

County of Monterey

*Cayenne Room
1441 Schilling Place
Salinas Ca. 93901*



Meeting Agenda

Tuesday, February 17, 2026

1:00 PM

Cayenne Room - 1441 Schilling Place Salinas Ca. 93901

Water Resources Agency Board of Directors

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

Participation in meetings:

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

1. You may attend in person

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

3. For ZOOM participation please join by computer audio at: <https://montereycty.zoom.us/j/99102594638>, passcode 738282

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

+1 669 900 6833 US (San Jose)

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+1 929 205 6099 US (New York)

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Enter this Meeting ID number: 991 0259 4638 when prompted. Please note the Participant Code, 738282 or press # again after the recording prompts you.

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

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

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

WRAPubliccomment@countyofmonterey.gov or to: mcwater@countyofmonterey.gov

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

Participacion en Reuniones:

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

1. Podar asistir personalmente a la reunion; o,
2. Asistir por Zoom (informacion a continuacion), que observe la transmisión de la reunión de la Junta Directiva en vivo por http://monterey.granicus.com/ViewPublisher.php?view_id=19 o <http://www.mgtvonline.com/>
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Se le colocará en la reunion como asistente; cuando desee hacer un comentario público si esta unido por la computadora utilice la opción de levantar la mano en el chat de la pantalla; o por teléfono presione *9 en su teclado.

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

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

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

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

Call to Order at 1:00 P.M.

Roll Call

Pledge of Allegiance

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

Public Comments

Committee Appointments

1. Chair to make appointments to Water Resources Advisory Committee (WRAC), consisting of Chair, Vice-Chair, two Board Members and public appointments.

Consent Calendar

2. Approve the Action Minutes of the Board of Directors meeting held on January 20, 2026.

Attachments: [draft BOD Minutes January 20, 2026](#)

3. Receive the Monterey County Water Resources Agency FY 2025-26 Financial Status Report through December 31, 2025. (Staff: Nan Kim)

Attachments: [Board Report](#)

[FY26 2025 12 Quarter 2 Financial](#)

4. Authorize the General Manager to enter into the Second Amendment to the Subgrant Agreement with the Salinas Valley Basin Groundwater Sustainability Agency to increase by \$200,000 the amount of funding for Monterey County Water Resources Agency services in support of Sustainable Groundwater Management Round 2 Implementation Grants #4600015881 (SVBGSA) and #4600015624 (MCWDGSA), for a maximum payable amount of \$600,000; and authorize the General Manager to execute up to two no-cost amendments to the Subgrant Agreement. (Staff: Amy Woodrow)

Attachments: [Board Report](#)
[Attachment 1 SGM R2 Subgrant Agreement MCWRA](#)
[Attachment 2 SGM R2 Subgrant Agrmnt Amend 1](#)
[Attachment 3 SGM R2 Subgrant Agreement Amendment 2](#)
[Board Order](#)

5. Approve Amendment No. 3 to the Agreement for Services with JDI Electrical Services, Inc., to increase the dollar amount by \$85,000 for a total contract amount not-to-exceed \$235,000 and extend the term of the Agreement to June 30, 2029, to provide electrical maintenance and repair services for the Nacimiento Dam Hydroelectric Power Plant; and authorize the General Manager to execute the amendment. (Staff: Manuel Saavedra)

Attachments: [Board Report](#)
[Original Agreement \(JDI Electrical Services\)](#)
[Amendment No. 1 \(JDI Electrical Services\)](#)
[Amendment No. 2 \(JDI Electrical Services\)](#)
[Board Order](#)

Action Items

6. Receive an update on staff's participation in the Salinas Valley Basin Groundwater Sustainability Agency Advisory Committee. (Staff: Shaunna Murray)

Attachments: [Board Report](#)

7. Receive an update on the Castroville & Eastside Canals and Alternatives Preliminary Feasibility Study. (Staff: Shaunna Murray)

Attachments: [Board Report](#)
[Castroville & Eastside Canals and Alternatives Presentation Feb 2026 MCWRA](#)

8. Receive an update on the New Seawater Intrusion Project (NSIP) Feasibility Study. (Staff: Shaunna Murray)

Attachments: [Board Report](#)
[Presentation NSIP 2026-02 Final](#)

Key Information and Calendar of Events

9. February and March 2026 Calendars.

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

General Manager's Report

- 10.
1. Personnel
 2. Groundwater Monitoring Program
 3. Dam Safety & Operations Future Funding Strategy

Attachments: [2026-02-17 GM Report](#)

Committee Reports

11. Committee Agenda's for January 2026 and February 2026:

- Joint Water Resources/Board of Supervisors Leadership Committee Meeting Agenda
- Water Resources Agency Planning Committee Meeting Agenda
- Water Resources Agency Finance and Administration Committee Meeting Agenda

Attachments: [final JBL Agenda Revised January 26, 2026](#)

[final Planning Agenda February 4, 2026](#)

[final FAC Agenda February 6, 2026](#)

Information Items

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

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

Correspondence

- 13.
1. Email Correspondence dated January 21, 2026, to Ara Azhderian, General Manager, Board of Directors, Monterey County Water Resources, Clerk of the Board from Bill Lipe, General Public re; General Public Comment - The Economic Kill-Switch of State Intervention.
 2. Email Correspondence dated February 10, 2026, to Ara Azhderian, General Manager, Board of Directors, Monterey County Water Resources, from Christopher Bunn, President Salinas Basin Water Alliance, re; Public Comment CSIP Analysis.

Attachments: [Public Comment -The Economic Kill Switch](#)

[Public Comment - CSIP Analysis](#)

Board of Directors Comments

Adjournment



County of Monterey

Item No.1

Board Report

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

Legistar File Number: WRAG 26-037

February 17, 2026

Introduced: 2/5/2026

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Chair to make appointments to Water Resources Advisory Committee (WRAC), consisting of Chair, Vice-Chair, two Board Members and public appointments.



County of Monterey

Item No.2

Board Report

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

Legistar File Number: WRAG 26-021

February 17, 2026

Introduced: 1/29/2026

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Approve the Action Minutes of the Board of Directors meeting held on January 20, 2026.

County of Monterey

*Cayenne Room
1441 Schilling Place
Salinas Ca. 93901*



Meeting Minutes

Tuesday, January 20, 2026

12:00 PM

Cayenne Room - 1441 Schilling Place Salinas, Ca. 93901

Water Resources Agency Board of Directors

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

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

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

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

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

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

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MEETING MAY BE PAUSED WHILE A FIX IS ATTEMPTED BUT THE MEETING MAY

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lo indique.

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TENGA EN CUENTA: SI TODOS LOS MIEMBROS DE LA JUNTA ESTÁN

PRESENTES EN

PERSONA, LA PARTICIPACIÓN PÚBLICA DE ZOOM ES SOLO POR

CONVENIENCIA Y NO

ES REQUERIDA POR LA LEY. SI EL FEED DE ZOOM SE PIERDE POR CUALQUIER MOTIVO, LA REUNIÓN DE LA JUNTA DIRECTIVA PUEDE PAUSARSE MIENTRAS SE INTENTA UNA SOLUCIÓN, PERO LA REUNIÓN PUEDE CONTINUAR A DISCRECIÓN DEL PRESIDENTE.

