# **County of Monterey**

Government Center - Board Chambers 168 W. Alisal St., 1st Floor Salinas, CA 93901



# **Meeting Agenda - Final**

Tuesday, September 16, 2025 9:00 AM

Join via Zoom at https://montereycty.zoom.us/j/224397747 or in person at the address listed above

# **Board of Supervisors of the Monterey County Water Resources Agency**

Chair Supervisor Chris Lopez - District 3

Vice Chair Supervisor Wendy Root Askew - District 4

Supervisor Kate Daniels- District 5

Supervisor Luis A. Alejo - District 1

Supervisor Glenn Church - District 2

#### **Participation in meetings**

While the Board chambers remain open, members of the public may participate in Board meetings in 2 ways:

- 1. You may attend the meeting in person; or,
- 2. You may observe the live stream of the Board of Supervisors meetings at https://monterey.legistar.com/Calendar.aspx, http://www.mgtvonline.com/, www.youtube.com/c/MontereyCountyTV or https://www.facebook.com/MontereyCoInfo/

If you choose not to attend the Board of Supervisors meeting but desire to make general public comment, or comment on a specific item on the agenda, you may do so in 2 ways:

a. submit your comment via email by 5:00 p.m. on the Monday prior to the Board meeting. Please submit your comment to the Clerk of the Board at cob@co.monterey.ca.us. In an effort to assist the Clerk in identifying the agenda item relating to your public comment please indicate in the Subject Line, the meeting body (i.e. Board of Supervisors Agenda) and item number (i.e. Item No. 10). Your comment will be placed into the record at the Board meeting.

b. you may participate through ZOOM. For ZOOM participation please join by computer audio at: https://montereycty.zoom.us/j/224397747

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: 224397747 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 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

Mientras las cámaras de la Junta permanezcan abiertas, los miembros del público pueden participar en las reuniones de la Junta de 2 maneras:

- 1. Podrá asistir personalmente a la reunión; o,
- 2. Puede observar la transmisión en vivo de las reuniones de la Junta de Supervisores en https://monterey.legistar.com/Calendar.aspx, http://www.mgtvonline.com/, www.youtube.com/c/MontereyCountyTV o https://www.facebook.com/MontereyCoInfo/

Si elige no asistir a la reunión de la Junta de Supervisores pero desea hacer comentarios del público en general o comentar un tema específico de la agenda, puede hacerlo de 2 maneras:

a. envíe su comentario por correo electrónico antes de las 5:00 p.m. el lunes anterior a la reunión de la Junta. Envíe su comentario al Secretario de la Junta a cob@co.monterey.ca.us. En un esfuerzo por ayudar al secretario a identificar el tema de la agenda relacionado con su comentario público, indique en la línea de asunto el cuerpo de la reunión (es decir, la agenda de la Junta de Supervisores) y el número de artículo (es decir, el artículo n.º 10). Su comentario se colocará en el registro en la reunión de la Junta.

b. puedes participar a través de ZOOM. Para participar en ZOOM, únase por audio de computadora en: https://montereycty.zoom.us/j/224397747

O para participar por teléfono llame a cualquiera de estos números a continuación:

```
+1 669 900 6833 EE. UU. (San José)
+1 346 248 7799 EE. UU. (Houston)
+1 312 626 6799 EE. UU. (Chicago)
+1 929 205 6099 EE. UU. (Nueva York)
+1 253 215 8782 EE. UU.
+1 301 715 8592 EE. UU.
```

Ingrese este número de ID de reunión: 224397747 cuando se le solicite. Tenga en cuenta que no hay un código de participante, simplemente presione # 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 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 agenda items are live web links. Click on the title to be directed to the corresponding Board Report.

PUBLIC COMMENTS: 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.

#### 9:00 A.M. - Call to Order

### Roll Call

#### Additions and Corrections for Closed Session by County Counsel

County Counsel will announce agenda corrections and proposed additions, which may be acted on by the Board as provided in Sections 54954.2 of the California Government Code. The public may comment on Closed Session items prior to the Board's recess to Closed Session.

### **Closed Session**

- 1. Closed Session under Government Code section 54950, relating to the following items:
  - a. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
  - (1) California-American Water Company, et al. v. Marina Coast Water District et al. (San Francisco County Superior Court Case No. CGC-15-546632)

### **Public Comments for Closed Session**

### The Board Recesses for Closed Session Agenda Items

Closed Session may be held at the conclusion of the Board's Regular 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.

#### 10:30 A.M. - Reconvene on Public Agenda Items

#### Roll Call

#### **Additions and Corrections by Clerk**

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

#### **General Public Comments**

This portion of the meeting is reserved for persons to address the Board on any matter not on this agenda but under the jurisdiction of the Board of Supervisors. Board members may respond briefly to the statement made or questions posed. They may ask a question for clarification; make a referral to staff for factual information or request staff to report back to the Board at a future meeting.

#### **Consent Calendar**

- 2. a. 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); and b. Adopt a resolution to:
  - i. Authorize and direct 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
  - ii. Authorize and direct the Auditor-Controller's Office to incorporate approved budget modifications to the FY26 Adopted Budget.

**Attachments:** Board Report

Board of Supervisors Resolution No. 25-249

Master Agreement and Task Order No. 2025-01

Board of Supervisors Resolution

#### **Scheduled Matters**

**3.** Receive a presentation by David Ceppos on the Department of Water Resources Facilitation Support Services (DWR FSS) Assessment for the Castroville Seawater Intrusion Project (CSIP)

**Attachments:** Board Report

Assessment for Castroville Seawater Intrusion Project (CSIP) PPT

**4.** Consider receiving an update on recommendations from the July 22, 2024, GPP Analytics, Inc. Expense Audit of the Water Recycling Agreement with Monterey One Water.

Attachments: Board Report

Status Update of the Water Recycling Agreement Expense Audit

Recommendations

#### **Read Out from Closed Session**

Read out by County Counsel will only occur if there is reportable action(s).

Adjournment



# **County of Monterey**

# Item No.1

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

September 16, 2025

# **Board Report**

Legistar File Number: CS 25-042

Introduced:9/8/2025Current Status:Agenda ReadyVersion:1Matter Type:Closed Session

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

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

(1) California-American Water Company, et al. v. Marina Coast Water District et al. (San Francisco County Superior Court Case No. CGC-15-546632)



# **County of Monterey**

# Item No.2

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

September 16, 2025

### **Board Report**

Legistar File Number: WRAG 25-135

Introduced: 8/27/2025 Current Status: Agenda Ready

Version: 1 Matter Type: WR General Agenda

a. 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); and b. Adopt a resolution to:

- i. Authorize and direct 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
- ii. Authorize and direct 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 Supervisors:

- a. 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); and
- b. Adopt a resolution to:
- i. Authorize and direct 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
- ii. Authorize and direct 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). The Board of Supervisors also directed Agency staff to explore alternative mechanisms to fund the monitoring costs for de minimis well owners. 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.

On August 14, 2025, the SVBGSA Board of Directors authorized the General Manager to execute the Master Agreement with MCWRA. On August 18, 2025, the MCWRA Board of Directors considered the staff recommendation. Staff can report verbally when the Board considers this item.

