 6/29/18 Quinn Company

BY: 

Type Name: Steven Burt

Title: Branch Manager Rentals

Date: 6/29/18 Quinn Company

\* 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.

( Quinn Company )  
Agreement/Amendment No # (FY 18/19) )

\*\*\*\*\*

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

Approved as to fiscal provisions:

  
\_\_\_\_\_  
Deputy County Counsel

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

Dated: 7/18/18

Dated: 7/30/18

n/a  
\_\_\_\_\_  
County Counsel – Risk Manager:

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

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

Dated: 7/19/18

<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

### A. Scope of services:

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

The purpose of this Agreement is to: Provide preventative maintenance services on Caterpillar D5G FDH01050, Caterpillar 420D FDP13132, Caterpillar 315CL CFT00831, Caterpillar 420E IT KMW00427. Also provide nonscheduled repairs on an as needed basis. This Agreement will be in effect during the period and pertaining solely to the equipment.

Preventative maintenance (PM) services will be scheduled and performed at the appropriate SMU (+/- 50 SMU) as outlined in Caterpillars Operation & Maintenance Manual.

With the uncertainty in the oil market, Quinn Company reserves the right to add an oil surcharge to the agreement price, if applicable to the maintenance plan. This surcharge will be added if the market price for oil charges by 10% or more over any six-month period during this agreement.

### Inclusions:

1. All labor required to perform each PM service or inspection
2. All filters and fluids replaced with Caterpillar filters (where applicable) and fluids
3. Quinn Company S.O.S Fluids Analysis, with data interpretations and recommendations
4. Condition monitoring utilizing machine inspections, ECM data, repair history and S.O.S Fluids Analysis
5. Caterpillar machines – Quinn Company will purchase and install Product Link at no charge, if not installed at the factory and provide free access to Vision Link. If CSA agreement is terminated by either party or renewed, Quinn Company reserves the right to remove the unit, if provided by Quinn Company as mentioned above. However, the customer will have the option to keep the Product Link unit and pay associated Vision Link fees.
6. Agco tractors – Quinn Company will supply all labor associated with the install of AGCOMMAND at no charge, if not already installed at the factory, provided the customer purchases the AGCOMMAND unit and pays associated monthly fees
7. Complete “walk-around” Machine inspection, with written report provided during each PM service
8. Provide EPA-approved disposal of waste oil, coolant and filters. Complete DTSC- required documentation

### Exclusions, Exceptions and other conditions:

1. Any scheduled or unscheduled repairs except what is included in the CSA agreement
2. Any repairs other than routine preventative maintenance as specified in the Operation and Maintenance Manual for the specific machine. Replacement of air filters, cab filters and A/C system parts are not included

3. Machine or preventative maintenance problems caused by operator error, abuse, vandalism, negligence, including failures or problems caused by improper machine maintenance not performed by Quinn Company
4. No party to this agreement shall be held responsible for delays or failure in performance resulting from circumstances beyond reasonable control, including but not limited to: labor strikes, material shortages or natural disasters
5. Either party may cancel this agreement with a thirty (30) day written notice in the event of an early cancellation, Quinn Company will audit all payments received against actual services performed. An invoice or credit will be issued to the customer to balance the agreement for services performed (applies to pre-paid agreements only).
6. State and local taxes are not included in the agreement price
7. Travel time, mileage and stand-by time will be billed separately if the machine is not available for PM services at the scheduled time

**Customer responsibilities:**

1. Daily, weekly or as “required” PM services, unless noted in the Special Provisions section of this agreement
2. Make equipment available at a reasonable working location within Quinn Company’s service territory during normal working hours (Mon. – Fri., 7am – 5pm), unless noted in the Special Provisions section of this agreement
3. Have the machine in “Ready to services” condition when PM service is scheduled
4. Provide all daily make-up fluids (oil, coolant, fuel and grease) that meet recommended Caterpillar specifications
5. Perform all external cleaning of the machine
6. Timely notification about any maintenance problems experienced with the machine

**EXHIBIT B**

**FEE SCHEDULE**

**B. Payment Provisions**

**Compensation/Payment:**

Monterey County Water Resources Agency shall pay an amount not to exceed \$25,000.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR’S compensation for services rendered shall be based on the following rates in accordance with the following terms:

<b>Equipment List:</b>	Model	Serial #
Make Caterpillar	D5G	FDG01050
Caterpillar	420D	FDP13132
Caterpillar	315CL	CFT00831
Caterpillar	420E IT	KMW00427

**NOTE:** All fees and costs stated herein shall include all applicable tax.

If Monterey County Water Resources Agency approves travel reimbursement, CONTRACTOR shall receive compensation for travel expenses as per the “County Travel Policy.” A copy of the policy is available online at [www.co.monterey.ca.us/auditor/policies.htm](http://www.co.monterey.ca.us/auditor/policies.htm). To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

**Contractors Billing Procedures:**

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement etc.

Monterey County Water Resources Agency may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the Monterey County Water Resources Agency.

Monterey County Water Resources Agency shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**DISALLOWED COSTS:** CONTRACTOR is responsible for any audit expectations or disallowed costs incurred by its own organization or that of its subcontractors.

## **EXHIBIT C**

### **DELIVERABLES**

#### Required Document Formats

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

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

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

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

Final Draft for Board of Director/ Supervisor consideration

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

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

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

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

**AMENDMENT NO. 4 TO  
AGREEMENT FOR SERVICES  
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND  
QUINN COMPANY**

**THIS AMENDMENT NO. 4** to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, “Agency”) and Quinn Company (hereinafter, “CONTRACTOR”) is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and CONTRACTOR are referred to as the “Parties”).

**WHEREAS**, CONTRACTOR entered into an Agreement for Services with the Agency on July 1, 2018; Amendment No. 1 on November 5, 2020; Amendment No. 2 on May 17, 2022; and Amendment No. 3 on June 20, 2024 (hereinafter, “Agreement”);

**WHEREAS**, the Agency has identified a continued need for preventative maintenance and repair on agency heavy equipment and rental(s) of equipment; and

**WHEREAS**, the Parties wish to amend the Agreement with a dollar increase of \$150,000.00 for a total contract amount not to exceed \$550,000.00 to continue providing services identified in the Agreement;

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

1. Amend Section 3, “**Payment to CONTRACTOR**” to read as follows:

Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is **Five Hundred Fifty Thousand Dollars no cents (\$550,000.00).**

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

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 to the Agreement as of the day and year written below:

**MONTEREY COUNTY WATER  
RESOURCES AGENCY**

**CONTRACTOR: Quinn Company**

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

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

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

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

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

**Approved as to Fiscal Provisions**

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

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

**Approved as to Indemnity, Insurance Provisions**

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

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

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

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

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

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

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

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

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



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

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

**APPROVE AMENDMENT NO. 4 TO THE AGREEMENT )  
FOR SERVICES WITH QUINN COMPANY TO INCREASE )  
THE DOLLAR AMOUNT BY \$150,000.00 FOR A TOTAL )  
CONTRACT AMOUNT NOT TO EXCEED \$550,000.00 FOR )  
SHORT TERM EQUIPMENT RENTAL AND PREVENTATIVE )  
MAINTENANCE AND REPAIR OF AGENCY OWNED HEAVY )  
EQUIPMENT; AND AUTHORIZE THE GENERAL MANAGER )  
TO EXECUTE THE AMENDMENT. )**

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

1. Approve Amendment No. 4 to the Agreement for Services with Quinn Company to increase the dollar amount by \$150,000 for a total contract amount not to exceed \$550,000 for short term equipment rental and preventative maintenance and repair of Agency owned heavy equipment; authorize the General Manager to execute the Amendment.
2. Authorizes the General Manager to execute the amendment.

PASSED AND ADOPTED on this \_\_\_ day of **August** \_\_\_\_, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

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

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



# County of Monterey

**Item No.9**

## Board Report

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

**Legistar File Number: WRAG 25-132**

**August 18, 2025**

**Introduced:** 8/12/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Consider recommending that the Monterey County Water Resources Agency Board of Supervisors adopt a resolution authorizing the Monterey County Water Resources Agency to enter into an agreement with the California Department of Fish and Wildlife to receive \$77,727 in funding for the Invasive Mussel Prevention to Preserve Boating Access at Nacimiento and San Antonio Reservoirs project; and authorizing the General Manager, or designee, to execute the agreement and any amendments thereto, and to submit any required documents, invoices, and reports required to obtain the funds on behalf of the Monterey County Water Resources Agency. (Presenter: Marinn Browne)

### RECOMMENDATION:

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

Recommend that the Monterey County Water Resources Agency Board of Supervisors adopt a resolution authorizing the Monterey County Water Resources Agency to enter into an agreement with the California Department of Fish and Wildlife to receive \$77,727 in funding for the Invasive Mussel Prevention to Preserve Boating Access at Nacimiento and San Antonio Reservoirs project; and authorizing the General Manager, or designee, to execute the agreement and any amendments thereto, and to submit any required documents, invoices, and reports required to obtain the funds on behalf of the Monterey County Water Resources Agency.

### SUMMARY/DISCUSSION:

In May 2025, the Monterey County Water Resources Agency (“Agency”) submitted a grant application with the California Department of Fish and Wildlife (“CDFW”) to receive \$77,727 in funding for the “Invasive Mussel Prevention to Preserve Boating Access at Nacimiento and San Antonio Reservoirs” project (“Project”). CDFW issued a Notice of Award on August 5, 2025.

This grant program through CDFW is intended to support one-time costs that advance invasive mussel prevention efforts. The grant’s purpose is to prevent overland spread of invasive mussels from infested waters, prevent the introduction of invasive mussels to waters of California where they have not been detected, maintain public access for recreational boating, and improve access to recreational boating opportunities.

The Agency’s grant application was developed with input from the County of Monterey’s Public Works, Facilities, and Parks department - Parks Division, and the County of San Luis Obispo’s Public Works department. Both entities are partners with the Agency in developing, implementing, and enforcing procedures to prevent the introduction of invasive quagga, zebra, and golden mussels into Nacimiento and San Antonio Reservoirs.

Project implementation will begin following completion of an agreement with CDFW and is expected to occur over the course of approximately 18 months. The Project includes equipment purchases to maintain reliable access to the Watercraft Inspection and Decontamination System for vessel inspectors; funds to retain the services of mussel detection canines; enhancement of boat launch ramp facilities at Nacimiento Reservoir; and education and hands-on training for Agency staff with an identified need for Watercraft Inspection and Decontamination Training.

This project is consistent with the following goals and strategies from the Agency's 2020 Strategic Plan: Goal C, Strategy 2: *Obtain new funds to support the Agency's programs and projects that are either underfunded or unfunded so that all programs and projects will have enough staffing and other resources to be successful*; and Goal C, Strategy 6: *Pursue grant funding and cost saving opportunities from all available sources, including collaborating with the GSA.*

OTHER AGENCY INVOLVEMENT:

Staff from the County of Monterey's Parks Division, part of the Public Works, Facilities, and Parks department, and the County of San Luis Obispo's Public Works department provided input on the application for these grant funds. The California Department of Fish and Wildlife is providing the grant funds.

FINANCING:

Funding for this agreement is provided by the California Department of Fish and Wildlife through the Boating Access Grant Program - Invasive Mussel Response, which is not included in the FY 2025-2026 Adopted Budget. The total amount estimated for this agreement in the current fiscal year is \$40,000 in expenses and \$40,000 in grant revenue. Fund 116 FY 2025-2026 Adopted Budget appropriations may not be sufficient to cover this agreement, so a budget amendment will be requested for additional expense and revenue after the grant agreement is executed.

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

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

Attachments:

1. Board of Supervisors Resolution
2. 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 25-132**

**August 18, 2025**

**Introduced:** 8/12/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Consider recommending that the Monterey County Water Resources Agency Board of Supervisors adopt a resolution authorizing the Monterey County Water Resources Agency to enter into an agreement with the California Department of Fish and Wildlife to receive \$77,727 in funding for the Invasive Mussel Prevention to Preserve Boating Access at Nacimiento and San Antonio Reservoirs project; and authorizing the General Manager, or designee, to execute the agreement and any amendments thereto, and to submit any required documents, invoices, and reports required to obtain the funds on behalf of the Monterey County Water Resources Agency.

### RECOMMENDATION:

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

Recommend that the Monterey County Water Resources Agency Board of Supervisors adopt a resolution authorizing the Monterey County Water Resources Agency to enter into an agreement with the California Department of Fish and Wildlife to receive \$77,727 in funding for the Invasive Mussel Prevention to Preserve Boating Access at Nacimiento and San Antonio Reservoirs project; and authorizing the General Manager, or designee, to execute the agreement and any amendments thereto, and to submit any required documents, invoices, and reports required to obtain the funds on behalf of the Monterey County Water Resources Agency.

### SUMMARY/DISCUSSION:

In May 2025, the Monterey County Water Resources Agency (“Agency”) submitted a grant application with the California Department of Fish and Wildlife (“CDFW”) to receive \$77,727 in funding for the “Invasive Mussel Prevention to Preserve Boating Access at Nacimiento and San Antonio Reservoirs” project (“Project”). CDFW issued a Notice of Award on August 5, 2025.

This grant program through CDFW is intended to support one-time costs that advance invasive mussel prevention efforts. The grant’s purpose is to prevent overland spread of invasive mussels from infested waters, prevent the introduction of invasive mussels to waters of California where they have not been detected, maintain public access for recreational boating, and improve access to recreational boating opportunities.

The Agency’s grant application was developed with input from the County of Monterey’s Public Works, Facilities, and Parks department - Parks Division, and the County of San Luis Obispo’s Public Works department. Both entities are partners with the Agency in developing, implementing, and enforcing procedures to prevent the introduction of invasive quagga, zebra, and golden mussels into Nacimiento and San Antonio Reservoirs.

Project implementation will begin following completion of an agreement with CDFW and is expected to occur over the course of approximately 18 months. The Project includes equipment purchases to maintain reliable access to the Watercraft Inspection and Decontamination System for vessel inspectors; funds to retain the services of mussel detection canines; enhancement of boat launch ramp facilities at Nacimiento Reservoir; and education and hands-on training for Agency staff with an identified need for Watercraft Inspection and Decontamination Training.

This project is consistent with the following goals and strategies from the Agency's 2020 Strategic Plan: Goal C, Strategy 2: *Obtain new funds to support the Agency's programs and projects that are either underfunded or unfunded so that all programs and projects will have enough staffing and other resources to be successful*; and Goal C, Strategy 6: *Pursue grant funding and cost saving opportunities from all available sources, including collaborating with the GSA.*

OTHER AGENCY INVOLVEMENT:

Staff from the County of Monterey's Parks Division, part of the Public Works, Facilities, and Parks department, and the County of San Luis Obispo's Public Works department provided input on the application for these grant funds. The California Department of Fish and Wildlife is providing the grant funds.

FINANCING:

Funding for this agreement is provided by the California Department of Fish and Wildlife through the Boating Access Grant Program - Invasive Mussel Response, which is not included in the FY 2025-2026 Adopted Budget. The total amount estimated for this agreement in the current fiscal year is \$40,000 in expenses and \$40,000 in grant revenue. Fund 116 FY 2025-2026 Adopted Budget appropriations may not be sufficient to cover this agreement, so a budget amendment will be requested for additional expense and revenue after the grant agreement is executed.

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

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

Attachments:

1. Board of Supervisors Resolution
2. Board Order

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

Resolution No. \_\_\_\_\_

Resolution authorizing the Monterey County Water Resources Agency to )  
enter into an agreement with the California Department of Fish and )  
Wildlife to receive \$77,727 in funding for the Invasive Mussel Prevention )  
to Preserve Boating Access at Nacimiento and San Antonio Reservoirs )  
project; and authorizing the General Manager, or designee, to execute the )  
agreement and any amendments thereto, and to submit any required )  
documents, invoices, and reports required to obtain the funds on behalf )  
of the Monterey County Water Resources Agency. )

**WHEREAS**, the Monterey County Water Resources Agency (Agency) has received a Notice of Award from the California Department of Fish and Wildlife (CDFW) for \$77,727 in grant funds for the Invasive Mussel Prevention to Preserve Boating Access at Nacimiento and San Antonio Reservoirs project (Project); and

**WHEREAS**, prior to CDFW’s executing a funding agreement, the Agency is required to adopt a resolution authorizing the Agency to enter into the funding agreement on behalf of the Agency, and to carry out other necessary Project-related activities.

NOW, THEREFORE, BE IT RESOLVED THAT, the Monterey County Water Resources Agency Board of Supervisors:

1. Authorize the Monterey County Water Resources Agency to enter into an agreement with the California Department of Fish and Wildlife to receive \$77,727 in funding for the Invasive Mussel Prevention to Preserve Boating Access at Nacimiento and San Antonio Reservoirs project; and
2. Authorize the Monterey County Water Resources Agency General Manager, or designee, to execute the agreement and any amendments thereto, and to submit any required documents, invoices, and reports required to obtain the funds on behalf of the Monterey County Water Resources Agency.

PASSED AND ADOPTED on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof Minute Book \_\_\_\_\_, on \_\_\_\_\_.

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

Valerie Ralph, Clerk of the Board of Supervisors, County of Monterey, State of California.

By \_\_\_\_\_  
Deputy



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

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

**RECOMMEND THAT THE MONTEREY COUNTY WATER )  
RESOURCES AGENCY BOARD OF SUPERVISORS ADOPT A )  
RESOLUTION AUTHORIZING THE MONTEREY COUNTY WATER )  
RESOURCES AGENCY TO ENTER INTO AN AGREEMENT WITH )  
THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE TO )  
RECEIVE \$77,727 IN FUNDING FOR THE INVASIVE MUSSEL )  
PREVENTION TO PRESERVE BOATING ACCESS AT )  
NACIMIENTO AND SAN ANTONIO RESERVOIRS PROJECT; AND )  
AUTHORIZING THE GENERAL MANAGER, OR DESIGNEE, TO )  
EXECUTE THE AGREEMENT AND ANY AMENDMENTS THERETO,)  
AND TO SUBMIT ANY REQUIRED DOCUMENTS, INVOICES, AND )  
REPORTS REQUIRED TO OBTAIN THE FUNDS ON BEHALF OF )  
THE MONTEREY COUNTY WATER RESOURCES AGENCY. )**

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

1. Recommends that the Monterey County Water Resources Agency Board of Supervisors adopt a resolution authorizing the Monterey County Water Resources Agency to enter into an agreement with the California Department of Fish and Wildlife to receive \$77,727 in funding for the Invasive Mussel Prevention to Preserve Boating Access at Nacimiento and San Antonio Reservoirs project; and authorizing the General Manager, or designee, to execute the agreement and any amendments thereto, and to submit any required documents, invoices, and reports required to obtain the funds on behalf of the Monterey County Water Resources Agency.

PASSED AND ADOPTED on this **18th** day of **August 2025**, by the following vote, to-wit:

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

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



# County of Monterey

**Item No.10**

## Board Report

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

**Legistar File Number: WRAG 25-133**

**August 18, 2025**

**Introduced:** 8/12/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Consider recommending that the Monterey County Water Resources Agency (MCWRA) Board of Supervisors:

1. Approve and authorize the General Manager to execute a Master Agreement for Professional Services for the Groundwater Monitoring Program and Task Order No. 2025-01, with a retroactive term beginning on March 1, 2025, in the amount of \$802,536 between the MCWRA and the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA), pending review and approval as to form by County Counsel; and
2. Authorize the Auditor-Controller to amend the Fiscal Year 2025-2026 (FY26) Adopted Budget for MCWRA Fund 111 (111-9300-WRA001-8267), to increase its appropriations by \$400,000 and to increase revenue by \$199,070, funded by grant revenue and \$802,536, financed via a Master Agreement for Professional Services between MCWRA and SVBGSA (4/5ths vote required); and
3. Authorize the Auditor-Controller's Office to incorporate approved budget modifications to the FY26 Adopted Budget. (Presenter: Shaunna Murray)

### RECOMMENDATION:

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

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

1. Approve and authorize the General Manager to execute a Master Agreement for Professional Services for the Groundwater Monitoring Program and Task Order No. 2025-01, with a retroactive term beginning on March 1, 2025, in the amount of \$802,536 between the MCWRA and the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA), pending review and approval as to form by County Counsel; and
2. Authorize the Auditor-Controller to amend the Fiscal Year 2025-2026 (FY26) Adopted Budget for MCWRA Fund 111 (111-9300-WRA001-8267), to increase its appropriations by \$400,000 and to increase revenue by \$199,070, funded by grant revenue and \$802,536, financed via a Master Agreement for Professional Services between MCWRA and SVBGSA (4/5ths vote required); and
3. Authorize the Auditor-Controller's Office to incorporate approved budget modifications to the FY26 Adopted Budget.

### SUMMARY/DISCUSSION:

On October 1, 2024, the MCWRA Board of Supervisors adopted Ordinance No. 5426 and approved the MCWRA’s Groundwater Monitoring Program (GMP) Manual. Ordinance No. 5426 authorizes the MCWRA to provide groundwater monitoring, data reporting, and groundwater management support services to a Requesting Entity, upon mutual written agreement between the MCWRA and any Requesting Entity, and approval by the MCWRA Board of Supervisors. A Requesting Entity, as defined by Ordinance No. 5426, means “an entity engaged in the management of groundwater resources within Monterey County, either through the monitoring and reporting of groundwater level, usage, and/or quality data; scientific investigations; or in the administration and compliance of a regulatory program(s).”

On August 5, 2025, the MCWRA Board of Supervisors adopted a resolution approving the FY26 GMP Fees of \$160.16 per well for Initial Well Registration, \$21.86 per well for Annual Well Registration Renewal, \$64.82 per well for Groundwater Extraction Reporting, \$117.68 per well for Groundwater Level Monitoring, and \$73.92 per well for Groundwater Quality Monitoring (Attachment 1). For FY26, the SVBGSA has agreed to offset the approved GMP Fees for all well owners within its jurisdiction.

The MCWRA is proposing to enter into a Master Agreement for Professional Services with the SVBGSA, a Requesting Entity, to establish a framework for the MCWRA to provide services described in the GMP Manual including groundwater level monitoring, groundwater quality monitoring, groundwater extraction reporting, and well registration (Attachment 2). The Master Agreement includes a Scope of Services and Task Order No. 2025-01 that describes activities and deliverables that the MCWRA will carry out to provide the data and products that inform the SVBGSA’s management of groundwater in compliance with the Sustainable Groundwater Management Act and locally developed Groundwater Sustainability Plans. The Master Agreement has a term retroactive to March 1, 2025, to capture the full period of monitoring that is needed by the Requesting Entity.

The Master Agreement leverages the MCWRA’s expertise with groundwater data collection, monitoring, and reporting while advancing collaboration with the SVBGSA to avoid duplication of efforts between agencies.

This action is consistent with the following goals and strategies from the MCWRA’s 2020 Strategic Plan: Goal B, Strategy 2: *Collaborate with local Groundwater Sustainability Agencies (GSAs), define MCWRA’s role, and implement a GSA integration plan*; Goal C, Strategy 2: *Obtain new funds and support the Agency’s programs and projects that are either underfunded or unfunded so that all programs and projects will have enough staffing and other resources to be successful*; and Goal C, Strategy 6: *Pursue grant funding and cost saving opportunities from all available sources, including collaborating with the GSA.*

OTHER AGENCY INVOLVEMENT:

County Counsel and the SVBGSA provided input during development of the Master Agreement for Professional Services.

FINANCING:

It is requested that the FY26 Adopted Budget of MCWRA Fund 111 (111-9300-WRA001-8267) be amended to increase its appropriation and revenue as it does not

have sufficient appropriation to cover this agreement.

The FY26 Adopted Budget of MCWRA Fund 111 (111-9300-WRA001-8267) includes only staff cost needed for the GMP activity and will need to increase its appropriation by \$400,000 for contractual services and supplies for the GMP. Expenses of the GMP will be funded through the Master Agreement for Professional Services with the SVBGSA (\$802,536) and a subgrant agreement between the MCWRA and the SVBGSA (\$199,070), neither of which are included in revenue of the FY26 Adopted Budget.

The total amount estimated for the GMP in the current fiscal year is \$1,001,606 in expenses and \$1,001,606 in revenue.

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

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

Attachments:

1. Board of Supervisors Resolution No. 25-249
2. Master Agreement and Task Order No. 2025-01
3. 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 25-133

August 18, 2025

Introduced: 8/12/2025

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Consider recommending that the Monterey County Water Resources Agency (MCWRA) Board of Supervisors:

1. Approve and authorize the General Manager to execute a Master Agreement for Professional Services for the Groundwater Monitoring Program and Task Order No. 2025-01, with a retroactive term beginning on March 1, 2025, in the amount of \$802,536 between the MCWRA and the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA), pending review and approval as to form by County Counsel; and
2. Authorize the Auditor-Controller to amend the Fiscal Year 2025-2026 (FY26) Adopted Budget for MCWRA Fund 111 (111-9300-WRA001-8267), to increase its appropriations by \$400,000 and to increase revenue by \$199,070, funded by grant revenue and \$802,536, financed via a Master Agreement for Professional Services between MCWRA and SVBGSA (4/5ths vote required); and
3. Authorize the Auditor-Controller's Office to incorporate approved budget modifications to the FY26 Adopted Budget.

### RECOMMENDATION:

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

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

1. Approve and authorize the General Manager to execute a Master Agreement for Professional Services for the Groundwater Monitoring Program and Task Order No. 2025-01, with a retroactive term beginning on March 1, 2025, in the amount of \$802,536 between the MCWRA and the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA), pending review and approval as to form by County Counsel; and
2. Authorize the Auditor-Controller to amend the Fiscal Year 2025-2026 (FY26) Adopted Budget for MCWRA Fund 111 (111-9300-WRA001-8267), to increase its appropriations by \$400,000 and to increase revenue by \$199,070, funded by grant revenue and \$802,536, financed via a Master Agreement for Professional Services between MCWRA and SVBGSA (4/5ths vote required); and
3. Authorize the Auditor-Controller's Office to incorporate approved budget modifications to the FY26 Adopted Budget.

### SUMMARY/DISCUSSION:

On October 1, 2024, the MCWRA Board of Supervisors adopted Ordinance No. 5426 and

approved the MCWRA's Groundwater Monitoring Program (GMP) Manual. Ordinance No. 5426 authorizes the MCWRA to provide groundwater monitoring, data reporting, and groundwater management support services to a Requesting Entity, upon mutual written agreement between the MCWRA and any Requesting Entity, and approval by the MCWRA Board of Supervisors. A Requesting Entity, as defined by Ordinance No. 5426, means "an entity engaged in the management of groundwater resources within Monterey County, either through the monitoring and reporting of groundwater level, usage, and/or quality data; scientific investigations; or in the administration and compliance of a regulatory program(s)."

On August 5, 2025, the MCWRA Board of Supervisors adopted a resolution approving the FY26 GMP Fees of \$160.16 per well for Initial Well Registration, \$21.86 per well for Annual Well Registration Renewal, \$64.82 per well for Groundwater Extraction Reporting, \$117.68 per well for Groundwater Level Monitoring, and \$73.92 per well for Groundwater Quality Monitoring (Attachment 1). For FY26, the SVBGSA has agreed to offset the approved GMP Fees for all well owners within its jurisdiction.

The MCWRA is proposing to enter into a Master Agreement for Professional Services with the SVBGSA, a Requesting Entity, to establish a framework for the MCWRA to provide services described in the GMP Manual including groundwater level monitoring, groundwater quality monitoring, groundwater extraction reporting, and well registration (Attachment 2). The Master Agreement includes a Scope of Services and Task Order No. 2025-01 that describes activities and deliverables that the MCWRA will carry out to provide the data and products that inform the SVBGSA's management of groundwater in compliance with the Sustainable Groundwater Management Act and locally developed Groundwater Sustainability Plans. The Master Agreement has a term retroactive to March 1, 2025, to capture the full period of monitoring that is needed by the Requesting Entity.

The Master Agreement leverages the MCWRA's expertise with groundwater data collection, monitoring, and reporting while advancing collaboration with the SVBGSA to avoid duplication of efforts between agencies.

This action is consistent with the following goals and strategies from the MCWRA's 2020 Strategic Plan: Goal B, Strategy 2: *Collaborate with local Groundwater Sustainability Agencies (GSAs), define MCWRA's role, and implement a GSA integration plan*; Goal C, Strategy 2: *Obtain new funds and support the Agency's programs and projects that are either underfunded or unfunded so that all programs and projects will have enough staffing and other resources to be successful*; and Goal C, Strategy 6: *Pursue grant funding and cost saving opportunities from all available sources, including collaborating with the GSA*.

OTHER AGENCY INVOLVEMENT:

County Counsel and the SVBGSA provided input during development of the Master Agreement for Professional Services.

FINANCING:

It is requested that the FY26 Adopted Budget of MCWRA Fund 111 (111-9300-WRA001-8267) be amended to increase its appropriation and revenue as it does not have sufficient appropriation to

cover this agreement.

The FY26 Adopted Budget of MCWRA Fund 111 (111-9300-WRA001-8267) includes only staff cost needed for the GMP activity and will need to increase its appropriation by \$400,000 for contractual services and supplies for the GMP. Expenses of the GMP will be funded through the Master Agreement for Professional Services with the SVBGSA (\$802,536) and a subgrant agreement between the MCWRA and the SVBGSA (\$199,070), neither of which are included in revenue of the FY26 Adopted Budget.

The total amount estimated for the GMP in the current fiscal year is \$1,001,606 in expenses and \$1,001,606 in revenue.

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

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

Attachments:

1. Board of Supervisors Resolution No. 25-249
2. Master Agreement and Task Order No. 2025-01
3. Board Order

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

**Groundwater Monitoring Program Regulatory Fees**

**Resolution No. 25-249**

A Resolution of the Board of Supervisors of the Monterey County )  
Water Resources Agency (“MCWRA”) to: )

Approve the FY 2025-2026 (FY26) Groundwater Monitoring )  
Program fees of \$160.16 per well for Initial Well Registration, )  
\$21.86 per well for Annual Well Registration Renewal, \$64.82 )  
per well for Groundwater Extraction Reporting, \$117.68 per well )  
for Groundwater Level Monitoring, and \$73.92 per well for )  
Groundwater Quality Monitoring. )

**WHEREAS**, on October 1, 2024, the Board of Supervisors of the Monterey County Water Resources Agency (“Board”) adopted Ordinance No. 5426, which authorizes MCWRA to allocate and recover costs associated with the development, implementation, enforcement, and perpetuation of a regulatory groundwater monitoring program through adoption of a resolution by the Board;

**WHEREAS**, in May 2025, MCWRA completed a Groundwater Monitoring Program Fee Study to determine Fiscal Year 2025-2026 (“FY26”) fees for the Groundwater Monitoring Program;

**WHEREAS**, the Groundwater Monitoring Program (“GMP”) consists of well registration, groundwater extraction reporting, groundwater level monitoring, and groundwater quality monitoring of public and private wells within the 180/400-Foot Aquifer, Eastside Aquifer, Forebay Aquifer, Langley Area, Monterey, and Upper Valley Subbasins of the Salinas Valley Groundwater Basin;

**WHEREAS**, the FY26 Initial Well Registration Fee will be \$160.16 per well to pay for staff time, supplies, and technological support for completing registration of wells;

**WHEREAS**, the FY26 Annual Well Registration Renewal Fee will be \$21.86 per well to pay for staff time, software, supplies, and technological support for completing annual renewals of well registration;

**WHEREAS**, the FY26 Groundwater Extraction Reporting Fee will be \$64.82 per well for wells extracting more than 2 acre-feet per year for domestic purposes to pay for staff time, software, supplies, and technological support for facilitating data entry, quality assurance, data analysis, and reporting of groundwater extraction data;

**WHEREAS**, the FY26 Groundwater Level Monitoring Fee will be \$117.68 per well to pay for staff time, materials, and vehicles for data collection, analysis, and reporting;

**WHEREAS**, the FY26 Groundwater Quality Monitoring Fee will be \$73.92 per well for wells located in the 180/400-Foot Aquifer Subbasin, Eastside Aquifer Subbasin, Langley Area Subbasin, and Monterey Subbasin to pay for staff time, materials, vehicles, and laboratory costs for data collection, analysis, and reporting;

**WHEREAS**, the Groundwater Monitoring Program regulatory fees reflect no more than the actual and reasonable cost of the service received by the payor and burdened on MCWRA. Any discount applicable to these surcharges have a de minimis impact on the MCWRA budget and implementation of that discount does not result in increased fees or costs for other patrons;

**WHEREAS**, by definition, these fees are not a “tax” and are exempt from voter approval pursuant to Article XIII C, section 1(e)(3) of the California Constitution (charges imposed for the reasonable regulatory costs to a local government for issuing licenses and permits); and

**WHEREAS**, this action to add fees for the GMP is not a project under the California Environmental Quality Act (“CEQA”) because it is a governmental funding mechanism which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. (CEQA Guidelines section 15273.)

**NOW, THEREFORE, BE IT RESOLVED** that the Monterey County Water Resources Agency Board of Supervisors hereby:

1. Finds the above recitals are true and correct and substantial evidence supports them.
2. Adopts the Fiscal Year 2025-26 (FY26) Groundwater Monitoring Program Regulatory Fees of \$160.16 per well for Initial Well Registration, \$21.86 per well for Annual Well Registration Renewal, \$64.82 per well for Groundwater Extraction Reporting, \$117.68 per well for Groundwater Level Monitoring, and \$73.92 per well for Groundwater Quality Monitoring.
3. Finds that the fees collected pursuant to this Resolution shall be used exclusively to pay the costs for the GMP including, but not limited to, the costs of developing, implementing, enforcing, and perpetuating a regulatory groundwater monitoring program.
4. Finds that the GMP fees shall take effect immediately after the MCWRA Board of Supervisors adopts this Resolution.
5. Finds that if any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Resolution. The Board hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

PASSED AND ADOPTED on this 5<sup>th</sup> day of August 2025, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Daniels

NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting on August 5, 2025.

Dated: August 7, 2025  
File ID: WRAG 25-114  
Agenda Item No. 34

Valerie Ralph, Clerk of the Board of Supervisors  
County of Monterey, State of California

  
Emmanuel H. Santos, Deputy

# **MASTER AGREEMENT FOR PROFESSIONAL SERVICES GROUNDWATER MONITORING PROGRAM**

This Master Agreement for Professional Services ("Agreement") is made and entered into on the [insert date] by and between the SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY ("SVBGSA") and MONTEREY COUNTY WATER RESOURCES AGENCY ("MCWRA").

## **RECITALS**

SVBGSA has a need for the professional services described in Exhibit A and MCWRA is specially trained, experienced and competent to perform, and has agreed to provide such services;

On October 1, 2024, the MCWRA Board of Supervisors adopted Ordinance No. 5426, providing for well registration and groundwater reporting requirements. On the same date, the Board approved the MCWRA's Groundwater Monitoring Program ("GMP") Manual that will be used to guide the implementation of the GMP; and

The MCWRA Board of Supervisors may adopt fees for the GMP on an annual basis, as authorized by Ordinance No. 5426.

## **AGREEMENT**

### **1) Scope of Services.**

- a) MCWRA shall furnish to SVBGSA those services as set forth in Exhibit A ("Scope of Services") and work further specified in Task Order(s) related to this Agreement.
- b) MCWRA shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and local ordinances, regulations and resolutions. MCWRA represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the work required under this Agreement that are in effect at the time of performance of this Agreement.

### **2) Term and Schedule.**

- a) The term of this Agreement shall be effective March 1, 2025.
- b) By January 31 of each year, SVBGSA will submit a Task Order for the following water year and MCWRA will provide a written response for such request within 30 business days.

### **3) Reimbursement.**

- a) Ordinance No. 5426 established annual GMP Fees to support implementation and operations of GMP by MCWRA. A fee study may be performed on an as-needed basis to inform future GMP fees.
- b) If revenue from GMP fees is insufficient to fund activities of GMP, SVBGSA may contribute to MCWRA for its GMP funding gap.