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Call to Order at 12:00 P.M.

The meeting was called to order at 12:00pm.

Roll Call

Present: Mike LeBarre, Matt Simis, Jason Smith, Ken Ekelund, Mike Scattini, John Baillie (left at 2:18pm), Jon Conatser (resumed meeting at 2:19pm)

Absent: Mark Gonzalez, Deidre Sullivan

Public Comments on Closed Session Items

None

Recess to Closed Session

The Board of Directors recessed to Closed Session at 12:01pm.

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

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

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

Reconvene Meeting at 1:00 P.M.

The meeting reconvened at 1:02 pm.

Pledge of Allegiance

Additions and Correction by Clerk

None

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

Public Comment

Rick Kleinsasser, Scott Johnson

Election of Officers

Upon Motion by Director Ken Ekelund and Second by Director Mike Scattini the Board approved the Nominations for Chair and Vice for the Board of Directors and Committees.

Ayes: Ken Ekelund, Mike Scattini, Jason Smith, Matt Simis, John Baillie, Mike LeBarre

Noes: None

Absent: Jon Conatser, Deidre Sullivan, Mark Gonzalez

Recused: None

Director Comments: John Baillie

Public Comments: None

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

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

Ceremonial Resolution

Director Comments: Jason Smith, Ken Ekelund, John Baillie, Mike Scattini, Matti Simis, Mike LeBarre

Public Comments: Norm Groot

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

Presentations

Directors Comments: Ken Ekelund, Mike Scattini

Public Comments: None

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

Consent Calendar

Upon Motion by Director Ken Ekelund and Second by Director Jason Smith approved the Consent Calendar. Consent Item #8 was pulled from Consent Calendar by Director John Baillie for further discussion.

Ayes: Mike LeBarre, John Baillie, Ken Ekelund, Jason Smith, Matt Simis, Mike Scattini

Noes: None

Absent: Deidre Sullivan, Jon Conatser, Mark Gonzalez

Abstained: None

Recused: None

Director Comments: None

Public Comments: None

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

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

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

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

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

Woodrow)

- Attachments:** [Board Report](#)
[Att1 Agreement for Services Balance Hydrologics](#)
[Att2 Amendment 1 Balance Hydrologics](#)
[Board Order](#)

Director Comments: John Baillie
Public Comments: None

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

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

Action Items

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

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

Upon Motion by Director Jason Smith and Second by Director Mike Scattini approved the 2026 Board of Directors and Committee Meeting Calendars and approve 1441 Schilling Place Salinas Ca. 93901 as the Board of Directors meeting location for the Monterey County Water Resources Agency.

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

Director Comments: John Baillie, Mike LeBarre, Mike Scattini, Ken Ekelund
Public Comments: None

11. Approve Amendment No. 1 to the Professional Service Agreement with Larry Walker and Associates

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

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

Upon Motion by Director Mike LeBarre Second by Director Jason Smith approved Amendment No. 1 to the Professional Service Agreement with Larry Walker and Associates for the CSIP Title 22 Engineering Report and Permit Migration Project, to increase the dollar amount by \$219,860.00 for a total contract amount not to exceed \$401,250.00; and authorize the general Manager to execute Amendment No. 1.

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

Director Comments: Matt Simis
Public Comments: None

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

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

Upon Motion by Director Jason Smith and Second by Director John Baillie approved authorizing execution of a Professional Services Agreement with Vega Economics for maximum amount payable of one hundred seventy thousand dollars (\$170,000.00) to perform a dam ownership regulatory program cost study.

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

Director Comments: John Baillie, Matt Simis
Public Comments: None

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

Attachments: [MCWRA Boat Dock Correspondence](#)

Upon Motion by Director Jason Smith and Second by Director Ken Ekelund approved forming an Ad-Hoc Committee to respond to the January 12, 2026, letter received from certain Nacimiento Reservoir boat dock licensees requesting a transitional process to address un-encapsulated foam dock floats and other boat dock program compliance issues.

Ayes: Jason Smith, Matt Simis, Ken Ekelund, Mike Scattini, John Baillie, Mike LeBarre

Noes: None

Absent: Deidre Sullivan, Jon Conatser, Mark Gonzalez

Director Comments: Ken Ekelund

Public Comments: Norm Groot

Key Information and Calendar of Events

Director Comments: None

Public Comments: None

14. January and February 2026 Calendars.

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

General Manager's Report

Director Comments: None

Public Comments: Norm Groot

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

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

Committee Reports

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

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

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

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

Information Items

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

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

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

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

Correspondence

Director Comments: None

Public Comments: None

19. 1. Email Correspondence dated December 2, 2025 to Ara Azhderian, General Manager, Board of Directors, Monterey County Water Resources Agency from Jonathan Rivera, Commission Counsel, Enforcement Division, Fair Political Practices Commission re: MCWRA Rejection Letter Redacted.
2. Email correspondence dated December 3, 2025, to Ara Azhderian, General Manager, Board of Directors, Clerk of the Board, Clerks, Piret Harmon, SVBGSA, Chayito Ibarra M1 Water from Bill Lipe, General Public re: General Public Comment- Reflections following FPPC Closure.

3. Email Correspondence dated January 5, 2026, to Ara Azhderian, General Manager, Shaunna Murray Deputy General Manager, Monterey County Water Resources Board of Directors, from Bill Lipe, General Public Comment re: Triage and Transition Alternative Implementation Packet.
4. Email Correspondence dated January 7, 2026, to Ara Azhderian, General Manager, Board of Directors, Monterey County Water Resources, Clerks, from Bill Lipe, General Public Comment re: Public Comment Agenda Item 2.1 - Board Packet Supplement-Executive Comparison of Reservoir Data.
5. Email Correspondence dated January 7, 2026, to Ara Azhderian, General Manager, Board of Directors, Monterey County Water Resources, Clerks, from Bill Lipe, Public Comment Agenda Item 2.1: SGMA Engine Reality Check.
6. Email Correspondence dated January 12, 2026, to Ara Azhderian, General Manager, Board of Directors, Clerk, from Rick Kleinsasser, MCWRA Board of Directors Meeting January 20, 2026 Letter.

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

Board of Directors Comments

Director Comments: Ken Ekelund, Mike LeBarre, Matt Simis, Jason Smith

Adjournment

The meeting adjourned at 2:29pm.



County of Monterey

Item No.3

Board Report

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

Legistar File Number: WRAG 26-033

February 17, 2026

Introduced: 2/5/2026

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Receive the Monterey County Water Resources Agency FY 2025-26 Financial Status Report through December 31, 2025. (Staff: Nan Kim)

RECOMMENDATION:

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

Receive the Monterey County Water Resources Agency FY 2025-26 Financial Status Report through December 31, 2025.