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:

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 of Supervisors Resolution



# **County of Monterey**

# Item No.2

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

### September 16, 2025

### **Board Report**

Legistar File Number: WRAG 25-135

Introduced: 8/27/2025 Current Status: Agenda Ready

Version: 1 Matter Type: WR General Agenda

a. 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); and b. Adopt a resolution to:

i. Authorize and direct 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

ii. Authorize and direct 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 Supervisors:

- a. 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); and b. Adopt a resolution to:
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- ii. Authorize and direct 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). The Board of Supervisors also directed Agency staff to explore alternative mechanisms to fund the monitoring costs for de minimis well owners. 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.

On August 14, 2025, the SVBGSA Board of Directors authorized the General Manager to execute the Master Agreement with MCWRA. On August 18, 2025, the MCWRA Board of Directors considered the staff recommendation. Staff can report verbally when the Board considers this item.

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:

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:	
11 2	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 of Supervisors Resolution

### 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.

# Legistar File ID No. WRAG 25-114 Agenda Item No. 2

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.

MSA MCWRA - SVBGSA August 2025

- 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.
- 1) 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	Emily Gardner
Senior Hydrologist	Deputy General Manager
1441 Schilling Place, North Building	PO Box 1350
Salinas, CA 93901	Carmel Valley, CA 93924
831-294-3882	831-471-7512 ext. 204
woodrowa@countyofmonterey.gov	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	Piret Harmon, General Manager
Monterey County Water Resources Agency	Salinas Valley Basin GSA
1441 Schilling Place, North Bldg.	PO Box 1350
Salinas, CA 93901	Carmel Valley, CA 93924
AzhderianA@countyofmonterey.gov	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.

Task Number	Task Description	Cost Estimate
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
	ESTIMATED TOTAL	\$802,536

### **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.
  - O 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.

Task Order No. 2025-01 Page 1 of 2

- 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.
  - O 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)
  - O 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)
  - o 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.

Task Order No. 2025-01 Page 2 of 2

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.

Program	Number of Wells	Fee Per Well	Program Total
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

<b>Facility Code</b>	State Well Identification Number	Continuous	Monthly	Semiannual	Annually
2	16S/04E-27G01				Х
24	18S/06E-16L01			Х	
33	16S/05E-33Q01				Х
38	16S/04E-05M02			Х	
41	15S/04E-20B02			Х	
55	21S/09E-23G01				Х
56	15S/04E-15P02		Χ		
57	14S/03E-08Q03			Х	
60	18S/07E-19N01		Х		
75	13S/02E-19Q03		Χ		
87	16S/04E-08J01				Х
97	15S/04E-08Q01				Х
113	14S/02E-26J03				Х
124	15S/04E-16D01				Х
133	17S/05E-36J01		Х		
140	16S/04E-08B01				Х
141	18S/06E-07A01				Х
147	15S/03E-13N01			Х	
154	15S/04E-20N01				Х
180	17S/05E-12E01			Х	
183	15S/03E-09E03			Х	
185	14S/03E-04E01			Χ	
189	22S/10E-16K01			Χ	
197	15S/02E-12A01			X	
204	16S/04E-27B02			Χ	
227	15S/03E-27J01				Х
239	14S/02E-08M02		Χ		
241	18S/07E-18D01				Х
254	17S/04E-01D01			Χ	
267	13S/02E-36F01			X	
285	18S/07E-28N01				Х
290	15S/04E-18A01				Х
294	15S/04E-36H01			Χ	
297	19S/07E-16D01				Х
312	13S/03E-35E50				Х
331	14S/02E-36E01			X	
333	19S/06E-01H01			X	
341	14S/03E-31P01			X	
353	14S/02E-16A02			X	
355	20S/08E-15H03		Χ		
370	14S/02E-36G01			X	
374	14S/03E-31L01			X	
375	15S/03E-04Q01			Χ	

<b>Facility Code</b>	State Well Identification Number	Continuous	Monthly	Semiannual	Annually
388	15S/03E-14P02			Х	
390	16S/04E-25N01				Х
391	16S/04E-25C01				Х
392	15S/03E-14N03				Х
393	15S/03E-14M03			Х	
394	16S/05E-30E01		Х		
401	16S/04E-24G01				Х
403	18S/07E-19G02		Χ		
404	17S/06E-35J01			Х	
406	15S/04E-08C01			Х	
425	15S/04E-08N01		Χ		
441	16S/04E-04C01			Х	
447	16S/04E-13R02			Х	
452	19S/07E-27A04				Х
474	17S/05E-05G01		Χ		
499	14S/03E-25L02		Χ	Х	
513	17S/05E-09R01			Х	
534	17S/05E-04R01			Х	
535	15S/03E-27K02			Х	
536	15S/03E-05C02			Х	
541	16S/02E-04H01				Х
546	16S/04E-10R02		Х		
552	18S/06E-15M01		Х		
555	21S/09E-16E01			Х	
567	18S/06E-14B01				Х
574	14S/03E-03K01			Х	
576	16S/04E-15R02			Х	
577	15S/03E-03N02			Х	
581	14S/03E-02B50			Х	
582	17S/06E-35F01				Х
587	14S/02E-07A01			Χ	
588	15S/04E-36P01			Χ	
589	17S/05E-14D01				Х
595	14S/03E-33G01			Χ	
598	15S/03E-22G01			Χ	
608	17S/05E-13E01				Х
625	14S/03E-30F01				Х
633	16S/05E-05N01			X	
648	15S/03E-26F01			Х	
656	15S/03E-25L01		Χ		
665	14S/03E-11C02		Χ		
670	14S/03E-28M02			Х	
671	14S/03E-21L01			Χ	

<b>Facility Code</b>	State Well Identification Number	Continuous	Monthly	Semiannual	Annually
674	14S/03E-21E03			Х	
685	15S/03E-02G01			Х	
686	14S/03E-34C01			Х	
691	16S/04E-22P01				Х
697	15S/04E-07R01		Х		
701	16S/05E-20R01		Χ		
707	15S/02E-25A01			Х	
708	18S/06E-03P01				Х
709	15S/04E-14N01			Х	
717	14S/02E-27F02				Х
719	17S/05E-06Q01			Х	
730	21S/10E-30E02				Х
733	21S/10E-32N01			Х	
752	14S/03E-15H03		Χ		
754	17S/05E-04N01				Х
766	14S/02E-22P02				Х
772	15S/02E-03C01				Х
773	15S/04E-27G01		Х		
788	18S/06E-11J01			Х	
806	14S/04E-31Q02		Χ		
849	16S/05E-19F01				Х
861	14S/02E-15P01			Х	
862	14S/02E-21L01			Х	
867	14S/03E-08C01			Х	
872	15S/03E-22A02			Х	
882	14S/02E-03K02			Х	
883	20S/08E-16C01				Х
888	15S/02E-02G01			Х	
901	14S/03E-06R01		Χ		
902	14S/03E-35E01			Х	
914	17S/05E-36F02			Х	
920	14S/03E-06L02			Х	
924	15S/03E-26A01			Х	
936	14S/03E-24R02		Χ		
938	16S/05E-31Q01				Х
939	16S/05E-32C01				Х
965	18S/06E-09P01				Х
990	18S/06E-15F01				Х
996	15S/03E-09J02			Х	
1000	18S/06E-02N01		Х		
1001	18S/06E-01E01			Х	
1007	15S/03E-15B01			Х	
1010	15S/04E-08L01				Х