- c) If SVBGSA is contributing to GMP expenses, MCWRA shall provide SVBGSA with invoices on a quarterly basis as set forth in the particular task order.
- d) Except as expressly provided in this Agreement, MCWRA shall not be entitled to nor receive from SVBGSA any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement.
- e) MCWRA shall provide SVBGSA with a W-9 form upon request.
- f) MCWRA shall submit invoices to SVBGSA via email to ap@svbgsa.org and to the Agreement administrator identified in Section 13(r) per the schedule described in Section 3(a).

**4) Performance Standards.**

- a) MCWRA warrants that MCWRA and its agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of SVBGSA, or immediate family of an employee of SVBGSA.
- b) MCWRA, its agents, employees, and subcontractors 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.
- c) MCWRA shall not use SVBGSA's premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

**5) Prevailing Wages, DIR Registration.** MCWRA shall abide by all applicable prevailing wage laws as set forth in Labor Code sections 1720 and 1770 *et seq.* If the services under this Agreement, or any portion thereof, are being performed as part of an applicable public works or maintenance project, as defined by the Prevailing Wage Laws, MCWRA agrees to fully comply, and to require its subcontractors to comply with such laws. It shall be MCWRA's sole responsibility to comply with all applicable registration and labor compliance requirements.

**6) Termination.**

- a) During the term of this Agreement, either party may terminate the Agreement for any reason or no reason 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 service provided prior to the effective date of termination.
- b) SVBGSA may cancel and terminate this Agreement for good cause upon written notice to MCWRA and providing ten (10) working days to cure the defective services. "Good cause" includes the failure of MCWRA to perform the required services at the time and in the manner provided under this Agreement. If SVBGSA terminates this Agreement for good cause, SVBGSA may be relieved of the payment of any consideration to MCWRA, and SVBGSA may proceed with the work in any manner, which SVBGSA deems proper. This Agreement

shall terminate immediately upon MCWRA filing for bankruptcy protection or making a general assignment for creditors.

- 7) **Indemnification.** MCWRA shall indemnify, defend and hold harmless SVBGSA, its officers, agents and employees from any claim, liability, loss, injury, or damage to the extent caused by MCWRA's negligence under this Agreement arising out of, or in connection with, performance of this Agreement by MCWRA and/or its agents, employees or subcontractors, excepting only loss, injury, or damage caused by the negligence or willful misconduct of personnel employed by SVBGSA. The prevailing party shall reimburse the other for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which MCWRA is obligated to indemnify, defend and hold harmless SVBGSA under this Agreement.

SVBGSA shall indemnify, defend and hold harmless MCWRA, its officers, agents and employees from any claim, liability, loss, injury, or damage to the extent caused by SVBGSA's negligence under this Agreement arising out of, or in connection with, performance of this Agreement by SVBGSA and/or its agents, employees or subcontractors, excepting only loss, injury, or damage caused by the negligence or willful misconduct of personnel employed by MCWRA. The prevailing party shall reimburse the other for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which SVBGSA is obligated to indemnify, defend and hold harmless MCWRA under this Agreement.

**8) Records and Confidentiality.**

- a) Confidentiality. MCWRA and its officers, employees, agents, and subcontractors shall comply with all federal, state, and local laws, which provide for the confidentiality of records and other information. MCWRA shall not disclose any confidential records or other confidential information received from SVBGSA or prepared in connection with the performance of this Agreement, unless SVBGSA specifically permits MCWRA to disclose such records or information. MCWRA shall promptly transmit to SVBGSA all requests for disclosure of any such confidential records or information. MCWRA shall not use any confidential information gained by MCWRA in the performance of this Agreement except for the sole purpose of carrying out MCWRA's obligations under this Agreement.

SVBGSA and its officers, employees, agents, and subcontractors shall comply with all federal, state, and local laws, which provide for the confidentiality of records and other information. SVBGSA shall not disclose any confidential records or other confidential information received from MCWRA or prepared in connection with the performance of this Agreement, unless MCWRA specifically permits SVBGSA to disclose such records or information.

- b) Maintenance of Records. MCWRA shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and SVBGSA rules and regulations related to services performed under this Agreement. MCWRA shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then MCWRA shall retain said records until such action is resolved.

- c) Access to and Audit of Records. SVBGSA shall have the right to examine, monitor and audit all records, documents, conditions, and activities of MCWRA and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of SVBGSA or as part of any audit of SVBGSA, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 9) **Non-Discrimination.** During the performance of this Agreement, MCWRA, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in MCWRA's employment practices or in the furnishing of services to recipients. MCWRA 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. MCWRA and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations, which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
- 10) **Compliance with Terms of State or Federal Grant.** MCWRA shall comply with all the provisions of the grant agreements listed on Exhibit B (Grant Requirements), to the extent applicable to MCWRA and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, SVBGSA shall deliver a copy of said agreements to MCWRA.
- 11) **Independent Contractor.** In the performance of work, duties, and obligations under this Agreement, MCWRA is at all times acting and performing as an independent MCWRA and not as an employee of SVBGSA. No offer or obligation of permanent employment with SVBGSA is intended in any manner, and MCWRA shall not become entitled by virtue of this Agreement to receive from SVBGSA any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. MCWRA shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of MCWRA's performance of this Agreement. In connection therewith, MCWRA shall defend, indemnify, and hold SVBGSA harmless from any and all liability, which SVBGSA may incur because of MCWRA's failure to pay such taxes.
- 12) **Miscellaneous Provisions.**
- a) Conflict of Interest. MCWRA represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- b) Amendment. This Agreement may be amended or modified only by an instrument in writing signed by SVBGSA and MCWRA.

- c) Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by SVBGSA and MCWRA. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- d) Disputes. MCWRA shall continue to perform under this Agreement during any dispute. In the event there are disputes and/or controversies relating to the interpretation, construction, performance, termination, breach of, or withdrawal from this Agreement, the parties shall in good faith meet and confer within ten (10) calendar days after written notice has been sent to the disputing party by the non-disputing party. In the event that the parties are not able to resolve the dispute through informal negotiation, the parties agree to submit such dispute to formal mediation before litigation. If the parties cannot agree upon the identity of a mediator within ten (10) business days after a party requests mediation, then the parties shall each select a mediator, and those two mediators will select a third mediator to mediate the dispute. The parties shall share equally in the cost of the mediator or mediators who ultimately mediate the dispute, but neither party shall be entitled to collect or be reimbursed for other related costs, including but not limited to attorneys' fees. If mediation is unsuccessful in resolving the dispute, the parties may pursue and legal or equitable remedies available to them.
- e) Assignment and Subcontracting. MCWRA shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of SVBGSA. None of the services covered by this Agreement shall be subcontracted without the prior written approval of SVBGSA. Notwithstanding any such subcontract, MCWRA shall continue to be liable for the performance of all requirements of this Agreement.
- f) Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of SVBGSA and MCWRA under this Agreement, 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.
- g) Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- h) Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- i) Time is an important element. Time is an important element in each and all the provisions of this Agreement.
- j) Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California. The parties hereby agree that Monterey County shall be the proper venue for any dispute arising hereunder.
- k) Non-exclusive Agreement. This Agreement is non-exclusive and both, SVBGSA and MCWRA expressly reserve the right to contract with other entities for the same or similar services.
- l) Construction of Agreement. SVBGSA and MCWRA 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 amendment to this Agreement.

- m) Authority. Any individual executing this Agreement on behalf of SVBGSA or MCWRA 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 Agreement.
- n) Integration. This Agreement, including the exhibits, represent the entire Agreement between SVBGSA and MCWRA with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between SVBGSA and MCWRA as of the effective date of this Agreement.
- o) 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.
- p) Counterparts. 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. A signature reproduced electronically, by facsimile or .pdf shall be treated as an original signature.
- q) Contract Administrators.

The designated principals responsible for administering work under this Agreement shall be:

MCWRA	SVBGSA
Amy Woodrow Senior Hydrologist 1441 Schilling Place, North Building Salinas, CA 93901 831-294-3882 woodrowa@countyofmonterey.gov	Emily Gardner Deputy General Manager PO Box 1350 Carmel Valley, CA 93924 831-471-7512 ext. 204 gardnere@svbgsa.org

- r) Notices. Notices required under this Agreement shall be delivered by electronic mail. Notice shall be deemed effective upon electronic mail transmission to the emails above.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

MCWRA

SVBGSA

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

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

Ara Azhderian, General Manager  
Monterey County Water Resources Agency  
1441 Schilling Place, North Bldg.  
Salinas, CA 93901  
[AzhderianA@countyofmonterey.gov](mailto:AzhderianA@countyofmonterey.gov)

Piret Harmon, General Manager  
Salinas Valley Basin GSA  
PO Box 1350  
Carmel Valley, CA 93924  
[harmonp@svbgsa.org](mailto:harmonp@svbgsa.org)

## **EXHIBIT A**

### **Scope of Services**

SVBGSA has a need for both ongoing and periodic groundwater monitoring to comply with the 2014 Sustainable Groundwater Management Act and more specifically the adopted Groundwater Sustainability Plans for the areas within the jurisdiction of the SVBGSA. These are services that MCWRA conducts regularly. MCWRA's team is available to assist SVBGSA with implementation of the established Groundwater Monitoring Program, as described in the adopted Groundwater Monitoring Program Manual and related Ordinance No. 5426, within the jurisdiction of the SVBGSA.

MCWRA offers breadth and depth of expertise to provide a full range of services for SVBGSA including groundwater data collection, processing, and reporting.

This Agreement serves as a master services agreement. Specific activities related to individual projects or workstreams will be governed by a Scope of Work detailed in Task Orders. At SVBGSA's request, MCWRA will submit a project specific Task Order including a Scope of Work, Schedule, and Budget.

SVBGSA will review and issue a written authorization to proceed for each Task Order.

MCWRA will periodically meet with SVBGSA staff to review progress and be available to respond to phone calls, emails and other forms of communication from SVBGSA staff.

As needed to complete tasks within the Task Order, MCWRA may engage subcontractors through this Agreement if specialized equipment or supplies, sample analysis, or other expertise is needed.

Following is the initial list of specific activities that MCWRA is ready to provide to SVBGSA under Task Orders after providing specific details and costs. The following activities will be conducted in accordance with MCWRA Ordinance No. 5426 and the adopted Groundwater Monitoring Program Manual.

- Groundwater level monitoring data collection and analysis
- Groundwater quality monitoring data collection and analysis
- Groundwater extraction reporting data management and analysis
- Well registration data management

**MASTER AGREEMENT FOR PROFESSIONAL SERVICES  
GROUNDWATER MONITORING PROGRAM**

**TASK ORDER NO 2025-01 FOR SERVICES MARCH 1, 2025 – JUNE 30, 2026**

**Scope of Work**

MCWRA will implement the Groundwater Monitoring Program (“GMP”), as described in the MCWRA's GMP Manual dated October 1, 2024 (Exhibit C) and provide additional services summarized below.

<b>Task Number</b>	<b>Task Description</b>	<b>Cost Estimate</b>
1	Groundwater level monitoring data collection and analysis	\$411,880
2	Groundwater quality monitoring data collection and analysis	\$170,016
3	Groundwater extraction reporting data management and analysis	\$136,122
4	Well registration data management	\$84,518
<b>ESTIMATED TOTAL</b>		<b>\$802,536</b>

**Schedule of Deliverables**

It is anticipated that MCWRA’s services will be required on a regular but sometimes intermittent basis throughout the period from March 1, 2025 to June 30, 2026.

MCWRA will provide the following deliverables during the term of the Agreement.

1. Groundwater level measurements for all available and accessible wells in the Groundwater Level Monitoring Program for Water Year 2025 with data collection at the frequency shown in Table 1. (Task 1)
  - Two attempts will be made by MCWRA to collect a groundwater level measurement from each available and accessible well. Does not include pre-arranged times for data collection.
  - Data shall be supplied in an electronic format and shall include State Well Identification Number, Facility Code, Subbasin, Measurement Date, Water Surface Elevation, Depth to Water, Reference Point Elevation, Sample Type, Method, Value Flag, and, if requested by the SVBGSA, GIS data of well locations.
2. Groundwater elevation contour maps using summer 2025 data from available and accessible wells for (a) the 180-Foot Aquifer and Eastside Aquifer - Shallow Zone; and (b) the 400-Foot Aquifer and Eastside Aquifer - Deep Zone. (Task 1)
  - Data shall be supplied in an electronic format and shall include shapefiles of the completed groundwater elevation contours, and files describing the wells and groundwater elevation data used to develop the contours.

- For each well used to develop the contours, data shall include State Well Identification Number, Facility Code, Subbasin, Measurement Date, Water Surface Elevation, Depth to Water, Reference Point Elevation, Sample Type, Method, and Value Flag.
3. Groundwater elevation contour maps using Fall/Annual 2025 data from available and accessible wells for (a) the 180-Foot Aquifer, Eastside Aquifer - Shallow Zone, Forebay Aquifer, and Upper Valley Aquifer; and (b) the 400-Foot Aquifer and Eastside Aquifer - Deep Zone. (Task 1)
    - Data supplied shall include shapefiles of the completed groundwater elevation contours, and files describing the wells and groundwater elevation data used to develop the contours.
    - Data fields for each well used to develop the contours shall include State Well Identification Number, Facility Code, Subbasin, Measurement Date, Water Surface Elevation, Depth to Water, Reference Point Elevation, Sample Type, Method, and Value Flag.
  4. Seawater intrusion isocontour maps for the 180-Foot and 400-Foot Aquifers using summer 2025 data from available and accessible wells. (Task 2)
    - Data shall be supplied in an electronic format and shall include shapefiles of the 500 milligram per liter chloride isocontour line and location data for wells used to develop the isocontours. Groundwater quality data associated with the wells used to develop the isocontours shall be made available upon request.
  5. Groundwater extraction data submitted to the MCWRA for Water Year 2025 as of October 31, 2025. (Task 3)
    - Data supplied shall include the following for each well that reported data by October 31, 2025: monthly and annual extraction quantity, subbasin, type of use, and type of device used for measuring groundwater extraction.
  6. Information acquired during Water Year 2025 for any wells newly registered with the MCWRA through the Well Registration Program. (Task 4)
    - Data supplied shall be consistent with what is specified in the GMP Manual.

### **Payment**

On August 5, 2025, the MCWRA Board of Supervisors adopted a resolution approving the Fiscal Year 2025-2026 (FY 2026) Groundwater Monitoring Program fees of \$160.16 per well for Initial Well Registration, \$21.86 per well for Annual Well Registration Renewal, \$64.82 per well for Groundwater Extraction Reporting, \$117.68 per well for Groundwater Level Monitoring, and \$73.92 per well for Groundwater Quality Monitoring. The SVBGSA has agreed to offset the GMP fees for all well owners within its jurisdiction, utilizing available funds from Department of Water Resources Sustainable Groundwater Management Implementation Grants.

The total amount for this Task Order is not to exceed \$802,536 without prior written authorization from SVBGSA based on MCWRA's approved per well fee. The rate schedule is updated annually. Cost estimates for each task are provided in this task order.

Payment for services is based on the number of wells per program in the GMP and the approved per well fee for each program during Fiscal Year 2025/2026.

<b>Program</b>	<b>Number of Wells</b>	<b>Fee Per Well</b>	<b>Program Total</b>
Initial Well Registration	50	\$160.16	\$8,008
Annual Well Registration Renewal	3,500	\$21.86	\$76,510
Groundwater Level Monitoring	3,500	\$117.68	\$411,880
Groundwater Quality Monitoring	2,300	\$73.92	\$170,016
Groundwater Extraction Reporting	2,100	\$64.82	\$136,122

## **EXHIBIT B**

### **Grant Requirements**

The following is to comply with:

- The Sustainable Groundwater Management Act (SGMA) Implementation Grant Agreement (#4600015881) between the State of California (Department of Water Resources) and the Agency. The grant is funded by the Budget Acts of 2021 and 2022 (Stats. 2021, ch. 240, § 80; Stats. 2022, ch. 43, § 2), and Public Resources Code section 80146 et seq. (Proposition 68); and
- The Sustainable Groundwater Management Act (SGMA) Implementation Grant for the Monterey Subbasin Subgrant Agreement between the Marina Coast Water District Groundwater Sustainability Agency (MCWDGSA) and the Agency pursuant to the State of California (Department of Water Resources) Agreement #4600015624. The grant is funded by the Budget Acts of 2021 and 2022 (Stats. 2021, ch. 240, § 80; Stats. 2022, ch. 43, § 2), and Public Resources Code section 80146 et seq. (Proposition 68).

Monterey County Water Resources Agency (MCWRA) agrees to be bound by all applicable provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met.

MCWRA shall maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices.

Pursuant to Government Code §8546.7, MCWRA shall be subject to the examination and audit by the State for a period of three years after final payment under the Grant Agreement with respect to all matters connected with the Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of MCWRA shall be preserved for this purpose for at least three (3) years after project completion or final billing, whichever comes later.

MCWRA is subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the contract being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, §1090 and Public Contract Code, §10410 and §10411, for State conflict of interest requirements.

MCWRA, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code §8350 et seq.) and have or will provide a drug-free workplace.

MCWRA affirms that it is aware of the provisions of §3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and MCWRA affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.

MCWRA agrees to expeditiously provide throughout the term of the Grant Agreement, such reports, data, information, and certifications relating to MCWRA's scope of work as may be reasonably required by State.

MCWRA shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

MCWRA shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. MCWRA shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.

## EXHIBIT C

# Monterey County Water Resources Agency's Groundwater Monitoring Program Manual

October 1, 2024

## Section 1 Introduction

This Groundwater Monitoring Program Manual (“Manual”) is a supplement to Monterey County Water Resources Agency (“Agency”) Ordinance No. 5426. The purpose of the Manual is to establish guidelines for the types of data collected, the schedule and time frames for data submittals, the applicability of certain programs based on geography or water user type, and methods and equipment for data collection.

The Manual also establishes the guidelines for data that is requested from the Agency by external entities, in accordance with Ordinance No. 5426 and outlines requirements associated with those requests. The Manual is reviewed regularly and may be updated as the Agency’s or external entity’s needs evolve.

Four Agency groundwater monitoring programs are covered by the Manual: Well Registration, Groundwater Extraction Monitoring, Groundwater Level Monitoring, and Groundwater Quality Monitoring.

## Section 2 Definitions

1. Abandoned well – means any well whose original purpose and use has been permanently discontinued or which is in such a state of disrepair that it cannot be used for its original purpose. A well is considered abandoned when it has not been used for a period of one year, unless the owner demonstrates his or her intent to use the well again for supplying water or other associated purposes.
2. Accuracy – means the measured value relative to the actual value, expressed as a percentage and calculated as:  $\text{Accuracy} = 100\% * (\text{Measured Value} - \text{Actual Value}) / \text{Actual Value}$ .
3. Actual Value – means the value as determined through laboratory, design, or field-testing protocols.
4. Agency – means the Monterey County Water Resources Agency.
5. Agency Act – means the Monterey County Water Resources Agency Act, California Water Code, Appendix Chapter 52 (Stats. 1990, Chap. 1159).
6. Board – means the Board of Supervisors of the Monterey County Water Resources Agency.

7. County – means the County of Monterey.
8. De minimis extractor – means a person who extracts, for domestic purposes, two acre-feet or less per year (California Water Code section 10721(e)).
9. Human consumption – means the use of water for drinking, bathing or showering, hand washing, food preparation, cooking, or oral hygiene.
10. Inactive or standby well – means a well not routinely operating but capable of being made operable with a minimum effort.
11. Local Small Water System – means a system for the provision of piped water for human consumption that serves at least two, but not more than four, service connections. It includes any collection, treatment, storage, and distribution facilities under control of the operator of such system which are used primarily in connection with such system. “Local small water system” does not include two or more service connections on a single lot of record where none of the dwellings are leased, rented, or offered for renumeration.
12. Measured Value – means the value indicated by a Measuring Device or determined through calculations using other measured values.
13. Measuring Device – means any device capable of recording the date, time, and a numeric value of either water flow rate, water velocity, water elevation, or volume of water diverted.
14. Monterey County – means the geographical area of Monterey County.
15. Qualified Individual – means any person meeting the criteria specified in the Manual who can perform the required tasks for using and installing a Measuring Device.
16. Reference Point – means the fixed location from which a groundwater level measurement is collected at a well and the elevation of that fixed location.
17. Requesting Entity – means an entity engaged in the management of groundwater resources within Monterey County, either through the monitoring and reporting of groundwater level, usage, and/or quality data; scientific investigations; or in the administration and compliance of a regulatory program(s).
18. Service connection – means a connection to any habitable structure, except a guesthouse, or parcel which uses potable water from a water system for domestic and not agricultural purposes.

19. Small Public Water System – means a system for the provision of piped water to the public for human consumption that has at least fifteen but not more than one hundred ninety-nine service connections or regularly serves at least twenty-five individuals at least sixty days out of the year. A small public water system includes “community water system” and “noncommunity water system” as defined in Section 116275(i) and (j), respectively, of the California Health and Safety Code, and “non-transient noncommunity water system” as defined in Section 116275(k) of the California Health and Safety Code, and a “transient-noncommunity water system” as defined in California Health and Safety Code Section 116275(o), as these sections may be amended from time to time.
20. State Small Water System – means a system for the provision of piped water to the public for human consumption that serves at least five, but not more than fourteen (14), service connections and does not regularly serve drinking water to more than an average of twenty-five (25) individuals daily for more than sixty (60) days out of the year. It includes any collection, treatment, storage, and distribution facilities under control of the operator of such system which are used primarily in connection with such system, and any collection or pretreatment storage facilities not under the control of the operator which are used primarily in connection with such system.
21. Water Year – means the 12-month period between October 1, of any given year, through September 30, of the following year, as defined by the United States Geological Survey.
22. Well – means any artificial excavation constructed by any method for the purpose of extracting water from, or injecting water into, the underground. “Well” includes abandoned wells, inactive wells, monitoring wells, and observation wells. For the purposes of this Manual, “well” does not include: (1) oil and gas wells, or geothermal wells constructed under the jurisdiction of the Department of Conservation, except those wells converted to use as water wells; (2) wells used for the purpose of dewatering excavation during construction, or stabilizing hillsides or earth embankments; (3) cathodic protection wells; or (4) test wells or dry wells.
23. Well Operator – means a person or entity authorized by a Well Owner to operate a Well.
24. Well Owner – means a landowner or landowners that own a Well.

## Section 3 Well Registration Program

### 3.1 Geographic Extent

The Well Registration Program applies to all wells located in Agency Zone 2C and/or the following subbasins of the Salinas Valley Groundwater Basin: 180/400 Foot Aquifer (3-004.01), East Side Aquifer (3-004.02), Forebay Aquifer (3-004.04), Langley Area (3-004.09), Monterey (3-004.10), and Upper Valley Aquifer (3-004.05). Such geographic locations are depicted in a map attached to this Manual as Attachment A.

### 3.2 General Requirements

Well registration must be completed by submitting the required data to the Agency using the well registration portal available at [*insert link when available*]. Information about and assistance with completing well registration are available at [*insert URL when available*] or by contacting the Agency at 831-755-4860. Wells that are currently registered with the Agency and which meet the data requirements in Section 3.3 will not have to re-register but the Well Owner may be asked to verify the well registration data on file with the Agency and provide updates as applicable.

### 3.3 Data Requirements

The following data must be submitted to the Agency when a well is initially registered and must be updated by contacting the Agency when any changes occur.

1. Well owner name, address, phone number, and email address.
2. Well operator name, address, phone number, and email address.
3. Name of Local Small Water System, Small Public Water System, or State Small Water System, if applicable.
4. Number of connections to Local Small Water System, Small Public Water System, or State Small Water System, if applicable.
5. Geographic coordinates of the well location collected via GPS, with accuracy within 20 feet. Note that GPS-enabled smartphones are typically accurate to within a 16-foot radius under open sky ([www.gps.gov](http://www.gps.gov)).
6. Scaled map showing the well location and the area served water from the well, with relevant geographic features and landmarks labeled (e.g., roads, intersections).
7. Well name (owner-given well identification).
8. Well construction details including all the following information:
  - a. Date of construction
  - b. Drilling method
  - c. Total well depth
  - d. Perforation/screen interval(s)
  - e. Annular seal depth
  - f. Casing diameter
  - g. Casing material
  - h. Depth of pump
  - i. Pump motor horsepower
  - j. Discharge pipe diameter
9. Use category(ies) for which water from the well will be used (e.g., domestic, municipal, agriculture).
10. Status of the well (active, inactive or standby, or abandoned).
  - a. A well owner may demonstrate the inactive or standby status of a well by actions including, but not limited to, keeping the well structure in good condition; preventing the accumulation of vegetative growth or debris at the well and in adjacent areas; and retaining equipment and infrastructure necessary for operation of the well, such as pumps, piping, or a power source for operating the well.
11. Number of existing and anticipated service connections.

12. Description of water quantity measuring device(s) on the well.
13. Description of each water quantity measuring device on all service connections receiving water from the facility.
14. Electrical meter service numbers and plant numbers for each well having such a number.
15. Copy of the Well Completion Report.
16. Copy of the County of Monterey well construction permit that was issued for the well, and any other related County well permits.
17. Copy of any borehole geophysical logs collected during the well drilling.
18. Copy of any pump testing data obtained during well drilling and development.

## Section 4 Groundwater Extraction Monitoring Program

### 4.1 Geographic Extent

The Groundwater Extraction Monitoring Program applies to non-*de minimis* extractors located in Agency Zone 2C and/or the following subbasins of the Salinas Valley Groundwater Basin: 180/400 Foot Aquifer (3-004.01), East Side Aquifer (3-004.02), Forebay Aquifer (3-004.04), Langley Area (3-004.09), Monterey (3-004.10), and Upper Valley Aquifer (3-004.05). Such geographic locations are depicted in a map attached to this Manual as Attachment A.

### 4.2 General Requirements

1. Groundwater extraction data are required from all non-*de minimis* users i.e., wells pumping more than 2 acre-feet per year (AF/yr.) for domestic use.
2. Groundwater extraction data must be collected on a monthly basis for each Water Year (i.e., October 1 through September 30).
3. Monthly totals of groundwater extracted must be reported to the Agency no later than November 1 for the prior Water Year.
4. Data that are reported to the State Water Resources Control Board Electronic Water Rights Management System (eWRIMS) must also be reported to the Agency and be identified as being reported to both entities.
5. Any Measuring Device required by this Manual must be purchased, installed, and maintained by the well owner or operator.

### 4.3 Data Collecting and Reporting

1. Well owners or operators must collect and maintain monthly records of groundwater extraction volumes and cumulative totals including:
  - a. Quantity of water produced by each well.
  - b. Quantity of water produced for each use type.
2. Annual reporting submitted to the Agency must specify the type of approved Measuring Device that was used to collect data at each well. Currently approved Measuring Devices include all of the following: flow meter, electrical meter, or hour meter. Additional types of Measuring Devices or equipment may be considered and approved for use in the future. When new Measuring Devices are approved by the Agency as described in Ordinance

5426, Well Owners or Well Operators of Wells currently registered with and reporting extractions to the Agency using a currently approved Measuring Device as described in this Manual or “Alternative Compliance Plan” will not have to re-request approval from the Agency to continue using a currently approved Measuring Device or “Alternative Compliance Plan”.

a. Annual reporting occurs online through an application maintained by the Agency at [https://apps.co.monterey.ca.us/wra\\_gems/](https://apps.co.monterey.ca.us/wra_gems/).

b. Information about how to use the application is available at <https://www.countyofmonterey.gov/government/government-links/water-resources-agency/programs/groundwater-extractions-gems>.

3. Well owners or operators using the flow meter method must abide by the following:

a. Flow meters must be tested every five years by a Qualified Individual and calibrated to comply with applicable Agency specifications in (b) and (c) below. Upon completion of the test, a copy of the test report including the flowmeter reading must be submitted to the Agency.

i. A Qualified Individual may be any of the following:

I. Anyone trained and experienced in water measurements and reporting.

II. A California-registered Professional Engineer or a person under their supervision.

III. A California-licensed contractor for C-57 well drilling or C-61/D-21 Limited Specialty: Machinery and Pumps.

IV. Any individual who has completed a class on measurement devices and methods offered through the University of California Cooperative Extension.

V. Hydrologist or Professional Engineer experienced and trained in water measurement.

b. Flow meters must be installed per manufacturer instructions.

c. Flow meters must come from the manufacturer with a provable accuracy of +/- 2%. The Measured Value must read within +/- 10% at all times after installation.

d. Reported data must include monthly readings from the flow meter and associated meter number.

4. Well owners or operators using the electrical meter method must abide by all of the following:

a. Quantities of water must be reported based on calculations using accurate electrical bills, data from pump efficiency tests, and formulas that are approved by the Agency.

- b. Electrical bills must be based on electrical meters on the well. The well's use of electricity must be the only electrical use measured by the electrical meter.
  - c. Reported data must show the kilowatt hours used each month by each well.
  - d. A pump efficiency test must be completed annually. The test must be a three-point efficiency test which evaluates three discharge pressures and is obtained during the period from March through June. Upon completion of the test, the tester must submit to the Agency a report of the testing that includes the electrical meter reading on the date of the test. The pump efficiency test report must be submitted to the Agency no later than October 31 of the year in which it was conducted.
  - e. Reporting party must submit all computations necessary to show the quantity of water used, including the raw data, the computation itself, and the result as prescribed by the Agency.
5. Well owners or operators using the hour meter method must abide by all of the following:
- a. Quantities of water must be reported based on calculations using readings from hour meters, discharge rates from pump efficiency tests, and formulas approved by the Agency.
  - b. Hour meters must be accurate to within 2% of correct time.
  - c. Information showing the total number of hours each facility was operated in each month must be submitted to the Agency.
  - d. A pump efficiency test must be completed annually. The test must be a three-point efficiency test which evaluates three discharge pressures and is obtained during the period from March through June. Upon completion of the test, the tester must submit to the Agency a report of the testing that includes the hour meter reading on the date of the test and discharge rates determined pursuant to the test.
  - e. Reporting party must submit all computations necessary to show the quantity of water used, including the raw data, the computation itself, and the result as prescribed by the Agency.

## Section 5 Groundwater Level Monitoring Program

### 5.1 Geographic Extent

The Agency monitors groundwater levels throughout Monterey County, primarily within the Salinas Valley Groundwater Basin, but also in areas of Lockwood Valley (Attachment B).

## 5.2 Record Keeping

Wells that are part of the Agency's groundwater level monitoring network are required to be registered, per the criteria described in Section 3 of this Manual. In addition to the data requirements therein, the Agency will collect data regarding the Reference Point elevation of the well.

The Agency may install a well data tag at the well site to indicate that the well is part of a monitoring program. The well data tag will be labeled with the site's State Well Identification Number.

## 5.3 Data Collection

The Agency measures groundwater levels on a monthly basis at some well sites and biannually or annually at other well sites. The Agency adheres to the following field methods and data management practices.

### 5.3.1 Field Methods

Groundwater level data collected from wells is intended to reflect static (i.e., non-pumping) groundwater conditions. Best efforts are made to ensure that wells are not pumping and have not recently been pumped prior to collecting a groundwater level data point. Depth to water measurements are made using one or more of the methods discussed in the following sections. The Agency's groundwater level data collection methodology is based on the standardized *Groundwater Technical Procedures of the U.S. Geological Survey* (2011) available at <https://pubs.usgs.gov/tm/1a1/> and the State of California Department of Water Resources *Groundwater Elevation Guidelines* (2010).

#### 5.3.1.1 Graduated Steel Tape

The following steps must be completed prior to taking a measurement:

- Ensure that the reference point on the well can be clearly determined. Check notes in the field data collection notebook or application.
- Review the notes and comments associated with previous measurements to determine if there are any unique circumstances at the well.
- Take note of whether oil has previously been present at the well. This will be recorded in the comments section of the data collection form.
- Evaluate the well and surrounding area to determine if the well may have recently been operating.

To collect a measurement:

- Use the previous depth to water measurement to estimate a length of tape that will be needed.
- Lower the tape into the well, feeling for a change in the weight of the tape, which typically indicates that either (a) the tap has reached the water surface or (b) the tape is sticking to the side of the well.

- Continue lowering the tape into the well until the next whole foot mark is at the reference point. This value on the tape should be recorded in the field data collection notebook or application.
- Bring the tape to the surface and record the number of the wetted interval to the nearest foot.
- In an oil layer is present, read the tape at the top of the oil mark to the nearest foot. Note in the comments section of the data form that oil was present.
- Repeat this procedure a second time and note any differences in measurement in the field data collection notebook or application. If needed, repeat additional times until two consistent depth readings are obtained.
- After completing the measurement, disinfect and rinse the part of the tape that was submerged below the water surface.

#### *5.3.1.2 Electric water level meter*

This method of measurement employs a battery-powered water level meter and a small probe attached to a ruled length of cable. Depth to water measurements collected using this equipment are recorded to the nearest tenth of an inch. This instrument is sometimes referred to as a “sounder.”

The following steps must be completed prior to taking a measurement:

- Review the field data sheet for the well and note whether oil has been present at this well in the past. The electric water level meter should not be used in wells where oil is present.
- Ensure that the reference point on the well can be clearly determined. Check notes in the field data collection notebook.
- Confirm that the water level meter is functioning and is turned on so that the beeping indicator will operate properly.

To collect a measurement:

- Review previous depth to water measurements for the well to estimate the length of tape that will be needed.
- Lower the electrode into the well until the indicator sounds, showing the probe is in contact with the water surface.
- Place the tape against the reference point and read the depth to water to the nearest 0.1 foot. Record this value on the field data sheet.
- Make a second measurement and note any differences in measurement in the field data collection notebook or application. If needed, repeat additional times until two consistent depth readings are obtained.
- After completing the measurement, disinfect and rinse the part of the tape that was submerged below the water surface.

### 5.3.1.3 Sonic water level meter

This meter uses sound waves to measure the depth to water in a well. The meter must be adjusted to the air temperature outside the well. There is a card with reference temperatures in the case with the sonic meter.

Making a measurement:

- Insert the meter probe into the access port and push the power-on switch. Record the depth from the readout.
- Record the depth to water measurement in the field data collection notebook or application.
- No disinfection of the instrument is required because it does not come into contact with the water surface.

### 5.3.1.4 Pressure transducer

Automated water-level measurements are made with a pressure transducer attached to a data logger. Pressure transducers are lowered to a depth below the water level in the well and fastened to the well head at a reference point. Data points are logged on an hourly basis.

The Agency uses factory-calibrated, vented pressure transducers; the specific model and cable length is customized for each well. A desiccant is also used to avoid damage to the equipment from moisture.

Agency staff collects the pressure transducer data once per quarter. During the data collection process, data loggers are stopped, and the data is downloaded onto a laptop, and then the data logger is reactivated and scheduled to begin collecting data again on the next hour.

## Section 6 Groundwater Quality Monitoring Program

### 6.1 Geographic Extent

The Agency monitors groundwater quality in the coastal region of the Salinas Valley Groundwater Basin and at selected monitoring wells in the Forebay Aquifer (3-004.04) and Upper Valley Aquifer (3-004.05) Subbasins (Attachment C).

### 6.2 Record Keeping

Wells that are part of the Agency's groundwater level monitoring network are required to be registered, per the criteria described in Section 3 of this Manual.

### 6.3 Data Collection

The Agency collects groundwater quality samples twice per year from wells in the groundwater quality monitoring program. Additional samples may be collected as needed for special projects or to meet the needs of a Requesting Entity.

Field blanks and field duplicates are collected as part of the groundwater quality monitoring program to evaluate the sample collection process for contamination from exposure to ambient conditions, sample containers, or improper sampling and handling techniques. Field blank

samples are obtained by pouring deionized (DI) water acquired from the Monterey County Consolidated Chemistry Laboratory into a sample container that has been triple-rinsed with DI water at the sampling location. If target analytes are identified in field blanks, sampling and handling procedures will be reevaluated and corrective actions, consisting of but not limited to re-training of field personnel, contact with the laboratory, invalidation, or qualifying of results, will be taken.