SUMMARY/DISCUSSION:

The Monterey County Water Resources Agency (Agency) FY 2025-2026 (FY26) Budget was adopted with totals of \$43.21 million in expenditure and \$38.43 million in revenue. In September, the Budget was amended to increase its appropriations by \$400,000 and to increase revenue by \$1,001,606 for Groundwater Monitoring Program expenses and revenues. The FY26 Amended Budget totals \$43.61 million in expenses and \$39.44 million in revenue.

Agency’s total actual revenue received between July 1, 2025, through December 31, 2025, was \$16.74 million, which includes special assessments of \$10.82 million, grant payments of \$1.1 million, grazing lease & interest payment of \$0.65 million and \$1.27 million of Water Delivery and Service fee payments. The total revenue received was 42% of FY26 revenue budget.

Total actual expenditures during the reporting period were \$22.68 million. Of the total expenditure, \$3.24 million was salaries and benefits, \$12.51 million was contractor/professional services, \$1.37 million was for SVWP bond payments and \$1.83 million was for insurances. The total expenditure through December 31, 2025 was 52% of FY26 budgeted expenditure of \$43.61 million.

Summary of Agency’s consolidated fund balance estimate for FY26 is as follows:

	Amended Budget	Year-To-Date Amount
FY26 Beg. Fund Balance	\$22,918,135	\$22,918,135
FY26 Revenues	39,437,673	16,740,949
<u>FY26 Expenditures</u>	<u>(43,605,541)</u>	<u>(22,677,367)</u>
FY26 Fund Balance (use)	(4,167,868)	
FY26 Est. Available Fund Balance	\$18,749,873	\$16,981,718

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

There is no financial impact for receiving this report.

At the meeting on September 16, 2025, the Agency Board of Supervisors approved a budget amendment of the FY26 Adopted Budget to increase its appropriations by \$400,000 and to increase revenue by \$199,070, funded by grant revenue and payment of \$802,536, financed via a Master Agreement for Professional Services with the Salinas Valley Basin Groundwater Sustainability Agency.

Monthly and quarterly financial reports reflect budgetary changes resulting from the amendment starting October 1 Accounting Period 4.

Prepared by: Nan Kyung Kim, Finance Manager III, (831) 755-4860

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

Attachments:

1. FY26 Financial Status Report through December 31, 2025



County of Monterey

Item No.

Board Report

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

Legistar File Number: WRAG 26-033

February 17, 2026

Introduced: 2/5/2026

Current Status: Draft

Version: 1

Matter Type: WR General Agenda

Receive the Monterey County Water Resources Agency FY 2025-26 Financial Status Report through December 31, 2025.

RECOMMENDATION:

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

Receive the Monterey County Water Resources Agency FY 2025-26 Financial Status Report through December 31, 2025.

SUMMARY/DISCUSSION:

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<u>FY26 Expenditures</u>	<u>(43,605,541)</u>	<u>(22,677,367)</u>
FY26 Fund Balance (use)	(4,167,868)	
FY26 Est. Available Fund Balance	\$18,749,873	\$16,981,718

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

There is no financial impact for receiving this report.

At the meeting on September 16, 2025, the Agency Board of Supervisors approved a budget amendment of the FY26 Adopted Budget to increase its appropriations by \$400,000 and to increase revenue by \$199,070, funded by grant revenue and payment of \$802,536, financed via a Master Agreement for Professional Services with the Salinas Valley Basin Groundwater Sustainability Agency.

Monthly and quarterly financial reports reflect budgetary changes resulting from the amendment starting October 1 Accounting Period 4.

Prepared by: Nan Kyung Kim, Finance Manager III, (831) 755-4860

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

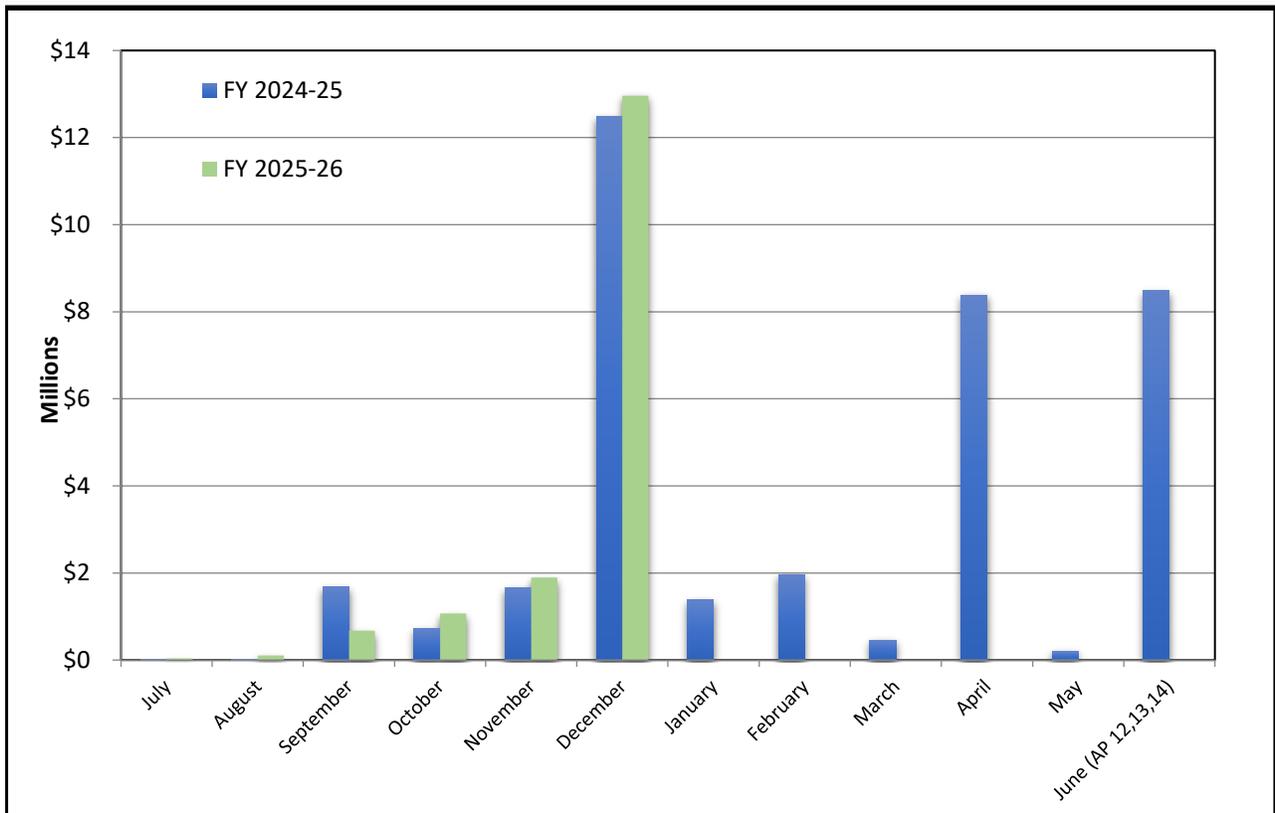
Attachments:

1. FY26 Financial Status Report through December 31, 2025

Monterey County
Water Resources Agency
FY 2025-26 FINANCIAL STATUS REPORT

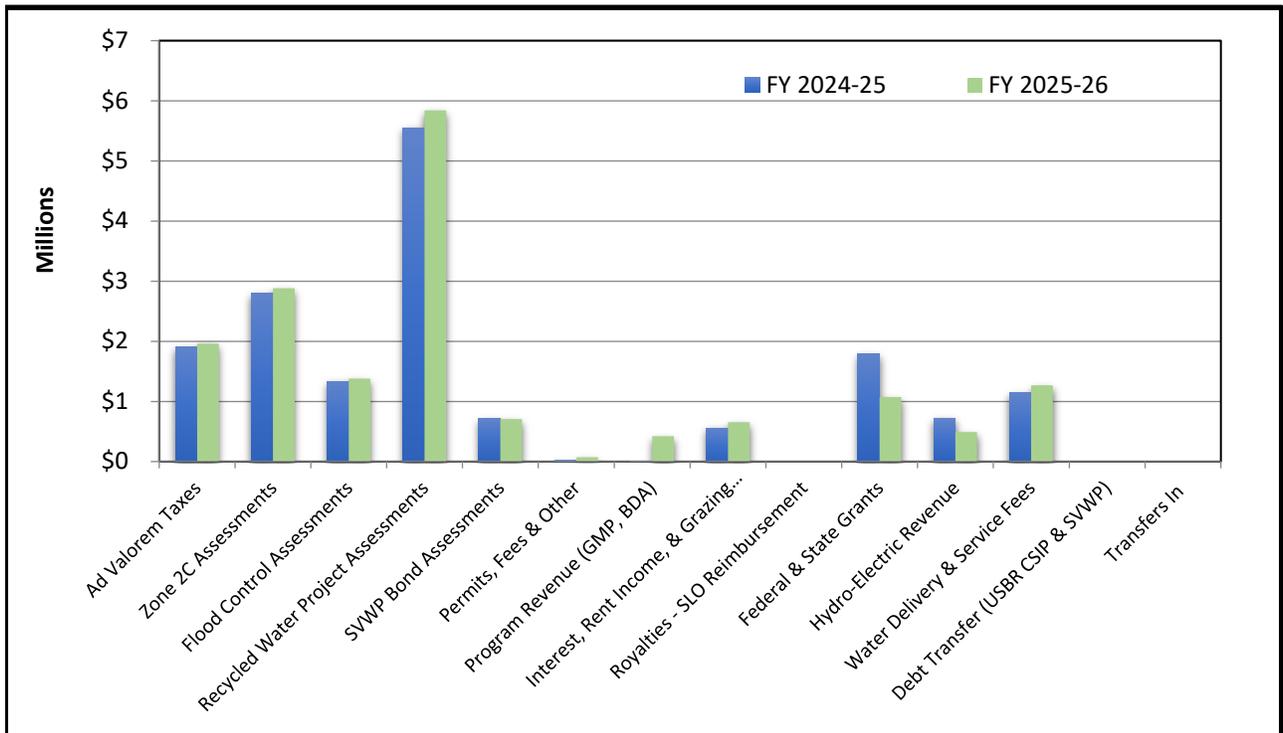
Q2 YTD Actual Revenues

Month By Month Revenues				
	FY 2024-25	% Received	FY 2025-26	% Received
July	7,045	0.0%	36,852	0.1%
August	4,028	0.0%	103,344	0.3%
September	1,681,142	4.0%	677,465	1.7%
October	715,871	5.7%	1,069,550	2.7%
November	1,652,130	9.6%	1,896,697	4.8%
December	12,483,369	39.2%	12,957,042	32.9%
January	1,382,720	42.5%	-	
February	1,962,815	47.2%	-	
March	458,368	48.3%	-	
April	8,382,106	68.2%	-	
May	202,616	68.6%	-	
June (AP 12,13,14)	8,481,362	88.8%	-	
YEAR TO DATE ACTUAL:	37,413,571	88.8%	16,740,949	42.4%
Budgeted Amount	42,154,850		39,437,279	



Monterey County
Water Resources Agency
FY 2025-26 FINANCIAL STATUS REPORT
Q2 YTD Revenues by Source

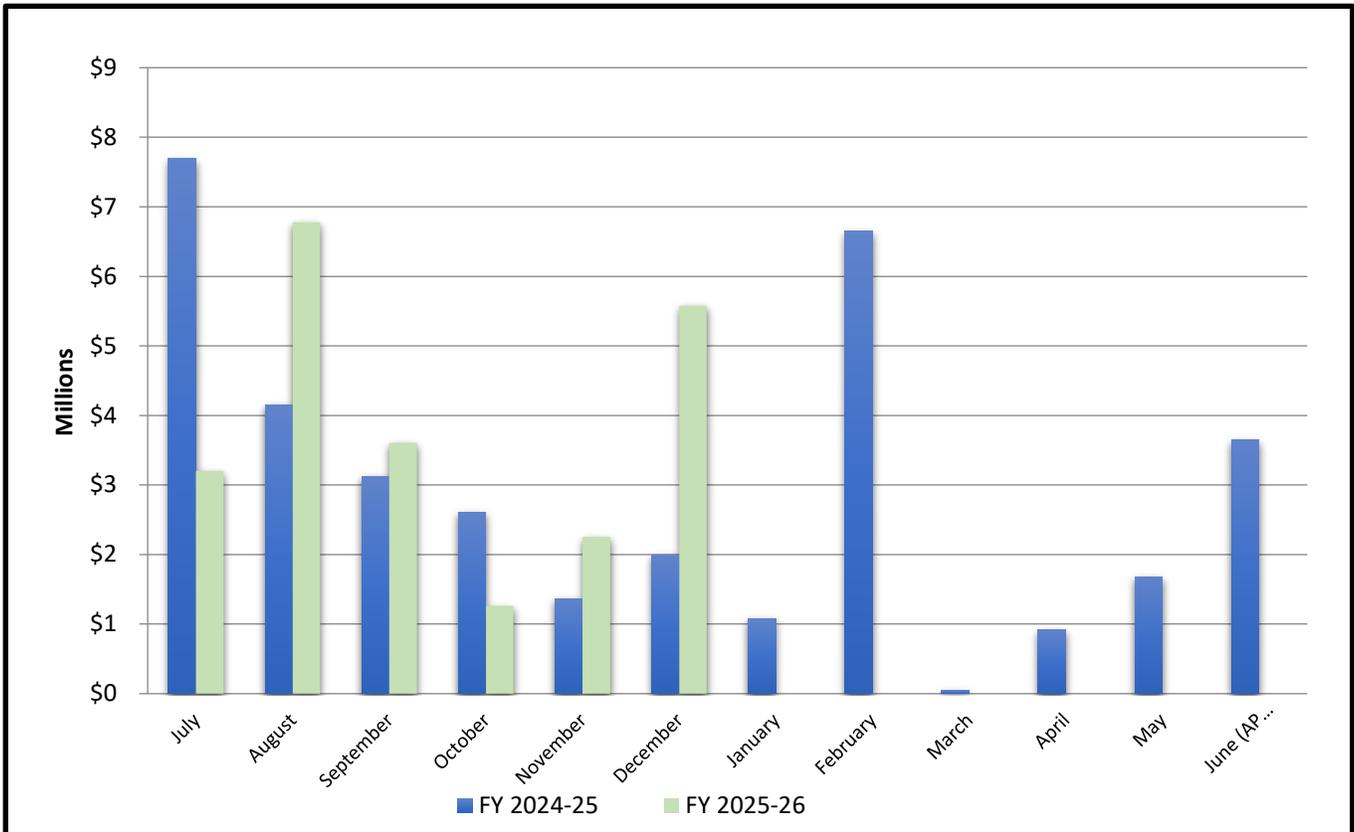
Through Accounting Period 6 - Dec 31		
	FY 2024-25	FY 2025-26
Ad Valorem Taxes	1,907,767	1,959,252
Zone 2C Assessments	2,801,234	2,883,863
Flood Control Assessments	1,334,922	1,379,658
Recycled Water Project Assessments	5,554,154	5,840,640
SVWP Bond Assessments	712,967	708,110
Permits, Fees & Other	19,222	69,805
Program Revenue (GMP, BDA)	4,100	421,128
Interest, Rent Income, & Grazing Leases	557,913	653,636
Royalties - SLO Reimbursement	0	0
Federal & State Grants	1,790,067	1,069,549
Hydro-Electric Revenue	718,623	489,483
Water Delivery & Service Fees	1,142,615	1,265,826
Debt Transfer (USBR CSIP & SVWP)	0	0
Transfers In	0	0
YEAR TO DATE TOTAL:	16,543,585	16,740,949