<b>Facility Code</b>	State Well Identification Number	Continuous	Monthly	Semiannual	Annually
1014	15S/04E-05M01			Х	
1020	15S/04E-31A02			Х	
1022	15S/03E-14C01			Х	
1055	14S/02E-15A01			Х	
1060	14S/02E-34A03		Х		
1070	15S/02E-12C01			Х	
1076	14S/02E-10C01			Х	
1083	17S/05E-02G01			Х	
1098	14S/02E-35L02			Х	
1131	16S/04E-22L04				Х
1137	22S/10E-09P01			Х	
1139	14S/02E-07K01			Х	
1147	14S/03E-29F03			Х	
1148	14S/03E-32N04			Х	
1153	13S/02E-31A02		Χ		
1157	14S/02E-05K01			Х	
1162	14S/02E-05C03			Х	
1167	14S/03E-07A01			Х	
1169	14S/02E-05F04				Х
1182	15S/03E-13G04			Х	
1201	17S/05E-27A01			Х	
1209	15S/03E-04K03				Х
1212	14S/02E-34B03			Х	
1217	14S/03E-36P02			X	
1235	15S/04E-21F04			X	
1239	18S/07E-33J02		Χ		
1248	17S/06E-27K01		Χ		
1270	17S/06E-20E02				Х
1303	16S/04E-02Q03			X	
1305	16S/05E-32H03				Х
1308	18S/06E-08R01				Х
1311	19S/07E-24H02				Х
1335	18S/06E-05R03			Х	
1345	16S/05E-07G01			Х	
1346	14S/04E-30R01			Х	
1357	15S/02E-01A03			Х	
1359	15S/03E-16M01		Χ		
1379	19S/08E-19K03		Χ		
1393	14S/02E-27G50				Х
1398	19S/07E-08D01		Х		
1415	18S/07E-28K01			Х	
1417	1417				Х
1426	15S/04E-07A01				X

<b>Facility Code</b>	State Well Identification Number	Continuous	Monthly	Semiannual	Annually
1441	17S/06E-29C01			Х	
1450	22S/10E-21R01				Х
1452	20S/08E-06K01				Х
1453	20S/08E-07F01			Х	
1466	14S/02E-08C03			Х	
1471	17S/06E-29K01				Х
1480	15S/03E-17M01		Χ		
1482	17S/06E-29Q01				Х
1485	17S/06E-19D01		Х		
1488	18S/06E-27A01				Х
1494	15S/03E-25Q01		Χ		
1495	18S/06E-25F01		Х		
1513	16S/05E-32M01				Х
1523	14S/02E-09H03			Х	
1539	14S/03E-30N01			Х	
1543	14S/03E-31B01				Х
1547	15S/04E-36R02				Х
1556	15S/04E-29R01				Х
1572	14S/03E-09P02			Х	
1577	14S/03E-36A01			Х	
1593	13S/02E-29F02		Χ		
1595	15S/04E-16E02			Х	
1599	15S/04E-15D02			Х	
1601	16S/04E-35D51				Х
1605	17S/05E-02N02				Х
1611	13S/03E-35N51			Х	
1636	14S/02E-12L02				Х
1661	19S/08E-31C01				Х
1666	19S/08E-31B01				Х
1672	14S/02E-06L01		Χ		
1678	15S/04E-09D01			Х	
1682	13S/02E-31N02		Χ		
1685	14S/02E-03H01				Х
1688	13S/02E-27Q02				Х
1705	14S/02E-11M03			Х	
1706	14S/02E-02A02			Х	
1707	14S/02E-12Q01		Χ		
1710	14S/02E-06J03			X	
1716	14S/02E-02C03			X	
1720	13S/02E-27P01			X	
1726	15S/04E-06R01		X		
1735	20S/08E-14K01		Χ		
1747	20S/08E-05R03		Χ		

<b>Facility Code</b>	State Well Identification Number	Continuous	Monthly	Semiannual	Annually
1761	22S/10E-34G01		Х		
1771	18S/06E-06M01		Х		
1786	16S/05E-31A01				Х
1788	16S/05E-31M01			Х	
1790	16S/05E-30J02			Х	
1794	14S/03E-31F02		Х		
1795	15S/03E-06D02			Х	
1802	19S/07E-05J01				Х
1803	15S/03E-28A01			Х	
1804	15S/03E-18P01			Х	
1805	13S/03E-35F02			Х	
1806	13S/03E-35F01			Х	
1807	14S/03E-22E01			Х	
1808	15S/03E-03R02			Х	
1811	14S/03E-20M02			Х	
1812	14S/03E-29C01			Х	
1813	19S/07E-04Q01			Х	
1814	14S/03E-20C01			Х	
1816	14S/03E-10R02				Х
1821	15S/03E-08F01			Х	
1822	19S/07E-14N02			Х	
1824	13S/02E-24N01			Х	
1825	14S/03E-17F01			Х	
1826	12S/02E-22Q50			Х	
1831	14S/03E-09E02			Х	
1832	14S/03E-09P03			Х	
1835	14S/03E-16M01			Х	
1836	14S/03E-16E02			Х	
1838	15S/03E-17P02			Х	
1839	15S/02E-25B01				Х
1840	15S/02E-25C01			Χ	
1841	15S/03E-28B02			Х	
1849	14S/02E-04H01			Х	
1851	14S/02E-03M02			Х	
1861	14S/02E-27G03			Х	
1862	15S/03E-16F02		Х		
1870	14S/04E-30N01			X	
1877	15S/04E-29Q02		Х		
1882	16S/04E-25G01			X	
1886	18S/07E-20K01			X	
1895	22S/10E-16P01		Χ		
1917	15S/03E-26P01				Х
1956	18S/06E-34A01				Х

<b>Facility Code</b>	State Well Identification Number	Continuous	Monthly	Semiannual	Annually
1969	14S/03E-22D01			Х	
1974	14S/03E-24H01			Х	
2208	15S/04E-19G50			Х	
2260	15S/04E-17P02			Х	
2261	13S/01E-25R01		Х		
2294	13S/02E-34J50			Х	
2308	18S/06E-34B01			Х	
2321	15S/03E-24A51				Х
2325	15S/03E-27E04			Х	
2330	14S/03E-11H01			Х	
2353	15S/04E-34F51			Х	
2404	16S/05E-35N52				Х
2420	17S/05E-03R50		Χ		
2428	15S/03E-27E02			Х	
2429	13S/02E-32J03		Χ		
2432	13S/02E-21N01		Χ		
2445	13S/02E-34G01			Х	
2446	13S/02E-28L02			Х	
2447	13S/02E-34M01			Х	
2489	17S/05E-02N04		Χ		
2513	17S/05E-03L01		Χ		
2514	16S/05E-32E01				Х
2518	17S/05E-01M50			Х	
2519	16S/05E-27G01		Χ		
2537	17S/05E-24G50				Х
2544	18S/06E-27C01				Х
2545	2545				Х
2568	18S/06E-14R01				Х
2589	19S/07E-01N01				Х
2595	20S/08E-25Q01		Χ		
2611	21S/09E-24L01		Χ		
2655	21S/09E-17Q01				Х
2657	14S/02E-10P01			X	
2659	14S/02E-09D04				Х
2662	14S/02E-15K01			Χ	
2697	13S/02E-20J01		Χ		
2776	16S/04E-11D51		Χ		
2784	14S/02E-21F02			X	
2791	14S/02E-21N01				Х
2794	17S/04E-01F02				Х
10004	19S/06E-11C01		Х		
10006	19S/07E-03H02				Х
10010	19S/07E-05B02			Χ	