Field duplicates are collected and analyzed for the same analytical parameters as the native samples. The duplicate sample will be collected immediately after collection of the native sample, following the same sampling protocols.

The Agency adheres to the protocols set forth in the *Quality Assurance Project Plan for Water Quality Monitoring Associated with the Salinas Valley Integrated Water Management Plan* (EPA R9#03-238, X-97994701-0) approved by the U.S. Environmental Protection Agency in August 2007.

### 6.3.1 Groundwater Quality Sample Identification and Handling

Sample containers are high density polyethylene (HDPE), 0.25-gallon (approximately 1 liter) size for complete mineral analysis. Sample containers and caps are purchased in bulk and the caps for the containers are packaged separately. Sterility of the sample containers is not of importance because samples are not analyzed for microbiological testing. No chemical field preservation of the samples is required.

Sample containers are labeled with pre-printed labels. The collection date, collection time, and sampler name are recorded in the field with an indelible marker.

All samples are handled, prepared, transported, and stored in a manner so as to minimize contamination and spills. After collection, samples caps are checked for tightness, and the samples are immediately placed in an ice chest. During travel between sites, ice chest lids are kept tightly closed. Blue ice packs are used in sufficient quantity so that all samples are stored at  $4\pm 2^{\circ}\text{C}$ .

Chain-of-custody (COC) forms are provided by the Monterey County Consolidated Chemistry Laboratory and filled out by field personnel while in the field. The COC accompanies the samples at all times in order to ensure the custodial integrity of the samples. The COC form includes the sample site, which is identified by State Well Identification Number or Quality Control sample, if appropriate.

Upon relinquishing the sample(s) to the Monterey County Consolidated Chemistry Laboratory, the sampler signs and dates the COC form. Lab personnel will then receive the sample(s), check the temperature, mark the date and time received, assign unique lab identification numbers (lab IDs) to each sample, and sign the COC form. The signed COC form is copied; the lab keeps the

original and a copy is given to the sampler. Hard copies of COC forms are maintained by Agency for a period of ten years.

### 6.3.2 Analytical Methods

Groundwater samples, including field blanks and field duplicates, are analyzed for an “Ag Waiver Panel” consisting of the following analytes: calcium, cation-anion balance, chloride, conductivity, magnesium, nitrate, pH, potassium, sodium, sulfate, total alkalinity, and total dissolved solids.

Samples are analyzed at the Monterey County Consolidated Chemistry Laboratory, which is part of the Monterey County Health Department and holds Certification Number 1395 from the Environmental Laboratory Accreditation Program (ELAP). ELAP is part of the Division of Drinking Water at the State Water Resources Control Board.



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

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

**RECOMMEND THAT THE MONTEREY COUNTY WATER )  
RESOURCES AGENCY BOARD OF SUPERVISORS APPROVE )  
AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE A )  
MASTER AGREEMENT FOR PROFESSIONAL SERVICES FOR )  
THE GROUNDWATER MONITORING PROGRAM AND TASK )  
ORDER NO. 2025-01, WITH A RETROACTIVE TERM BEGINNING )  
ON MARCH 1, 2025, IN THE AMOUNT OF \$802,536 BETWEEN )  
THE MCWRA AND THE SALINAS VALLEY BASIN )  
GROUNDWATER SUSTAINABILITY AGENCY (SVBGSA), )  
PENDING REVIEW AND APPROVAL AS TO FORM BY COUNTY )  
COUNSEL; AND AUTHORIZE THE AUDITOR-CONTROLLER TO )  
AMEND THE FISCAL YEAR 2025-2026 (FY26) ADOPTED )  
BUDGET FOR MCWRA FUND 111 (111-9300-WRA001-8267), )  
TO INCREASE ITS APPROPRIATIONS BY \$400,000 AND TO )  
INCREASE REVENUE BY \$199,070, FUNDED BY GRANT )  
REVENUE AND \$802,536, FINANCED VIA A MASTER )  
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN )  
MCWRA AND SVBGSA (4/5THS VOTE REQUIRED); AND )  
AUTHORIZE THE AUDITOR-CONTROLLER’S OFFICE TO )  
INCORPORATE APPROVED BUDGET MODIFICATIONS TO THE )  
FY26 ADOPTED BUDGET. )**

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

Recommends that the Monterey County Water Resources Agency (MCWRA) Board of Supervisors:

1. Approve and authorize the General Manager to execute a Master Agreement for Professional Services for the Groundwater Monitoring Program and Task Order No. 2025-01, with a retroactive term beginning on March 1, 2025, in the amount of \$802,536 between the MCWRA and the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA), pending review and approval as to form by County Counsel; and
2. Authorize the Auditor-Controller to amend the Fiscal Year 2025-2026 (FY26) Adopted Budget for MCWRA Fund 111 (111-9300-WRA001-8267), to increase its appropriations by \$400,000 and to increase revenue by \$199,070, funded by grant revenue and \$802,536, financed via a Master Agreement for Professional Services between MCWRA and SVBGSA (4/5ths vote required); and
3. Authorize the Auditor-Controller’s Office to incorporate approved budget modifications to the FY26 Adopted Budget.

PASSED AND ADOPTED on this **18th** day of **August 2025**, by the following vote, to-wit:

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BY: Mike LeBarre, Chair  
Board of Directors

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ATTEST: Ara Azhderian  
General Manager



# County of Monterey

**Item No.11**

## Board Report

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

**Legistar File Number: WRAG 25-118**

**August 18, 2025**

**Introduced:** 8/1/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

August, September and October 2025 Calendars.

# August 2025

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

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jul 27	28	29	30	31	<b>Aug 1</b> 8:30am Finance Committee-2025 ( <a href="https://montereycty.zoom.us/j/9240351052">https://montereycty.zoom.us/j/9240351052</a> )	2
3	4	5	8:30am Basin Management 8:30am Basin 10:00am Planning	7	8	9
10	11	12	13	14	15 BOD Presentation (PPT) Due - Gonzales, Eva	16
17	Board of Directors Meeting - 930-Board 12:00pm Board of Directors	19	20	21 8:30am All Hands Meeting (194-Cinnamon; <a href="https://montereycty.zoom.us/j/9240351052">https://montereycty.zoom.us/j/9240351052</a> )	22	23
24	25	26	27	28 1:30pm Reservoir Operations Advisory Committee - 2024 ( <a href="https://montereycty.zoom.us/j/9240351052">https://montereycty.zoom.us/j/9240351052</a> )	29	30
31	Sep 1	2	3	4	5	6

# September 2025

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

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Aug 31	Sep 1	2	3 8:30am Basin Management 8:30am Basin Management 10:00am Planning Committee-2025	4	5 8:30am Finance Committee-2025 ( <a href="https://montereycty.z">https://montereycty.z</a> ) 10:00am Personnel & Administration Committee-2025	6
7	8	9	10	11	12 BOD Presentation (PPT) Due - Gonzales, Eva	13
14	15 Board of Directors Meeting - 930-Board of Directors 12:00pm Board of Directors Meeting-2025	16	17	18 8:30am All Hands Meeting (194-Cinnamon); 10:30am Joint Water Resources/Board of Supervisors	19	20
21	22	23	24	25 1:30pm Reservoir Operations Advisory Committee - 2024 ( <a href="https://montereycty.zoom.us/j/92085702216?pwd=RzQ0R1RNaU">https://montereycty.zoom.us/j/92085702216?pwd=RzQ0R1RNaU</a> )	26	27
28	29	30	Oct 1	2	3	4

# October 2025

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

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Sep 28	29	30	Oct 1 8:30am Basin Management 8:30am Basin Management 10:00am Planning Committee-2025	2	3 8:30am Finance Committee-2025 ( <a href="https://montereycty.z">https://montereycty.z</a> ) 10:00am Personnel & Administration Committee-2025	4
5	6	7	8	9	10	11
12	13	14	15	16	17 BOD Presentation (PPT) Due - Gonzales, Eva	18
19	20 Board of Directors Meeting - 930-Board of Directors 12:00pm Board of Directors Meeting-2025	21	22	23 8:30am All Hands Meeting (194-Cinnamon; <a href="https://montereycty.zoom.us/j/91898667535">https://montereycty.zoom.us/j/91898667535</a> ; 194-SaffronRM) -	24	25
26	27	28	29	30 1:30pm Reservoir Operations Advisory Committee - 2024 ( <a href="https://montereycty.zoom.us/j/92085702216?pwd=RzQ0R1RNaU">https://montereycty.zoom.us/j/92085702216?pwd=RzQ0R1RNaU</a> )	31	Nov 1



# 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 25-119**

**August 18, 2025**

**Introduced:** 8/1/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

1. Personnel
2. Groundwater Monitoring Program Regulatory Fees
3. Dam Safety & Operations Future Funding Strategy
4. Salinas River Habitat Conservation Plan
5. Property Management
6. Mussel Prevention Program
7. Regulatory/Legislative Activities

**Personnel:**

The Agency is working on 3 positions: 1) On July 28<sup>th</sup>, Rocio Bravo began work as an intern in the Agency's Hydrology & Environmental Resources section. Rocio will be supporting the Agency's Groundwater Monitoring Program (GMP) activities, for which August is the busiest month; 2) recruitment for a Water Resources Engineer closed on June 9<sup>th</sup> and the Agency, working with the County Human Resources department, is moving through the interview phase; and 3) the Agency is working to open recruitment for a Senior Account Clerk to assist in the Finance and Administration sections.

**Groundwater Monitoring Program Regulatory Fees:**

On July 8<sup>th</sup>, the Agency's Board of Supervisors approved new fees under Proposition 26 for the 2025-26 fiscal-year Groundwater Monitoring Program (GMP). In doing so, they also directed staff to work towards developing an alternative funding mechanism for de minimis well owners for consideration in fiscal-year 2026-27.

While the important step of establishing the new fees was successful, complimenting implementation of the GMP is grant funding from the California Department of Water Resources, through the Salinas Valley Basin Groundwater Sustainability Agency (SVB), that will support the entire program – all wells – in the 2025-26 fiscal-year. This funding will support the Agency's efforts to expand its historical activities into new areas and provide opportunity for well owners new to the GMP to register their wells at no cost. The funding will also support outreach to well owners to raise awareness about the GMP's new requirements, and the benefits well owners receive from the services provided by the Agency and SVB.

Working with the SVB and the County's Public Information Office, outreach material is being developed to help explain each aspect of GMP implementation, beginning with well registration. In the coming weeks and months, the Agency, SVB, and PIO will utilize a variety of media formats and platforms to spread the word as best as we can. An example of outreach material can be found at:

<https://vimeo.com/1106293809?share=copy#t=35.794>

**Dam Safety & Operations Future Funding Strategy:**

On July 9<sup>th</sup>, the Agency hosted a Dam Safety & Operations Financial Strategy stakeholder workshop. Turnout was good, with over 50 participants. Agency staff presented on the Mission of the Agency and the ingredients for success, the work being performed with existing grant funds, status of the 2025-26 fiscal-year budget, the unmet financial needs of the future, and options for funding them. Staff received numerous constructive comments and set a September 1 due date for submission of formal comments. The Agency will aim to hold the next workshop in early October or November. A recording of the workshop can be found on the Agency website under the Board of Directors tab at:

[WRA Dam Safety & Operations Financial Strategy Workshop - Zoom](#)

**Salinas River Habitat Conservation Plan:**

On September 9<sup>th</sup>, the Agency will host a stakeholder workshop for the Salinas River Habitat Conservation Plan (HCP). The HCP is a comprehensive plan intended to provide an effective framework to protect, enhance, and restore natural resources within the portions of Monterey and San Luis Obispo Counties where activities are carried out by Monterey County Water Resources Agency (Agency). The HCP is also a mechanism to obtain federal Endangered Species Act (ESA) permits for the activities associated with the Agency's water operations and management activities including facility maintenance, water supply operations, floodwater management, capital projects, and, in the long-term, implementation of the HCP. Incidental take permits under the ESA provide legal protection for the potential impact to federally listed species from the activities carried out by the Agency, including activities that are essential to the ongoing viability of Monterey County's agricultural and urban economies. See the attached HCP Stakeholder Planning Group Statement of Purpose and Agency calendar for meeting specific information.

**Property Management:**

On July 15<sup>th</sup>, Property Specialist Tom Shepherd took me on a tour of several Agency properties around San Antonio and Nacimiento Reservoirs. While not comprehensive, we were able to see several examples of both grazing and recreational leased lands. I was impressed by the good work Parks is doing to manage and maintain their expansive facilities with restricted resources, especially their recently remodeled Lake View Lodges at Lake Nacimiento Resort. In the private communities, the range of care was much greater, with one in particular, the Town Creek Association, demonstrating a seeming disregard for the Mussel Prevention Program. A letter to the Association – attached – has resulted in a positive response, with the updating of contact and insurance information, and action to address the concerns expressed by the Agency.

**Mussel Prevention Program:**

The Agency continues to work closely with County Parks, the Rangers, San Luis Obispo County, and some community representatives. Communication has been consistent and constructive, leading to a better program and outcomes. On August 5<sup>th</sup>, the Agency was awarded a \$77,000 grant by the California Department of Water Resources to help fund mussel prevention activities. Staff will work with DWR, Parks, and SLO to secure and distribute these funds in the coming months. Enforcement actions have also been ramping up with outstanding work being done by the Rangers. One recent example is an enforcement action against a repeat offender that resulted in SLO confiscating the offender's mussel inspection stamp and revoking his inspection privileges. As Golden Mussels continue to spread rapidly throughout the State, the Agency, and its partners including the private homeowners' associations, will need to be more assertive and diligent towards ensuring understanding and compliance with the mussel inspection protocols necessary to balance risk to the Agency with continuing watercraft, recreational opportunities.

**Regulatory/Legislative Activities:**

In consultation with the Chair of the Personnel & Administration Committee, and Chair of the Board of Directors, the Agency signed on to a coalition letter opposing Assembly Bill 1413, unless amended. AB 1413 states that anyone who disagrees with a sustainable yield determination or any

other Sustainable Groundwater Management Act implementation process should file a reverse validation action. A validation proceeding asks whether the groundwater sustainability agency complied with the law when taking the challenged action. If the court finds that the GSA did something wrong, all the court can do is direct the GSA to redo the portions of the groundwater sustainability plan that did not follow the law.

In practice, the bill would cause validation actions to be filed by landowners to preserve their rights if an adjudication might be needed in the future. Few validation lawsuits have been filed in the 10 years since SGMA was passed, but this bill would mean that filing a validation lawsuit could become necessary if there is any possibility that a basin might need to go into an adjudication. This would mean a considerable increase in case filings, increased litigation costs for GSAs, and an associated burden on courts. These court costs would be significant, particularly in areas more dependent on groundwater.

In addition to the issues raised above for future adjudications, recent amendments now essentially guarantee that GSAs in currently ongoing adjudications would be hit with a validation lawsuit. This is because the bill states that, for basins that are in a pending adjudication, parties have until March 2, 2026 to file a validation action to validate the sustainable yield in a GSP before it's used as the safe yield in an adjudication. Not only would this eliminate the opportunity to have a full safe yield trial (even in those cases where that phase has already occurred) but would also create a new and separate legal action in those cases aimed directly at the GSA as the entity which adopted the GSP.

The coalition, led by the California Chamber of Commerce and Western Growers Association, proposes amendments to clarify that adjudications must not impair the attainment of sustainable groundwater management consistent with SGMA and must affirmatively assist in reaching that goal. They also propose a requirement that expressly notes that the court's continuing jurisdiction over a completed adjudication comes with a duty to amend the judgment if necessary to achieve sustainable groundwater management within SGMA's timeframes. These amendments would address concerns about frivolous litigation, protect well-done GSP estimates, and judgments being inconsistent with SGMA without impairing due process and the rights of water users in situations where there is a legitimate dispute as to the correct yield of a basin.

If AB 1413 is passed as is, it could substantially complicate SGMA implementation and litigation, increasing costs and risk, particularly for residents and growers in the 180/400 and Eastside subbasins, Castroville, and the City of Salinas.



## Salinas River Habitat Conservation Plan Stakeholder Planning Group: Statement of Purpose

### Background

Building on the Long-Term Management Plan (LTMP), the Salinas River Habitat Conservation Plan (HCP or Plan) is a comprehensive plan that is intended to provide an effective framework to protect, enhance, and restore natural resources within the portions of Monterey and San Luis Obispo Counties where activities carried out by Monterey County Water Resources Agency (MCWRA) occur. The HCP is also the mechanism by which MCWRA will obtain federal Endangered Species Act (ESA) permits for the activities associated with the agency's water operations and management activities including facility maintenance, water supply operations, floodwater management, capital projects, and, in the long-term, implementation of the HCP. This HCP provides the basis for issuance of incidental take permits under the ESA that provide legal protection for the impact to federally listed species from the public and private activities carried out by MCWRA, including activities that are essential to the ongoing viability of Monterey County's agricultural and urban economies. To develop the HCP, MCWRA applied for and received Conservation Planning Assistance Grant funding from the U.S. Fish and Wildlife Service's (USFWS) Cooperative Endangered Species Conservation Fund as well as the California Department of Water Resources (DWR) Integrated Regional Water Management (IRWM) Grant Program.

### Objectives

The overall objectives of the Salinas River HCP are to restore the balance between natural resource conservation and water resources management by improving habitat conservation efforts in the Salinas River watershed; encouraging sustainable water resources operations; and maintaining and enhancing riverine processes while meeting the needs of agricultural and urban water users in the watershed. The Salinas River HCP will provide for the protection and enhancement of aquatic and terrestrial species and their habitats in the Salinas River watershed; provide incidental take permits for the agency's water operations and management activities that potentially affect covered species and their habitat; and provide local control to MCWRA (as a future permittee) to implement a streamlined endangered species permitting process for covered activities that will be described in the Plan.

### Agency Roles and Responsibilities

MCWRA (permit applicant) is leading development of the Salinas River HCP and will be ultimately responsible for development of the Plan, including making final decisions regarding the content of the Plan. The U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS) are the two federal wildlife agencies providing guidance to MCWRA to ensure their respective permit issuance criteria may be met and permits successfully issued. The wildlife agencies will participate in

development of the Plan to provide information on procedures, respective statutory requirements, and other technical information. Ultimately, USFWS and NMFS will be the agencies responsible for determining if all permit application requirements are met and, if so, approving the HCP, and issuing incidental take permits. A team consisting of key individuals from the two wildlife agencies, MCWRA, and the project consultants, will provide direction, guidance, advice, strategic decision making, and assistance in developing the Salinas River HCP. In general, this team will oversee and support the general course of development and organization of the Plan.

### **Stakeholder Planning Group Purpose and Role**

To ensure broad community participation throughout development of the Salinas River HCP, MCWRA will form and begin convening a Stakeholder Planning Group (Group) in the summer of 2023 with members representing the County's diverse interests. The County intends to utilize the Stakeholder Planning Group as a forum to discuss and inform development of the Salinas River HCP. All Stakeholder Planning Group meetings will be open to the public to attend and provide comment.

The Stakeholder Planning Group's purpose is to serve as a sounding board with the specific charge to review, consider, and comment upon the components that make up the Salinas River HCP document as they are developed and presented to the Group for review. Group members are motivated by their desire to collaborate in an environment of mutual respect and shall strive in their recommendations to be objective, balanced, and constructive. The overarching goal of the Stakeholder Planning Group is to help inform the development of a quality Plan that meets MCWRA's biological conservation goals while supporting operations and maintenance of the agency's water operations with a streamlined endangered species permitting process that reflects the broadest possible set of community interests and concerns. Stakeholder Planning Group members are expected to offer constructive input from the interest areas they represent, and to provide an interest-based level of insight on draft working documents, policies, and programs generated by MCWRA staff and the project team developing the Salinas River HCP.

### **Decision Rule**

The Stakeholder Planning Group is an advisory body that seeks consensus. When consensus cannot be reached, the various views will be reported to MCWRA staff and will be taken under consideration by the project team. Within the context of the Stakeholder Planning Group, consensus ranges from full support of a proposal to being willing to "live with it."

## **Responsibilities**

Stakeholder Planning Group Member responsibilities include the following.

- Thoroughly review working draft materials prepared during the planning process regarding covered activities, biological resources, conservation strategies, costs to implement the Salinas River HCP, and funding strategies.
- Offer perspectives and communicate interests while seeking to understand the issues presented and the perspectives and interests of other Stakeholder Planning Group members.
- Inform, educate, and involve their constituencies on a regular basis, including providing notification of upcoming meetings and information on how to attend such meetings.
- Work cooperatively with other Stakeholder Planning Group members.
- Commit to attending Stakeholder Planning Group meetings until completion of the Plan.

Initial Stakeholder Planning Group members were identified by MCWRA staff involved in early formation of the planning effort. Members of the public from a variety of stakeholder groups are also invited to make known their interest in joining the Group. Admission to the Stakeholder Planning Group as a member will be at the discretion of MCWRA staff to ensure balanced representation of a diverse constituency, and Stakeholder Planning Group members will serve at the pleasure of MCWRA. The number of Group members is not fixed, and MCWRA may choose to adjust the size of the Group at any time to ensure the broadest representation of stakeholder interests while maintaining a manageable number that is conducive to productive discussion.

## **Stakeholder Planning Group Meetings**

Stakeholder Planning Group meetings will be led by the project consultant's facilitator who is responsible for convening and presiding over meetings and ensuring meeting agendas are followed. The project consultant's facilitator will guide meeting discussions and ensure that all Group members have an opportunity to speak, ensure that Group members communicate respectfully and collaboratively, and will help Group members reach consensus when possible, or detail perspectives when consensus cannot be reached.

Communication and collaboration amongst Stakeholder Planning Group members, the project consultant's facilitator, MCWRA staff, and wildlife agency staff is most effective when participants use the same medium (e.g., on video via Zoom) or are physically together in the same venue. Stakeholder Planning Group meetings will be held in-person at a County meeting place and Group members are strongly encouraged to attend meetings in person. However, MCWRA recognizes that Stakeholder Planning Group members may not be able attend all meetings in person and will not deny participation to members because of an inability to attend in person. MCWRA also recognizes that interested members of the public may not be able to attend all meetings in person. Therefore, MCWRA will make all Stakeholder Planning Group meetings accessible remotely, via Zoom or phone.

Stakeholder Planning Group meetings will involve presentations by the project consultant and/or MCWRA staff, and discussions among these parties and Group members. When participating remotely via Zoom, participants will use the Zoom "raise-hand" feature when they would like to speak. The facilitator will maintain the queue. Stakeholder Planning Group members are encouraged to

communicate succinctly to allow others time to speak. Similarly, when meeting in person, Group members will raise their hand when they wish to speak. Members of the public in attendance at Stakeholder Planning Group meetings will be given opportunities to comment during public comment periods. MCWRA will consider comments from the public when developing the Salinas River HCP.

### **Duration of Participation**

Stakeholder Planning Group members are expected to serve for a minimum term of two years and encouraged to serve for the duration of Salinas River HCP development which is currently anticipated to be a 4-5-year process. Participation is voluntary and members will not be financially compensated. Stakeholder Planning Group meetings will occur periodically when there are a number of substantive issues in need of discussion, which is expected to be no more than quarterly. Members who miss three or more consecutive meetings may be asked to resign. The Technical Advisory Committee will meet more frequently between larger Stakeholder Planning Group meetings.

### **Working Agreements**

Group members are expected to communicate respectfully with fellow members, MCWRA staff, wildlife agency staff, and the project consultant, and to follow meeting ground rules formulated by the facilitator. Group members who are disruptive to the meeting process, who will not communicate respectfully, or who will not adhere to meeting ground rules will be asked to leave the meeting. Stakeholder Planning Group members who repeatedly engage in disruptive behavior in subsequent meetings may be asked to resign. If a member is asked to resign, MCWRA staff will consider whether to fill the vacancy with another interested party representing the same constituency; this party will be identified through a self-nomination process. The intent of this policy is to encourage attendance and the ability of the Stakeholder Planning Group to engage constructively on Salinas River HCP development.

MCWRA may at any time change the powers, functions, and duties of the Stakeholder Planning Group in any manner and to any extent at its discretion consistent with its goals for establishment of the Salinas River HCP. The life of the Stakeholder Planning Group is finite and will conclude its formal purpose once the Salinas River HCP has been finalized and approved by the Monterey County Water Resources Agency Board of Supervisors.

# Monterey County Water Resources Agency



Ara Azhderian, General Manager | 1441 Schilling Pl., Salinas, Ca 93901 | (831) 755-4860

July 23, 2025

Cynthia Boe  
Chief Executive Officer  
Town Creek Association  
7444 Town Creek Lane  
Paso Robles, CA 93446

Dear Cynthia,

The Agency values its relationship with the Town Creek Association. Presently, the Association utilizes Agency property<sup>1</sup> to access the Nacimiento Reservoir on a month-to-month basis in accordance with Article 26 – Holding Over, of the 2019 Standard Lease Agreement executed between us.

During a recent inspection of the leased property, I noted with some concern and disappointment the presence of debris and trash on the property and, more importantly, the poor condition of Mussel Prevention Program signage lying in the dirt – see Attachment 1. The risk to the Agency from a mussel infestation is significant. With the recent introduction of the Golden Mussel heightening concerns, we expect all watercraft owners to take mussel prevention seriously and abide by the law.

The condition of the signage unfortunately suggests a indifference for the importance of the mussel prevention program and a disregard for the allowances the Agency continues to make, which aims to balance the risk the Agency faces with the desires of the watercraft community to continue utilizing our reservoirs for recreation. I trust the conditions witnessed recently are not indicative of the Association’s normal care of the Agency’s property and that upon my next visit, the property will be free of any debris and trash, and all signage will be clean, clearly visible, and strictly adhered to as part of the Association’s duty under the Lease<sup>2</sup>.

I trust the value held by the Agency for our long-standing relationship is shared by the Association and that appropriate and timely measures will be taken to remedy the concerns raised in this letter. To that end, and at your earliest convenience, I would appreciate a written reply of the actions taken, or

<sup>1</sup> APN 080-111-001-000 – “That portion of Nacimiento and adjacent undeveloped real property outlined and described in Exhibit A, as prepared by the LESSOR, dated December 2019, attached hereto and incorporated herein. The lease property is 60.4 acres.”

<sup>2</sup> Please see Articles 14 and 15, Exhibit B, Exhibit C, and Exhibit E.

The Water Resources Agency manages water resources sustainably,  
while minimizing impacts from flooding, for present and future generations.

proposed, so that we may share a common understanding. Additionally, per the Lease, please provide the Agency with an updated Certificate of Insurance. If, in the meantime, you would care to discuss these or any other matters pertinent to our lease, or schedule an in-person meeting, please feel free to contact me directly.

Respectfully,



Ara Azhderian  
General Manager

CC:

Faith Zenker  
Water Quality Manager  
Public Works, County of San Luis Obispo

Tom Shepherd  
Property Specialist  
Monterey County Water Resources Agency

ATTACHMENT 1







# 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 25-120**

**August 18, 2025**

**Introduced:** 8/1/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Committee Agenda's and Cancellation Notices for July and August 2025:

- Water Resources Agency Reservoir Operations Advisory Committee Cancellation Notice
- Water Resources Agency Finance Committee
- Water Resources Personnel and Administration Committee Cancellation Notice
- Water Resources Agency Basin Management Advisory Committee
- Water Resources Agency Planning Committee
- County of Monterey Legislative Committee Cancellation Notice
- County of Monterey Legislative Committee Special Meeting



WATER RESOURCES AGENCY

MEMORANDUM

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Monterey County

DATE: July 22, 2025

**PUBLIC MEETING CANCELLATION NOTICE**

**THE RESERVOIR OPERATIONS ADVISORY COMMITTEE**

**MEETING SCHEDULED FOR**

**THURSDAY, JULY 31, 2025 @ 1:30PM**

**HAS BEEN CANCELLED.**

**THE NEXT MEETING IS SCHEDULED FOR**

**THURSDAY, AUGUST 28, 2025 @ 1:30PM**

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

# County of Monterey

*Saffron Room  
1441 Schilling Place  
Salinas, Ca 93901*



## Meeting Agenda

**Friday, August 1, 2025**

**8:30 AM**

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

## **Water Resources Agency Finance Committee**

*John Baillie  
Mark Gonzalez  
Mike LeBarre  
Matthew Simis*

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

1. You may attend in person,
2. For ZOOM participation please join by computer audio at:  
<https://montereycty.zoom.us/j/92403510520>  
OR to participate by phone call any of these numbers below:  
+1 669 900 6833 US (San Jose)  
+1 346 248 7799 US (Houston)  
+1 312 626 6799 US (Chicago)  
+1 929 205 6099 US (New York)  
+1 253 215 8782 US  
+1 301 715 8592 US

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

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

3. If you wish to comment on a specific agenda item while the matter is being heard, you may participate by the following means: When the Chair calls for public comment on an agenda item, the Zoom Meeting Host, or his or her designee, will first ascertain who wants to comment (among those who are in the meeting electronically or telephonically) and will then call on speakers and un mute their device one at a time. Public speakers may be broadcast in audio form only.
4. If you wish to comment on a particular agenda item, please submit your comments in writing via email to Monterey County Water Resources Agency at [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov) by 5:00 p.m. on the Thursday prior to the Committee meeting. To assist Agency staff in identifying the agenda item to which the comment relates please indicate the Finance Committee meeting date and agenda number in the subject line. Comments received by the 5:00 p.m. Thursday deadline will be distributed to the Committee and will be placed in the record.
5. If you wish to make either a general public comment for items not on the day's agenda or to comment on a specific agenda item as it is being heard, please submit your comment, limited to 250 words or less, to the Monterey County Water Resources Agency at

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

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

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

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

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

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

1. Puede asistir en persona,

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

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

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US

+1 301 715 8592 US

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

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

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

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

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

5. Los miembros del público que deseen hacer un comentario público general para temas que no están en la agenda del día o que deseen comentar en un artículo específico mientras se escucha la presentación, lo pueden hacer enviando un comentario por correo electrónico, preferiblemente limitado a 250 palabras o menos, a [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov). Para ayudar al personal de la Agencia a identificar el artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique el nombre del Comité (por ejemplo: Comité de Finanzas) y el número del artículo de la agenda (por ejemplo: Artículo # 10). Se hará todo lo posible para leer el comentario en el registro, pero algunos comentarios pueden no leerse en voz alta debido a limitaciones de tiempo. Los comentarios recibidos después del cierre del período de comentarios públicos sobre un artículo de la agenda serán parte del registro si se reciben antes que termine la reunión del Comité.

6. Si los oradores u otros miembros del público tienen documentos que desean distribuir al Comité

para un artículo de la agenda, se les recomienda enviar dichos documentos antes de las 5:00 P.M. el Jueves antes de la reunión a: [WRAPublicComment@countyofmonterey.gov](mailto:WRAPublicComment@countyofmonterey.gov). Para ayudar al personal de la Agencia a identificar el número del artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique la fecha de la reunión del Comité y el número de agenda en la línea de asunto.

7. Si los miembros del público desean presentar documentos o presentaciones de PowerPoint mientras hablan, deben enviar el documento electrónicamente antes de las 5:00 P.M. del Jueves antes de la reunión a [WRAPublicComment@countyofmonterey.gov](mailto:WRAPublicComment@countyofmonterey.gov) (Si se presenta después de ese plazo, el personal hará los mejores esfuerzos, pero no puede garantizar que esté disponible su PowerPoint para presentar durante la reunión del Comité).

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

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

### Call to Order

### Roll Call

### Public Comment

### Committee Member Comments

### Consent Calendar

1. Approve the Minutes of the Finance Committee meeting on June 6, 2025.

**Attachments:** [draft Finance Minutes June 6, 2025](#)

### Scheduled Items

2. Consider receiving the FY24 -25 Period 12 through June 30, 2025 Financials for All Agency Funds. (Staff Presenting: Nora Cervantes)

**Attachments:** [FY25 Monthly Reports](#)  
[Financial FY2024-25 AP12 PPT](#)

3. Consider recommending that the Board of Directors approve Amendment No. 1 to the Agreement for Services with Fieldman, Rolapp and Associates, Inc., to extend

the term of the contract from August 3, 2028, to December 31, 2028, increase the dollar amount by \$75,000 for a total contract amount not to exceed \$165,000 for financial management services; and authorize the General Manager to execute the amendment. (Staff Presenting: Ara Azhderian)

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

4. Consider authorizing Amendment No. 3 to the Professional Services Agreement with GEI Consultants, Inc., to increase the dollar amount by \$249,676 for a total contract amount not-to- exceed \$477,296; and extend the term of the Agreement to December 31, 2027, to provide engineering services for Nacimiento Dam including design of a penstock protection wall; and authorize the General Manager to execute the Amendment. (Staff Presenting: Mark Foxworthy)

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

### **Status Reports**

5. Update on the development of a service agreement with the Salinas Valley Basin Groundwater Sustainability Agency. (SVBGSA) (Staff: Amy Woodrow)
6. Fiscal Year 2024-2025 Hydroelectric Revenue Summary. (Staff Presenting: Nora Cervantes)

**Attachments:** [FY24-25 Hydro Revenue](#)

7. Monterey One Water May 2025 Expenditures Report. (Monterey One Staff)

**Attachments:** [May 2025 Expenditures Report](#)

### **Calendar**

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

### **Adjournment**



WATER RESOURCES AGENCY

MEMORANDUM

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Monterey County

DATE: July 23, 2025

**PUBLIC MEETING CANCELLATION NOTICE**

**THE PERSONNEL & ADMINISTRATION  
COMMITTEE MEETING SCHEDULED FOR  
FRIDAY, AUGUST 1, 2025 @ 10:00 AM  
HAS BEEN CANCELLED.**

**THE NEXT MEETING IS SCHEDULED FOR  
FRIDAY, SEPTEMBER 5, 2025 @ 10:00 AM**

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

# County of Monterey

*Saffron Room  
1441 Schilling Place  
Salinas, Ca 93901*



## Meeting Agenda

**Wednesday, August 6, 2025**

**8:30 AM**

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

### **Water Resources Agency Basin Management**

#### **Advisory Committee**

*Matthew Simis - Chair*

*Deidre Sullivan*

*John Baillie*

*David Bunn*

*Richard Ortiz*

*Robin Lee*

*Patrick Breen*

*Marc Kelley*

To participate in this Basin Management Advisory Committee meeting through the following methods:

1. You may attend in person,
2. For ZOOM participation please join by computer audio at:  
<https://montereycty.zoom.us/j/99621772720>

OR to participate by phone call any of these numbers below: +1 669 900 6833 US (San Jose)  
+1 346 248 7799 US (Houston)  
+1 312 626 6799 US (Chicago)  
+1 929 205 6099 US (New York)  
+1 253 215 8782 US +1 301 715 8592 US

Enter this Meeting ID number: 996 2177 2720 PASSWORD: 478310 when prompted. Please note there is no Participant Code, you will just hit # again after the recording prompts you. You will be placed in the meeting as an attendee; when you are ready to make a public comment, if joined by computer audio, please Raise your Hand; and by phone, please push \*9 on your keypad.

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

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

4. If you wish to comment on a particular agenda item, please submit your comments in writing via email to Monterey County Water Resources Agency at [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov) by 5:00 p.m. on the Tuesday prior to the Committee meeting. To assist Agency staff in identifying the agenda item to which the comment relates please indicate the Basin Management Advisory Committee meeting date and agenda number in the subject line. Comments received by the 5:00 p.m. Tuesday deadline will be distributed to the Committee and will be placed in the record.