Monterey County
Water Resources Agency
FY 2025-26 FINANCIAL STATUS REPORT

Q2 YTD Actual Expenditures

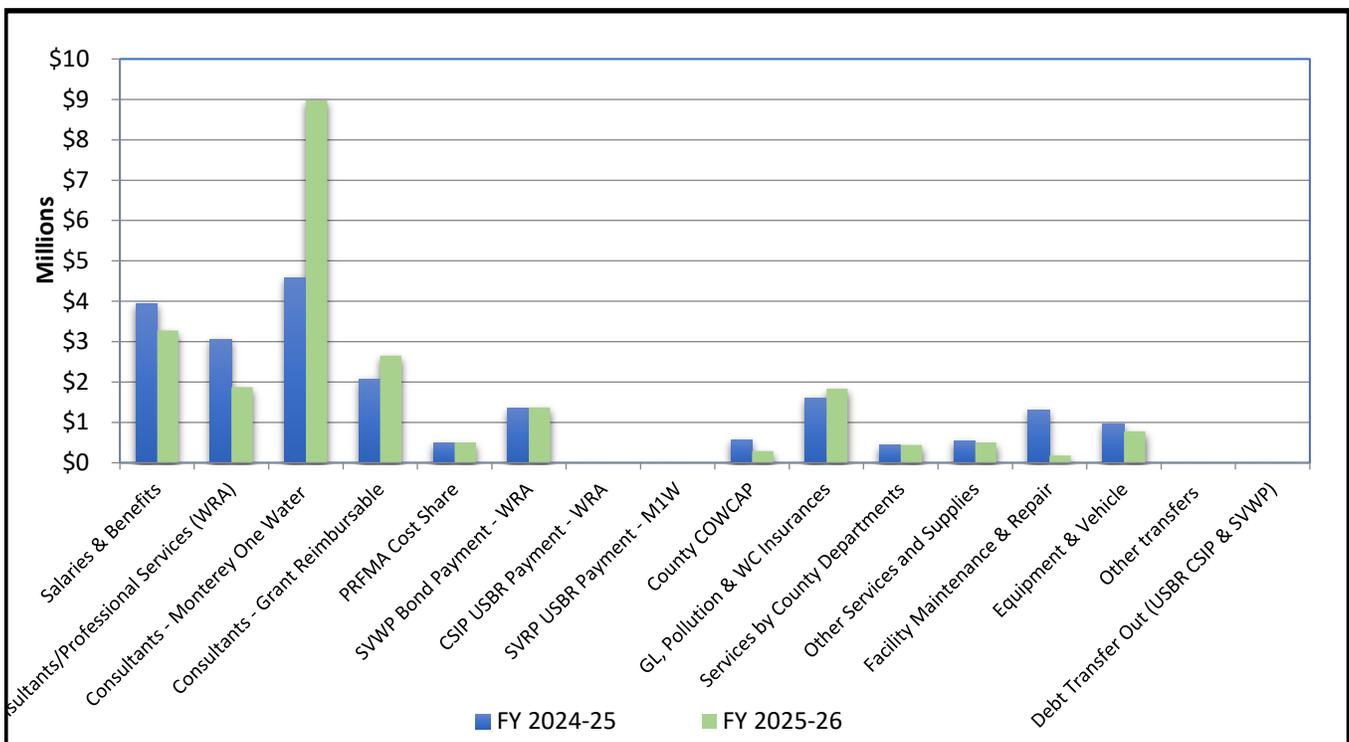
Month By Month Expenditures				
	FY 2024-25	% Expended	FY 2025-26	% Expended
July	7,692,836	15.8%	3,202,490	7.3%
August	4,149,850	24.3%	6,774,328	15.5%
September	3,125,338	30.7%	3,607,164	8.3%
October	2,612,806	36.1%	1,260,916	2.9%
November	1,364,959	38.9%	2,254,543	5.2%
December	1,996,632	43.0%	5,577,926	12.8%
January	1,076,537	45.2%	-	
February	6,650,206	58.8%	-	
March	49,849	58.9%	-	
April	918,854	60.8%	-	
May	1,681,153	64.2%	-	
June (AP 12,13,14)	3,650,742	71.7%	-	
YEAR TO DATE ACTUAL:	34,969,763	71.7%	22,677,367	52.0%
Budgeted Amount	48,759,795		43,605,541	