Facility Code	State Well Identification Number	7	Monthly	Semiannual	Annually
10011	19S/07E-10P01		X		
10032	19S/08E-33J02				Х
10077	20S/08E-34G01			Х	
10125	23S/08E-08K01				Х
10126	23S/08E-10J01		Х		
10134	23S/10E-33P01			Х	
10145	13S/02E-27L01			Х	
10164	13S/02E-32E05	Х			
10208	14S/02E-13B02			Х	
10234	14S/02E-26P01			Х	
10235	14S/02E-27G02			Х	
10254	14S/03E-06L01			Х	
10269	14S/03E-19G01			Х	
10280	14S/03E-31F01		Χ		
10343	15S/04E-07R02		Χ		
10389	16S/04E-15D01	Χ			
10392	16S/04E-16E01				Х
10399	16S/04E-25P01				Х
10408	16S/05E-08Q01		Х		
10410	16S/05E-17R01			Х	
10455	17S/06E-18G01		Χ		
10458	17S/06E-27E03				Х
10461	17S/06E-28K01				Х
10476	18S/06E-09M01				Х
10479	18S/06E-12A01				Х
10494	18S/07E-32G02				Х
10500	19S/07E-08N01				Х
11028	13S/02E-26L01			X	
11082	14S/02E-24J01			X	
11585	12S/02E-14Q01				Х
11761	12S/02E-25K01				Х
12227	12S/03E-30A01				Х
12672	13S/02E-13N01			Χ	
13020	13S/02E-29D04			Χ	
13306	13S/03E-08D01			Х	
13507	13S/03E-10N01			X	
13513	13S/03E-10Q01			X	
13543	13S/03E-14M01			X	
13572	13S/03E-15P01			Х	
13625	13S/03E-16J01			Х	
13668	13S/03E-17B01			Х	
13680	13S/03E-17F02			Х	
13783	13S/03E-19H01			X	

<b>Facility Code</b>	State Well Identification Number	Continuous	Monthly	Semiannual	Annually
13866	13S/03E-20P01			Х	
13950	13S/03E-22F01			Х	
14072	13S/03E-29A01			Х	
14115	13S/03E-29K01			Х	
14189	13S/03E-32H01			Х	
14211	13S/03E-33T50			Х	
14455	14S/02E-12B02	Χ			
14456	14S/02E-12B03	Χ			
14468	14S/02E-13F02		Χ		
14469	14S/02E-13F03		Х		
14478	14S/02E-11A02		Χ		
14479	14S/02E-11A03		Х		
14480	14S/02E-11A04		Χ		
14501	14S/02E-15L02		Χ		
14530	14S/02E-20B01		Х		
14531	14S/02E-20B02	Х			
14746	14S/03E-03C50			Х	
15009	14S/03E-18C01	Х			
15010	14S/03E-18C02	Х			
15014	14S/03E-18E04		Χ		
15126	14S/03E-27B01		Х		
15760	15S/03E-06K01			Х	
15851	15S/03E-11G01				Х
16488	16S/01E-02B01				Х
16797	16S/02E-01M01			Х	
16813	16S/02E-02D01		Х		
16820	16S/02E-02G01		Χ		
16823	16S/02E-02H01		Х		
16842	16S/02E-03A01			Х	
16859	16S/02E-03A55				Х
16862	16S/02E-03J50			Х	
16877	16S/02E-03H01			Х	
16895	16S/02E-04L01				Х
16942	16S/02E-10Q01		Χ		
17051	16S/02E-15P01				Х
17115	16S/02E-23H01				Х
17121	16S/02E-24C01				Х
17222	16S/03E-07N01				Х
17239	16S/03E-17F02				Х
17262	16S/03E-17N01		Х		
17377	16S/04E-13H01				Х
18449	18S/06E-22B02		Х		
18467	18S/06E-24M01		Х		

<b>Facility Code</b>	State Well Identification Number	Continuous	Monthly	Semiannual	Annually
18502	18S/06E-35F01		Х		
19314	23S/08E-03B01		Х		
19447	23S/10E-03H01	Х			
19450	23S/10E-14D01	Х			
19754	12S/02E-25A01				Х
20058	14S/03E-12E01				Х
20545	13S/03E-20B02			Х	
20559	16S/02E-10Q02				Х
20813	16S/02E-03H02			Х	
21048	13S/02E-15R03			Х	
21066	18S/06E-22B03	Х			
21067	18S/06E-24M02		Х		
21068	18S/06E-35F02	Х			
21073	16S/02E-03F50			Х	
21202	17S/05E-06C02	Х			
21203	16S/05E-31P01		Х		
21204	16S/05E-31P02		Х		
21205	16S/04E-08H03	Х			
21206	16S/04E-08H02		Χ		
21208	16S/04E-08H04			Х	
21209	17S/06E-33R01		Χ		
21210	17S/06E-33R02	Χ			
21223	12S/02E-28G02		Χ		
21224	12S/02E-28G03		Χ		
21314	18S/06E-22B04	Χ			
21354	15S/02E-04A01		Χ		
21355	15S/02E-04A02		Χ		
21356	15S/02E-04A03		Χ		
21550	14S/02E-23A02			Х	
21667	14S/02E-17C02		Χ		
21699	14S/02E-32D06				Х
22274	14S/01E-24L02	Х			
22275	14S/01E-24L03	Х			
22276	14S/01E-24L04	Х			
22277	14S/01E-24L05	Χ			
22609	15S/03E-04M51			X	
22612	14S/03E-22E51			X	
22618	14S/03E-25C01	Χ			
22619	14S/03E-25C02	Х			
22632	14S/02E-27A01	Х			
22633	13S/02E-21Q01		Χ		
22634	14S/04E-31F02			Х	
22635	14S/02E-03F03	X			