5. If you wish to make either a general public comment for items not on the day's agenda or to comment on a specific agenda item as it is being heard, please submit your comment, limited to 250 words or less, to the Monterey County Water Resources Agency at

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

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

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

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

1. Poder asistir personalmente a la reunion; o,

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

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

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Cuando se le solicite el código de acceso para entrar a la reunión, presione los siguientes números: 996 2177 2720 PASSWORD: 478310. Tenga en cuenta que no hay un Código de participante, simplemente presionará # nuevamente después de que la grabación lo solicite. Se le colocará en la reunión como asistente; cuando esté listo para hacer un comentario público si se une al audio de la computadora, levante la mano; y por teléfono presione \* 9 en su teclado.

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

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

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

5. Los miembros del público que deseen hacer un comentario público general para temas que no están en la agenda del día o que deseen comentar en un artículo específico mientras se escucha la presentación, lo pueden hacer enviando un comentario por correo electrónico, preferiblemente limitado a 250 palabras o menos, a [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov). Para ayudar al personal de la Agencia a identificar el artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique el nombre del Comité (por ejemplo: Comité de Asesor de Gestion de la Cuenca) y el número del artículo de la agenda (por ejemplo: Artículo # 10). Se hará todo lo posible para leer el comentario en el registro, pero algunos comentarios pueden no leerse en voz alta debido a limitaciones de tiempo. Los comentarios recibidos después del cierre del período de

comentarios públicos sobre un artículo de la agenda serán parte del registro si se reciben antes que termine la reunión del Comité.

6. Si los oradores u otros miembros del público tienen documentos que desean distribuir al Comité para un artículo de la agenda, se les recomienda enviar dichos documentos antes de las 5:00 P.M. el Martes antes de la reunión a: [WRAPublicComment@countyofmonterey.gov](mailto:WRAPublicComment@countyofmonterey.gov). Para ayudar al personal de la Agencia a identificar el número del artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique la fecha de la reunión del Comité y el número de agenda en la línea de asunto.

7. Si los miembros del público desean presentar documentos o presentaciones de PowerPoint mientras hablan, deben enviar el documento electrónicamente antes de las 5:00 P.M. del Martes antes de la reunión a [WRAPublicComment@countyofmonterey.gov](mailto:WRAPublicComment@countyofmonterey.gov) (Si se presenta después de ese plazo, el personal hará los mejores esfuerzos, pero no puede garantizar que esté disponible su PowerPoint para presentar durante la reunión del Comité).

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

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

#### Call to Order

#### Roll Call

#### Public Comment

#### Committee Member Comments

#### Consent Calendar

1. Approve the Minutes of the Basin Management Advisory Committee Meeting held on May 7, 2025.

Attachments: [Draft BMAC Minutes May 7, 2025](#)

#### Staff Reports

2. Review of the 2024 Groundwater Extraction Summary Report.

**Attachments:** [Board Report](#)  
[GW Ext Summary Report 2024](#)

3. Discussion of the influence of hydrogeology on measured changes in groundwater elevation.

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

### **Calendar**

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

### **Adjournment**

# County of Monterey

*Saffron Room  
1441 Schilling Place  
Salinas, CA 93901*



## Meeting Agenda

**Wednesday, August 6, 2025**

**10:00 AM**

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

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

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

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

1. You may attend in person,
2. For ZOOM participation please join by computer audio at:  
<https://montereycty.zoom.us/j/95511982423>  
OR to participate by phone call any of these numbers below:  
+1 669 900 6833 US (San Jose)  
+1 346 248 7799 US (Houston)  
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+1 929 205 6099 US (New York)  
+1 253 215 8782 US  
+1 301 715 8592 US

Enter this Meeting ID number: 955 1198 2423, PASSWORD: 884853 when prompted. Please note there is no Participant Code, you will just hit # again after the recording prompts you. You will be placed in the meeting as an attendee; when you are ready to make a public comment, if joined by computer audio, please Raise your Hand; and by phone, please push \*9 on your keypad.

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

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4. If you wish to comment on a particular agenda item, please submit your comments in writing via email to Monterey County Water Resources Agency at [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov) by 5:00 p.m. on the Tuesday prior to the Committee meeting. To assist Agency staff in identifying the agenda item to which the comment relates please indicate the Committee meeting date and agenda number in the subject line. Comments received by the 5:00 p.m. Tuesday deadline will be distributed to the Committee and will be placed in the record.
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WRAPubliccomment@countyofmonterey.gov In an effort to assist Agency staff in identifying the agenda item relating to your public comment please indicate in the subject line, the meeting body (i.e. Planning Committee) and item number (i.e. Item No. 10). Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations. Comments received after an agenda item will be made part of the record if received prior to the end of the meeting.

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

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

1. Puede asistir en persona,

2. El público puede observar la reunión ZOOM a través de computadora haciendo clic en el siguiente enlace: <https://montereycty.zoom.us/j/95511982423>

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

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955 1198 2423, PASSWORD: 884853 . Tenga en cuenta que no hay un Código de participante, simplemente presionará # nuevamente después de que la grabación lo solicite. Se le colocará en la reunión como asistente; cuando esté listo para hacer un comentario público si se une al audio de la computadora, levante la mano; y por teléfono presione \* 9 en su teclado.

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

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

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

5. Los miembros del público que deseen hacer un comentario público general para temas que no están en la agenda del día o que deseen comentar en un artículo específico mientras se escucha la presentación, lo pueden hacer enviando un comentario por correo electrónico, preferiblemente limitado a 250 palabras o menos, a [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov). Para ayudar al personal de la Agencia a identificar el artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique el nombre del Comité (por ejemplo: Comité de Planificación) y el número del artículo de la agenda (por ejemplo: Artículo # 10). Se hará todo lo posible para leer el comentario en el registro, pero algunos comentarios pueden no leerse en voz alta debido a limitaciones de tiempo. Los comentarios recibidos después del cierre del período de comentarios públicos sobre un artículo de la agenda serán parte del registro si se reciben antes que termine la reunión del Comité.

6. Si los oradores u otros miembros del público tienen documentos que desean distribuir al Comité

para un artículo de la agenda, se les recomienda enviar dichos documentos antes de las 5:00P.M. el Martes antes de la reunión a: [WRAPubliccomment@countyof.monterey.gov](mailto:WRAPubliccomment@countyof.monterey.gov). Para ayudar al personal de la Agencia a identificar el número del artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique la fecha de la reunion del Comité y el número de agenda en la línea de asunto.

7. Si los miembros del público desean presentar documentos o presentaciones de PowerPoint mientras hablan, deben enviar el documento electrónicamente antes de las 5:00 P.M. del Martes antes de la reunión a [WRAPubliccomment@countyof.monterey.gov](mailto:WRAPubliccomment@countyof.monterey.gov). (Si se presenta después de ese plazo, el personal hará los mejores esfuerzos, pero no puede garantizar que esté disponible su PowerPoint para presentar durante la reunión del Comité).

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

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

#### Call to Order

#### Roll Call

#### Public Comment

#### Committee Member Comments

#### Consent Calendar

1. Approve the Action Minutes of the Planning Committee Meeting held on June 4, 2025.

Attachments: [Draft Planning Minutes June 4, 2025](#)

#### Staff Reports

2. Update on the Salinas River Operations Habitat Conservation Plan. (Staff: Jason Demers)
3. Update on the Salinas River Lagoon Slidegate Project. (Staff: Elise Harden)
4. Update on the activities related to the Salinas Valley Basin Groundwater Sustainability Agency's (SVBGSA) subgrant agreements. (Staff: Shaunna Murray)

5. Overview of Agency's Bylaws and recommendations for updating. (Staff: Ara Azhderian)

**Attachments:** [Executed REVISED MCWRA Bylaws 2.20.24](#)

**Calendar**

6. Set next meeting and discuss future agenda items.

**Adjournment**

# **CANCELLATION NOTICE**



**The Legislative Committee  
meeting is cancelled on:**

**Monday, August 11, 2025**

**A special meeting will be held on:  
Thursday, August 14, 2025, at 11:00 a.m.**

*If you have any questions, please contact the  
Committee Secretary at (831) 759-6756*

# **County of Monterey**

Government Center - Monterey Room  
168 W. Alisal St., 2nd Floor  
Salinas, CA 93901



## **Meeting Agenda - Final** **Special Meeting**

**Thursday, August 14, 2025**  
**11:00 AM**

**Join via Zoom at <https://montereycty.zoom.us/j/98147828225> Webinar ID: 981  
4782 8225 or in person at the address listed above or at 11140 Speegle St,  
Castroville, CA District 2 Office**

### **Legislative Committee**

*Supervisor Glenn Church – District 2*  
*Supervisor Luis Alejo – District 1*

Members of the public may participate in Committee meetings in two (2) ways:

1. You may attend the meeting in-person at 168 W. Alisal Street, 2nd Floor, Salinas CA – Monterey Room; or,
2. You may participate via Zoom at: <https://montereycty.zoom.us/j/98147828225>

If you do not have access to a computer, you may call into the meeting and participate by calling the following number: 1-669-900-6833 and entering the following Meeting ID: 981 4782 8225

If you choose not to attend the Legislative Committee meeting but desire to make a public comment on a specific agenda item, please submit your comment via email by 5:00 p.m. the Friday prior the meeting. Please submit your comment to Sophia Magana at [maganas@countyofmonterey.gov](mailto:maganas@countyofmonterey.gov) and your comment will be placed into the record at the meeting.

If you are watching the live stream of the Legislative Committee meeting and wish to make either a general public comment or to comment on a specific agenda item as it is being heard, please select the “raise hand” option on the Zoom screen, and your microphone will be unmuted so you can speak. To select the “raise hand” option, click on the ‘participants’ icon at the bottom of your Zoom screen, then click the “raise hand” icon next to your name.

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

**Participación en reuniones:**

Los miembros del público pueden participar en las reuniones del Comité de (2) maneras:

1. Puede asistir a la reunión en persona en 168 W. Alisal Street, Segundo Piso, Salinas, CA 93901 - Centro de Gobierno del Condado de Monterey, Monterey Room; o,
2. Puede participar a través de Zoom en: <https://montereycty.zoom.us/j/98147828225>

Si no tiene acceso a una computadora, puede llamar a la reunión y participar llamando al siguiente número: 1-669-900-6833 e ingresando la siguiente identificación de la reunión: 981 4782 8225.

Si decide no asistir a la reunión del Comité pero desea hacer un comentario, envíelo antes de las 5:00 p.m. del viernes anterior a la reunión, a Sophia Magana, por correo electrónico a: [maganas@countyofmonterey.gov](mailto:maganas@countyofmonterey.gov) y su comentario se incluirá en el registro de la reunión.

Si está viendo la retransmisión en directo de la reunión del Comité y desea hacer un comentario

**público general o comentar un punto específico del orden del día mientras se escucha, seleccione la opción "levantar la mano" en la pantalla de Zoom, y su micrófono se silenciará para que pueda hablar. Para seleccionar la opción "levantar la mano", haga clic en el icono de "participantes" que encontrará en la parte inferior de la pantalla de Zoom y, a continuación, haga clic en el icono "levantar la mano" que encontrará junto a su nombre.**

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

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

**PUBLIC COMMENT: Members of the public may address comments to the Committee concerning each agenda item. Timing of the public comment shall be at the discretion of the Chair.**

**Call to Order**

**Additions and Corrections**

**Public Comment Period**

This portion of the meeting is reserved for persons to address the Committee on any matter not on this agenda but under the jurisdiction of the Committee.

**Approval of Action Minutes**

1. Consider approval of the action minutes from the May 12, 2025, Legislative Committee meeting.

**Attachments:**     [5-12-25 Legislative Committee Meeting Minutes](#)

**Reports from Legislative Offices**

2. Introduction of staff and brief reports from State/Federal Legislative Offices:
  - a. Office of Senator Alex Padilla
  - b. Office of Senator Adam Schiff
  - c. Office of Congressman Jimmy Panetta
  - d. Office of Congresswoman Zoe Lofgren
  - e. Office of Senator John Laird
  - f. Office of Assemblymember Robert Rivas
  - g. Office of Assemblymember Dawn Addis

**Federal Report - Presenter: Maria Tripplaar & Katlyn Koegel (Ballard Spahr LLP)**

3. Receive reports, provide direction, and consider positions and/or recommendations to the Board of Supervisors on:
  - a. Federal Government Update
    - i. Congressional Overview
    - ii. Executive Order Updates
  - b. Appropriations Update, including Community Project Funding Requests
  - c. Federal Advocacy
    - i. U.S. Department of Defense, Defense Community Infrastructure Program for the Jolon Road Safety Improvement Project
    - ii. National Outer Continental Shelf Oil and Gas Leasing Program
    - iii. Migrant Education Program and Other Education Categorical Funding
  - d. Legislation

- i. FEMA Independence Act of 2025 (H.R. 2308)
- ii. Secure Rural Schools Reauthorization Act (S. 356)
- iii. Farm Workforce Modernization Act (H.R. 3227)
- iv. Central Coast Ocean Protection Act of 2025 (H.R. 2882)
- v. West Coast Ocean Protection Act of 2025 (H.R. 2849, S. 1432)
- vi. The Reentry Act (H.R. 2586)
- vii. Bipartisan Background Checks Act of 2025 (H.R. 18)
- viii. Enhanced Background Checks Act of 2025 (H.R. 3868)
- ix. Renewing Immigration Provisions of the Immigration Act of 1929 (H.R. 4696)
- e. Federal Bill/Issues Track

**Attachments:** [2025-08-14 Federal Report](#)  
[Outershelf Oil & Gas Leasing - DRAFT OPPOSE LETTER](#)  
[Education Categorical Funding - DRAFT](#)  
[FEMA Independence Act of 2025 \(S. 1246\) - DRAFT](#)  
[FEMA Independence Act of 2025 \(HR 2308\) - DRAFT](#)  
[Secure Rural Schools Reauthorization Act of 2025 \(S 356\) - DRAFT](#)  
[Farm Workforce Modernization Act \(HR 3227\) - DRAFT](#)  
[Central Coast of California Conservation Act of 2025 \(HR 2882\) - DRAFT](#)  
[West Coast Ocean Protection Act \(H.R. 2849\) - DRAFT](#)  
[West Coast Ocean Protection Act \(S. 1432\) - DRAFT](#)  
[Reentry Act 2025 \(HR 2586\) - DRAFT](#)  
[Bipartisan Background Checks Act of 2025 \(HR 18\) - DRAFT](#)  
[Enhanced Background Checks Act of 2025 \(HR 3868\) - DRAFT](#)  
[Renewing Immigration Provisions of the Immigration Act of 1929 \(H.R. 4696\) - DRAFT](#)  
[Renewing Immigration Provisions of the Immigration Act of 1929 \(S. 2468\) - DRAFT](#)  
[2025-08-14 Federal Track](#)

**State Report - Presenters: Ashley Walker & Kasha Hunt (Nossaman LLP)**

4. Receive reports, provide direction, and consider positions and/or recommendations to the Board of Supervisors on:
  - a. Status of the Legislature
  - b. Status of the State Budget
  - c. Legislation
    - i. SB 694 (Archuleta) Veterans Benefits Protection Act of 2025
  - d. AB 1439 (Chapter 369, Statutes of 2023) Low-income housing tax credits: farm worker housing. - Implementation
  - e. Governor's Actions and Executive Orders

## f. State Bill/Issues Track

**Attachments:**     [2025-08-14 State Report](#)  
                          [SB 694 \(Archuleta\) Deceptive practices service members and](#)  
                          [veterand - DRAFT SUPPORT LETTER](#)  
                          [2025-08-14 State Track](#)

**Grant Report – Presenters: Ashley Walker & Kasha Hunt (Nossaman LLP)**

5. Receive reports, provide direction, and consider positions and/or recommendations to the Board of Supervisors on:
- a. San Lucas Drinking Water Project
  - b. Land and Water Conservation Fund
  - c. Grant Track

**Attachments:**     [2025-08-14 Grant Report](#)  
                          [2025-08-14 Grant Track](#)

**Adjournment**

The next meeting is scheduled on September 8, 2025.

**Committee Members:** Supervisor Glenn Church, Chair; and Supervisor Luis Alejo, Vice-Chair. **Committee Staff:** Nicholas E. Chiulos, Chief Assistant CAO; Annette D'Adamo, Legislative Program Manager; and Sophia Magana, Committee Secretary.

- **Copies of staff reports or other written documentation relating to items referenced on this agenda and/or submitted after distribution of the agenda packet are on file and available for public inspection at the County Administrative Office, Monterey County Government Center, 168 West Alisal Street, 3rd Floor, Salinas.**
  
- **Meetings of the Legislative Committee are accessible to individuals with disabilities. The Administration Building and Monterey Conference Room are wheelchair accessible. Please contact the Monterey County Civil Rights Office at 831-755-5117 if you need assistance or accommodations in order to participate in a public meeting or if you need the agenda and public documents modified as required by Section 202 of the Americans with Disabilities Act.**
  
- **The following services are available when requests are made by 5:00 p.m. of the Friday before this noted meeting: American Sign Language interpreters during a meeting, large print agenda or minutes in alternative format.**
  
- **If you require the assistance of an interpreter, please contact Sophia Magana, in the County Administrative Office at 831-755-5115. Every effort will be made to accommodate requests for translation assistance. Requests should be made as soon as possible, and at a minimum 24 hours in advance of any meeting.**
  
- **Si usted requiere la asistencia de un interprete, por favor comuniquese con las oficina de Administracion localizada en el Centro de Gobierno del Condado de Monterey, (Monterey County Government Center), 168 W. Alisal, Tercer Piso, Salinas - o por telefono llamar a Sophia Magana, 831-755-5115. La asistente hara el esfuerzo para acomodar los pedidos de asistencia de uninterprete. Los pedidos se deberan hacer lo mas pronto posible, y a lo minimo 24 horas de anticipo de cualquier junta.**



# County of Monterey

**Item No.14**

## Board Report

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

**Legistar File Number: WRAG 25-130**

**August 18, 2025**

**Introduced:** 8/12/2025

**Current Status:** Agenda Ready

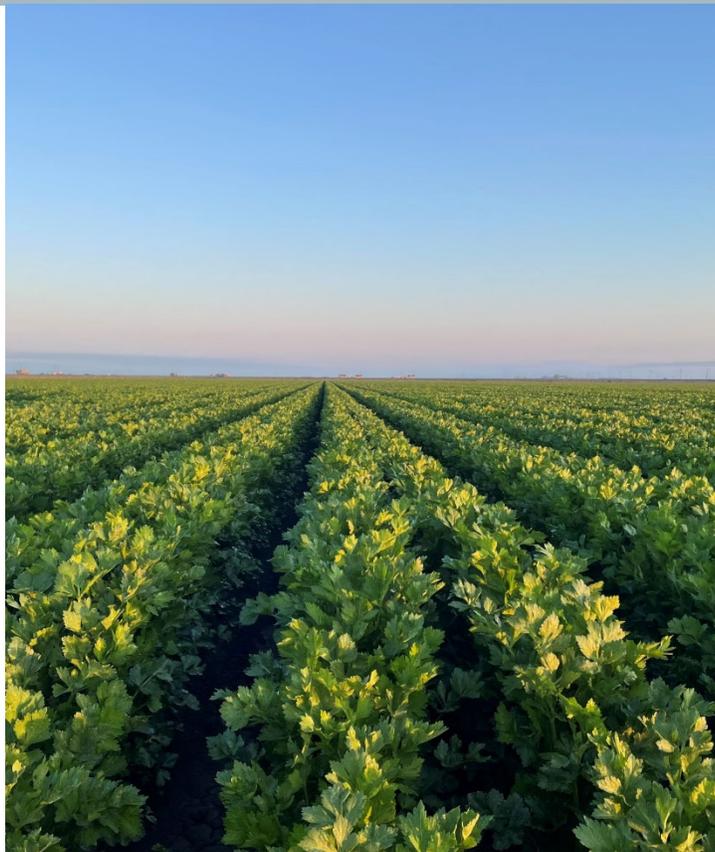
**Version:** 1

**Matter Type:** WR General Agenda

2024 Groundwater Extraction Summary Report. (Staff: Amy Woodrow, Ricardo Carmona, Guillermo Diaz-Moreno, Riley Clark)

2024

# Groundwater Extraction Summary Report



Monterey County Water Resources Agency  
June 2025



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# Overview of the Groundwater Extraction Reporting Program

## History of the Groundwater Extraction Reporting Program

In 1993, the Monterey County Board of Supervisors adopted Ordinances No. 3717 and 3718 that require water suppliers within Zones 2, 2A, and 2B to report water use information for groundwater extraction facilities (wells) and service connections, with a discharge pipe having an inside diameter of at least three inches, to the Monterey County Water Resources Agency (Agency). In 2024, Ordinance No. 5426 was adopted and Ordinance Nos. 3717 and 3718 were repealed. Ord. No. 5426 and the accompanying Groundwater Monitoring Program (GMP) Manual updated Agency regulations around groundwater extraction reporting.

The purpose of the Groundwater Extraction Reporting Program is to provide the Agency with the most accurate water use information available to effectively manage groundwater resources. In order to obtain accurate water pumping information,

methods of directly measuring water extractions have been implemented.

Historically, the Agency has collected groundwater extraction data from well operators annually for a period beginning November 1 and ending October 31 (“reporting year”). Data collection began with the 1992-1993 reporting year. Beginning with the 2025 annual report, reporting will be on a Water Year basis, covering the period from October 1 through September 30, in accordance with Ordinance No. 5426. Information submitted by more than three hundred well operators throughout four hydrologic subareas of the Salinas Valley is utilized to prepare this report (Figure 1).

Since the adoption of Ordinance 3851 in 1995, the Agency has required the annual submittal of Agricultural Water Conservation Plans, which outline the best management practices (BMPs) that are to be adopted each year by growers in the Salinas Valley. In 1996, an ordinance was passed that requires the filing of Urban Water

Conservation Plans (Ordinance 3886). Developed as the urban counterpart to the agricultural water conservation plans, the plans provide an overview of the BMPs to be implemented by urban water purveyors as conservation measures. For extraction reporting purposes, the Agency divides a portion of the Salinas Valley Groundwater Basin into four hydrologic subareas: Pressure, East Side, Forebay, and Upper Valley. These subareas are hydrologically and hydraulically connected, and their boundaries are defined by differences in local hydrogeology and recharge.

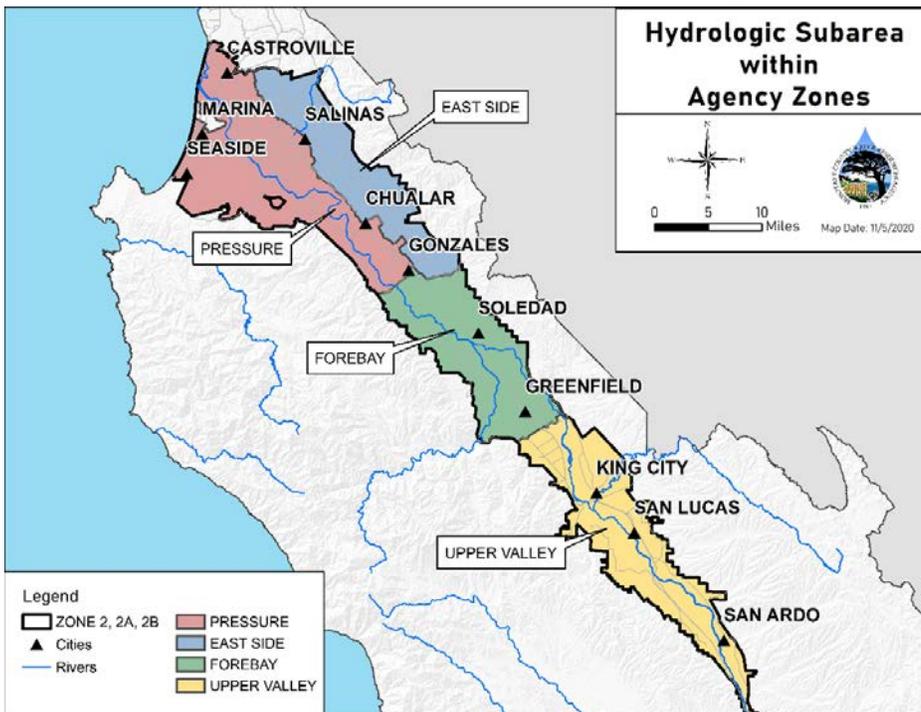
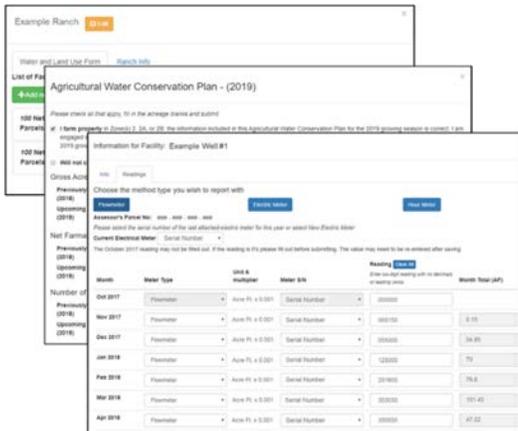


Figure 1. Hydrologic Subareas within Agency Zones 2, 2A, and 2B

## Groundwater Summary Report

The purpose of this report is to summarize the data submitted to the Agency by well operators in January 2025 from the following annual forms:

- Groundwater Extraction Forms (agricultural and urban)
- Water Conservation Plans (agricultural and urban)
- Water and Land Use Forms (agricultural)



The agricultural data from the groundwater extraction program covers the reporting year of November 1, 2023, through October 31, 2024; the urban data covers calendar year 2024. The agricultural and urban water conservation plans for 2025 are also summarized. This report is intended to present a synopsis of current groundwater extraction within the Salinas Valley, including agricultural and urban water conservation improvements that are being implemented to reduce the total amount of water pumped. It is not the purpose of this report to thoroughly analyze the factors that contribute to increases or decreases in pumping.

## Compliance

The Agency received Groundwater Extraction Reports from ninety-six percent (96%) of the 1,940 wells in Zones 2, 2A, and 2B of the Salinas Valley that were required to report for the 2024 reporting year. Agricultural and Urban Water Conservation Plan submittal compliance for 2024 was eighty-five percent (85%) and eighty-three percent (83%), respectively.

## Reporting Format

Groundwater extraction data are presented in this report in units of acre-feet (AF). One acre-foot is equal to 325,851 gallons.

## Reporting Methods

The GMP Manual provides well operators with a choice of three different reporting methods: Water Flowmeter, Electrical Meter, or Hour Meter (timer). The summary of groundwater extractions presented in this report is compiled from data generated by all three reporting methods. The GMP Manual requires annual pump efficiency tests for well owners using the electrical meter method and flow meter calibration every five years to ensure the accuracy of the data reported. The distribution of methods used for the 2024 reporting year was: 86% Flowmeter; 13% Electrical Meter; and <1% Hour Meter.

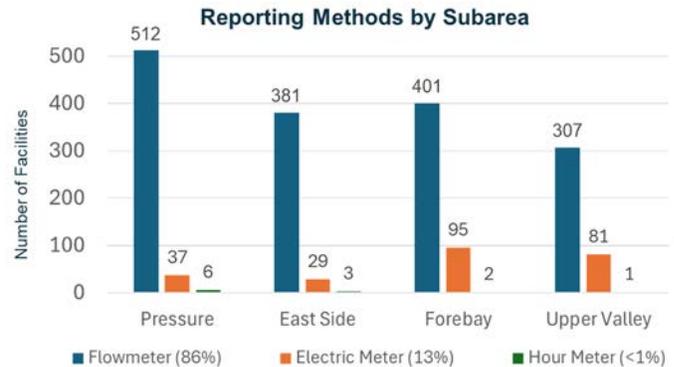


Figure 2. Reporting Method by Subarea

## Disclaimer

While the Agency has made every effort to ensure the accuracy of the data presented in this report, it should be noted that the data are submitted by individual reporting parties. In addition, since so many factors can affect the equipment calibration, it is understood that no reporting method is 100 percent accurate. The Agency maintains strict quality assurance in the compilation, standardization, and entry of the data received. Changes to historical data may occur due to additional submittals after the due date. Rounding errors may cause the total extraction values displayed to be within 5 AF of actual totals.

# Groundwater Extraction Form – Data Summary

## Total Extractions by Subarea and Type of Use

All data presented in this section are derived from the agricultural and urban Groundwater Extraction Forms.

Subarea	Agricultural Pumping (AF)	Urban Pumping (AF)	Total Pumping (AF)
Pressure	83,841	14,260	<b>98,101</b>
East Side	69,683	14,043	<b>83,726</b>
Forebay	104,387	6,621	<b>111,008</b>
Upper Valley	111,359	2,478	<b>113,837</b>
<b>Total (AF)</b>	<b>369,270</b>	<b>37,402</b>	<b>406,672</b>
<b>Percent of Total</b>	<b>90.8%</b>	<b>9.2%</b>	<b>100.0%</b>

Table 1. Extraction Data by Subarea and Type of Use.

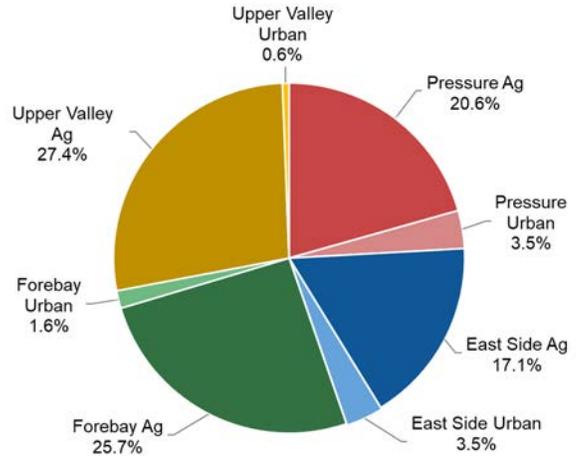


Figure 3. Percentage of Ag and Urban Extractions by Subarea.

## Urban Extraction Data by City or Area

The total groundwater extractions attributed to urban use include residential, commercial, institutional, industrial, and governmental pumping, and are summarized below.

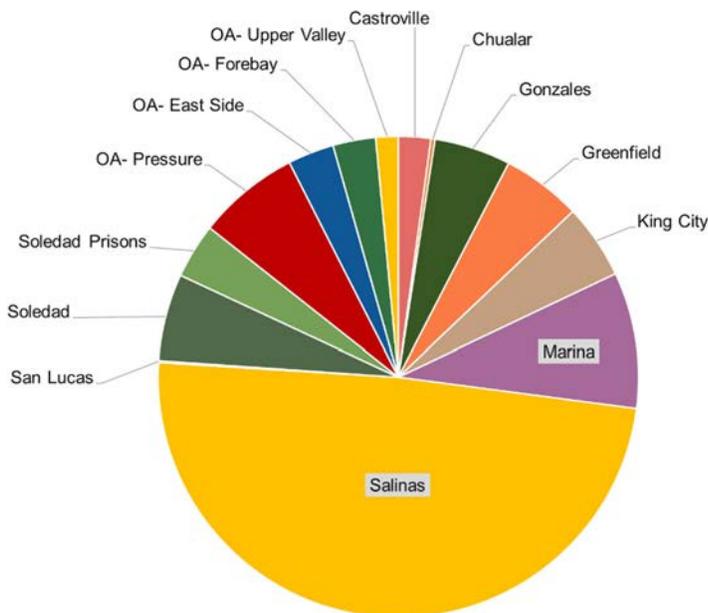


Figure 4. Distribution of Urban Extractions by City or Area.

Table 2. Urban Extractions by City or Area

City or Area	Urban Pumping (AF)	Percentage
Castroville	811	2.17%
Chualar	102	0.27%
Gonzales	1,921	5.15%
Greenfield	1,993	5.34%
King City	1,873	5.02%
Marina	3,404	9.12%
Salinas	18,249	48.91%
San Ardo	No Data	0.00%
San Lucas	41	0.11%
Soledad	2,176	5.83%
Soledad Prisons	1,380	3.70%
OA- Pressure	2,567	6.88%
OA- East Side	1,159	3.11%
OA- Forebay	1,073	2.87%
OA- Upper Valley	564	1.51%
<b>Total</b>	<b>37,313</b>	<b>100.00%</b>

OA=Other Area

## Total Groundwater Extractions in Zones 2, 2A, 2B

This figure provides a spatial representation of groundwater extractions within Zones 2, 2A, and 2B for the 2024 reporting year. The figures and tables on the next six pages provide extraction information by subarea. The number of wells shown in Figures 4 to 15 may be different than the total number of wells in the program, as stated on Page 2, due to delinquent extraction reports.