Monterey County
Water Resources Agency
FY 2025-26 FINANCIAL STATUS REPORT

Q2 YTD Expenditures by Type

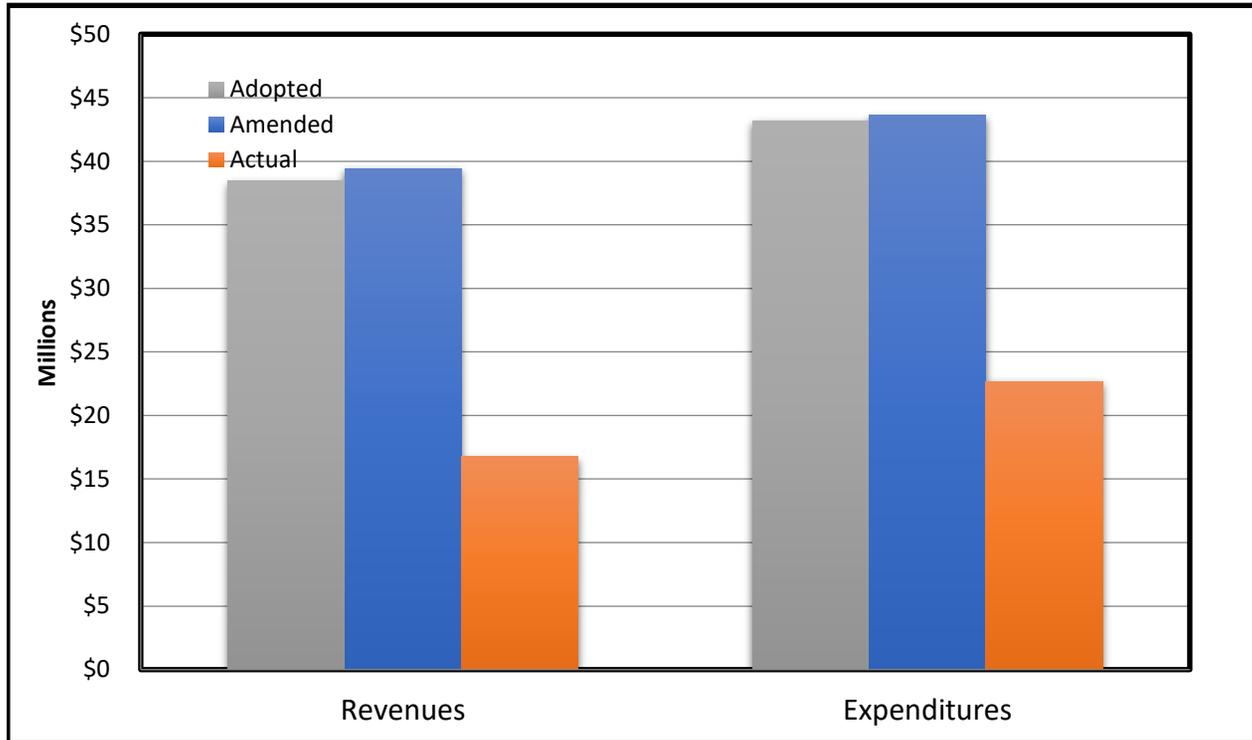
Through Accounting Period 6 - Dec 31		
	FY 2024-25	FY 2025-26
Salaries & Benefits	3,942,906	3,273,729
Consultants/Professional Services (WRA)	3,064,252	1,870,397
Consultants - Monterey One Water	4,581,517	8,979,968
Consultants - Grant Reimbursable	2,078,215	2,656,009
PRFMA Cost Share	491,511	503,307
SVWP Bond Payment - WRA	1,341,919	1,369,294
CSIP USBR Payment - WRA	-	0
SVRP USBR Payment - M1W	-	0
County COWCAP	573,662	292,183
GL, Pollution & WC Insurances	1,612,400	1,831,960
Services by County Departments	434,164	438,012
Other Services and Supplies	545,506	504,105
Facility Maintenance & Repair	1,313,648	181,774
Equipment & Vehicle	962,722	776,628
Other transfers	-	0
Debt Transfer Out (USBR CSIP & SVWP)	-	0
YEAR TO DATE TOTAL:	20,942,422	22,677,367



**MONTEREY COUNTY
WATER RESOURCES AGENCY
FY 2025-26 FINANCIAL STATUS REPORT**

For Q2 Ending: December 31, 2025

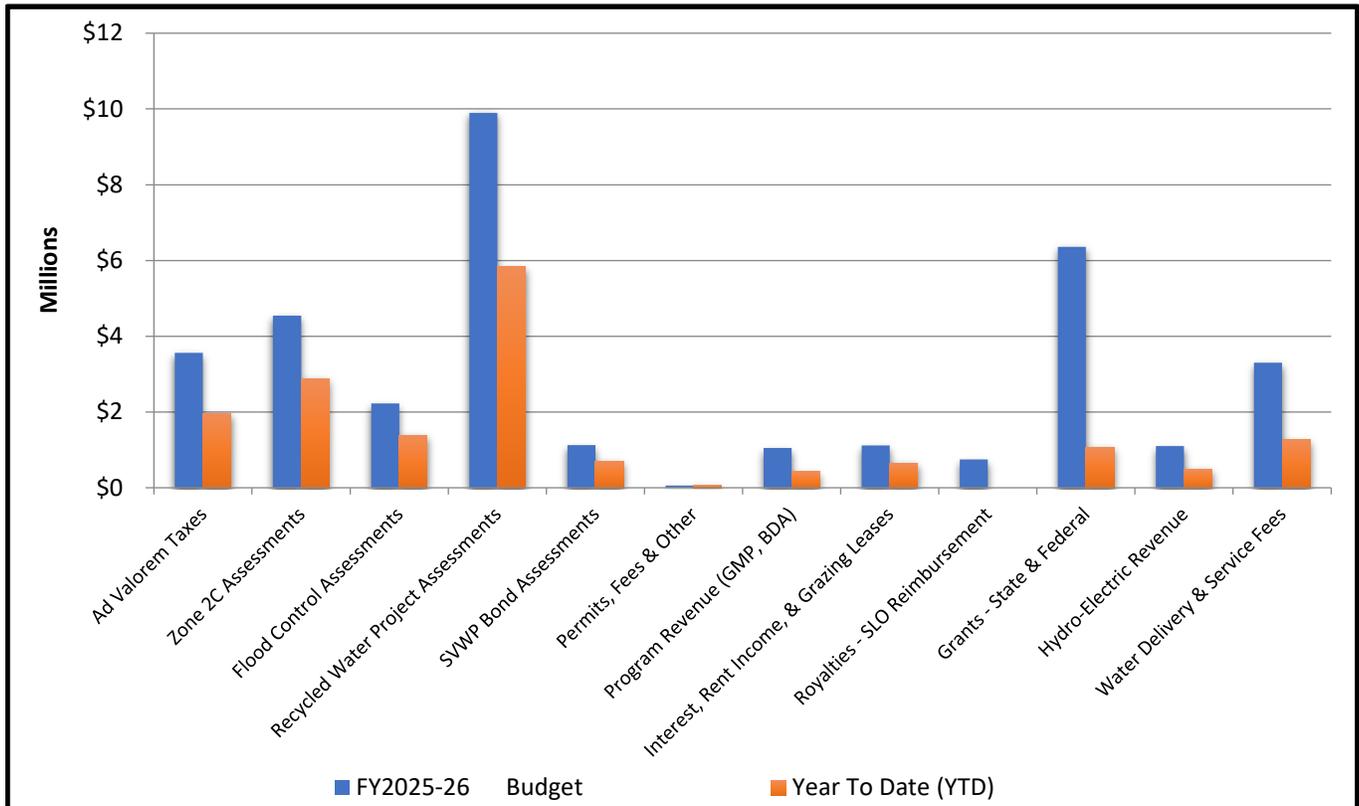
Budget Variance Analysis			
Category	Approved Budget	Amended Budget	YTD Actual
Estimated Beginning Fund Balance	22,918,135	22,918,135	22,918,135
Revenues	38,435,673	39,437,279	16,740,949
Expenditures	43,205,541	43,605,541	22,677,367
Ending Available Fund Balance	18,148,267	18,749,873	16,981,718