<b>Facility Code</b>	State Well Identification Number	Continuous	Monthly	Semiannual	Annually
22636	14S/02E-03F04	Х			
22642	14S/04E-31T54				Х
22650	14S/03E-30G08	Χ			
22651	14S/02E-26H01	Х			
22667	14S/03E-22J50			Х	
22681	13S/01E-36J02		Χ		
22683	15S/03E-21Q01			Х	
22705	18S/06E-15L01				Х
22754	23S/08E-03D01		Χ		
22755	14S/02E-07J03		Χ		
22801	13S/02E-35H01			Х	
22802	13S/03E-19P01				Х
22895	16S/05E-08G01				Х
22905	15S/03E-05R52		Χ		
22918	16S/04E-23L50				Х
22926	17S/05E-08L02			Х	
22928	13S/02E-28L03			Х	
22929	14S/02E-28H04		Χ		
22934	13S/02E-10K01			Х	
22954	18S/07E-06K50				Х
22977	14S/03E-35N51			Х	
22982	17S/06E-06E01				Х
22995	14S/03E-10E51			Х	
22996	16S/05E-28K50		Χ		
23015	14S/03E-32R52			Х	
23016	15S/04E-09E50				Х
23110	16S/05E-19G50			Х	
23131	18S/07E-19N50		Χ		
23134	14S/03E-19C51				Х
23135	14S/02E-28C02		Χ		
23222	18S/07E-29M50				Х
23285	14S/03E-20A51			Х	
23311	21S/09E-06F50			Χ	
23360	16S/03E-19L52				Х
23602	23S/09E-20Q51		Х		
23706	24S/10E-25H50			X	
23896	16S/05E-18R50				Х
24033	14S/02E-22A03		Χ		
24520	15S/03E-07K01				Х
24588	15S/03E-12F03		Χ		
24589	15S/03E-13D01			X	
24651	14S/03E-05L01				Х
25033	19S/07E-14H01				Х

<b>Facility Code</b>	State Well Identification Number	Continuous	Monthly	Semiannual	Annually
25073	17S/05E-25L03				Х
25354	15S/04E-26H01			Х	
25513	22S/10E-15N02				Х
25533	15S/03E-22K01				Х
25553	15S/03E-10D04		Х		
25554	13S/02E-27H01			Х	
25733	14S/03E-06F01				Х
25753	17S/06E-16P03		Х		
25813	13S/02E-34G02			Х	
25861	12S/02E-33H02			Х	
25935	15S/03E-12B01				Х
26038	13S/03E-30R01			Х	
26093	17S/05E-16L01				Х
26101	17S/05E-03D03				Х
26103	14S/02E-21K04		Χ		
26114	15S/03E-18P02				Х
26119	22S/10E-18R01				Х
26124	21S/09E-16K01				Х
26127	14S/02E-21L02		Χ		
26130	16S/05E-20R02		Χ		
26134	16S/04E-03K01		Χ		
26138	22S/10E-08Q02				Х
26313	14S/02E-33E01	Χ			
26314	14S/02E-33E02	Χ			
26373	15S/03E-17E02		Χ		
26393	14S/02E-18B01		Χ		
26394	14S/02E-20E01		Х		
26395	20S/08E-06B02				Х
26397	14S/02E-23G02		Χ		
26413	21S/08E-13H01			Х	
26433	16S/05E-28D02		Х		
26473	14S/02E-19G01		Χ		
26594	15S/02E-03B05		Х		
26655	14S/03E-19C01		Х		
26674	14S/02E-27K02		Х		
26677	14S/02E-26D01		Х		
26854	14S/02E-22J02		Х		
26934	14S/02E-34M01		Х		
26954	14S/02E-23P02		Х		
26955	14S/02E-27J02		X		
26973	14S/02E-26A10		Χ		
26974	14S/02E-26G01		Χ		
26975	14S/02E-26J04		Χ		<u> </u>

<b>Facility Code</b>	State Well Identification Number	Continuous	Monthly	Semiannual	Annually
26988	14S/02E-25A03		Х		
26989	14S/02E-23J02		Χ		
26993	14S/02E-35B01		Χ		
26994	14S/02E-14R02		Χ		
27034	17S/06E-06M01				Х
27072	17S/06E-30C01				Х
27083	15S/03E-26E02	Х			
27084	15S/02E-12C02	Χ			
27085	13S/02E-26L02	Х			
27094	13S/02E-32H01	Х			
27095	13S/02E-32H02	Χ			
27104	16S/05E-30F02	Х			
27108	12S/03E-31R02			Х	
27162	15S/03E-18P04	Χ			
27163	24S/11E-05Q01	Х			
27164	24S/11E-05Q02	Х			
27165	14S/03E-05K01	Х			
27166	16S/02E-10G01	Х			
27167	15S/03E-20B01	Х			
27168	13S/03E-26J03	Х			

#### **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: Accuracy = 100% \* (Measured Value Actual Value) / 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 acrefeet 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).
- 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/.
- b. Information about how to use the application is available at <a href="https://www.countyofmonterey.gov/government/government-links/water-resources-agency/programs/groundwater-extractions-gems">https://www.countyofmonterey.gov/government/government-links/water-resources-agency/programs/groundwater-extractions-gems</a>.
- 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 <a href="https://pubs.usgs.gov/tm/1a1/">https://pubs.usgs.gov/tm/1a1/</a> 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  $4\pm2$ °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 Supervisors of the Monterey County Water Resources Agency County of Monterey, State of California

Resolution No	
A Resolution of the Board of Supervisors of the Monterey Counwater Resources Agency ("MCWRA") to:	ty)
<ul> <li>a. Authorize and direct the Auditor-Controller to amend the Fiscal Year 2025-2026 (FY26) Adopted Budget for MCWR 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 Salinas Valley Basin Groundwater Sustainability Agency (4/5ths vote required); and</li> <li>b. Authorize and direct the Auditor-Controller's Office to incorporate approved budget modifications to the FY26 Adopted Budget.</li> </ul>	) A) ) ) ) ) ) )

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, at the Board's August 5, 2025 meeting it 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; and

**WHEREAS,** for FY26, the Salinas Valley Basin Groundwater Sustainability Agency ("SVBGSA") has agreed to offset the approved GMP Fees for all well owners within its jurisdiction through a Master Agreement for Professional Services between MCWRA and SVBGSA; and

**WHEREAS**, MCWRA is requesting to increase its appropriations by \$400,000 and to increase revenue by \$199,070, funded by grant revenue, and \$802,536 from the Master Agreement with the SVBGSA.

**NOW, THEREFORE, BE IT RESOLVED** that the Monterey County Water Resources Agency Board of Supervisors hereby:

- a. Authorizes and directs 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; and
- b. Authorizes and directs the Auditor-Controller's Office to incorporate approved budget modifications to the FY26 Adopted Budget.

PASSED AND ADOPTED upon seconded by Supervisor the following vote, to wit:	motion of Supervisor, and carried this	day of	, 2025, by
AYES:			
NOES:			
ABSENT:			
I, Valerie Ralph Clerk of the Board of Su certify that the foregoing is a true copy of in the minutes thereof of Minute Book	of an original order of said Boa	ard of Supervisors dul	
Dated:	<b>*</b> ·	erk of the Board of Surey, State of California	
	Ву		
	Deputy		



# **County of Monterey**

# Item No.3

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

September 16, 2025

### **Board Report**

Legistar File Number: WRAG 25-137

Introduced: 9/2/2025 Current Status: Agenda Ready

Version: 1 Matter Type: WR General Agenda

Receive a presentation by David Ceppos on the Department of Water Resources Facilitation Support Services (DWR FSS) Assessment for the Castroville Seawater Intrusion Project (CSIP)

#### RECOMMENDATION:

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

Receive a presentation by David Ceppos on the Department of Water Resources Facilitation Support Services (DWR FSS) Assessment for the Castroville Seawater Intrusion Project (CSIP)

#### SUMMARY/DISCUSSION:

The Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) received funding from California's Department of Water Resources Facilitation Support Services (DWR FSS) to perform an assessment for the Castroville Seawater Intrusion Project (CSIP). The SVBGSA then hired, David M. Ceppos, Public Policy Mediation and Facilitation to perform those services. This included interviews with staff and Board Directors from the SVBGSA, Monterey County Water Resources Agency and Monterey One Water, to perform the assessment. The key results of that assessment will be presented by Mr. Ceppos.