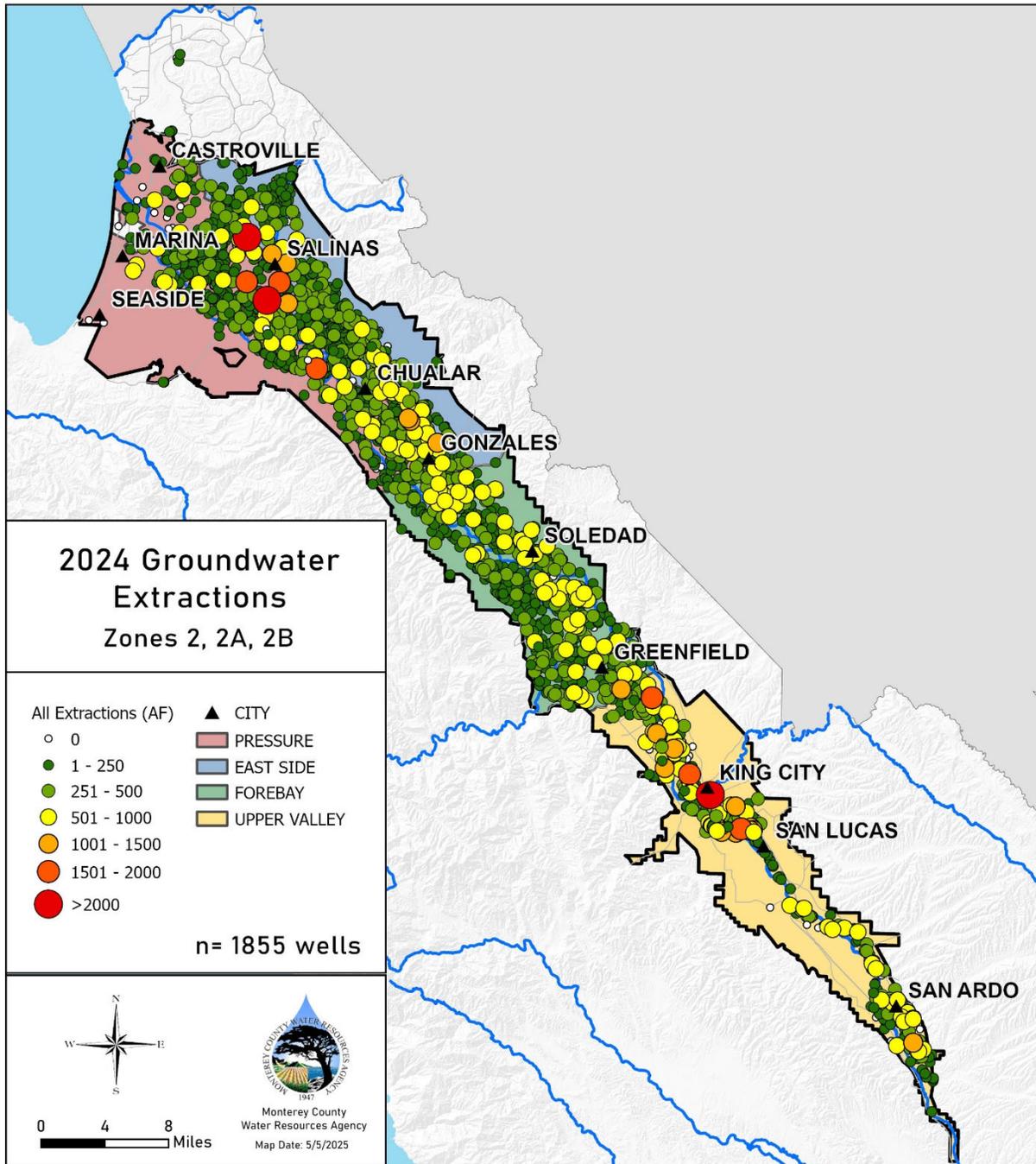
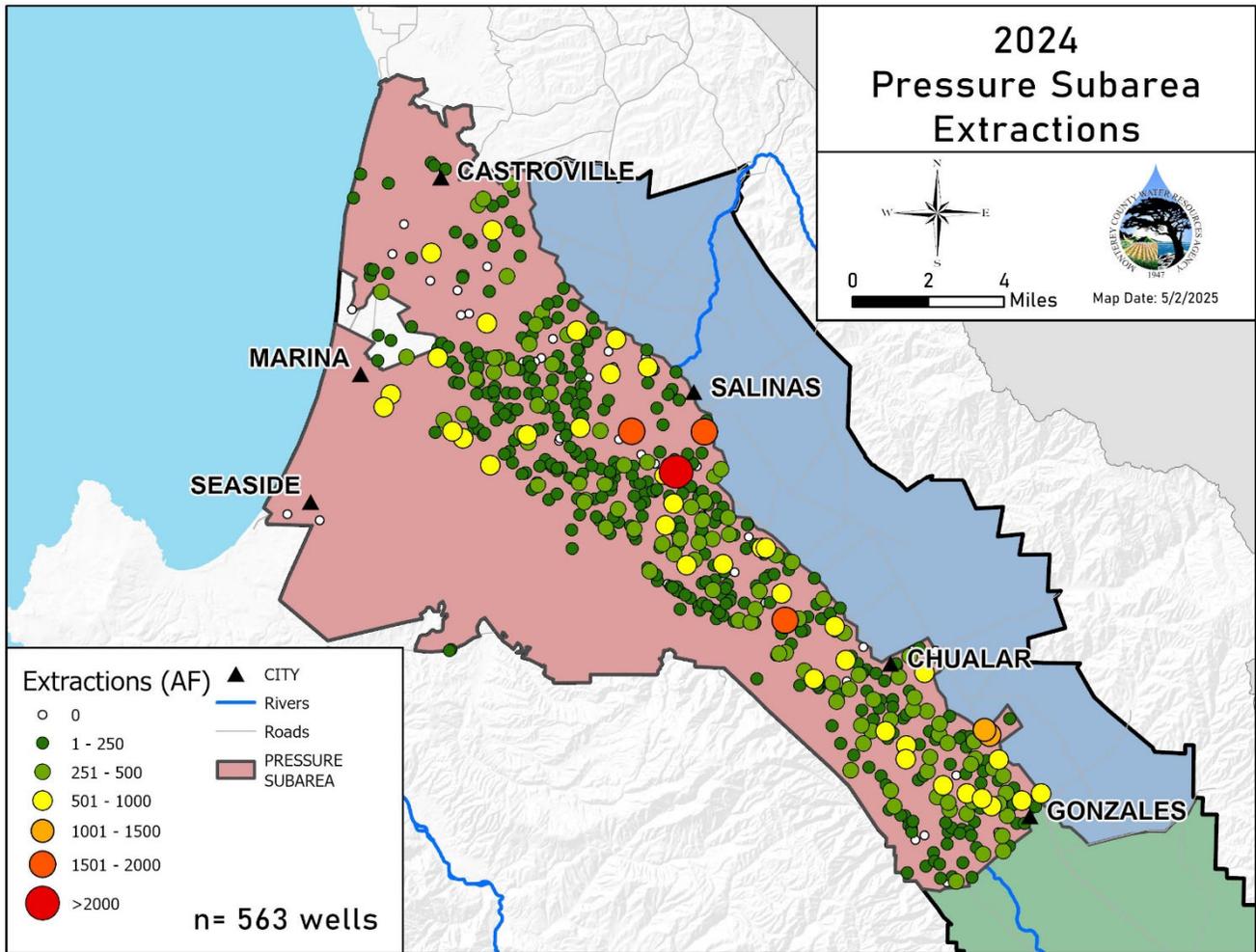
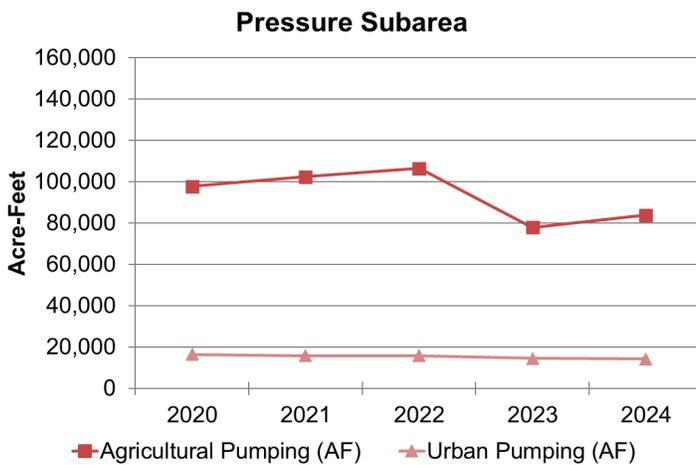


Figure 5. 2024 Groundwater Extractions (AF).

## Pressure Subarea – Extraction Data



**Figure 6. 2024 Groundwater Extractions in the Pressure Subarea.**



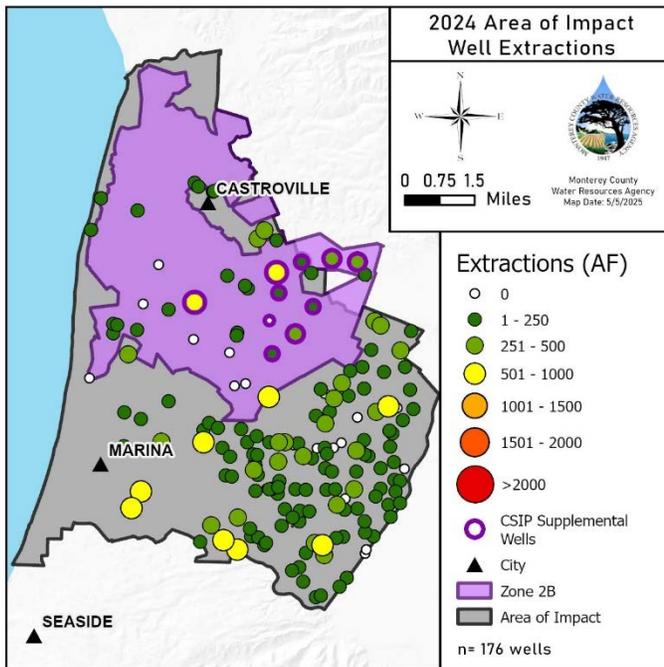
Year	Agricultural Pumping (AF)	Urban Pumping (AF)	Total Pumping (AF)
2024	83,841	14,260	98,101
2023	77,906	14,516	92,422
2022	106,493	15,847	122,340
2021	102,435	15,785	118,220
2020	97,821	16,452	114,273

**Table 3. Total, Agricultural, and Urban Extractions (AF) in the Pressure Subarea 2020-2024.**

**Figure 7. Agricultural and Urban Extractions (AF) in the Pressure Subarea 2020-2024.**

## CSIP, Zone 2B and Area of Impact – Extraction Data

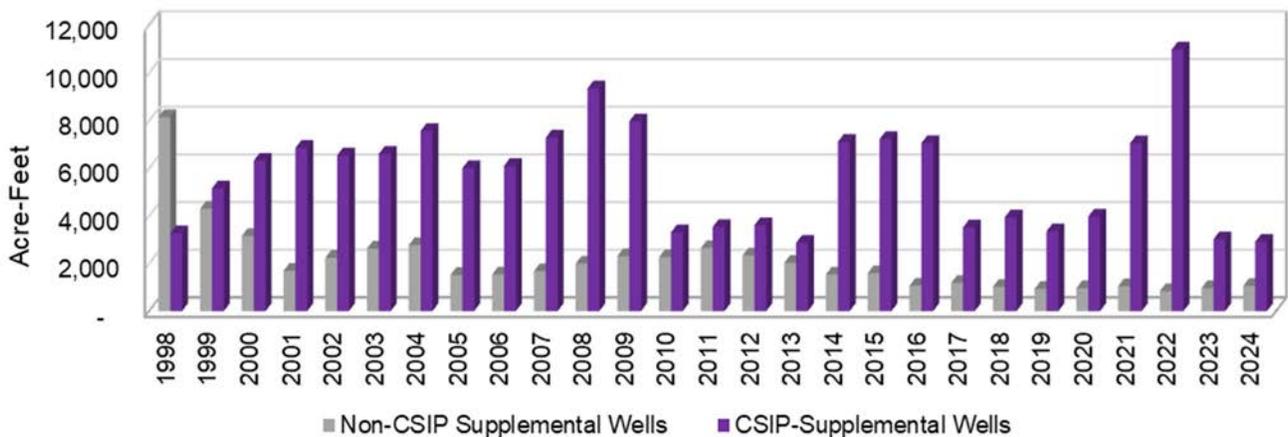
The Castroville Seawater Intrusion Project (CSIP) delivers recycled water from the Salinas Valley Reclamation Project, re-diverted stored reservoir water via the Salinas River Diversion Facility, and groundwater from ten supplemental wells to 12,000 acres of irrigated land in the Castroville area, referred to as Zone 2B, to reduce groundwater pumping near the coast. Pumping from non-CSIP supplemental wells (i.e. privately owned wells) has decreased since CSIP began operations in 1998 but is still occurring (Figure 8). Groundwater within the Area of Impact is considered vulnerable due to the presence of pathways for seawater intrusion to migrate vertically from the impaired overlying aquifers (Figure 7, Table 4). The data shown below is a subset of the Pressure Subarea extractions on the previous page.



Aquifer	Agricultural Pumping (AF)	Urban Pumping (AF)	Total Pumping (AF)
180-Ft Aquifer or East Side Shallow	0	0	1,484
180 and 400-Ft Aquifer	869	301	1,170
400-Ft Aquifer or East Side Deep	10,501	0	10,501
Deep Aquifers	8,441	1,924	10,365
Unknown	2,566	0	2,566
<b>Total (AF)</b>	<b>22,378</b>	<b>2,225</b>	<b>27,575</b>

**Table 4. 2024 Extraction Data in the Area of Impact by Aquifer and Type of Use**

**Figure 8. 2024 Groundwater Extractions (AF) in the Area of Impact.**



**Figure 9. Groundwater Extractions in Zone 2B from CSIP and Non-CSIP Supplemental Wells, 1998-2024**

## Deep Aquifers – Extraction Data

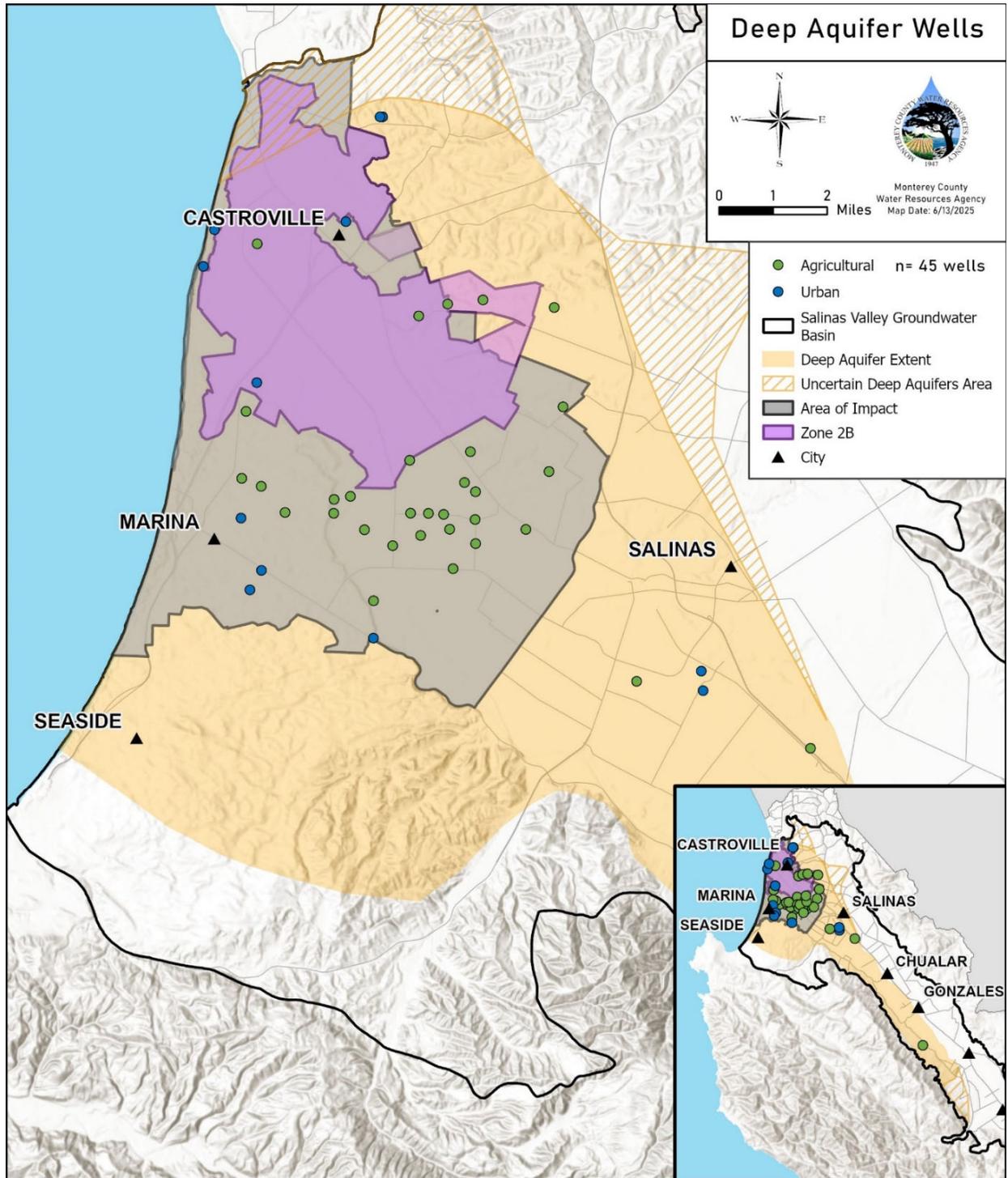


Figure 10. Deep Aquifers Wells by Type of Use

## Deep Aquifers – Extraction Data

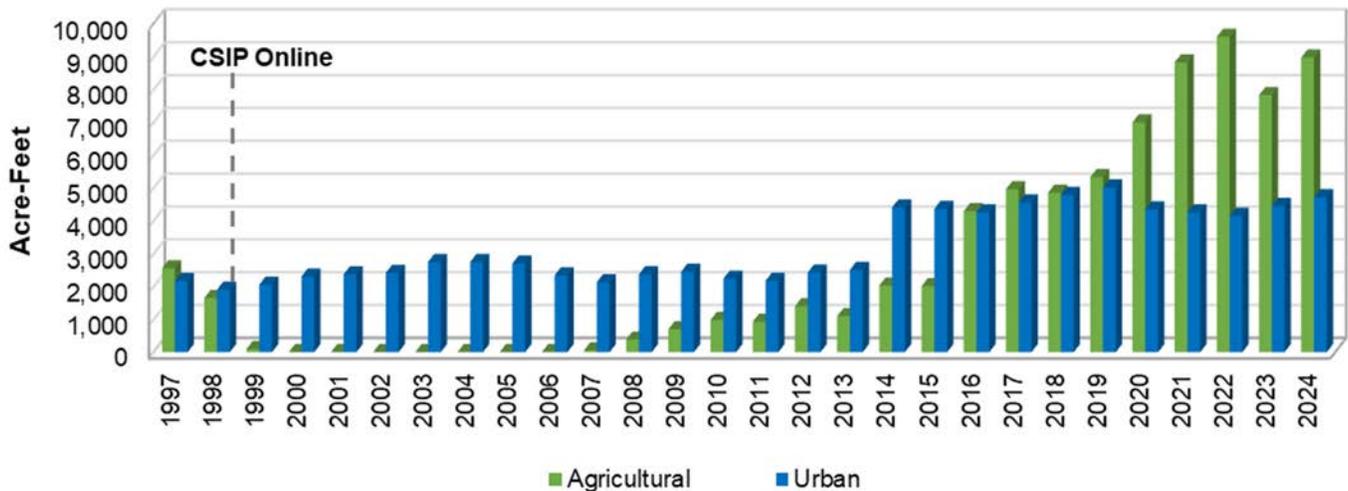
The Agency has historically categorized wells as being constructed to extract water from the Deep Aquifers based on best available data, which may include geologic descriptions from well logs, groundwater quality data, and/or groundwater level data. Following completion of the Deep Aquifers Study in 2024 by Montgomery & Associates, the Agency revised the categorization of some wells based on the newly available airborne electromagnetic (AEM) data, which changed the total number of Deep Aquifers wells reporting groundwater extraction data from 57 to 45. For the first time, the data reported in this section are derived using the same wells that were designated as Deep Aquifers wells in the Deep Aquifers Study.

Reporting Year	Agricultural Pumping (AF)	Urban Pumping (AF)	Total Pumping (AF)
2024	8,970	4,718	<b>13,688</b>
2023	7,826	4,453	<b>12,279</b>
2022	9,599	4,154	<b>13,753</b>
2021	8,820	4,258	<b>13,078</b>
2020	6,996	4,348	<b>11,344</b>
2019	5,331	5,016	<b>10,347</b>
2018	4,855	4,790	<b>9,645</b>
2017	4,958	4,558	<b>9,516</b>
2016	4,293	4,259	<b>8,552</b>
2015	2,010	4,363	<b>6,373</b>
2014	2,031	4,404	<b>6,435</b>
2013	1,097	2,505	<b>3,602</b>
2012	1,397	2,424	<b>3,821</b>
2011	927	2,173	<b>3,100</b>
2010	982	2,236	<b>3,218</b>
2009	696	2,450	<b>3,146</b>

Historical totals of groundwater extraction listed in Table 5 and on Figure 11 prior to 2024 have not been recalculated using the revised set of wells.

The amount of water extracted from the Deep Aquifers has increased in recent years (Table 5). The potential for inducing leakage from the overlying impaired aquifers is a serious concern as groundwater extractions from the Deep Aquifers continue to increase. The Deep Aquifers Study also noted that decreased groundwater elevations in the Deep Aquifers may depressurize clay units that could result in subsidence.

**Table 5. Deep Aquifers Groundwater Extractions by Type of Use, 1993-2024**



**Figure 11. Deep Aquifers Groundwater Extractions by Type of Use, 1997-2024**

## East Side Subarea – Extraction Data

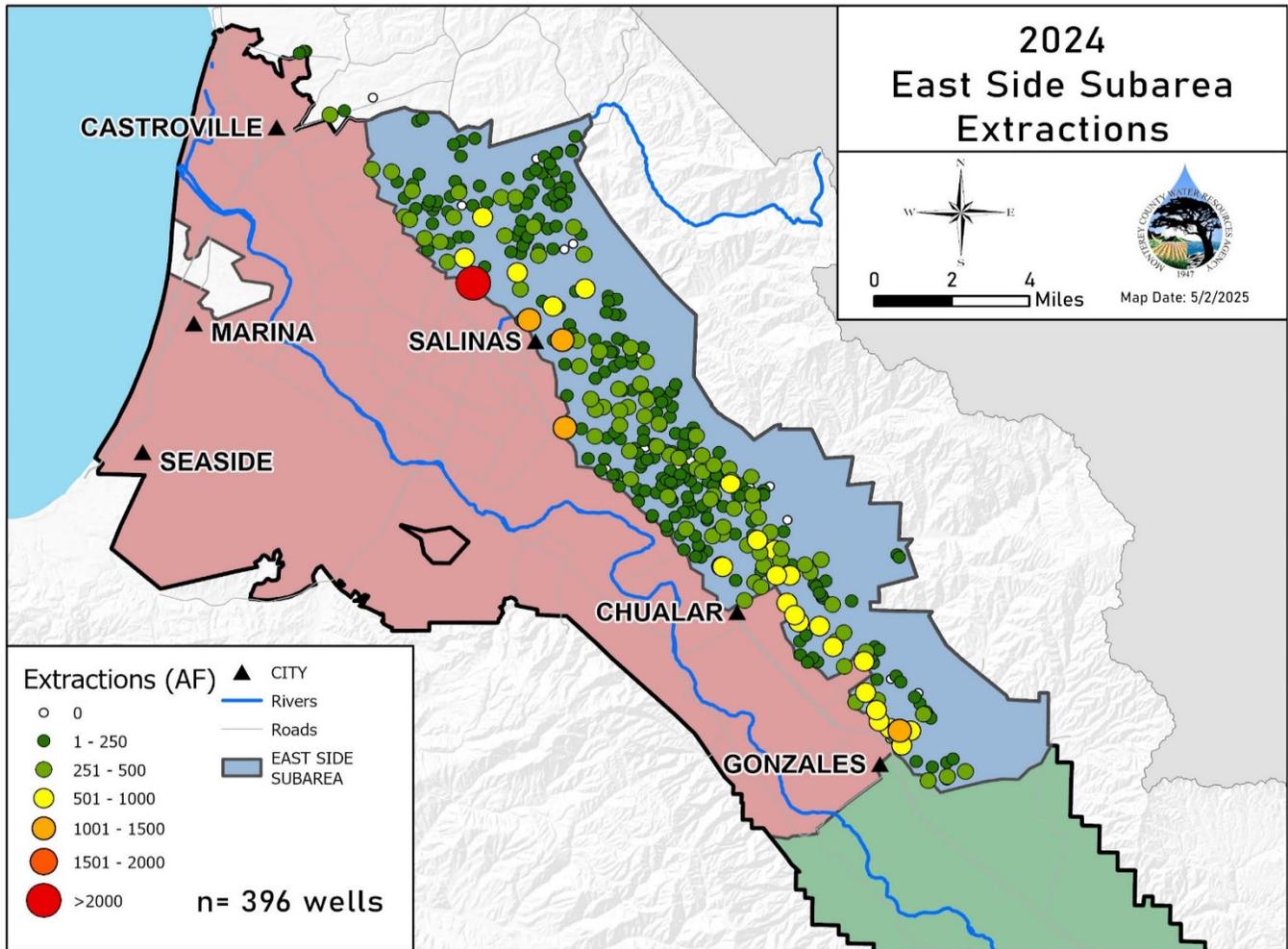
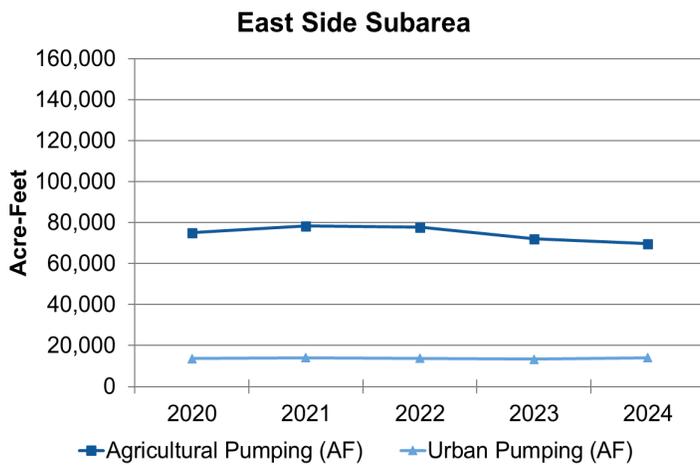


Figure 12. 2024 Groundwater Extractions in the East Side Subarea.

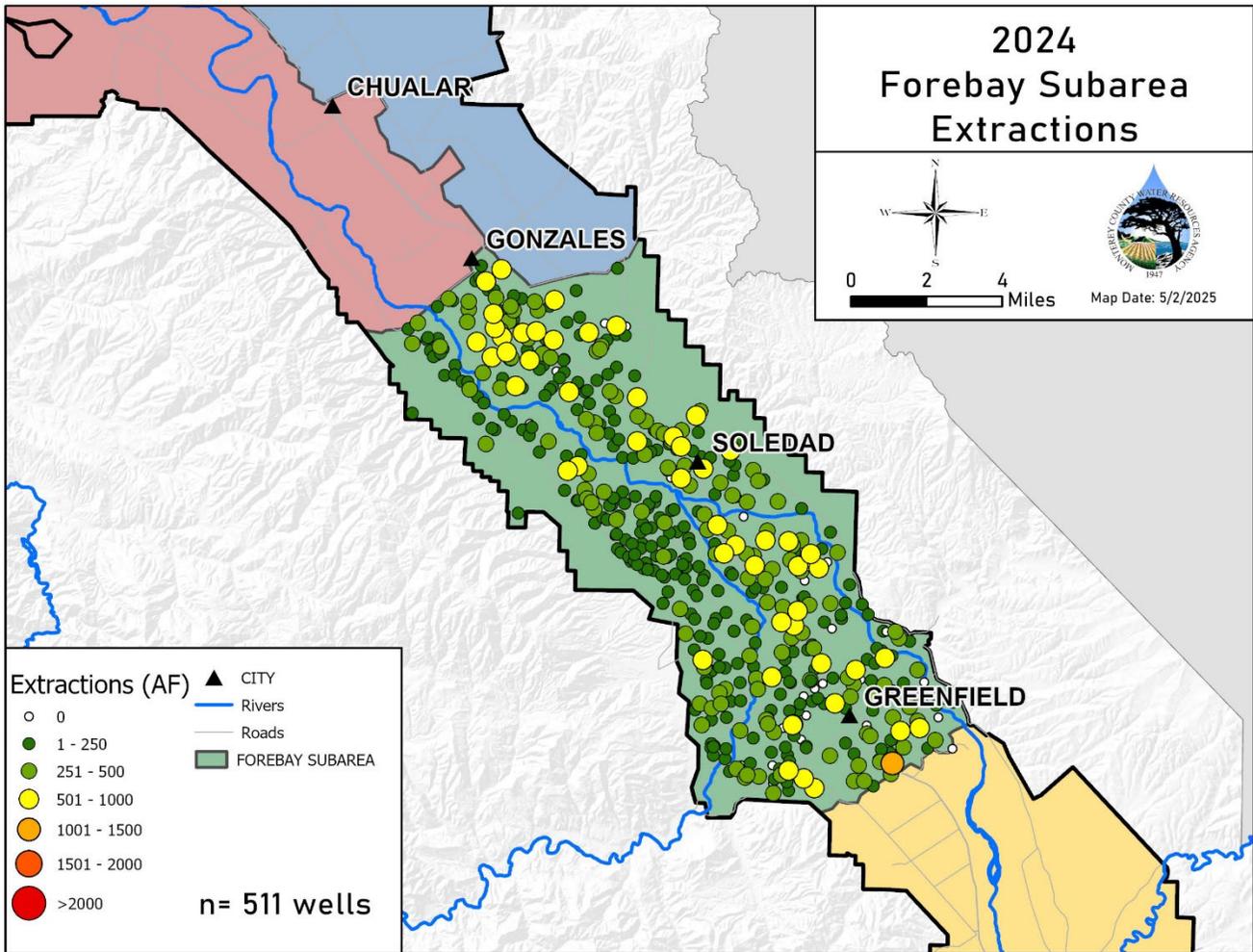


Year	Agricultural Pumping (AF)	Urban Pumping (AF)	Total Pumping (AF)
2024	69,683	14,043	83,726
2023	72,157	13,286	85,443
2022	77,731	13,840	91,571
2021	78,283	14,136	92,419
2020	75,125	13,617	88,742

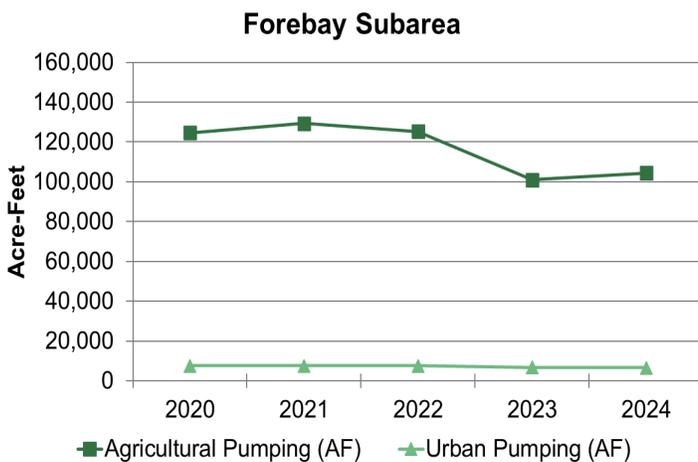
Table 6. Total, Agricultural, and Urban Extractions (AF) in the East Side Subarea 2020-2024.

Figure 13. Agricultural and Urban Extractions (AF) in the East Side Subarea 2020-2024.

## Forebay Subarea – Extraction Data



**Figure 14. 2024 Groundwater Extractions in the Forebay Subarea.**

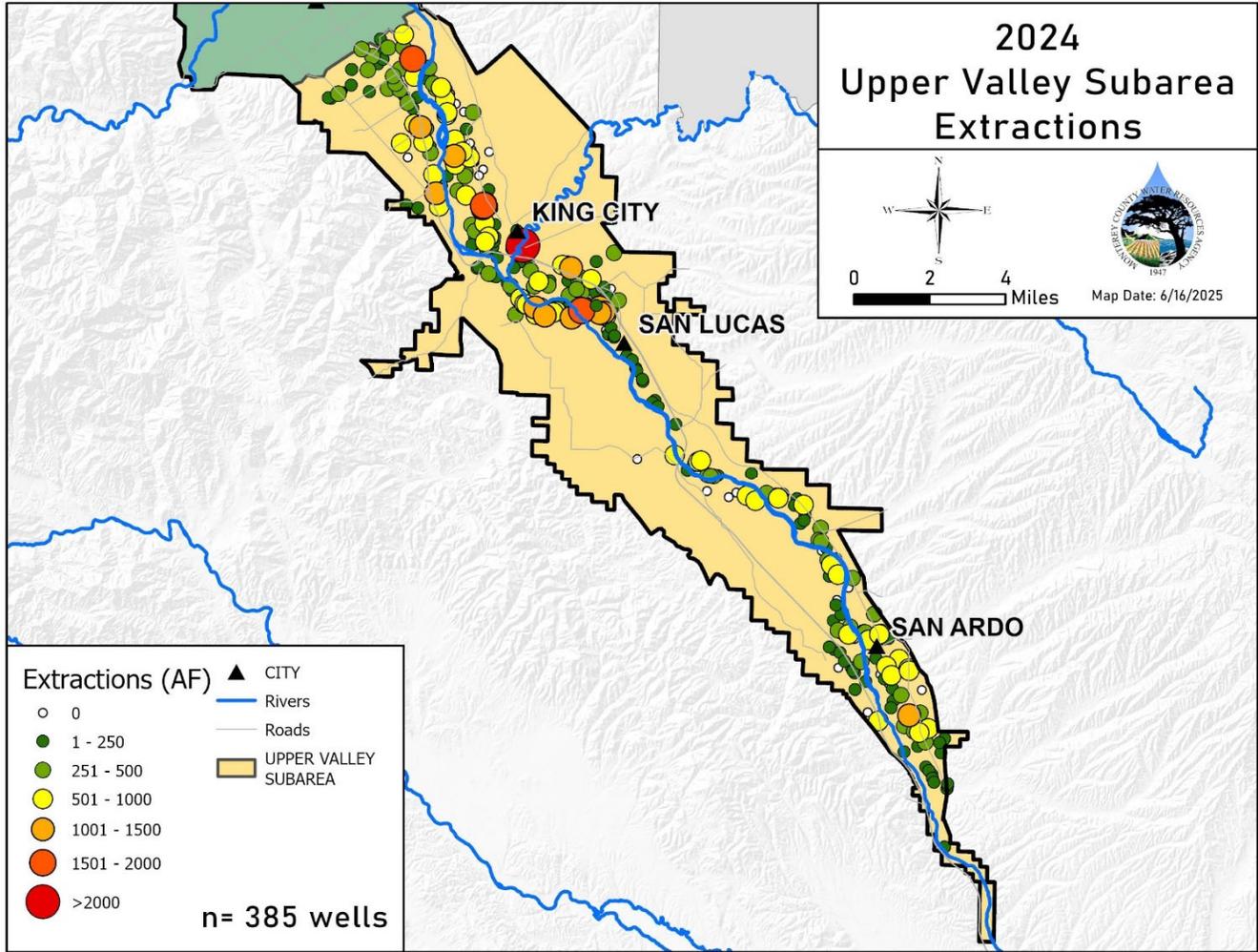


Year	Agricultural Pumping (AF)	Urban Pumping (AF)	Total Pumping (AF)
2024	104,387	6,621	111,008
2023	101,050	6,748	107,798
2022	125,341	7,544	132,885
2021	129,391	7,645	137,036
2020	124,643	7,590	132,233

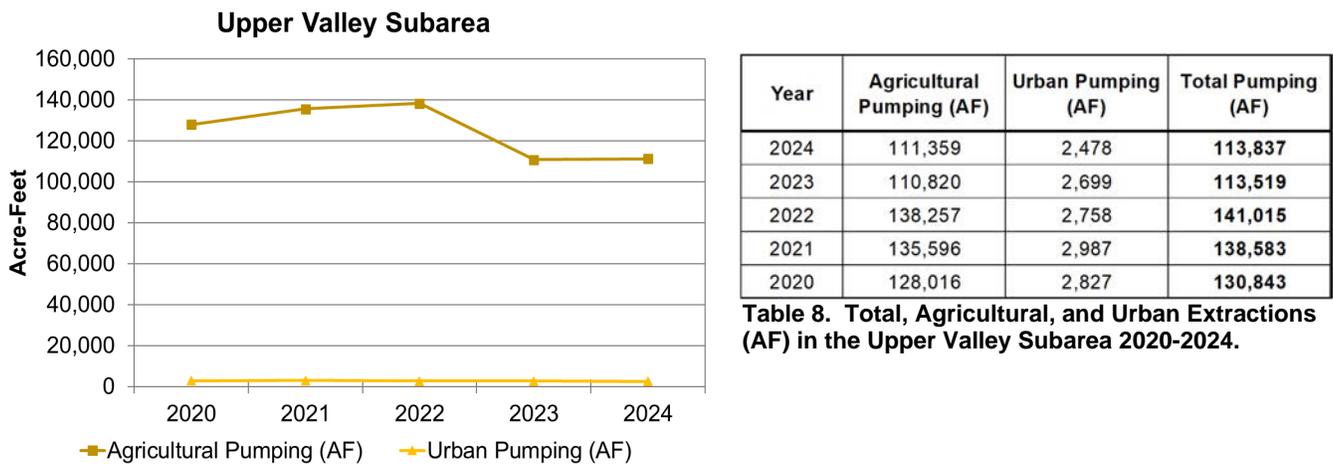
**Table 7. Total, Agricultural, and Urban Extractions (AF) in the Forebay Subarea 2020-2024.**

**Figure 15. Agricultural and Urban Extractions (AF) in the Forebay Subarea 2020-2024.**

## Upper Valley Subarea – Extraction Data



**Figure 16. 2024 Groundwater Extractions in the Upper Valley Subarea**

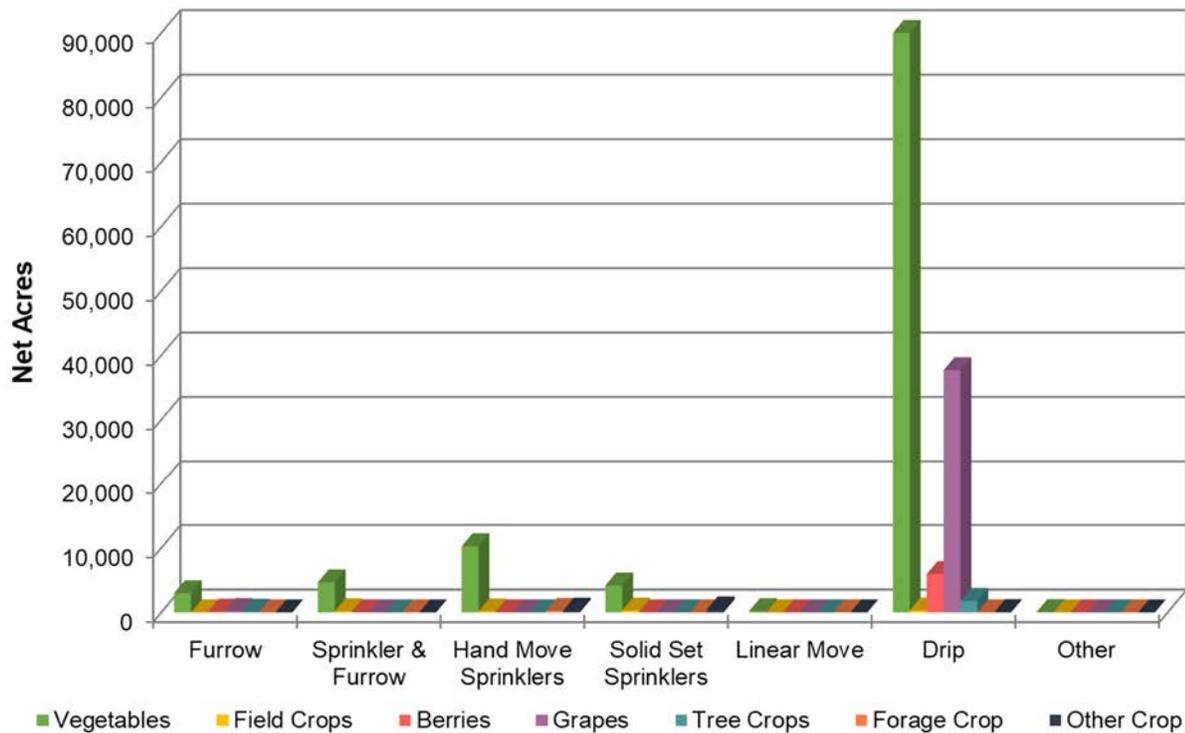


**Figure 17. Agricultural and Urban Extractions (AF) in the Upper Valley Subarea 2020-2024**

## Agricultural Water Conservation – Data Summary

In 1995, the Monterey County Water Resources Agency Board of Supervisors adopted Ordinance No. 3851 requiring the filing of Agricultural Water Conservation Plans. Ordinance No. 3851 was amended in 1999, resulting in Ordinance No. 4014. The Agricultural Water Conservation Plans include information on net irrigated acreage, irrigation methods, and crop type. This information is forecasted and indicates what the grower plans to do in the upcoming year. Figure 18 and Table 9 present a breakdown of irrigation methods by crop type. Figure 19 shows the change in irrigation methods over the length of the GEMS program and Figure 20 shows the top ten Best Management Practices (BMPs) to be implemented in 2025.