**MONTEREY COUNTY
WATER RESOURCES AGENCY
FY 2025-26 FINANCIAL STATUS REPORT**

Revenue Variance

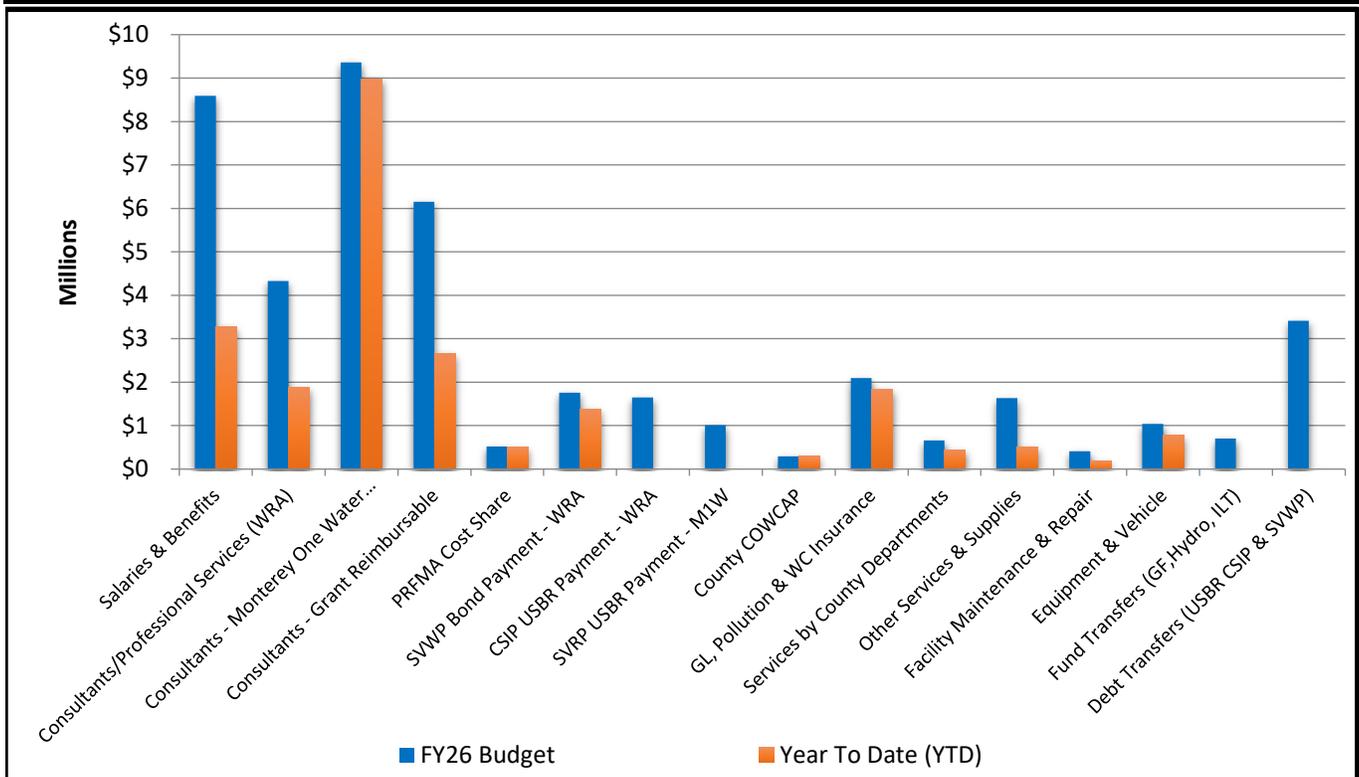
Revenue Variance by Source				
	FY2025-26 Budget	% of Adopted	Year To Date (YTD)	% of YTD vs. Budget
Ad Valorem Taxes	3,558,675	9.0%	1,959,252	55.1%
Zone 2C Assessments	4,544,261	11.5%	2,883,863	63.5%
Flood Control Assessments	2,222,401	5.6%	1,379,658	62.1%
Recycled Water Project Assessments	9,894,133	25.1%	5,840,640	59.0%
SVWP Bond Assessments	1,122,045	2.8%	708,110	63.1%
Permits, Fees & Other	56,421	0.1%	69,805	123.7%
Program Revenue (GMP, BDA)	1,048,956	2.7%	421,128	40.1%
Interest, Rent Income, & Grazing Leases	1,115,369	2.8%	653,636	58.6%
Royalties - SLO Reimbursement	750,000	1.9%	0	0.0%
Grants - State & Federal	6,360,442	16.1%	1,069,549	16.8%
Hydro-Electric Revenue	1,100,000	2.8%	489,483	44.5%
Water Delivery & Service Fees	3,302,362	8.4%	1,265,826	38.3%
Transfers In (from other Agency Funds)	952,500	2.4%	0	0.0%
Debt Transfer (USBR CSIP & SVWP)	3,409,714	8.6%	0	0.0%
TOTAL:	39,437,279	100.0%	16,740,949	42.4%



**MONTEREY COUNTY
WATER RESOURCES AGENCY
FY 2025-26 FINANCIAL STATUS REPORT**

Expenditure Variance

Expenditure Variance by Type				
	FY26 Budget	% of Adopted	Year To Date (YTD)	% of YTD vs. Budget
Salaries & Benefits	8,591,997	19.7%	3,273,729	38.1%
Consultants/Professional Services (WRA)	4,325,414	9.9%	1,870,397	43.2%
Consultants - Monterey One Water Contract Fee	9,357,370	21.5%	8,979,968	96.0%
Consultants - Grant Reimbursable	6,150,000	14.1%	2,656,009	43.2%
PRFMA Cost Share	518,544	1.2%	503,307	97.1%
SVWP Bond Payment - WRA	1,759,714	4.0%	1,369,294	77.8%
CSIP USBR Payment - WRA	1,650,000	3.8%	0	0.0%
SVRP USBR Payment - M1W	1,010,000	2.3%	0	0.0%
County COWCAP	292,184	0.7%	292,183	100.0%
GL, Pollution & WC Insurance	2,091,789	4.8%	1,831,960	87.6%
Services by County Departments	662,584	1.5%	438,012	66.1%
Other Services & Supplies	1,631,679	3.7%	504,105	30.9%
Facility Maintenance & Repair	413,050	0.9%	181,774	44.0%
Equipment & Vehicle	1,041,506	2.4%	776,628	74.6%
Fund Transfers (GF,Hydro, ILT)	700,000	1.6%	0	0.0%
Debt Transfers (USBR CSIP & SVWP)	3,409,714	7.8%	0	0.0%
TOTAL:	43,605,545	100.0%	22,677,367	52.0%