#### OTHER AGENCY INVOLVEMENT:

California Department of Water Resources entered into an agreement with the Salinas Valley Basin Groundwater Sustainability Agency to perform these services. Monterey One Water was also involved in the interview process.

#### FINANCING:

California Department of Water Resources funded this assessment and presentation by Dave Ceppos.

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

#### Attachments:

1. Assessment for Castroville Seawater Intrusion Project (CSIP) Presentation



# **County of Monterey**

Item No.

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

September 16, 2025

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#### FINANCING:

California Department of Water Resources funded this assessment and presentation by Dave Ceppos.

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

DocuSigned by:

Approved by:

Ara Azhderian General Manager (831) 755-4860

Ara Azhderian, General Manager, (831) 755-4860

#### Attachments:

1. Assessment for Castroville Seawater Intrusion Project (CSIP) Presentation

# Castroville Seawater Intrusion Project Stakeholder Assessment Summary

County of Monterey Board of Supervisors Meeting September 16, 2025



Services Provided By:



# **Assessment Summary Outline**

Process

Findings

Analysis

Considerations

# **Assessment Process**

- Interviews conducted December 2024 to February 2025 with Staff, Leadership and Directors of:
  - Monterey County Water Resources Association (WRA)
  - Monterey One Water (M1W)
  - Salinas Valley Basin Groundwater Sustainability Agency (GSA)
- Total Staff /Leadership Interviewed 16 (3 group interviews)
- Total Directors Interviewed 14 (Individual interviews. 5 from each Agency with 1 Director unable to participate)
- Standard Questions / Confidential Discussions

# Assessment Findings (1)

M1W and WRA Roles /Responsibilities on CSIP - Staff / Directors generally understand roles.

- Differing perspectives:
  - Responsibilities when challenges emerge
  - CSIP customer(s)
  - Public perception of roles and responsibilities
- Concerns about:
  - Funding methods
  - Perceived agency allegiances

# Assessment Findings (2)

GSA Roles / Reliance on CSIP - Diverse perspectives by Staff and Directors about GSA.

- Stay out of CSIP; No GSA impact or role
- Acquire funding to support work by others
- Lead regional discussions on improvements
- Increase public awareness
- Be fully engaged due to role on seawater intrusion risk and sustainability requirement

# Assessment Findings (3)

WRA/M1W Organizational Relationships - Majority of Staff and Directors have shared concerns.

- Few common goal(s) / Key divergent motives
- Competition not partnership
- GSA creates unfunded mandates for WRA
- Past relationships more effective when there was embedded institutional Staff knowledge

# Assessment Findings (4)

<u>Current CSIP Functionality</u> - Majority of Staff and Directors have shared concerns.

- Deferred maintenance
- Minimized financial investments
- Annual costs

# Assessment Findings (5)

<u>Current / Future CSIP Challenges: OPERATIONAL</u> - Staff and Directors have shared perspectives BUT differing views on causes.

CSIP operations are not effectively managed:

- Lack of shared organizational values and mission
- Lack of vision about who is served and why
- Lack of effective communication
- Lack of effective fiscal oversight/management
- Staff silos

# Assessment Findings (6)

<u>Current / Future CSIP Challenges: FINANCIAL</u> - Staff and Directors have shared perspectives BUT differing views on causes/solutions.

CSIP funding structure does not work:

- Unrealistic public expectations on costs
- Unresolvable challenges to fund acquisition / use
  - Fosters distrust
  - Fosters belief in Conflict of Interest

# Assessment Findings (7)

<u>Current / Future CSIP Challenges: GOVERNANCE</u> - Staff and Directors have shared perspectives AND generally common views on causes.

- COI reported at all Boards. Perceived as:
  - Somewhat inevitable in a "representative democracy"
  - Damaging and untenable for long term decision making and constituent confidence

# Assessment Findings (8)

# Perceived Public/Political Opinion about CSIP

- Strong concerns about management / prioritization of water availability
- No cohesive regional vision
- M1W and WRA each think they are the "go to" for problem solving. Neither is perceived as trusted
- Limited public awareness and outreach

# Assessment Analysis (1)

 Updates to the historic Agreement are important but not addressing other factors for improvement

- The agencies have inevitable and appropriate differences (i.e. missions, values, funding, roles)
- These differences are not faults. They are the "white noise" of regional resource management by multiple agencies

# Assessment Analysis (2)

 CSIP is a shared responsibility but agencies don't speak in terms of a shared decision space or shared governance for CSIP

 Individual agency "sovereignty" can coexist with shared decision space and governance for CSIP

 Shared decision space for CSIP will not happen organically. It must result from mutual, proactive initiatives

# **Assessment Analysis** (3)

 M1W, WRA and GSA have a mutual benefit from accurate public awareness and understanding of CSIP

- M1W and WRA have no methods of succession to foster staff with mutual understanding of CSIP
- Lack of succession planning creates "us and them" behavior by Staff

# Considerations

Create shared CSIP governance structure

Develop mutual staff succession approach

Prepare mutual CSIP Outreach Plan



DMC David M. Ceppos
Public Policy Mediation and Facilitation

916-539-0350 dmceppos@gmail.com



# Item No.4

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

September 16, 2025

## **Board Report**

Legistar File Number: WRAG 25-136

Introduced: 9/2/2025 Current Status: Agenda Ready

Version: 1 Matter Type: WR General Agenda

Consider receiving an update on recommendations from the July 22, 2024, GPP Analytics, Inc. Expense Audit of the Water Recycling Agreement with Monterey One Water.

#### **RECOMMENDATION:**

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

Consider receiving an update on recommendations from the July 22, 2024, GPP Analytics, Inc. Expense Audit of the Water Recycling Agreement with Monterey One Water.

#### SUMMARY/DISCUSSION:

At the request of the Monterey County Water Resources Agency ("Agency"), the County of Monterey Auditor-Controller's Office ("ACO") engaged GPP Analytics, Inc. ("GPP") to conduct a financial audit to assess the accuracy and compliance of expenses reported by Monterey One Water ("M1W") over four fiscal years (FY 2018-19 to FY 2021-22), the audit period, in accordance with the Amended and Restated Water Recycling Agreement Between Monterey Regional Water Pollution Control Agency [now M1W] and Monterey County Water Resources Agency (the "Agreement"). The Agreement was entered into by the Agency and M1W on November 3, 2015, to incorporate and restate agreements that had been developed over the years since the establishment of the Castroville Seawater Intrusion Project ("CSIP"), the Salinas Valley Reclamation Project ("SVRP"), and the Salinas River Diversion Facility ("SRDF"). Subsequently, there have been three minor amendments to the Agreement related to the New Source Water Facilities and more recently a fourth amendment to address multiple Audit recommendations.