### Irrigation Methods for 2025



**Figure 18. 2025 Forecasted Net Acre Distribution of Irrigation Methods by Crop Type.**

2025	Furrow	Sprinkler & Furrow	Hand Move Sprinklers	Solid Set Sprinklers	Linear Move	Drip	Other	Total
Vegetables	2,959	4,636	10,223	4,161	194	103,405	50	125,628
Field Crops	0	160	148	271	0	289	0	868
Berries	116	0	0	0	0	5,929	0	6,045
Grapes	200	0	0	0	0	37,688	0	37,888
Tree Crops	105	0	0	0	0	1,771	0	1,876
Forage Crop	0	0	223	0	15	0	0	238
Other Crop	0	0	268	455	0	38	0	761
Unirrigated	0	0	0	0	0	0	1,251	1,251
<b>Total</b>	<b>3,380</b>	<b>4,796</b>	<b>10,862</b>	<b>4,887</b>	<b>209</b>	<b>149,120</b>	<b>1,301</b>	<b>174,555</b>

**Table 9. Net Acres by Irrigation Method and Crop Type.**

### Irrigation Method Trend

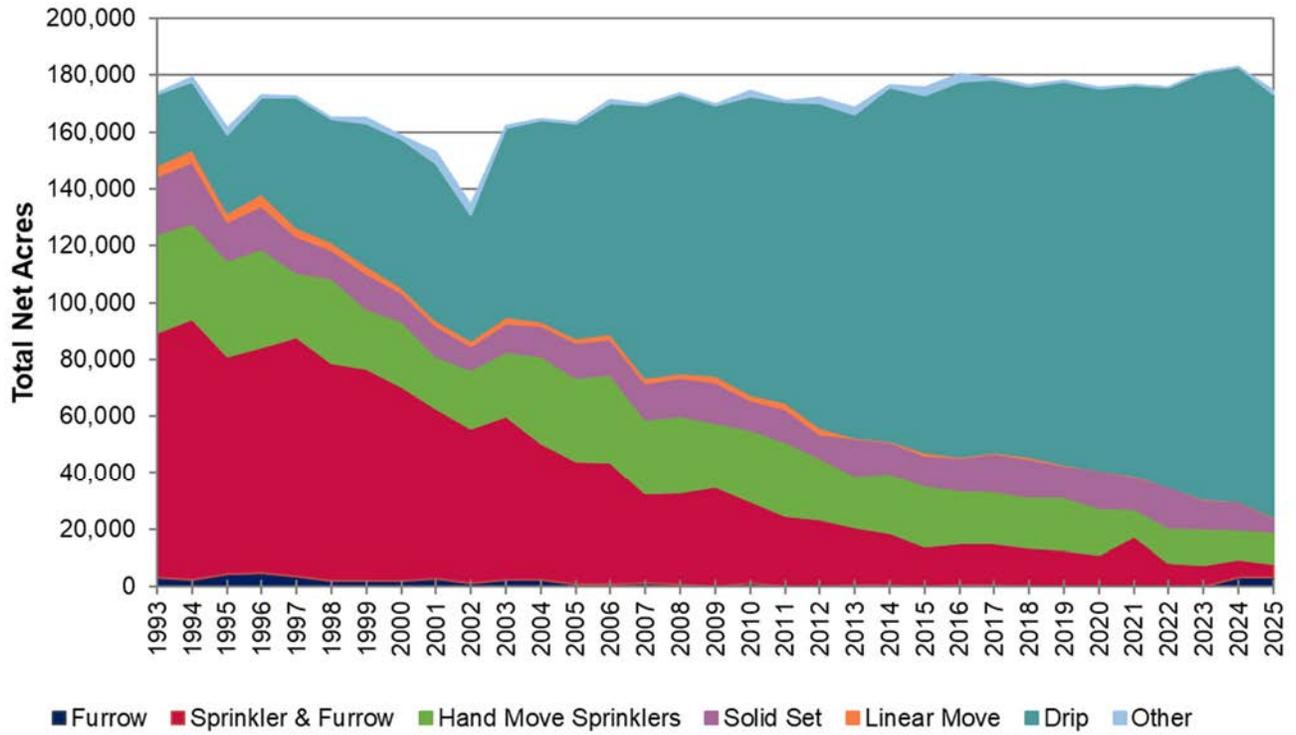


Figure 19. Changes in Irrigation Methods Used Over Time (1993 – 2025) in Zones 2, 2A, and 2B.

### Best Management Practices for 2025

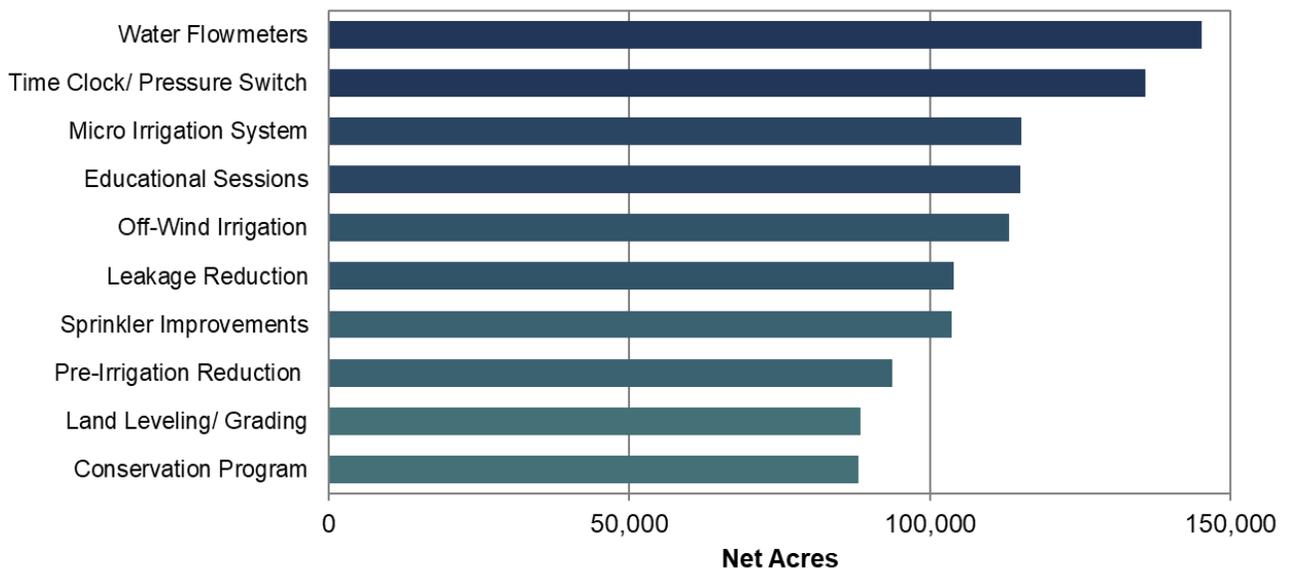


Figure 20. Top Ten BMPs Forecasted for 2025 Based on Reported Net Acres.

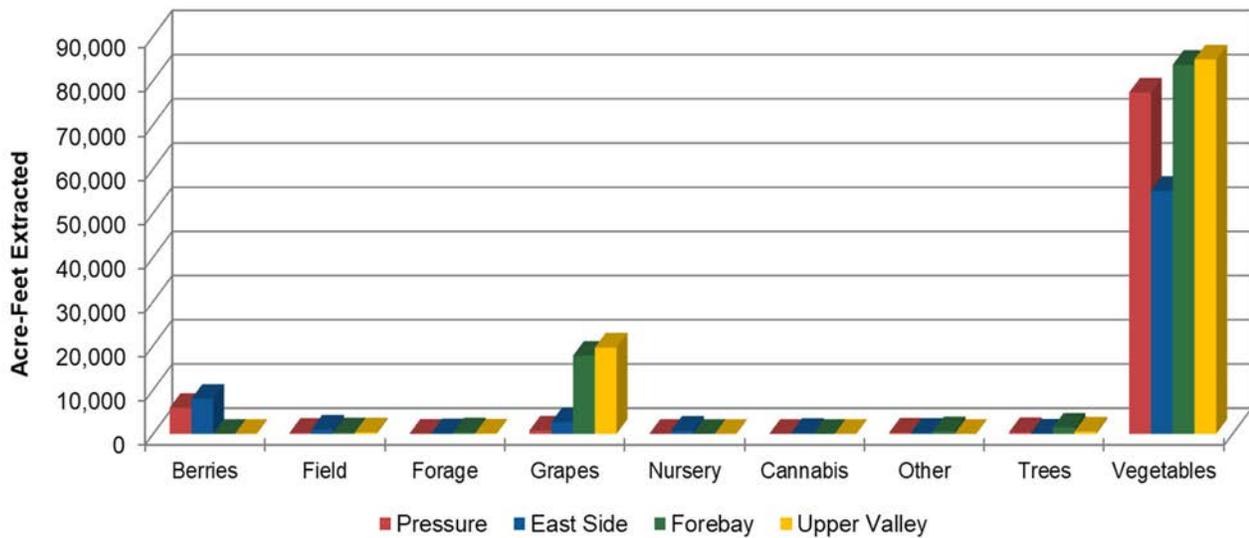
## Water and Land Use Form – Data Summary

The following three figures show the agricultural water extracted (Figure 21), irrigated net acres (Figure 22), and amount of water used per acre (Figure 23) by hydrologic subarea and crop type based on data submitted on the Water and Land Use forms. The data account for all crop types reported and all reporting methods: water flowmeter, electrical meter, and hour meter.

Changing weather patterns, variable soil types, and crop types affect the amount of water needed for efficient irrigation. Even during a normal rain year, pumping rates will vary from one subarea to another, and crop types will vary depending on economic demand.

Examples of crop type categorizations include strawberries and raspberries under Berries; beans and grains under Field Crops; alfalfa and pasture under Forage Crops; avocados and lemons under Tree Crops; and sod, flower bulbs, ornamentals, and cactus pears under Other Crops.

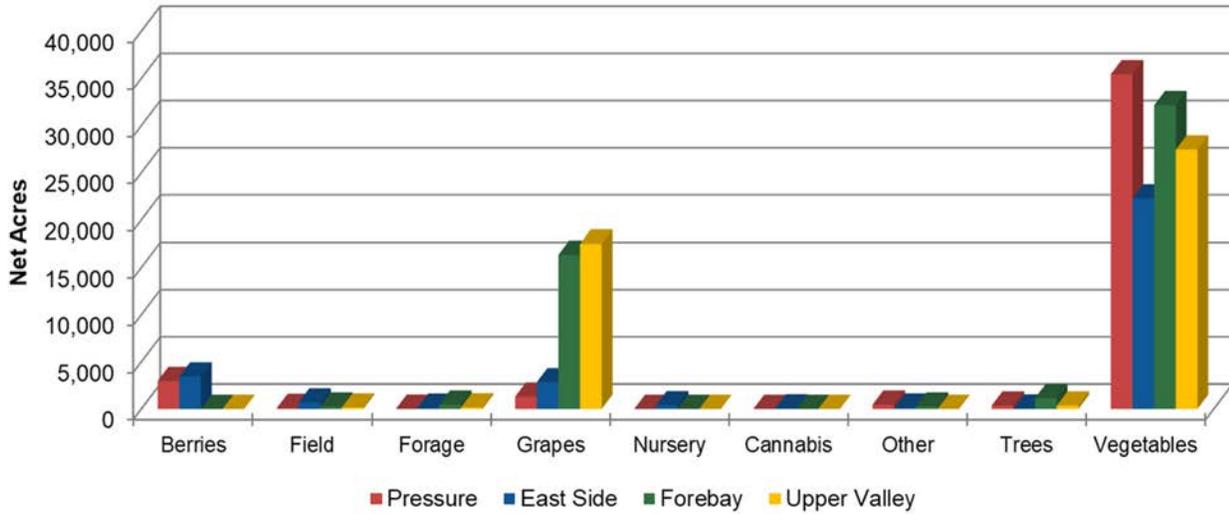
**2024 Total Extractions by Subarea and Crop Type**



2024	Berries	Field	Forage	Grapes	Nursery	Cannabis	Other	Trees	Vegetables
Pressure	5,868	234	12.3	755	-	-	292	396	77,246
East Side	7,924	975	117	2,631	729	198	243	45.0	54,999
Forebay	-	347	356	17,674	-	-	596	1,393	83,520
Upper Valley	-	335	79.5	19,524	-	-	-	524	84,728

Figure 21. 2024 Extractions in Acre-Feet Reported by Crop Type and Subarea.

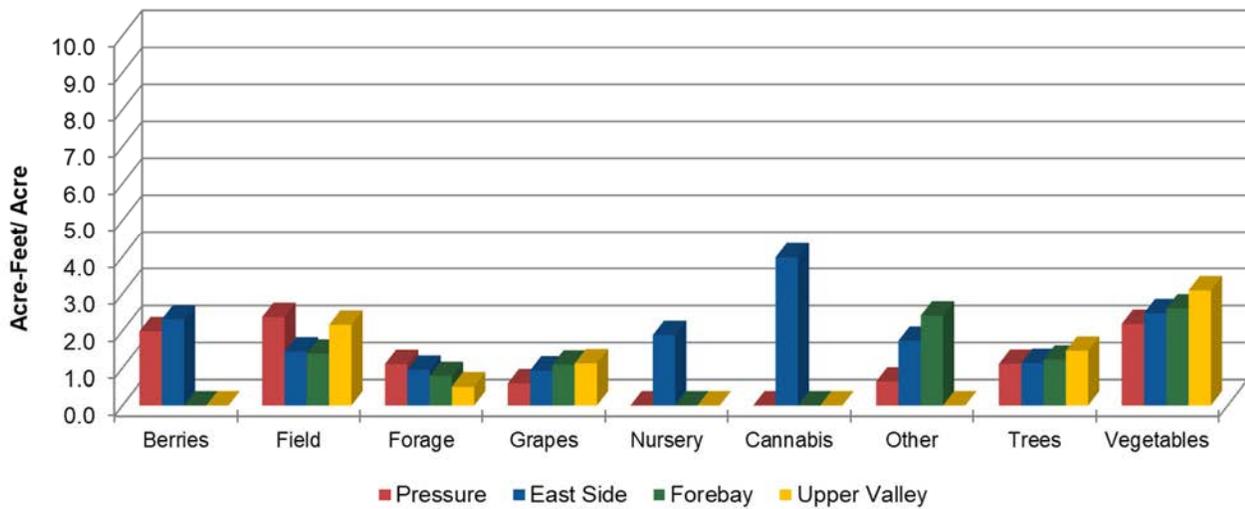
### 2024 Total Irrigated Net Acres by Subarea and Crop Type



2024	Berries	Field	Forage	Grapes	Nursery	Cannabis	Other	Trees	Vegetables
Pressure	2,961	98.8	11.2	1,301	-	-	466	359	35,437
East Side	3,441	678	124	2,837	388	49.6	141	40.0	22,268
Forebay	-	252	460	16,333	-	-	248	1,145	32,157
Upper Valley	-	155	160	17,496	-	-	-	360	27,456

Figure 22. 2024 Irrigated Net Acres Reported by Crop Type and Subarea.

### 2024 Average Water Usage (Acre-Feet/Acre) by Subarea and Crop Type



2024	Berries	Field	Forage	Grapes	Nursery	Cannabis	Other	Trees	Vegetables
Pressure	2.0	2.4	1.1	0.6	-	-	0.6	1.1	2.2
East Side	2.3	1.4	0.9	0.9	1.9	4.0	1.7	1.1	2.5
Forebay	-	1.4	0.8	1.1	-	-	2.4	1.2	2.6
Upper Valley	-	2.2	0.5	1.1	-	-	-	1.5	3.1

Figure 23. 2024 Average Water Use in Acre-Feet/Acre Reported by Crop Type and Subarea.

## Urban Water Conservation – Data Summary

In 1996, the Monterey County Water Resources Agency Board of Supervisors adopted Ordinance No. 3886 requiring that all cities and urban water purveyors within Zones 2, 2A, or 2B file plans showing the water conservation measures that were implemented during the prior year and which are planned for implementation in the coming year. Since 1996, the Agency has collected data on Urban Water Conservation Plans. Tables 10 and 11 show the top ten Best Management Practices (BMPs) for 2025 as a percentage of total acreage reported for “large” water systems (200 or more customer connections), and “small” water systems (between 15 and 199 customer connections). The reported water use per connection for different connection classes are summarized for small (Table 12, Figure 24) and large water systems (Table 13, Figure 25).

<b>Top Ten BMPs Implemented for Large Water Systems</b>	<b>2025</b>
Advise customers when it appears possible that leaks exist on customer’s side of water meter	100%
Implement requirements that all new connections be metered and billed by volume of use	100%
Perform distribution system leak detection and repair whenever the audit reveals that it would be cost-effective	99%
Complete an audit of water distribution system at least every three years as prescribed by American Water Works Association	99%
Provide conservation information in bill inserts	99%
Review proposed water uses for new commercial and industrial water service, and make recommendations for improving efficiency before completion of building permit process	99%
Provide individual historical water use information on water bills	98%
Establish a program to retrofit any existing unmetered connections and bill by volume of use	97%
Enact and enforce measure prohibiting water waste as specified in Monterey County Water Resources Agency Ordinance No. 3932 or as subsequently amended, and encourage the efficient use of water	96%
Enforcement and support of water conserving plumbing fixture standards, including gradual requirement for High Efficiency Toilets (HET) in all new construction	96%

**Table 10. Top Ten BMPs – Large Water Systems.**

<b>Top Ten BMPs Implemented for Small Water Systems</b>	<b>2025</b>
Advise customers when it appears possible that leaks exist on customer’s side of water meter	92%
Implement requirements that all new connections be metered and billed by volume of use	91%
Provide individual historical water use information on water bills	58%
Establish a program to retrofit any existing unmetered connections and bill by volume of use	58%
Perform distribution system leak detection and repair whenever the audit reveals that it would be cost-effective	57%
Support of legislation prohibiting sale of toilets using more than 1.6 gpf	57%
Encourage and promote the elimination of non-conserving pricing and adoption of conservation pricing policies	56%
Implementation of conservation pricing policy	56%
Designate a water conservation coordinator responsible for preparing the water conservation plan, managing its implementation, and evaluating its results	55%
Encourage local nurseries to promote use of low water use plants	54%

**Table 11. Top Ten BMPs – Small Water Systems.**

Small Water Systems: Water Use (AF) Per Connection Class	2020	2021	2022	2023	2024
Single-Family Residential	0.429	0.423	0.454	0.300	0.342
Multi-Family Residential	0.738	0.600	0.998	0.234	0.166
Commercial/ Institutional	0.806	1.276	1.115	0.996	0.872
Industrial	37.142	52.108	43.073	35.402	38.906
Landscape Irrigation	6.565	2.369	1.832	0.741	0.825
Other	4.702	8.035	13.451	8.166	10.934

Table 12. Water Use per Connection – Small Water Systems (2020-2024).

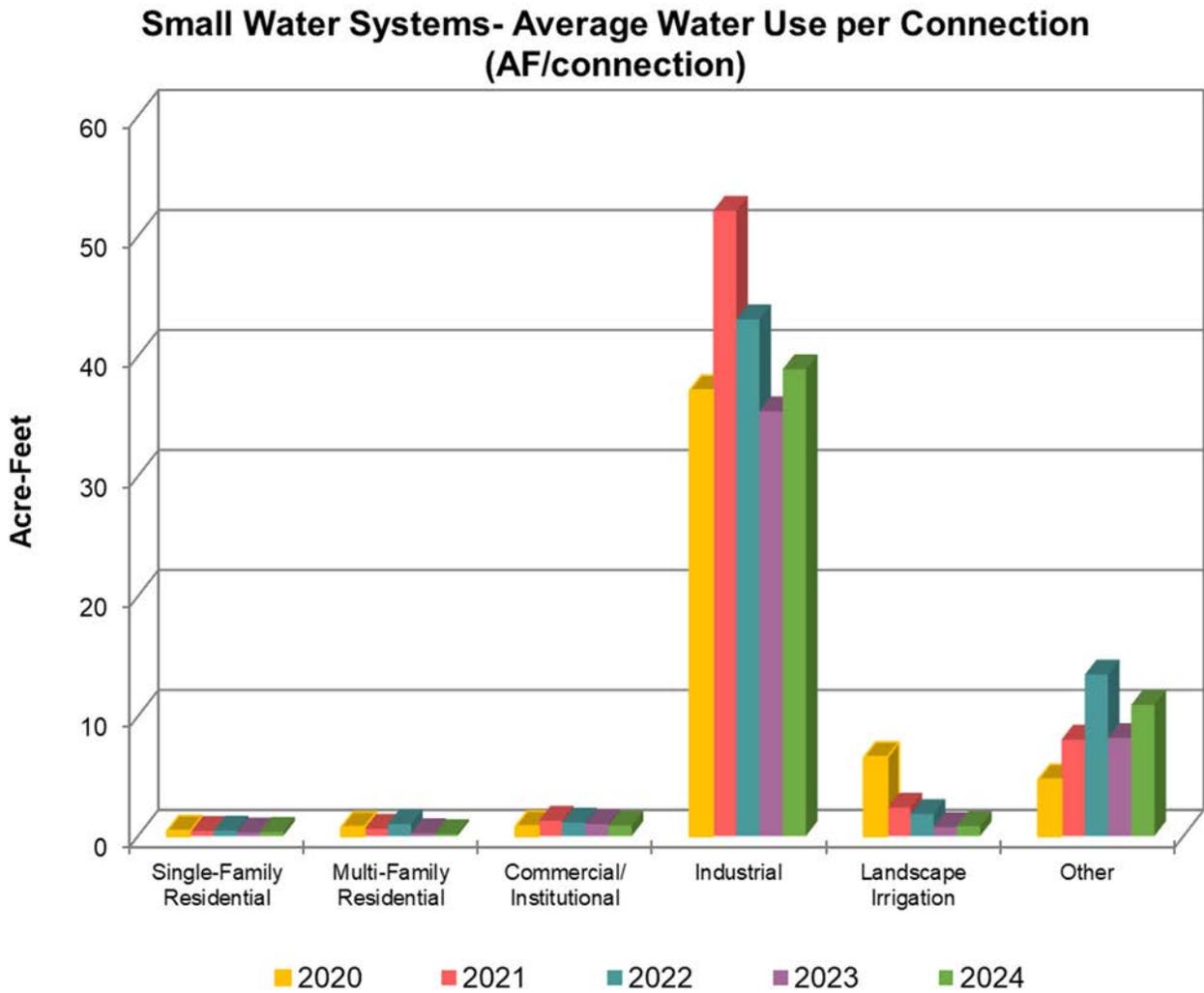


Figure 24. Urban Water Use per Connection – For Small Water Systems

Large Water Systems: Water Use (AF) Per Connection Class	2020	2021	2022	2023	2024
Single-Family Residential	0.273	0.282	0.281	0.262	0.257
Multi-Family Residential	1.032	0.836	0.873	0.815	0.739
Commercial/ Institutional	1.414	1.380	1.316	1.763	1.406
Industrial	20.480	20.227	20.472	10.501	13.487
Landscape Irrigation	2.318	2.433	2.245	1.926	2.066
Agricultural Irrigation	124.190	161.299	47.313	26.659	31.679
Other	2.191	2.176	2.553	2.021	4.816

Table 13. Water Use per Connection – Large Water Systems (2020-2024).

### Large Water Systems- Average Water Use per Connection (AF/connection)

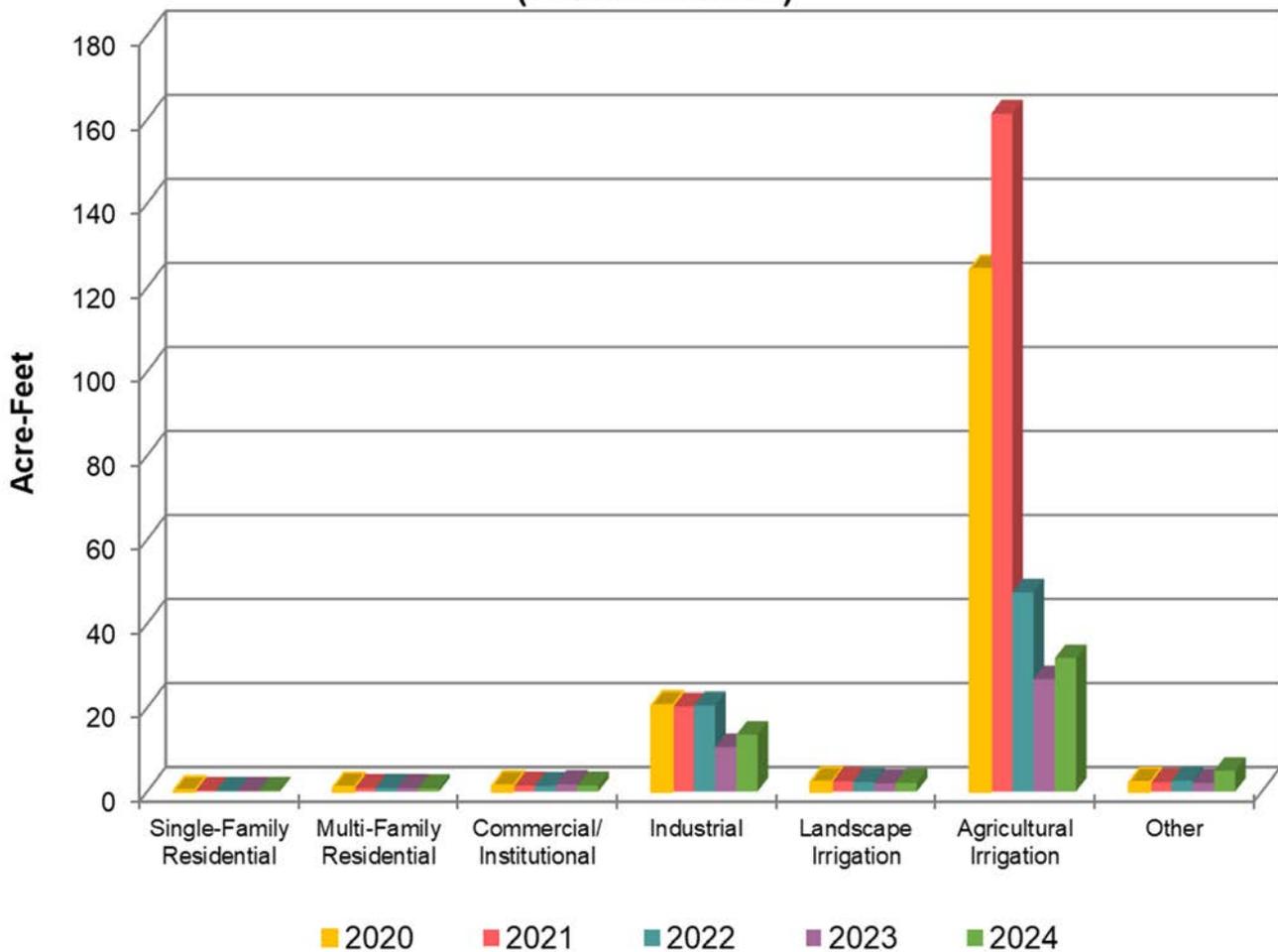


Figure 25. Urban Water Use per Connection – For Large Water Systems

**Monterey County Water Resources Agency  
Board of Supervisors**

Luis Alejo	District #1
Glenn Church	District #2
Chris Lopez, Chair	District #3
Wendy Root Askew, Vice Chair	District #4
Kate Daniels	District #5

**Monterey County Water Resources Agency  
Board of Directors**

Mark Gonzalez	District #1
Mike Scattini	District #2
Jon Conatser	District #3
Deidre Sullivan	District #4
Ken Ekelund	District #5
Matt Simis, Vice Chair	Grower-Shipper Association
Jason Smith	Monterey County Farm Bureau
John Baillie	Agricultural Advisory Committee
Mike LeBarre, Chair	City Select Committee

**Monterey County Water Resources Agency**

Ara Azhderian, General Manager  
Shaunna Murray, Deputy General Manager

**Groundwater Extraction Summary Report Team**

Amy Woodrow, Senior Water Resources Hydrologist  
Ricardo Carmona, Water Resources Hydrologist  
Guillermo Diaz-Moreno, Water Resources Hydrologist  
Riley Clark, Water Resources Technician

For more information, contact:

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[www.mcwater.info](http://www.mcwater.info)



# County of Monterey

**Item No.15**

## Board Report

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

**Legistar File Number: WRAG 25-131**

**August 18, 2025**

**Introduced:** 8/12/2025

**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 11, 2025, San Antonio Reservoir has a water surface elevation of approximately 751 feet (NGVD 29), with 200,100 acre-feet of water in storage. Nacimiento Reservoir has a water surface elevation of approximately 754.95 feet, with 168,340 acre-feet of water in storage. San Antonio Reservoir is currently at 60% of storage capacity and Nacimiento Reservoir is at 45% of capacity.

**RAINFALL:** There has been no recent precipitation and there is currently no inflow to the reservoirs.

**SALINAS RIVER LAGOON:** The lagoon has been closed to the ocean since May 16, 2025.

**RESERVOIR RELEASES:** Releases are being made from both reservoirs for beneficial uses including groundwater recharge, operation of the Salinas River Diversion Facility, and to provide for required bypass flow to the Salinas Lagoon. Releases as of August 11, 2025:

- Nacimiento Reservoir: 276 cfs
- San Antonio Reservoir: 335 cfs

Total releases from both reservoirs to the Salinas River are approximately 610 cfs. The following “provisional” flows have been recorded by the USGS:

- Nacimiento River below Nacimiento Dam 276 cfs
- Salinas River near Bradley: 581 cfs
- Salinas River at Soledad: 279 cfs
- Salinas River near Chualar: 93 cfs
- Salinas River near Spreckels: 34 cfs

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



# County of Monterey

**Item No.16**

## Board Report

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

**Legistar File Number: WRAG 25-121**

**August 18, 2025**

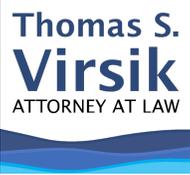
**Introduced:** 8/1/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

1. Email Correspondence dated June 20, 2025, to Chair and Directors, Salinas Valley Basin Groundwater Sustainability Agency (GSA) from Thomas S. Virsik, Attorney at Law re: Code of Conduct Values
2. Email Correspondence dated July 3, 2025, to Monterey County Water Resources Agency Board of Directors from Christopher Bunn, President, Salinas Basin Water Alliance re: Concerns regarding Monterey County Water Resources Agency's April 2025 update to Historic Benefits Assessment of Water Infrastructure Projects for Salinas Valley.
3. Email Correspondence dated July 3, 2025, to Director Ekelund and Members of the Monterey County Water Resources Agency Board from Bill Lipe re: Revised Perspective on the San Antonio Spillway Replacement - A Data-Driven Commitment to Safety.
4. Email Correspondence dated July 16, 2025, to Clerk of the Boards from Bill Lipe re: Request for Electronic Distribution of Public Comment to Leadership Committee.
5. Letter dated July 23, 2025, to Cynthia Boe, Chief Executive Officer, Town Creek Association from Ara Azhderian, General Manager, Monterey County Water Resources Agency re: Mussel Prevention Program.



Via email: [board@svbgsa.org](mailto:board@svbgsa.org)  
20 June 2025

To: Chair and Directors, Salinas Valley Basin Groundwater Sustainability Agency (GSA)

Re: Code of Conduct Values

Chair Cremers:

The Code of Conduct (Code) was enacted in August 2024 and per staff reports, the last of the persons who were required to sign it finally did so in early 2025. This comment letter reflects on the “values” section of the Code.

All Directors, Alternates, and members of the various Committees have agreed to uphold the following values (emphasis added):

1. Recognize the worth of individual Directors and Committee members and appreciate their talents, perspectives, and contributions.
2. Help to create an atmosphere of respect and civility where Directors, Committee members, staff, and the public are free to express their ideas and work together to their full potential.
3. Conduct my personal business and public affairs with honesty, integrity, fairness, and respect for others.
4. Keep the common good as my highest purpose and focus on achieving constructive solutions **for the public benefit**.
5. **Avoid and discourage conduct which is divisive or harmful to the best interest of Agency.**
6. Treat all people in a manner in which I wish to be treated.

The value on which this comment focuses is the fifth, the avoidance of divisive or harmful conduct. While the Values are aspirational for all who come before or interact with the GSA, adherence to such Values is mandatory for those who signed the Code.

Several recent meetings of the Directors and/or Supervisors of the Monterey County Water Resources Agency (WRA) reveal the wisdom of and need to honor the Code<sup>1</sup>. The underlying dynamic is the tension of what may be colloquially understood as “two hats.” An individual may be an elected or appointed decision-maker of the WRA and also subject to the GSA’s Code by virtue of their

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<sup>1</sup> The present partnership and close working relationship among staff of the two entities is, in stark contrast, functional and respectful per all indications from either/both entities’ public facing information.

role on the GSA board or a committee. When on a WRA dais, he wears the WRA hat and when on a dais or committee for the GSA, a GSA hat.

It is not forbidden or unlawful to cleave to the WRA. But if that strong allegiance prevents one from doing the best for the public benefit (a GSA value) and focus instead on a specific industry or “constituent” cohort (a potential dynamic given the structure of the WRA Board and its Supervisors), a “two hat” WRA individual needs to formally eschew the other hat, i.e., resign from a GSA role. Such person, of course, is not penalized and remains a member of the public who can continue to provide helpful or critical input to the GSA.

Recent WRA meetings include a publicly stated desire by a “two hat” person to modify the relationship between the WRA and GSA, in what sounded like veto power over the GSA and questioned whether the GSA was using the correct data, even though that data came from and had been historically collected and administered by the WRA and conformed to the state requirements. The crux of the comments, according to that Director, stemmed from personal involvement with wells and lands in the critically over drafted 180/400 basin, i.e., the antithesis of focusing on the public benefit the GSA’s Code requires. Such public comments from those with authority at its sister agency can be divisive and unhelpful to the GSA in meeting especially its critical short-term goal of bringing the 180/400 basin into something close to its sustainable yield. The longer-term goals of collecting data and understanding those parts of the Valley less studied (i.e., various basins other than the Pressure/180/400 basin) are equally important and should not be indirectly undermined by advocating for a specific cohort rather than for the “public benefit” while wearing “the other hat.”

That an individual (whomever, with whatever title or role) is antagonistic to SGMA or is insufficiently knowledgeable about SGMA is itself unremarkable, but an individual subject to the Code has no right to use their “other hat” to frustrate or counter the GSA’s progress towards solutions for the public benefit while remaining in a GSA role. The specific or subjective intent or motivation is not relevant – what matters is if a “two hat” person uses their non-SGMA hat to undermine the GSA’s progress towards solutions that benefit the public. The Code is tailor-made to thwart such conduct. It’s not a moral issue, but a compliance one, similar to the Brown Act and internal rules (Rosenberg’s Rules at the GSA and Robert’s elsewhere). Under the Brown Act, a bone fide error or misstep does not equate to liability, but a need to correct the flub (sometimes a “do over”). The same should apply to the Code: a violation does not equate to liability but requires public corrective action.

At this critical time with decisions and events expected in mere months<sup>2</sup>, transparency and process remain paramount. Any conflicts (actual, perceived,

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<sup>2</sup> Several members of the public and even GSA Directors recently spoke of an “18 month” deadline, perhaps referencing the very last day per statute that DWR may issue

Chair Cremers, SVBGSA  
20 June 2025

structural, regulatory) are to be identified and resolved, rather than overlooked. All opinions and views should continue to be shared and encouraged, but all attempts to use one's "other hat" to create or encourage division or impediments to the GSA's progress should be highlighted and appropriate corrections or remedies pursued.

Very truly yours,

*Thomas S. Virsik*

Thomas S. Virsik

cc: Piret Harmon, [harmonp@svbgsa.org](mailto:harmonp@svbgsa.org)  
Reed Gallogly, [galloglyrw@co.monterey.ca.us](mailto:galloglyrw@co.monterey.ca.us)  
Chair LeBarre (via clerk, [WRAPubliccomment@co.monterey.ca.us](mailto:WRAPubliccomment@co.monterey.ca.us))  
Ara Azhderian, [AzhderianA@countyofmonterey.gov](mailto:AzhderianA@countyofmonterey.gov)  
Kelly Donlon, [DonlonKL@co.monterey.ca.us](mailto:DonlonKL@co.monterey.ca.us)

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its review of the 180/400 periodic evaluations, apparently without considering other information, comments, and updates in the public sphere.



# Salinas Basin Water Alliance

*"Preserve and Protect Salinas Valley Water"*

July 3, 2025

**VIA ELECTRONIC MAIL — MCWATER@COUNTYOFPONTEREY.GOV**

Monterey County Water Resources Agency  
Board of Directors  
c/o Clerk of the Board  
1441 Schilling Pl., North Bldg.  
Salinas, CA 93901

**RE: Concerns Regarding Monterey County Water Resources Agency's April 2025 Update to Historic Benefits Assessment of Water Infrastructure Projects for Salinas Valley**

Dear Mr. Azhderian and Honorable Directors:

The Salinas Basin Water Alliance ("Alliance") is a California nonprofit mutual benefit corporation formed to preserve the viability of agriculture and the agricultural community in the greater Salinas Valley. Alliance members include agricultural businesses and families that own and farm more than 80,000 acres within the Salinas Valley. To that end, the Alliance has a significant interest in the long-term sustainability of the water supplies in the Salinas Valley, supports the integrated and equitable management of both surface and groundwater resource to achieve sustainability, and has diligently worked with the Monterey County Water Resources Agency ("Agency") and other stakeholders to achieve these critical goals.

We submit these comments to express our concerns regarding the Agency's April 2025 Update to its Historic Benefits Assessment of Water Infrastructure Projects for Salinas Valley ("HBA Update"). Specifically, the HBA Update does not accurately reflect the proportional benefits/burdens of the operation of the Agency's water infrastructure projects across all users in the system and contains a variety of technical issues. Accordingly, the Alliance respectfully requests the Agency revise the HBA Update to address the Alliance's concerns as articulated in the questions and comments provided in this letter.

Bengard Ranch  
Boutonnet Farms  
Christensen &  
Giannini  
Cooper Land Corp.  
D'Arrigo Bros.  
Dole Fresh  
Vegetables  
Fontes Farms  
General Farm  
Investment  
Higashi Farms  
Huntington Farms  
Lanini Family  
Merrill Farms  
Norcal Harvesting  
Nunes Vegetables  
Ocean Mist Farms  
Panziera Ranches  
Pedrazzi Farms  
Queen Victoria  
Farms  
R.C. Farms  
Secondo Farms  
Scattini Family LP  
Springfield Farms  
Sunberry Growers  
Sunset Farms  
Tanimura & Antle  
The Tottino Group

**I. The HBA Update must reflect an accurate accounting of the proportional benefits and burdens of the Agency’s Water Infrastructure Projects.**

*A. The Agency should evaluate water infrastructure project benefits individually*

1. The analysis should consider the various components of the Salinas Valley Water Project—i.e., the reservoirs, CSIP, the rubber dam—separately.
  - a) The HBA Update states: “ESUs in the northwest part of the Basin (ESUs 1 through 4) experienced little effect from the Projects until 1998 when CSIP started operating. For instance, in ESU-3, the Projects resulted in less than a foot of groundwater level increase by the end of WY 1997, with substantial impact starting in WY 1998 when CSIP came online.” This begs the question—how much did ESUs 1 through 4 pay for operation of the reservoirs without experiencing corresponding water supply benefits?
  - b) This analysis is required as the Agency may consider projects in the future that only pertain to a component of the Project, which may only benefit certain portions of the Valley.
  - c) Benefits pre-1998 should be modeled and analyzed in comparison to benefits post-1998. This would equitably identify which areas of the basin benefited during the respective time periods.
2. Alternatively, the HBA Update should compare costs paid by each of the ESUs since construction of the reservoirs, compared to the benefits each ESU received.

*B. The Agency should reevaluate its criteria for assessing Well Replacement Benefits*

1. The Well Replacement Benefit criteria skews the assessment of economic benefits associated with the dams. The criteria should be modified to account for the value of the added water supply from the dams—in other words, what benefit is derived from having dry season flows in each of the ESUs?
  - a) The HBA Update should account for the Forebay / Upper Valley (FB/UV) groundwater level benefits of not having to drill deeper wells because of reservoir release recharge.
    1. In 2017, the Salinas Valley Water Coalition filed a complaint against the Agency and alleged the following: “[T]he groundwater aquifer in the Upper Valley is shallow, narrow, and tight against the Salinas River and, according to the Agency, at most receives minor subsurface inflow contributions from the upper Salinas Basin in San Luis Obispo County. That means Upper Valley

Subarea wells are more directly and immediately affected by the Agency's reservoir release operations than wells located farther downstream in the Valley, where the groundwater aquifer system is deeper, broader and holds far more groundwater in subterranean storage to buffer against cuts or delays in the historic pattern of reservoir recharge releases." This value for the FB/UV should be included in the HBA Update.

2. In section 3.1.2 in the HBA Update's discussion of "Avoided well construction / replacement costs," there is no distinction between well replacement and well deepening. The report asserts that "declines in groundwater head and storage have the potential to negatively affect the ability of groundwater wells to operate, particularly when head falls below the bottom of a well's intake screen or within the impact zone between the top and bottom of the screen." However, when this occurs, well deepening should have been included and analyzed as an option, as opposed to restricting analysis to well replacement only.
3. In ESU 3, the Agency does not specify how much of the "avoided replacement" of wells benefit is due to CSIP's in-lieu water distribution to 12,000 acres. The HBA draft cites 26 wells as avoiding replacement in ESU 3 but if those wells occurred specifically in the CSIP area, landowners already pay for this benefit fees via Zone 2B fees.
4. Conversely, the remainder of ESU 3 outside CSIP has seen a large increase in new Deep Aquifer wells, which explicitly do not avoid "costs from reduced agricultural pumping and pumping lift." On the contrary, their pumping lift costs are higher than all other wells. However, ESU 3 has still been assigned a disproportionately high value for its supposed Well Replacement Benefit.

*C. The Agency should distribute Flood Protection Benefits equally across economic sectors and demographics*

1. In FSUs 2-7 (Pressure and East Side Areas):
  - a) There are 10,749 structures; 8,813 of these are considered residential (82%).
  - b) Total structural, contents of buildings, and vehicle avoided flood damages of \$202,216,000.
  - c) Avoided crop damage in 2017 of \$2,173,000.
  - d) Land cleanup costs of \$3,044 per acre.

2. In FSUs 8-12 (Forebay and Upper Valley Areas):
  - a) There are 6,325 structures; 5,461 of these are residential (86%).
  - b) Total structural, contents of buildings, and vehicle avoided flood damages of \$8,302,000.
  - c) Avoided crop damage in 2017 of \$1,942,000.
  - d) Land cleanup costs of \$4,025 per acre.
3. Although there is considerably more agricultural acreage than residential acreage in the Salinas Valley, 74% of structural, contents of buildings, and vehicle avoided flood damages are residential. Whereas avoided agricultural losses are about the same in the North as in the South, the North misleadingly appears to receive more flood protection benefits than the South, because most of the avoided damage is to structure, etc., (which is predominantly residential). Given the precise geographic concentration of structures in the Salinas Valley cities, perhaps each valley city should each be given their own FSU to more equitably assess and distribute the economic benefits of flood protection.
4. In addition to questions of benefit formulation, how did the Agency calibrate the estimated total of \$9,563,000 of vehicle damage over the 51-year period? Vehicles tend to be portable, a quality that calls into question this level of loss. During the flood of 2023, the worst flood since 1995, the Alliance does not recall any vehicles lost.
5. Finally, the study does not analyze the benefit value of avoidance of environmental loss due to flood damage. This is a general public good that should be assessed and distributed valley-wide across the general public.

*D. The Agency must re-evaluate its assessment of reduced seawater intrusion crop yield losses*

1. The HBA draft outlines crop impacts due to decreased seawater intrusion in the range of \$21.7M to \$86.9M. The Agency will need to quantify this benefit with more care and precision moving forward with this HBA draft and ensure it is not relying on flawed analysis assuming seawater intrusion risk alone is responsible for production changes as opposed to other economic factors that result in similar outcomes.
2. The framework for the HBA double counts CSIP benefits without replacing the existing funding mechanisms and fees that stakeholders already pay for those project benefits outside of the SVWP. On page 18 of the HBA Update discussing the impacts of reduced seawater intrusion on agricultural productivity, the report states that such “impacts could range from \$21.7 to \$86.9 M over the 51-year analysis period . . . . Most of this benefit

largely accrued to growers beginning in 1998, coinciding with deliveries of recycled water from CSIP.” The report itself acknowledges that the benefit specifically and mostly accrued to the acreage within the CSIP delivery area itself, as opposed to a blanket benefit to ESU 3 in general. Acreage that was previously laboring along with salty wells and was unable to grow lettuces, suddenly could grow lettuces, etc., due to receiving the CSIP delivered water. This benefit was paid for and is being paid for via Zone 2B fee. If the Agency folds it into the SVWP, it must assess the entire area for CSIP and replace existing funding structures.

*E. Environmental benefits*

The HBA Update provides no assessment of value derived from environmental/biological flows despite the fact that County water infrastructure is being used to “ensure adequate instream flows in the Salinas River for wildlife migration and habitat.” Wildlife migration and habitat are a public good, as evidenced by the number of agencies and sheer body of law and regulation the government devotes to their protection. As the County’s water infrastructure is partially being operated on behalf of species and habitat due to the general public good assigned to them, the general public needs to be assessed for this cost, as this benefit is not being carried out for the sole good of the landowners and homeowners of the Salinas Valley.

*F. The Agency should include water reliability and crop improvement as an additional economic benefit*

1. While the HBA assesses benefit of increased water quality in the Pressure / 180/00 Subbasin, it fails to assess the economic benefit of improved crop quality and crop yields in the FB/UV due to improved water quality from consistent river recharge from reservoir releases. Page 12 of the HBA Update acknowledges that “the reservoirs could be expected to have positive effects on groundwater quality in the Basin because of increased recharge in the riparian area [but that impacts on groundwater quality] are not valued as part of the economic assessment.”
2. Additionally, the HBA Update fails to assess the economic benefit of improved reliability in ground water supply in the FB/UV from river recharge from reservoir releases. This extends the potential growing season of the FB/UV, extends groundwater recharge into dry years due to reservoir storage, keeps shallow FB/UV aquifers topped up through the growing season due to consistent releases, all resulting in the ability to farm an area more intensively and with reliability than would otherwise be possible, in effect eliminating the impact of dry years.
3. Conversely, the HBA Update fails to assess the overall impact on the Salinas River of more intensive farming in UV/FB. According to historic Agency data, consistent pumping in the

UV/FB corresponds with more than 70% of river discharge losses occurring between the Bradley and Gonzales gauges on the Salinas River. This has an impact on the so-called benefits afforded to other ESUs, including groundwater recharge and well drilling in the North.

## II. The HBA Update contains a variety of modeling issues that must be addressed.

- A. *The Salinas Valley Integrated Hydrologic Model (“SVIHM”), which was used to determine hydrologic benefits, is seriously flawed. Furthermore, a provisional version of this flawed model was used for the HBA Update, which is also seriously flawed.*
1. Tile drains:
    - a) Agricultural tile drains are known to exist only in the northern, coastal areas of Salinas Valley (i.e., they are not widespread across the entire valley).
    - b) However, SVIHM contains drain boundary conditions in **every cell** of model layer 1.
    - c) There are also drain boundary conditions in the south and valley margins in layers 7, 8, and 9, which are deep underground and below the aquifer(s).
    - d) It appears that water removed from the subsurface by these drain boundary condition cells may become surface flow or used to meet water demand, but that is not certain.
    - e) Therefore, although the model appears to be “calibrated,” it is “right” for the wrong reasons and will need to be fixed and recalibrated (M&A).
    - f) The HBA scenarios will need to be re-run with the revised, recalibrated model.
  2. Stream channel geometry:
    - a) Much if not most of the stream channel bottoms in SVIHM are at elevations far above the land surface.
    - b) It is unknown what impact this error has on model results and calibration, which renders model results unreliable.
  3. Finally, there are several additional flaws in SVIHM, which render the results highly uncertain.
- B. *The HBA Update states that modeled groundwater levels are high enough in many places that crops are able to access groundwater directly via their roots, thereby reducing groundwater pumping. Table 3.2 illustrates the increase in drain discharge associated with projects. Overall net recharge appears very low due to the increase in drain discharge.*
1. The high modeled groundwater elevations likely caused the USGS to improperly include the drain boundary condition cells.

2. The process of direct use of groundwater by crops (similar to phreatophytes/riparian vegetation) is not known to occur in Salinas Valley. Such high water levels would ruin most crops (which is the reason growers sometimes use real tile drains!).

In conclusion, although no model or formula is perfect, the HBA draft contains a considerable amount of contradiction and inaccuracy. Accordingly, the Alliance respectfully requests that the Agency revise the HBA Update to address these questions and concerns regarding the allocation of benefits and burdens of the Agency's Water Infrastructure Projects and address the modeling flaws in the SVIHM to reach a more accurate calculation of hydrological and economic values. We look forward to working with you to accomplish a more reliable and equitable framework to fund the vital projects in our Valley for decades to come.

Respectfully submitted,



Christopher Bunn

President, Salinas Basin Water Alliance

**From:** [Gonzales, Eva](#)  
**To:** [Azhderian, Ara](#); [Deidre Sullivan \(DeidreSullivan5@gmail.com\)](#); [Donlon, Kelly L.](#); [Jason Smith \(jason.smith@smithfamilywines.com\)](#); [John Baillie \(john@celeryhearts.com\)](#); [Jon Conatser](#); [Kenneth O. Ekelund \(ken@carmelcaninesports.com\)](#); [Mark Gonzalez \(markgonzalez51@gmail.com\)](#); [Matt Simis](#); [Mike LeBarre \(mlebarre@kingcity.com\)](#); [Mike Scattini \(scat461@aol.com\)](#); [Murray, Shaunna L.](#)  
**Cc:** [Fenley, Jessell M.](#)  
**Subject:** FW: Revised Perspective on the San Antonio Spillway Replacement — A Data-Driven Commitment to Safety  
**Date:** Tuesday, July 8, 2025 8:24:00 AM  
**Attachments:** [20250703 - San Antonio Reservoir Spillway Failure Risk.pdf](#)

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Good morning, Directors,

I hope this email finds you well, attached for your review is public comment email (below)/attachment received.

Thank you & have a great rest of your week,



*Eva Gonzales, Senior Secretary – Confidential*  
**Monterey County Water Resources Agency**  
1441 Schilling Place, North Building, Salinas, CA 93901  
Contact: 831.788.3309 or [gonzalesel@countyofmonterey.gov](mailto:gonzalesel@countyofmonterey.gov)  
Website: [www.mcwater.info](http://www.mcwater.info)

---

**From:** Bill Lipe <[william.o.lipe@gmail.com](mailto:william.o.lipe@gmail.com)>  
**Sent:** Thursday, July 3, 2025 11:29 PM  
**To:** MC Water <[OfficeAssistantII@countyofmonterey.gov](mailto:OfficeAssistantII@countyofmonterey.gov)>  
**Cc:** [Azhderian, Ara <AzhderianA@countyofmonterey.gov>](#); [Murray, Shaunna L. <MurraySL@countyofmonterey.gov>](#)  
**Subject:** Revised Perspective on the San Antonio Spillway Replacement — A Data-Driven Commitment to Safety

[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 Director Ekelund and Members of the Monterey County Water Resources Agency Board,

For years, I've opposed the San Antonio Reservoir spillway replacement — not casually, but from a position of concern about cost, precedent, and its perceived linkage to the Interlake Tunnel. My stance has always been rooted in a commitment to public trust, fiscal prudence, and integrity in infrastructure planning.

But I've also come to believe that courage and honesty demand a re-evaluation when the evidence changes — or when we're finally ready to look at the whole picture.

### Technical Clarity Over Assumption

Recently, I used @grok to run a detailed analysis of the reservoir's capacity to pass the Probable Maximum Flood (PMF) with the current, broken spillway. The results, paired with

your team's thoughtful guidance and open dialogue, have been humbling.

Here are the key findings from that work:

- **The PMF is projected to bring inflows between 120,000 and 240,000 acre-feet**, based on sustained flows of at least 20,000 cfs over 3–6 days.
- **Current outlet works (2,200 cfs)** can release only 13,000–26,000 acre-feet in that time frame.
- **Available storage (83,750 acre-feet)** under the winter rule curve leaves us short — dangerously so.
- **Combined capacity tops out at roughly 109,750 acre-feet**, well below even the low-end PMF estimate.
- **The original spillway was designed for 35,400 cfs**, and without it, DSOD compliance simply isn't achievable.

The risk of overtopping and dam failure isn't theoretical. It's mathematically inevitable under extreme conditions, and that risk, to me, is unacceptable.

## On the Tunnel Concern

My opposition was never to dam safety — it was to the fear that a new spillway would quietly greenlight the Interlake Tunnel. That concern was valid in past contexts, when the two were more entwined.

However, after direct assurance from GM Azhderian and seeing the project clearly delineated in scope, I now accept — and support — the spillway replacement as a **standalone safety imperative**.

## Integrity Means Admitting When the Math Wins

What changed my mind wasn't politics. It was the data. It was @grok's cold calculations. And it was the thoughtful, principled counsel from Director Ekelund and GM Azhderian that helped separate this decision from everything it used to be tied to.

That's what leadership looks like. And it's what I intend to model now by standing behind this project.

## Path Forward

I respectfully support the following:

- **Immediate Repair of the Spillway:** To restore DSOD compliance and protect lives downstream.
- **Clear Documentation of Project Separation:** Maintain a transparent and permanent record that this replacement is unrelated to the Interlake Tunnel.

- **Continued Public Engagement:** Keep the community informed and involved so that consent is not implied — it's active.

Thank you for your patience, diligence, and commitment to safeguarding Monterey County. I stand ready to support this project, not as a concession, but as a recalibrated act of service rooted in responsibility, courage, and the humility to change course when the facts require it.

Sincerely,  
Bill Lipe

Salinas, 93908

**From:** [Gonzales, Eva](#)  
**To:** [Mike LeBarre](#); [Matthew Simis](#); [Lopez, Christopher M.](#); [Church, Glenn](#); [Azhderian, Ara](#); [Deidre Sullivan \(DeidreSullivan5@gmail.com\)](#); [Jason Smith \(jason.smith@smithfamilywines.com\)](#); [John Baillie \(john@celeryhearts.com\)](#); [Jon Conatser](#); [Kenneth O. Ekelund \(ken@carmelcaninesports.com\)](#); [Mark Gonzalez \(markgonzalez51@gmail.com\)](#); [Mike Scattini \(scat461@aol.com\)](#); [Murray, Shaunna L.](#)  
**Cc:** [100-District 2 \(831\) 755-5022](#); [100-District 3 \(831\) 385-8333](#); [Donlon, Kelly L.](#); [Fenley, Jessell M.](#)  
**Subject:** FW: Request for Electronic Distribution of Public Comment to Leadership Committee  
**Date:** Wednesday, July 16, 2025 4:42:00 PM  
**Attachments:** [20250715 - General Public Comment for the MCWRA Joint Supervisor Director Leadership meeting.pdf](#)

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Good afternoon, JBL Committee members/ MCWRA Board of Directors,

I hope this email finds you well, please see public comment received.

Thank you & have a great rest of your day,



*Eva Gonzales, Senior Secretary – Confidential*  
**Monterey County Water Resources Agency**  
1441 Schilling Place, North Building, Salinas, CA 93901  
Contact: 831.788.3309 or [gonzalesel@countyofmonterey.gov](mailto:gonzalesel@countyofmonterey.gov)  
Website: [www.mcwater.info](http://www.mcwater.info)

---

**From:** Bill Lipe <[william.o.lipe@gmail.com](mailto:william.o.lipe@gmail.com)>  
**Sent:** Wednesday, July 16, 2025 4:27 PM  
**To:** ClerkoftheBoard <[cob@countyofmonterey.gov](mailto:cob@countyofmonterey.gov)>; MC Water <[OfficeAssistantII@countyofmonterey.gov](mailto:OfficeAssistantII@countyofmonterey.gov)>  
**Cc:** Azhderian, Ara <[AzhderianA@countyofmonterey.gov](mailto:AzhderianA@countyofmonterey.gov)>; 100-District 5 (831) 647-7755 <[District5@countyofmonterey.gov](mailto:District5@countyofmonterey.gov)>  
**Subject:** Request for Electronic Distribution of Public Comment to Leadership Committee

[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 Boards,

I respectfully request that the attached public comment letter, submitted in connection with the July 17, 2025 Joint Leadership Committee Meeting of the Monterey County Board of Supervisors and the MCWRA Board of Directors, be electronically distributed to all members of the Committee.

While the agenda indicates that public comments were due by July 12, I note that the video and transcript of the July 9 workshop were not made publicly accessible until July 16. My comment reflects observations and analysis based directly on those materials and is intended to help inform the Committee's understanding of what transpired at that meeting.

Thank you for your attention to this request and for ensuring that this correspondence is made available to the full Leadership Committee.

Sincerely,

Bill Lipe  
Resident in the 180/400, 93908  
Monterey County

## **General Public Comment Letter**

**Submitted by: Bill Lipe**

**Resident in the 180/400 subbasin, Monterey County**

**Date: July 17, 2025**

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### **To the Members of the Joint Water Resources/Board of Supervisors Leadership Committee:**

Before addressing the substance of this comment, I would like to acknowledge a procedural concern. According to the meeting agenda, public comments were due by 5:00 PM on Friday, July 12, 2025. However, the transcript and video from the July 9, 2025 public workshop were not made publicly accessible until the morning of July 16. I want to thank the MCWRA staff for making these materials available. Given the timing, I respectfully ask that this comment be distributed electronically to all members of the Leadership Committee, as it contains firsthand observations of a discussion many of you were not present for.

### **The HBA 2025 Is Not an Update—It's a Redirection**

It was made clear in the July 9 meeting that the current Historic Benefits Assessment does not build on the 1998 version, but rather replaces it—without addressing or acknowledging some of the most critical hydrologic evidence. The 1998 HBA quantified major impacts: over 230,000 acre-feet of seawater intrusion, dozens of wells lost, and a measurable inland advance of saltwater. These facts do not appear in the new report, and no explanation was provided as to why such foundational data was excluded.

To underscore the importance of this point, the 1998 HBA clearly stated that, without the reservoirs, seawater intrusion would have been significantly worse. Specifically, it found that the absence of the reservoirs would have led to an *additional* 230,000 acre-feet of seawater intrusion between 1958 and 1994—raising the average rate by 7,000 acre-feet per year. That would have pushed the seawater intrusion front 6.5 miles inland, impacting nearly 5,000 more acres in the 180-foot aquifer and 1,200 more acres in the 400-foot aquifer, and necessitating the replacement of approximately 41 additional wells. That scale of benefit deserves full consideration.

This is not a minor oversight. Removing previously established data without technically disproving it eliminates the historical context necessary for understanding the full scope of benefits delivered by past water management infrastructure. That makes it harder to fairly assess benefit, investment, and responsibility.

## **Acknowledging the Limitations of the Seawater Intrusion Model**

It was acknowledged during the workshop that the model used in the 2025 HBA cannot directly simulate seawater intrusion—and that it was widely regarded as inadequate for that purpose. Despite this, the model is being used to evaluate projects whose primary purpose was, and remains, the control of seawater intrusion.

Better, calibrated seawater intrusion models already exist and are in use locally, including by public agencies. Choosing not to employ them raises concern about the validity of the HBA's conclusions, particularly those related to benefit distribution and historical project effectiveness.

## **Interconnected Projects Cannot Be Parsed Apart**

Comments from the workshop underscored that projects like CSIP function only through their connection to the broader water delivery and storage system. The ability to deliver surface water to the coast depends on diversions at the rubber dam, which in turn depend on releases from the upstream reservoirs.

CSIP did not, and could not, operate in isolation. Its success relies on the conjunctive use of surface and groundwater supplies—a chain that includes the reservoirs, Salinas River, rubber dam, and delivery infrastructure. Fragmenting these elements for the sake of narrow financial or legal arguments ignores how water actually moves and how the system was engineered to function. Remove any link, and the benefit disappears.

## **Valley-Wide Investment Already Happened—Twice**

Over the last several decades, the broader valley has invested significantly in shared water infrastructure. The construction of the reservoirs and, later, the CSIP and SRDF systems were region-wide undertakings. These efforts were funded with valley-wide participation, yet their most direct benefits have been to coastal lands reliant on surface water delivery to curb aquifer overdraft and seawater intrusion.

And still, the problem remains. That suggests that past investments were necessary, but not sufficient—and that future solutions will require meaningful engagement and leadership from those drawing directly from the overdrafted aquifers.

### **Observations from a Local Perspective**

As someone who lives and works in this valley, I believe the conversation must stay grounded in hydrologic fact and long-term regional equity. It was apparent at the workshop that some speakers aimed to minimize or compartmentalize benefits in ways that would reduce their future cost obligations. But that doesn't reflect how the infrastructure works—or how we got here.

The 2025 HBA should be evaluated with those realities in mind. Whatever the legal and financial considerations, the physical system demands recognition of its interdependence, and of the valley-wide investments already made.

Thank you for your attention and your commitment to thoughtful water governance.

Respectfully submitted,

Bill Lipe

Resident in the 180/400 subbasin

93908

Monterey County

# Monterey County Water Resources Agency



Ara Azhderian, General Manager | 1441 Schilling Pl., Salinas, Ca 93901 | (831) 755-4860

July 23, 2025

Cynthia Boe  
Chief Executive Officer  
Town Creek Association  
7444 Town Creek Lane  
Paso Robles, CA 93446

Dear Cynthia,

The Agency values its relationship with the Town Creek Association. Presently, the Association utilizes Agency property<sup>1</sup> to access the Nacimiento Reservoir on a month-to-month basis in accordance with Article 26 – Holding Over, of the 2019 Standard Lease Agreement executed between us.

During a recent inspection of the leased property, I noted with some concern and disappointment the presence of debris and trash on the property and, more importantly, the poor condition of Mussel Prevention Program signage lying in the dirt – see Attachment 1. The risk to the Agency from a mussel infestation is significant. With the recent introduction of the Golden Mussel heightening concerns, we expect all watercraft owners to take mussel prevention seriously and abide by the law.

The condition of the signage unfortunately suggests a indifference for the importance of the mussel prevention program and a disregard for the allowances the Agency continues to make, which aims to balance the risk the Agency faces with the desires of the watercraft community to continue utilizing our reservoirs for recreation. I trust the conditions witnessed recently are not indicative of the Association’s normal care of the Agency’s property and that upon my next visit, the property will be free of any debris and trash, and all signage will be clean, clearly visible, and strictly adhered to as part of the Association’s duty under the Lease<sup>2</sup>.

I trust the value held by the Agency for our long-standing relationship is shared by the Association and that appropriate and timely measures will be taken to remedy the concerns raised in this letter. To that end, and at your earliest convenience, I would appreciate a written reply of the actions taken, or

<sup>1</sup> APN 080-111-001-000 – “That portion of Nacimiento and adjacent undeveloped real property outlined and described in Exhibit A, as prepared by the LESSOR, dated December 2019, attached hereto and incorporated herein. The lease property is 60.4 acres.”

<sup>2</sup> Please see Articles 14 and 15, Exhibit B, Exhibit C, and Exhibit E.

The Water Resources Agency manages water resources sustainably,  
while minimizing impacts from flooding, for present and future generations.

proposed, so that we may share a common understanding. Additionally, per the Lease, please provide the Agency with an updated Certificate of Insurance. If, in the meantime, you would care to discuss these or any other matters pertinent to our lease, or schedule an in-person meeting, please feel free to contact me directly.

Respectfully,



Ara Azhderian  
General Manager

CC:

Faith Zenker  
Water Quality Manager  
Public Works, County of San Luis Obispo

Tom Shepherd  
Property Specialist  
Monterey County Water Resources Agency

ATTACHMENT 1



**AMENDMENT NO. 3 TO  
AGREEMENT FOR SERVICES  
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND  
QUINN COMPANY**

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

**WHEREAS**, CONTRACTOR entered into an Agreement for Services with the Agency on July 1, 2018; Amendment No. 1 on November 5, 2020; and Amendment No. 2 on May 17, 2022 (hereinafter, “Agreement”);

**WHEREAS**, the Agency has identified a continued need for preventative maintenance and repair on agency heavy equipment and rental(s) of equipment; and

**WHEREAS**, the Parties wish to amend the Agreement by revising Exhibit A – Scope of work, extending the term to June 30, 2028, revising Exhibit B – Fee Schedule, and a dollar increase of \$150,000.00 for a total contract amount not to exceed \$400,000.00 to continue providing services identified in the Agreement;

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

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

Employment of CONTRACTOR. Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A – REVISED, 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 – REVISED**

2. Amend Section 2, “**Term of Agreement**” to read as follows:

Term of Agreement. The term of this Agreement shall begin on **July 1, 2018** by CONTRACTOR and Agency, and will terminate on **June 30, 2028**, unless earlier terminated as provided herein.

3. Amend Section 3, “**Payment to CONTRACTOR**” to read as follows:

Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B - REVISED. The maximum amount payable to CONTRACTOR under this contract is **Four Hundred Thousand Dollars no cents (\$400,000.00)**.

Amendment No. 3 Quinn Company

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

*This space left blank intentionally*

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

**MONTEREY COUNTY WATER RESOURCES AGENCY**

DocuSigned by:  
*Ara Ayhderian*  
By: 1F482FFB49A2435...  
General Manager

Date: 6/20/2024 | 4:22 PM PDT

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

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

Date: 6/4/2024 | 11:21 AM PDT

**Approved as to Fiscal Provisions**

DocuSigned by:  
*Jennifer Forsyth*  
By: 4E7E657975454AE...  
Auditor-Controller

Date: 6/4/2024 | 2:42 PM PDT

**Approved as to Indemnity, Insurance Provisions**

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

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

**CONTRACTOR**

Quinn Company  
\*Contractor Business Name

By: *William Buchanan*  
(Signature of Chair, President or Vice President)

Its: ~~Scott Walter~~ William Buchanan, SVP  
(Print Name and Title)

Date: May 31, 2024

By: *Michelle Locke*  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: Michelle Locke, CFO  
(Print Name and Title)

Date: May 31, 2024

DocuSigned by:  
*Trent Hill*  
30922505678A4ED...  
Trent Hill

County of Monterey  
6/17/2024 | 12:13 PM PDT

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

## EXHIBIT A – REVISED

### **Scope of services:**

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Services provided under this Agreement include the short-term rental of heavy equipment and maintenance and repair of Agency owned heavy equipment.

Based on Agency need, heavy equipment may be rented by the day, week, or month. Current rental rates are included in Exhibit B. Future equipment rentals will be subject to market rates, not to exceed a 10% year to year increase.

Preventative maintenance and nonscheduled repair services will be provided on Caterpillar D5 Dozer, Caterpillar 420D, Caterpillar 320, Caterpillar 420E, Caterpillar 415, Doosan 50kW Generator, or other equipment as needed. Current labor rates are included in Exhibit B but future work will be quoted on an as needed basis and performed at market rates.

Preventative maintenance (PM) services will be scheduled and performed at the appropriate SMU (+/-50 SMU) as outlined in Caterpillars Operation & Maintenance Manual.

### **PM Services Include:**

1. All labor required to perform each PM service or inspection
2. All filters and fluids replaced with Caterpillar filters (where applicable) and fluids
3. Quinn Company S.O.S Fluids Analysis, with data interpretations and recommendations
4. Condition monitoring utilizing machine inspections, ECM data, repair history and S.O.S Fluids Analysis
5. Caterpillar machines -Quinn Company will purchase and install Product Link at no charge, if not installed at the factory and provide free access to Vision Link. If CSA agreement is terminated by either party or renewed, Quinn Company reserves the right to remove the unit, if provided by Quinn Company as mentioned above. However, the customer will have the option to keep the Product Link unit and pay associated Vision Link fees.
6. Agco tractors -Quinn Company will supply all labor associated with the install of AGCOMMAND at no charge, if not already installed at the factory, provided the customer purchases the AGCOMMAND unit and pays associated monthly fees
7. Complete "walk-around" Machine inspection, with written report provided during each PM service.
8. Provide EPA-approved disposal of waste oil, coolant and filters. Complete DTSC-required Documentation.