The Audit's objectives were to evaluate M1W's expenses for compliance with the provisions of the Agreement. This work was completed through verifying if expenses for the SVRP, CSIP, and the SRDF were reasonably incurred, verifying direct and indirect costs were accurately documented, and assessing financial systems and internal controls. The Audit aimed to verify proper record keeping, accurate reporting, accurate reconciliations, and compliance with the Agreement overall. The Audit resulted in seven findings and subsequent recommendations to address those findings.

In September 2024, Agency and M1W formed a workgroup and a leadership committee to address the findings through the implementation of the Audit's recommendations and/or other identified solutions. The Audit recommendations were focused on ways to improve processes and provide clarity in the Water Recycling Agreement to benefit both agencies going forward. The workgroup and leadership committee have made significant progress over the last year to address the Audit recommendations and will continue to utilize the Audit recommendations as a guide to make future

improvements. The current status of addressing the Audit findings is in attachment 1 which provides an overview of each recommendation, how it has been addressed, and if it is resolved or needs additional work to resolve.

## **OTHER AGENCY INVOLVEMENT:**

The Agency has worked with M1W throughout the audit phases.

## **FINANCING**:

Staff time to participate in the workgroup meetings is included in the FY2026 approved budget and no additional costs are associated with receiving this update on Audit recommendations.

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

### Attachments:

1. August 2025 Status Update of the Water Recycling Agreement Expense Audit Recommendations



Item No.

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

September 16, 2025

## **Board Report**

Legistar File Number: WRAG 25-136

Introduced: 9/2/2025 Current Status: Agenda Ready

Version: 1 Matter Type: WR General Agenda

Consider receiving an update on recommendations from the July 22, 2024, GPP Analytics, Inc. Expense Audit of the Water Recycling Agreement with Monterey One Water.

### RECOMMENDATION:

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

Consider receiving an update on recommendations from the July 22, 2024, GPP Analytics, Inc. Expense Audit of the Water Recycling Agreement with Monterey One Water.

#### SUMMARY/DISCUSSION:

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guide to make future improvements. The current status of addressing the Audit findings is in attachment 1 which provides an overview of each recommendation, how it has been addressed, and if it is resolved or needs additional work to resolve.

## OTHER AGENCY INVOLVEMENT:

The Agency has worked with M1W throughout the audit phases.

## **FINANCING**:

Staff time to participate in the workgroup meetings is included in the FY2026 approved budget and no additional costs are associated with receiving this update on Audit recommendations.

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

DocuSigned by:

Ara Azhderian, General Manager, (831) 755-4860

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## Attachments:

1. August 2025 Status Update of the Water Recycling Agreement Expense Audit Recommendations



# Monterey County Water Resources Agency and Monterey One Water Water Recycling Agreement Expenses Audit performed by GPP Analytics, Inc. Dated July 22, 2024



## Recommendation List

The following is a table showing all recommendation made in the audit and who they are addressed to.

	Recommendation Addressed To	Recommendation	Status as of August 12, 2025	Complete
1.1	Water Resources Agency	Seek a refund in the amount of \$1,110,117.41.	Staff have been focused on Amendment #4 to the ARWRA. Addressing this recommendation is the next priority for both Agencies.	No
1.2	Water Resources Agency and Monterey One Water	Agree to and document the method to calculate indirect costs to be used in future years and amend the Agreement to reflect this decision. The selected method should be compliant with the requirements set for the in Section 8.03 of the Agreement, and the Agreement should include a final version of the methodology and exclude words such as "sample" and "draft".	Agreement to update methodology and timeline is included in ARWRA Amend. #4, Sections 7.02(1)(iv) and 8.02(7) describes the requirements. An indirect cost rate of 14.5% has been agreed upon for FY 2024–25 and 2025–26. A cost allocation method for future years will be developed collaboratively by both agencies. The agreed-upon cost allocation method will be incorporated as a future amendment to the agreement.	In Progress
1.3	Water Resources Agency and Monterey One Water	Amend the Agreement to require that Monterey One Water must submit working papers that support and document the calculation of the indirect cost allocation amount charged to the Water Resources Agency. The working papers should include sufficient detail for the Water Resources Agency to verify how all calculations were made and any assumptions that were used in the calculations.	Included in ARWRA Amend. #4, Section 8.02(1) A cost allocation method for years beyond FY 2025-2026 will be developed collaboratively by both agencies. The agreed-upon cost allocation method will be incorporated as an amendment to the agreement.	In Progress
2.1	Monterey One Water	Write and implement an organization-wide policy where supervisors of staff who directly bill time to the Water Resources Agency's projects review all work order time entered and timesheet time prior to approving timesheets for payroll. If the supervisor sees a possible discrepancy, the	M1W has implemented a policy to ensure labor hours for O&M related work are properly documented in its payroll system (Eden) and	In Progress



# Monterey County Water Resources Agency and Monterey One Water Water Recycling Agreement Expenses Audit performed by GPP Analytics, Inc. Dated July 22, 2024



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		policy should direct them to reconcile the information in both systems before approving the timesheet. This will help improve the accuracy of data in both systems.	asset management system (Lucity).	
2.2	Monterey One Water	Once any necessary corrections have been made to work order or timesheet information, Monterey One Water should provide the Water Resources Agency with detailed monthly reports of time from both systems. This will allow the Water Resources Agency to monitor Monterey One's progress and better assess the accuracy of time billed.	Lucity is used solely for work orders related to O&M and will never reflect total work hours worked on WRA projects. For example, hours for Capital Projects and water quality sampling/testing are not included in Lucity.  However, M1W is reviewing the functionality of its work order system and separate payroll system to determine how best to generate a monthly report for each of the WRA programs to ensure billing accuracy and accountability.	In Progress
2.3	Monterey One Water	Seek to integrate its work order time entry with its timesheet entry for payroll. Such an integration will improve staff compliance while also saving staff time by entering their billable hours in a single place.	M1W is currently implementing a new Enterprise Resource Planning (ERP) system that will include payroll functionality. As a result, the outgoing payroll system (Eden) and asset management system (Lucity) will not be integrated. However, monthly documentation to be developed should show clear correlation between the two systems. Future integration, if available and cost-effective, could be considered.	Pending – To be determin ed at a later date
3.1	Monterey One Water	Implement a formal procedure for monthly reporting, assigning this responsibility explicitly to designated staff.	Included in ARWRA Amend. #4, Section 8.04(1). M1W is in the process of developing and implementing a reporting procedure for Fiscal Year 2026.	In Progress
3.2	Monterey One Water	Develop a backup plan or succession strategy for critical roles and responsibilities in the Finance Department, ensuring continuity in fulfilling key requirements of the Agreement, including the monthly expenditure reports.	M1W remains committed to fulfilling the reporting requirements outlined in the agreement, and ambiguities clarified in ARWRA Amend. #4 will help ensure continuity and compliance.	In Progress



# Monterey County Water Resources Agency and Monterey One Water Water Recycling Agreement Expenses Audit performed by GPP Analytics, Inc. Dated July 22, 2024



4.1	Monterey One	Amend the Agreement to reflect the following:		
	Water and Water			
	Resources Agency	Require that any funds related to the Water Resources     Agency's programs should be audited annually and     reported in a separate annual audit report on these     funds due to the Water Resources Agency no later than     December 31st of each year. The Water Resources     Agency's programs should be charged for these	Included in ARWRA Amend. #4, Section 8.03(1) by January 31st of each year.	Yes
		<ul> <li>Agency's programs should be charged for these additional auditing costs.</li> <li>Require that the reconciliation statement be provided by Monterey One Water to the Water Resources Agency annually by December 31st of each year.</li> </ul>	Included in ARWRA Amend. #4, Section 8.03(1) by January 31 <sup>st</sup> of each year.	Yes
		<ul> <li>Require the reconciliation statement be produced by comparing the budgeted program costs against the actual amount incurred in the audited statements. This reconciliation statement shall be produced in the form of Cash Flow Statements in separate audited Financial Statement of WRA programs and will form the basis of any resulting refund.</li> </ul>	Included in ARWRA Amend. #4, Section 8.03(1).	Yes
		<ul> <li>Require that if budget savings are identified in the reconciliation statement, that such savings are applied by issuing a refund to the Water Resources Agency no later than January 31st.</li> </ul>	Included in ARWRA Amend. #4, Section 8.03(1) by February 15 <sup>th</sup> of each year.	Yes
		Require Monterey One Water to maintain each Water Resources Agency program, including any future programs or facilities, in separate enterprise funds for each program.	Included in ARWRA Amend. #4, Section 7.01(1).	Yes
		<ul> <li>Prohibit Monterey One Water from including encumbered funds in the annual reconciliation statements submitted to the Water Resources Agency.</li> </ul>	Included in ARWRA Amend. #4, Section 8.03(1).	Yes
		Require that Monterey One Water cannot move monies between each individual enterprise fund established for each Water Resources Agency program.	Included in ARWRA Amend. #4, Section 7.01(1).	Yes
		Require that the Water Resources Agency hold reserve amounts in separate "Restricted Cash" accounts for each program to provide for an operational, maintenance, capital, and all other non-debt service costs based on 45 days working capital.	Will be in future ARWRA amendment that covers Section 9.	No
		Require that Monterey One Water hold reserve amounts in separate "Restricted Cash" accounts for each program funded by the Water Resources Agency and based on all legally required debt service reserves.	Will be in future ARWRA amendment that covers Section 9.	No
4.2	Monterey One Water	Continue its required monthly reporting as discussed in Finding 3 of this audit report.	Included in ARWRA Amend. #4, Section 8.04(1).	Yes



# Monterey County Water Resources Agency and Monterey One Water Water Recycling Agreement Expenses Audit performed by GPP Analytics, Inc. Dated July 22, 2024



4.3	Monterey One Water	Move each program of the Water Resources Agency into individual enterprise funds starting in Fiscal Year 2024–25. Prior to moving these funds, Monterey One Water should first get approval from the Water Resources Agency on the specific redistribution of any pooled cash to be redistributed to the individual funds.	M1W has established individual funds for each WRA program. The newly created funds are as follows: Fund 04 – (SVRP), Fund 05 – (CSIP), Fund 06 – (SRDF)	Yes
5.1	Monterey One Water	Reimburse the Water Resources Agency for the \$1,110,117.41 it overcharged for indirect costs during the four audit years, as stated in Finding 1.	Staff have been focused on Amendment #4 to the ARWRA. Addressing this recommendation is the next priority for both Agencies.	No
6.1	Monterey One Water and Water Resources Agency	Implement the recommendations made in Findings 1-4.	Since last year, M1W and WRA have been in discussions to finalize necessary revisions to the ARWRA to satisfy findings 1-4. Amendment #4 was approved, with an effective date of July 1, 2025.	In Progress, based on above.
7.1	Monterey One Water and Water Resources Agency	Revise the Agreement to include provisions that if problems arise between the parties and are unresolved for longer than 30 days, they be escalated and reported to both entities' Boards of Directors by email and added to the agendas for discussion at the next scheduled meetings. This might include, but not be limited to, any missed reporting deadlines by any party or ongoing disagreement between staff regarding the accuracy of financial reporting. This will encourage M1W to better adhere to their reporting requirements of the Agreement and more quickly escalate any disagreements about information accuracy to each board. Once reported, the boards will be more informed to enact a solution to resolve any dispute.	Will be in future ARWRA amendment that covers Section 13. As a first step, processes have been outlined in Amendment #4, and meetings have been set up to enhance communication between the agencies. The following meetings have been established: leadership meetings and monthly expenditure meetings.	In progress



Item No.

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

September 16, 2025

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### RECOMMENDATION:

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

Consider receiving an update on recommendations from the July 22, 2024, GPP Analytics, Inc. Expense Audit of the Water Recycling Agreement with Monterey One Water.

#### SUMMARY/DISCUSSION:

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guide to make future improvements. The current status of addressing the Audit findings is in attachment 1 which provides an overview of each recommendation, how it has been addressed, and if it is resolved or needs additional work to resolve.

## OTHER AGENCY INVOLVEMENT:

The Agency has worked with M1W throughout the audit phases.

## **FINANCING**:

Staff time to participate in the workgroup meetings is included in the FY2026 approved budget and no additional costs are associated with receiving this update on Audit recommendations.

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

DocuSigned by:

Ara Azhderian, General Manager, (831) 755-4860

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## Attachments:

1. August 2025 Status Update of the Water Recycling Agreement Expense Audit Recommendations



Item No.

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September 16, 2025

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Introduced: 9/2/2025 Current Status: Agenda Ready

Version: 1 Matter Type: WR General Agenda

Receive a presentation by David Ceppos on the Department of Water Resources Facilitation Support Services (DWR FSS) Assessment for the Castroville Seawater Intrusion Project (CSIP)

### RECOMMENDATION:

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

Receive a presentation by David Ceppos on the Department of Water Resources Facilitation Support Services (DWR FSS) Assessment for the Castroville Seawater Intrusion Project (CSIP)

#### SUMMARY/DISCUSSION:

The Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) received funding from California's Department of Water Resources Facilitation Support Services (DWR FSS) to perform an assessment for the Castroville Seawater Intrusion Project (CSIP). The SVBGSA then hired, David M. Ceppos, Public Policy Mediation and Facilitation to perform those services. This included interviews with staff and Board Directors from the SVBGSA, Monterey County Water Resources Agency and Monterey One Water, to perform the assessment. The key results of that assessment will be presented by Mr. Ceppos.

#### OTHER AGENCY INVOLVEMENT:

California Department of Water Resources entered into an agreement with the Salinas Valley Basin Groundwater Sustainability Agency to perform these services. Monterey One Water was also involved in the interview process.

## FINANCING:

California Department of Water Resources funded this assessment and presentation by Dave Ceppos.

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

DocuSigned by:

Approved by:

Ara Azhderian General Manager (831) 755-4860

Ara Azhderian, General Manager, (831) 755-4860

#### Attachments:

1. Assessment for Castroville Seawater Intrusion Project (CSIP) Presentation