### **PM Services Exclude:**

1. Any scheduled or unscheduled repairs except what is included in the CSA agreement

Amendment No. 3 Quinn Company

2. Any repairs other than routine preventative maintenance as specified in the Operation and Maintenance Manual for the specific machine. Replacement of air filters, cab filters and A/C system parts are not included
3. Machine or preventative maintenance problems caused by operator error, abuse, vandalism, negligence, including failures or problems caused by improper machine maintenance not performed by Quinn Company
4. No party to this agreement shall be held responsible for delays or failure in performance resulting from circumstances beyond reasonable control, including but not limited to: labor strikes, material shortages or natural disasters
5. Either party may cancel this agreement with a thirty (30) day written notice in the event of an early cancellation, Quinn Company will audit all payments received against actual services performed. An invoice or credit will be issued to the customer to balance the agreement for services performed (applies to pre-paid agreements only).
6. State and local taxes are not included in the agreement price
7. Travel time, mileage and stand-by time will be billed separately if the machine is not available for PM services at the scheduled time

**PM Customer responsibilities:**

1. Daily, weekly or as "required" PM services, unless noted in the Special Provisions section of this agreement
2. Make equipment available at a reasonable working location within Quinn Company's service territory during normal working hours (Mon. - Fri., 7am - 5pm), unless noted in the Special Provisions section of this agreement
3. Have the machine in "Ready to services" condition when PM service is scheduled
4. Provide all daily make-up fluids (oil, coolant, fuel and grease) that meet recommended Caterpillar specifications
5. Perform all external cleaning of the machine
6. Timely notification about any maintenance problems experienced with the machine

## EXHIBIT B – REVISED FEE SCHEDULE



### *Labor Rates - Salinas*

March 4, 2024

Construction Rates	Straight Time	Overtime	Premium Time	AG Rates	Straight Time	Overtime	Premium Time
<b>Construction</b>				<b>SHP - LABOR</b>			
ARM - LABOR-ARM WELD	\$125.00	\$187.50	\$250.00	02	\$172.00	\$258.00	\$344.00
SHP - LABOR	\$192.00	\$288.00	\$384.00	72	\$172.00	\$258.00	\$344.00
FLD - LABOR-EM	\$220.00	\$330.00	\$440.00	<b>FLD - LABOR</b>			
WLD - LABOR-WELD	\$185.00	\$277.50	\$370.00	02	\$194.00	\$291.00	\$388.00
WLF - LABOR-WELD	\$208.00	\$312.00	\$416.00	72	\$194.00	\$291.00	\$388.00
				<b>WLD - LABOR-WELD</b>			
				02	\$160.00	\$240.00	\$320.00
				72	\$160.00	\$240.00	\$320.00
				<b>WLF - LABOR-WELD</b>			
				02	\$182.00	\$273.00	\$364.00
				72	\$182.00	\$273.00	\$364.00

**Fee Schedule**

**Rental Quote**

**Quote D25165**



1300 ABBOTT ST, SALINAS, CA 93901  
 SALINAS Ph: 831-758-8800 Fax: 831-758-8583

Date Out: **04/01/2024 Mon 07:00 AM**  
 Est. Date In: **04/28/2024 Sun 07:00 AM**

Jobsite:  
 Contact: **CHARLES LINGENFELTER**  
 Phone: **831 682 5961**  
**P O BOX 930**  
**SALINAS, CA**  
**93901**

Customer: **439701**  
 Bill to: **MONTEREY CO WATER RESOURCES**  
**ATTN ACCOUNTS PAYABLE**  
**P O BOX 930**  
**SALINAS, CA 93901**

Signed By: **PETER**  
 Order By: **CHARLES LINGENFELTER**

Written By: **Peter Stuhmiller**  
 Sales Rep: **STEVEN SHOOK**  
 PO #:

QTY	DESCRIPTION	DAY	WEEK	4WEEK	TOTALS
-----	-------------	-----	------	-------	--------

**Rental Items**

1	840-4200 2000 GAL WATER TRUCK THIS VEHICLE USES "CLEAR DIESEL" ONLY. CUSTOMER IS RESPONSIBLE FOR ANY FEES, PENALTIES, DAMAGES, LOST RENTAL TIME, PARTS AND LABOR ASSOCIATED WITH THE USE OF RED DYED FUEL.	\$484	\$1,630	\$3,670	3,670.00
1	840-4400 4000 GAL WATER TRUCK THIS VEHICLE USES "CLEAR DIESEL" ONLY. CUSTOMER IS RESPONSIBLE FOR ANY FEES, PENALTIES, DAMAGES, LOST RENTAL TIME, PARTS AND LABOR ASSOCIATED WITH THE USE OF RED DYED FUEL.	\$630	\$2,520	\$6,615	6,615.00
1	200-0405 DOZER D2/D4K	\$770	\$2,765	\$7,700	7,700.00
1	200-0505 DOZER D3/D5K	\$690	\$2,580	\$7,100	7,100.00
1	200-0605 DOZER D4/D6K	\$625	\$2,500	\$6,800	6,800.00
1	100-3100 BACKHOE 420	\$489	\$1,530	\$3,360	3,360.00
1	100-4500 BACKHOE 450	\$560	\$2,040	\$5,100	5,100.00
1	740-5400 SKIP LOADER 415 IL	\$375	\$1,260	\$2,835	2,835.00
1	120-6690 EXCAVATOR 315	\$700	\$2,360	\$6,900	6,900.00
1	120-6800 EXCAVATOR 320/320 GC	\$865	\$2,950	\$8,100	8,100.00

**Exhibit B - REVISED  
Fee Schedule**

**Rental Quote  
Quote D25165**



Date Out: **04/01/2024 Mon 07:00 AM**  
Est. Date In: **04/28/2024 Sun 07:00 AM**

1300 ABBOTT ST, SALINAS, CA 93901  
SALINAS Ph: 831-758-8800 Fax: 831-758-8583

Jobsite:  
Contact: **CHARLES LINGENFELTER**  
Phone: **831 682 5961**  
**P O BOX 930**  
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**SALINAS, CA 93901**

Written By: **Peter Stuhmiller**  
Sales Rep: **STEVEN SHOOK**  
PO #:

Signed By: **PETER**  
Order By: **CHARLES LINGENFELTER**

QTY	DESCRIPTION	DAY	WEEK	4WEEK	TOTALS
<b>Rental Items</b>					
1	350-3213 EXCAVATOR 325	\$1,000	\$3,175	\$9,380	9,380.00
1	740-2990 COMPACT TRACK LOADER 299	\$600	\$1,975	\$4,940	4,940.00
1	740-2790 COMPACT TRACK LOADER 279	\$485	\$1,600	\$4,200	4,200.00
1	740-2890 COMPACT TRACK LOADER 289	\$495	\$1,665	\$4,475	4,475.00
1	840-2700 3 YD DUMP TRUCK	\$450	\$1,020	\$2,639	2,639.00
1	840-2800 5 YD DUMP TRUCK	\$450	\$1,470	\$3,475	3,475.00
1	840-2900 10 YD DUMP TRUCK THIS VEHICLE USES "CLEAR DIESEL" ONLY. CUSTOMER IS RESPONSIBLE FOR ANY FEES, PENALTIES, DAMAGES, LOST RENTAL TIME, PARTS AND LABOR ASSOCIATED WITH THE USE OF RED DYED FUEL.	\$610	\$2,350	\$6,425	6,425.00
1	800-3700 500 GALLON WATER TRAILER	\$150	\$400	\$930	930.00
1	110-7025 CAT 950 4.25 YD LOADER	\$900	\$3,200	\$8,000	8,000.00
1	110-7035 WHEEL LOADER 926 2.5YD	\$715	\$2,250	\$6,275	6,275.00

**Exhibit B - REVISED  
Fee Schedule**

**Rental Quote  
Quote D25165**



Date Out: **04/01/2024 Mon 07:00 AM**  
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Written By: **Peter Stuhmiller**  
Sales Rep: **STEVEN SHOOK**  
PO #:

Signed By: **PETER**  
Order By: **CHARLES LINGENFELTER**

QTY	DESCRIPTION	DAY	WEEK	4WEEK	TOTALS
<b>Rental Items</b>					
1	110-7050 WHEEL LOADER 938 3.5 YD	\$850	\$2,850	\$7,200	7,200.00
1	140-3020 COMPACTOR, SINGLE DRUM 84" CS56	\$650	\$2,260	\$6,025	6,025.00
1	140-3520 COMPACTOR, PADFOOT 84" CP56	\$600	\$2,150	\$6,500	6,500.00
<b>Miscellaneous Items</b>					
1	ENV REC FEE (T)		2.50 %		3,216.10
	State 7.25% County 0.5% City 1.5% Total Tax: 9.25%				12,197.06
<b>Total:</b>				<b>144,057.16</b>	

**QUOTE**

**AGREEMENT AND ACKNOWLEDGEMENT**

The undersigned warrants, represents, and agrees on behalf of the customer ("Customer"): (1) that the undersigned has authority to contract for Customer; (2) that the lease of the equipment listed above ("Equipment") by Quinn Company, Quinn Company dba Quinn Power Systems and Quinn Rental Services or by Quinn Lift (collectively, "Quinn") to Customer shall be subject to all of the terms and conditions set forth in this Rental Agreement (this "Agreement"); (3) that I have read and understand all said terms and conditions; (4) that I have the right to make a pre-delivery inspection and have informed Quinn of any damage or deficiency that may exist; (5) that I understand that air quality regulations may affect the operation and use of Equipment and I agree to all requirements stated in Additional Terms and Conditions, paragraph entitled "Air Quality Requirements for Equipment", including any specific requirements an agricultural source may have in registering the Equipment with the local air district, and (6) that by executing this Agreement I specifically agree to all of the terms and conditions of this Agreement and the Additional Terms and Conditions attached hereto, including, without limitation, the licensing and inspection requirements and disclaimers set forth in Section 26 of such Additional Terms and Conditions. Client warrants that the invoiced goods or services will be used for business or agricultural purposes and not for personal, family or household purposes.

**AN ADDITIONAL 16% FEE WILL APPEAR ON FINAL INVOICE UNLESS RENTAL EQUIPMENT PROTECTION ("REP") WAIVER IS REJECTED. REJECTION OF THIS WAIVER REQUIRES CUSTOMER TO INITIAL BELOW AND PROVIDE PROOF OF APPLICABLE INSURANCE**

( ) REJECT - INITIAL AND PROVIDE INSURANCE CERTIFICATE

AGREED TO: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Signature) (Printed Name) (Title)

**IMPORTANT! PLEASE READ THE ADDITIONAL TERMS AND CONDITIONS ATTACHED HERETO BEFORE SIGNING**



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

BOARD ORDER No. 24-011

APPROVE AMENDMENT NO. 3 OF THE AGREEMENT FOR )  
SERVICES WITH QUINN COMPANY TO EXTEND THE )  
CONTRACT TERM TO JUNE 30, 2028, AND INCREASE THE )  
DOLLAR AMOUNT TO \$400,000 FOR SHORT TERM EQUIPMENT )  
RENTAL AND PREVENTATIVE MAINTENANCE AND REPAIR OF )  
AGENCY OWNED HEAVY EQUIPMENT AND AUTHORIZE THE )  
THE GENERAL MANAGER TO EXECUTE THE AMENDMENT. )

Upon motion of Director John Baillie, seconded by Director Mark Gonzalez, and carried by those members present, the Board of Directors hereby:

1. Approves Amendment No. 3 of the Agreement for Services with Quinn Company to extend the contract term to June 30, 2028, and increase the dollar amount to \$400,000 for short term equipment rental and preventative maintenance and repair of Agency owned heavy equipment; and
2. Authorizes the General Manager to execute the amendment.

PASSED AND ADOPTED on this 15<sup>th</sup> day of **April 2024**, by the following vote, to-wit:

AYES: Mike LeBarre, Matt Simis, Mark Gonzalez, Deidre Sullivan, Ken Ekelund, Mike Scattini, John Baillie, Marvin Borzini

NOES: None

ABSENT: Jason Smith

DocuSigned by:  
  
 3DE98F69D40F4DB...  
 BY: Mike LeBarre, Chair  
 Board of Directors

DocuSigned by:  
  
 1F182FFB49A2435...  
 ATTEST: Ara Azhderian  
 General Manager

**AMENDMENT NO. 2 TO  
AGREEMENT FOR SERVICES  
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND  
QUINN COMPANY**

**THIS AMENDMENT NO. 2** to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, "Agency") and Quinn Company (hereinafter, "CONTRACTOR") is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and CONTRACTOR are referred to as the "Parties").

**WHEREAS**, CONTRACTOR entered into an Agreement for Services with the Agency on July 1, 2018, and Amendment No. 1 on November 5, 2020 (hereinafter, "Agreement");

**WHEREAS**, the Agency has identified a continued need for preventative maintenance and repair on agency heavy equipment; and

**WHEREAS**, the Parties wish to amend the Agreement with a term extension to June 30, 2025, and a dollar amount increase of \$150,000.00, for a total contract amount not to exceed \$250,000.00 to continue providing services identified in the Agreement.

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

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

The term of this Agreement shall begin on July 1, 2018, by CONTRACTOR and Agency and will terminate on **June 30, 2025**, unless earlier terminated as provided herein.

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

Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is Two Hundred Fifty Thousand dollars (\$250,000.00).

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

*This space left blank intentionally*

Amendment No. 2 Quinn Company

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

**MONTEREY COUNTY WATER RESOURCES AGENCY**

By: [Signature]  
2B64A5A1043A441  
General Manager  
Date: 5/17/2022 | 10:00 AM PDT

**CONTRACTOR**

Quinn Company  
\*Contractor Business Name

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

Its: Ryan Jefferson - Branch Manager  
(Print Name and Title)

Date: 3/21/22

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

By: [Signature]  
22D690CA05A940B  
Assistant County Counsel  
Date: 5/13/2022 | 11:20 AM PDT

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

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

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

**Approved as to Fiscal Provisions**

By: [Signature]  
D3834BFEC1D8449  
Auditor-Controller  
Date: 5/13/2022 | 11:26 AM PDT

**Approved as to Indemnity, Insurance Provisions**

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

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

**AMENDMENT NO. 1 TO  
AGREEMENT FOR SERVICES  
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND  
QUINN COMPANY**

**THIS AMENDMENT NO. 1** to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, "Agency") and Quinn Company (hereinafter, "CONTRACTOR") is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and CONTRACTOR are referred to as the "Parties").

**WHEREAS**, CONTRACTOR entered into an Agreement for Services with the Agency on July 1, 2018 (hereinafter, "Agreement");

**WHEREAS**, the Agency has identified a continued need for preventative maintenance and repair on agency heavy equipment; and

**WHEREAS**, the Parties wish to amend the Agreement with a dollar amount increase of \$75,000, not to exceed a total contract amount of \$100,000 and a term extension to June 30, 2022 to continue providing services identified in the Agreement.

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

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

The term of this Agreement shall begin on July 1, 2018 by CONTRACTOR and Agency and will terminate on **June 30, 2022**, unless earlier terminated as provided herein.

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

Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is one hundred thousand (**\$100,000.00**).

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

*This space left blank intentionally*

Amendment No. 1 Quinn Company

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

**MONTEREY COUNTY WATER RESOURCES AGENCY**

By:   
General Manager

Date: E-signed 11/5/2020

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

By:   
Deputy County Counsel

Date: November 5, 2020

**Approved as to Fiscal Provisions**

By:   
Auditor-Controller

Date: 11-5-2020

 11/02/2020

**Approved as to Indemnity, Insurance Provisions**

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

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

**CONTRACTOR**

  
\*Contractor Business Name

By:   
(Signature of Chief, President or Vice President)

Its: Ryan Jefferson  
(Print Name and Title)

Date: 11/5/2020

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

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

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

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

**ROUTING FORM – RQN #: 4311**

Date: 6/29/2018

 AGREEMENT       AMENDMENT       BOARD REPORT FOR PRE-APPROVAL
Vendor Name: **Quinn Company.**Title/Brief Description of Document: **Agreement (Heavy Equip. preventative maint., \$25k)**Originating Dept.: **Water Resources Agency** Dept. Contact WITH Phone #: **Jessell Fenley, Ext: 4896**This Agreement or Amendment requires Board Approval: Yes  No This Agreement requires an MYA: Yes  No **AGREEMENT TYPE**

<input checked="" type="checkbox"/>	RQNSA – Standard Agreement	<input type="checkbox"/>	RQNNS – Non-Standard Agreement
<input type="checkbox"/>	RQNIT – ITD Standard Agreement	<input type="checkbox"/>	RQNIN – ITD Non-Standard Agreement
<input type="checkbox"/>	RQNPB – Pre-Board Standard Agreement	<input type="checkbox"/>	Non-Standard Board Agreement (Not to be tracked within RQN)
<input checked="" type="checkbox"/>	Insurance & Endorsement Current	<input type="checkbox"/>	VDR & Non-Resident State Forms Verified

**ROUTING AND APPROVALS\***

Each Approving Authority is requested to forward the Service Contract to the next Approving Authority in the order listed herein. Thank you.

	Approving Authority:	Approval Initials	Comments:	Date Reviewed
1st	ITD(for all ITD related contracts)		.	
2nd	County Counsel (required)	KLP	.	7/19/18
3rd	Risk Management (non-standard insurance and/or indemnity provisions)	n/a	.	
4th	Auditor-Controller (required)		.	7-19-18
5th	Contracts/Purchasing (required)		Please forward to CAO Office Juan Lopez. Thank you	7-30-18
	Return to Originating Department Instructions		Jessell Fenley – ext: 4896 Thank you.	

\* In the event that one of the approving authorities has an issue with the document and will not sign, the document shall be returned immediately to the originating department's key contact person identified herein along with a brief written explanation regarding the issue. Once that issue is corrected, the originating department shall restart the routing process again from the beginning by resubmitting the document through the approval process. The original Routing Form should be included for reference.

MYA #: \* 3978

Revised 20151217. Ver10

**MONTEREY COUNTY WATER RESOURCES AGENCY  
AND QUINN COMPANY**  

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**AGREEMENT FOR SERVICES**

This is an agreement (“Agreement”) between the Monterey County Water Resources Agency, hereinafter called "Agency," and Quinn Company, a California company hereinafter called "CONTRACTOR".

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

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

- (a) The scope of work is briefly described and outlined as follows:  
Preventative maintenance, and repair of Water Resources Agency heavy equipment
- (b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
- (c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- (d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.

2. Term of Agreement. The term of this Agreement shall begin on July 1, 2018 by CONTRACTOR and Agency, and will terminate on June 30, 2021, unless earlier terminated as provided herein.

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

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

(\$ 25,000.00 ).

4. Monthly Invoices by CONTRACTOR; Payment.

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

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

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

6. Insurance.

6.1 Evidence of Coverage:

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

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

6.2 Qualifying Insurers:

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

6.3 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

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

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

#### 6.4 Other Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

---

Agency's designated administrator of this Agreement shall be  
 Brent Buche

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

<b>TO AGENCY</b>	<b>TO CONTRACTOR</b>
Name: Brent Buche	Name: Ryan Jefferson
Address: 1441 Schilling Pl., Salinas, CA 93901	Address: 1300 Abbot St., Salinas, Ca 93902
Telephone: 831-755-4860	Telephone: 831-789-8842
Fax: 831-424-7935	Fax:
E-Mail: bucheb@co.monterey.ca.us	E-Mail: ryan.jefferson@quinncompany.com

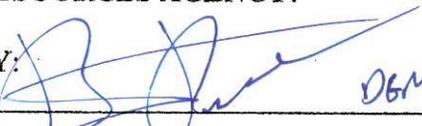
28. Electronic Deliverables. Where feasible, all reports, documents and other printed information provided to the Agency pursuant to this Agreement shall be submitted in both written and Electronic formats in accordance with the specifications listed in Exhibit C.
29. Non-exclusive Agreement. This Agreement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

**MONTEREY COUNTY WATER RESOURCES AGENCY  
AND QUINN COMPANY  
AGREEMENT FOR SERVICES**

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

**MONTEREY COUNTY WATER RESOURCES AGENCY:**

**CONTRACTOR:**

BY:  DBM

BY: 

For

David E. Chardavoine  
General Manager

Type Name: Ryan Jefferson

Title: Branch Manager

Date: 8/3/18 Quinn Company

Date: 6/29/18 Quinn Company

BY: 

Type Name: Steven Burt

Title: Branch Manager Rentals

Date: 6/29/18 Quinn Company

\* 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.

( Quinn Company )  
Agreement/Amendment No # (FY 18/19)

\*\*\*\*\*

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

Approved as to fiscal provisions:

  
\_\_\_\_\_  
Deputy County Counsel

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

Dated: 7/18/18

Dated: 7/30/18

n/a  
\_\_\_\_\_  
County Counsel – Risk Manager:

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

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

Dated: 7-19-18

<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

### A. Scope of services:

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

The purpose of this Agreement is to: Provide preventative maintenance services on Caterpillar D5G FDH01050, Caterpillar 420D FDP13132, Caterpillar 315CL CFT00831, Caterpillar 420E IT KMW00427. Also provide nonscheduled repairs on an as needed basis. This Agreement will be in effect during the period and pertaining solely to the equipment.

Preventative maintenance (PM) services will be scheduled and performed at the appropriate SMU (+/- 50 SMU) as outlined in Caterpillars Operation & Maintenance Manual.

With the uncertainty in the oil market, Quinn Company reserves the right to add an oil surcharge to the agreement price, if applicable to the maintenance plan. This surcharge will be added if the market price for oil charges by 10% or more over any six-month period during this agreement.

### Inclusions:

1. All labor required to perform each PM service or inspection
2. All filters and fluids replaced with Caterpillar filters (where applicable) and fluids
3. Quinn Company S.O.S Fluids Analysis, with data interpretations and recommendations
4. Condition monitoring utilizing machine inspections, ECM data, repair history and S.O.S Fluids Analysis
5. Caterpillar machines – Quinn Company will purchase and install Product Link at no charge, if not installed at the factory and provide free access to Vision Link. If CSA agreement is terminated by either party or renewed, Quinn Company reserves the right to remove the unit, if provided by Quinn Company as mentioned above. However, the customer will have the option to keep the Product Link unit and pay associated Vision Link fees.
6. Agco tractors – Quinn Company will supply all labor associated with the install of AGCOMMAND at no charge, if not already installed at the factory, provided the customer purchases the AGCOMMAND unit and pays associated monthly fees
7. Complete “walk-around” Machine inspection, with written report provided during each PM service
8. Provide EPA-approved disposal of waste oil, coolant and filters. Complete DTSC- required documentation

### Exclusions, Exceptions and other conditions:

1. Any scheduled or unscheduled repairs except what is included in the CSA agreement
2. Any repairs other than routine preventative maintenance as specified in the Operation and Maintenance Manual for the specific machine. Replacement of air filters, cab filters and A/C system parts are not included

3. Machine or preventative maintenance problems caused by operator error, abuse, vandalism, negligence, including failures or problems caused by improper machine maintenance not performed by Quinn Company
4. No party to this agreement shall be held responsible for delays or failure in performance resulting from circumstances beyond reasonable control, including but not limited to: labor strikes, material shortages or natural disasters
5. Either party may cancel this agreement with a thirty (30) day written notice in the event of an early cancellation, Quinn Company will audit all payments received against actual services performed. An invoice or credit will be issued to the customer to balance the agreement for services performed (applies to pre-paid agreements only).
6. State and local taxes are not included in the agreement price
7. Travel time, mileage and stand-by time will be billed separately if the machine is not available for PM services at the scheduled time

**Customer responsibilities:**

1. Daily, weekly or as “required” PM services, unless noted in the Special Provisions section of this agreement
2. Make equipment available at a reasonable working location within Quinn Company’s service territory during normal working hours (Mon. – Fri., 7am – 5pm), unless noted in the Special Provisions section of this agreement
3. Have the machine in “Ready to services” condition when PM service is scheduled
4. Provide all daily make-up fluids (oil, coolant, fuel and grease) that meet recommended Caterpillar specifications
5. Perform all external cleaning of the machine
6. Timely notification about any maintenance problems experienced with the machine

**EXHIBIT B**

**FEE SCHEDULE**

**B. Payment Provisions**

**Compensation/Payment:**

Monterey County Water Resources Agency shall pay an amount not to exceed \$25,000.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR’S compensation for services rendered shall be based on the following rates in accordance with the following terms:

<b>Equipment List:</b>	Model	Serial #
Make Caterpillar	D5G	FDG01050
Caterpillar	420D	FDP13132
Caterpillar	315CL	CFT00831
Caterpillar	420E IT	KMW00427

**NOTE:** All fees and costs stated herein shall include all applicable tax.

If Monterey County Water Resources Agency approves travel reimbursement, CONTRACTOR shall receive compensation for travel expenses as per the “County Travel Policy.” A copy of the policy is available online at [www.co.monterey.ca.us/auditor/policies.htm](http://www.co.monterey.ca.us/auditor/policies.htm). To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

**Contractors Billing Procedures:**

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement etc.

Monterey County Water Resources Agency may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the Monterey County Water Resources Agency.

Monterey County Water Resources Agency shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**DISALLOWED COSTS:** CONTRACTOR is responsible for any audit expectations or disallowed costs incurred by its own organization or that of its subcontractors.

## **EXHIBIT C**

### **DELIVERABLES**

#### Required Document Formats

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

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

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

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

Final Draft for Board of Director/ Supervisor consideration

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

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

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

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

**MONTEREY COUNTY WATER RESOURCES AGENCY  
AND FIELDMAN, ROLAPP AND ASSOCIATES, INC.  
AGREEMENT FOR SERVICES**

This is an agreement ("Agreement") between the Monterey County Water Resources Agency, hereinafter called "Agency," and Fieldman, Rolapp & Associates, Inc., a California Corporation hereinafter called "CONTRACTOR".

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

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

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

Creating a 10-year financial forecasting model and financial plan.

(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 3, 2023 by CONTRACTOR and Agency, and will terminate on August 3, 2028, unless earlier terminated as provided herein.

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

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

(\$ 90,000.00).

4. Monthly Invoices by CONTRACTOR; Payment.

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

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

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

6. Insurance.

6.1 Evidence of Coverage:

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

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

6.2 Qualifying Insurers:

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

6.3 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

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

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

#### 6.4 Other Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR's designated principal responsible for administering  
 CONTRACTOR's work under this Agreement shall be  
Robert A. Porr, Executive Vice President

Agency’s designated administrator of this Agreement shall be  
Ara Azhedrian, General Manager

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

<b>TO AGENCY</b>	<b>TO CONTRACTOR</b>
Name: Ara Azhedrian, GM	Name: Robert A. Porr, EVP
Address: 1441 Schilling Place - North	Address: 19900 MacArthur Irvine, CA 92612
Telephone: 831.755.4860	Telephone: 949.660.7323
Fax: 831.424.7935	Fax:
E-Mail: AzhedrianA@co.monterey.ca.us	E-Mail: rporr@fieldman.com

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

**MONTEREY COUNTY WATER RESOURCES AGENCY  
AND FIELDMAN, ROLAPP & ASSOCIATES, INC.  
AGREEMENT FOR SERVICES**

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

**MONTEREY COUNTY WATER  
RESOURCES AGENCY:**

**CONTRACTOR:**

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

BY: 

Ara Azhderian  
General Manager

Type Name: Robert A. Porr

Title: Executive Vice President

Date: 8/17/2023 | 8:34 AM PDT

Date: August 2, 2023

BY: 

Type Name: Lora A Nichols

Title: Vice President

Date: August 2, 2023

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

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

\*\*\*\*\*

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

Approved as to fiscal provisions:

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

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

Dated: 8/16/2023 | 8:19 AM PDT

Dated: 8/16/2023 | 1:36 PM PDT

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

DocuSigned by:  
*Patricia Ruiz*  
E79EF64E57454E6...  
\_\_\_\_\_  
Auditor-Controller <sup>2</sup>:

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

Dated: 8/16/2023 | 1:20 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**

### *Scope of Services*

#### **A. Phase I – Development of Financial Model and Funding Strategy. Completion within 6 months of contract execution.**

##### **Financial Review**

- a. Review and analysis of historical financial results;
- b. Review of the current year adopted budget (capital and operations) and amendments, if any;
- c. Review of the Agency’s CIP;
- d. Review of fund balances and investments along with expected expenses to determine liquidity levels and amounts available to meet capital expenditures, if any;
- e. Review the Agency’s reserve and debt management policies;
- f. Developing a debt capacity analysis; and
- g. Evaluating opportunities to refinance outstanding debt.
- h. Other tasks as directed by the Agency.

##### **Financial Model and Long-Range Financial Plan**

- (i) Create a financial model that will be an aggregation of the revenues, operational expenses, and capital expenditures of the Agency and its funds to produce a customary revenue-supported cash flow with key credit criteria, such as days cash and debt service coverage as outputs. The model permits us to advise the Agency in connection with (a) revenue requirements, (b) potential sources of capital funding, (c) possible credit rating outcomes, and (d) timing for the execution of debt. The financial model will meet the requirements of WIFIA and credit rating agencies.
- (ii) Incorporate debt structures into the financial model, including but not limited to traditional municipal securities, loans through the California State Water Resources Control Board, loans through the Water Infrastructure and Finance Innovation Act (“WIFIA”) program and cash from reserves or from future cash flow. Our analysis will examine the benefits and drawbacks of each of the municipal securities.
- (iii) Develop an overview of a financial plan that will provide approximate timing and amounts to be borrowed and identify the securities to be used to generate proceeds for the CIP.
- (iv) Create, or revise as necessary, debt management and reserve policies that provide a practical approach to supporting the implementation of the long-range financial plan.
- (v) Working with the Agency’s legal team to develop financial covenants which will be intended to optimize the Agency’s credit rating, if possible.
- (vi) If directed by the Agency, draft a long-range financial plan (“LRFP”) document in addition to the financial model, that accurately reflects the LRFP.
- (vii) Recommend a specific course of action to secure the funding of the CIP.
- (viii) Other tasks as directed by the Agency.

## EXHIBIT B - FEE SCHEDULE

The table below shows our current hourly rates.

<b>Personnel</b>	<b>Hourly Rate</b>
Executive Officer .....	\$395.00
Principal .....	\$385.00
Executive / Senior Vice President .....	\$375.00
Vice President .....	\$320.00
Assistant Vice President.....	\$295.00
Senior Associate.....	\$265.00
Associate .....	\$235.00
Analyst .....	\$130.00
Administrative Assistant .....	\$95.00

### Expenses

Expenses will be billed separately and will cover, among other things, travel, lodging, subsistence, overnight courier, conference calls, and computer charges. Advances made on behalf of the District for costs of preparing, printing or distributing disclosure materials or related matter whether by postal services or electronic means, may also be billed through to the District upon prior authorization. For Robert and Lora to attend a meeting at the Agency's offices in Monterey we estimate the cost to the Agency would be approximately \$6,500, which includes airfare, meals and travel time.

### Costs Sheets and Rates

Please refer to the cost sheet below for our estimate of fees and expenses in connection with the creation of a financial model and plan. If directed by Staff, Consultant will incorporate the LRF and financial model into a separate detailed document. Our fees and expenses will be invoiced monthly, but they are not contingent.

Our travel expenses are estimated at \$6,420, based on Robert and Lora attending a single meeting in Monterey. Expenses include airfare (assuming ticket prices of \$700 per passenger), transportation to and from airports, travel time for each passenger and meals. We will work with Agency Staff to do our best to minimize travel and travel-related expenses.

SERVICES	Financial Model and Plan					TOTAL
	PORR EXECUTIVE VP \$375	NICHOLS VICE PRESIDENT \$320	REDMON ASSISTANT VP \$295	MARC INTERN/ANALYST \$130	BENNETT ADMIN. ASSISTANT \$95	
Financial Review - Review overall financial status of the Agency; review budgets, audits and Strategic Plan and other relevant planning documents	10	10	0	12	1	33
Finance Plan - provide financing options by conducting studies and analyses determining the appropriate and cost-effective financing methods, terms, security, and repayment structures relative to the Agency's current finances	4	8	0	16	1	29
Finance Plan - provide debt affordability/capacity analysis in relation to existing debt. Evaluate the feasibility of utilizing existing revenue sources and the need for additional revenue sources	4	8	0	8	1	21
Finance Plan - develop a pro-forma financial model and prepare a capital financing plan for the Agency's 10-year Water System CIP	12	84	0	62	1	159
Quality control review	6	4	6	3	1	20
Recommendation - advice on the amount, type of financing vehicle, maturity structure and market timing of the transaction, as well as the credit structure, call provisions, and repayment terms to obtain the lowest practical interest cost	4	8	0	8	0	20
Recommendation - develop a funding strategy in the form of a memo and PowerPoint presentation	4	5	0	5	4	18
Prepare for and attendance at meetings as requested, including Finance and Board Agency meetings (will vary depending upon scope, nature of matter). Excludes travel time.	8	8	0	4	4	24
Memo Highlighting Funding Strategy	4	2		1	3	10
<b>Total Hours</b>	<b>56</b>	<b>137</b>	<b>6</b>	<b>119</b>	<b>16</b>	<b>324</b>
<b>TOTAL ESTIMATED HOURLY COST</b>	<b>\$21,000</b>	<b>\$43,840</b>	<b>\$1,770</b>	<b>\$15,470</b>	<b>\$1,496</b>	<b>\$83,576</b>
<b>Travel, if required, estimated per trip</b>						<b>\$6,420</b>
<b>TOTAL ESTIMATED COSTS INCLUDING 1 TRIP</b>						<b>\$89,996</b>

## **EXHIBIT C**

### **DELIVERABLES**

#### Required Document Formats

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

Long-Range Financial Model in excel

Memorandum highlighting funding strategy

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

**THIS AMENDMENT NO. 2** is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of Professional services by and between **GEI CONSULTANTS, INC.**, hereinafter “CONTRACTOR”, and the Monterey County Water Resources Agency, a political subdivision of the State of California, hereinafter referred to as “Agency”.

**WHEREAS**, the CONTRACTOR entered into an Agreement for Professional Services (hereinafter “Agreement”) with Agency on July 5, 2022, and processed an Amendment No. 1 on August 30, 2022; and

**WHEREAS**, the Agency and CONTRACTOR wish to enter into Amendment No. 2 to amend the Agreement to extend the term of the Agreement to June 30, 2026; and

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

1. Amend Section 2, “**Term of Agreement**” to read as follows:

The term of this agreement shall begin on **July 5, 2022**, by CONTRACTOR and Agency, and will terminate on **June 30, 2026**, unless earlier terminated as provided herein.

2. All other terms and conditions of the Agreement remain unchanged and in full force.
3. A copy of this AMENDMENT NO. 2 shall be attached to the original AGREEMENT dated July 12, 2022.

*This space left blank intentionally*

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

MONTEREY COUNTY WATER  
RESOURCES AGENCY

DocuSigned by:  
*Ara Aghderian*  
1F182FFB49A2435...  
General Manager

Dated: 8/9/2023 | 2:20 PM PDT

Approved as to Fiscal Provisions:  
DocuSigned by:  
*Patricia Ruiz*  
E79EF64E57454F6...  
Deputy Auditor/Controller

Dated: 8/8/2023 | 10:56 AM PDT

Approved as to Liability Provisions:  
  
Risk Management

Dated:

Approved as to Form:  
DocuSigned by:  
*Kelly L. Doulon*  
22D690CA05A940B...  
Assistant County Counsel

Dated: 8/8/2023 | 10:42 AM PDT

CONTRACTOR

By: *Chad Masching*  
Signature  
Digitally signed by Chad Masching  
DN: C=US,  
E=cmasching@geiconsultants.com, O="GEI  
Consultants, Inc.", OU=Denver Engineering,  
CN=Chad Masching  
Date: 2023.08.02 14:57:53-06'00'

Chad Masching, Vice President  
Printed Name and Title  
8/2/2023

Dated:

By:   
Signature

Bill Rettberg, Senior Vice President  
Printed Name and Title

Dated: 8/7/23

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

8/8/2023 | 1:56 PM PDT

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