**MONTEREY COUNTY
WATER RESOURCES AGENCY
FY 2025-26 WRA Fund Balances**

For Q2 Ending: December 31, 2025

% Monthly Time Elapsed: 50.00%

			FY2025-26 AMENDED BUDGET				YEAR-TO-DATE Actual					
Fund	Unit	Fund Name	Estimated Beginning Fund Balance	Adopted Budget Expenditures	Adopted Budget Revenue	Estimated Ending Fund Balance	YTD Actual Expenditures	Percent Budget Expended	YTD Actual Revenue	Percent Budget Received	Estimated Current Fund Balance	Fund
111	8267	WRA Administration	4,730,336	5,711,321	5,565,514	4,584,529	2,102,112	36.8%	3,471,285	62.4%	6,099,510	111
112	8484	Pajaro Levee	1,372,962	891,499	687,003	1,168,466	547,208	61.4%	416,787	60.7%	1,242,541	112
116	8485	Dam Operations	3,213,403	11,835,605	11,209,013	2,586,811	5,741,571	48.5%	3,682,531	32.9%	1,154,363	116
121	8486	Soledad Storm Drain	367,964	109,379	112,180	370,765	19,234	17.6%	56,816	50.6%	405,547	121
122	8487	Reclamation Ditch	1,438,146	2,176,631	1,843,282	1,104,797	984,588	45.2%	911,731	49.5%	1,365,289	122
124	8488	San Lorenzo Creek	45,408	56,033	49,898	39,273	11,478	20.5%	26,377	52.9%	60,307	124
127	8489	Moro Cojo Slough	355,787	686,838	365,508	34,457	71,686	10.4%	61,308	16.8%	345,409	127
130	8490	Hydro-Electric Ops	2,717,995	1,817,087	1,172,726	2,073,634	683,824	37.6%	523,006	44.6%	2,557,177	130
131	8491	CSIP Operations	1,651,179	6,664,214	6,423,278	1,410,243	3,064,266	46.0%	2,943,279	45.8%	1,530,191	131
132	8492	SVRP Operations	2,411,061	6,891,960	6,161,150	1,680,251	5,463,175	79.3%	3,535,369	57.4%	483,256	132
134	8493	SRDF Operations	2,200,353	3,233,462	2,432,777	1,399,668	2,540,891	78.6%	1,101,291	45.3%	760,752	134
303	8267	CSIP Debt Service	770,672	1,650,000	1,650,000	770,672	0	0.0%	0	0.0%	770,672	303
313	8494	Debt Services	1,036,761	1,759,714	1,759,714	1,036,761	1,369,294	77.8%	1,777	0.1%	(330,756)	313
426	8495	Interlake Tunnel	606,108	121,798	5,236	489,546	78,041	64.1%	9,393	179.4%	537,460	426
TOTAL:			22,918,135	43,605,541	39,437,279	18,749,873	22,677,367	52.0%	16,740,949	42.4%	16,981,718	

MCWRA Assigned Fund Balance Summary

Fund	Fund Name	BSA	Description	FY25 Ending Balance	Change in FY26	FY26 Ending Balance
111	Administration Fund	3123	Canyon Del Rey Improvement	12,200	0	12,200
116	Dam Operations	3123	Cloud Seeding Reserve	125,000	0	125,000
116	Dam Operations	3123	Capital Project (S.A. Penstock)	840,000	0	840,000
122	Reclamation Ditch	3123	Markeley Swamp Reserve	245,158	0	245,158
131	CSIP Operations	2569	USBR Loan Reserve	254,187	0	254,187



County of Monterey

Item No.4

Board Report

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

Legistar File Number: WRAG 26-032

February 17, 2026

Introduced: 2/5/2026

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Authorize the General Manager to enter into the Second Amendment to the Subgrant Agreement with the Salinas Valley Basin Groundwater Sustainability Agency to increase by \$200,000 the amount of funding for Monterey County Water Resources Agency services in support of Sustainable Groundwater Management Round 2 Implementation Grants #4600015881 (SVBGSA) and #4600015624 (MCWDGSA), for a maximum payable amount of \$600,000; and authorize the General Manager to execute up to two no-cost amendments to the Subgrant Agreement. (Staff: Amy Woodrow)

RECOMMENDATION:

Monterey County Water Resources Agency Board of Directors:

- a. Authorize the General Manager to enter into the Second Amendment to the Subgrant Agreement with the Salinas Valley Basin Groundwater Sustainability Agency to increase by \$200,000 the amount of funding for Monterey County Water Resources Agency services in support of Sustainable Groundwater Management Round 2 Implementation Grants #4600015881 (SVBGSA) and #4600015624 (MCWDGSA), for a maximum payable amount of \$600,000; and
- b. Authorize the General Manager to execute up to two no-cost amendments to the Subgrant Agreement.

SUMMARY/DISCUSSION:

In 2022, the Salinas Valley Basin Groundwater Sustainability Agency (“SVBGSA”) adopted Groundwater Sustainability Plans (“GSP or GSPs”) for the Eastside Aquifer, Forebay Aquifer, Langley Area, and Upper Valley Aquifer Subbasins. Also in 2022, the SVBGSA and Marina Coast Water District Groundwater Sustainability Agency (“MCWDGSA”) adopted a GSP for the Monterey Subbasin.

In 2024, the SVBGSA and MCWDGSA were awarded funding from the State of California Department of Water Resources for Sustainable Groundwater Management Round 2 (“SGM Round 2”) Implementation Grants. The SGM Round 2 grants to the SVBGSA and MCWDGSA include tasks related to expanding well registration and groundwater extraction reporting programs for compliance with the Sustainable Groundwater Management Act (“SGMA”); these tasks are a continuation of work that the Monterey County Water Resources Agency (“Agency”) has been collaborating on with the SVBGSA through a Round 1 Subgrant Agreement that was authorized by the Agency Board of Directors in September 2022. The SGM Round 2 Implementation Grant also includes work to engage interested parties in to further develop and study various GSP implementation

projects.

The Agency Board of Directors approved the Subgrant Agreement on January 21, 2025, which included tasks related to expanding well registration and groundwater extraction reporting programs, in the amount of \$250,000 (Attachment 1). On February 18, 2025, the Agency Board of Directors approved Amendment Number 1 to the Subgrant Agreement, revising the workplan and increasing the amount payable to the Agency by \$150,000, for a total amount of \$400,000 of staff time (Attachment 2). Under the Subgrant Agreement, Agency staff has been working on implementation project studies that are related to Agency operations, facilities and permits, including the New Seawater Intrusion Project, Brackish Groundwater Restoration Project, Reservoir Re-operations, and the Castroville and Eastside Canals Project and Salinas River Water Right 11043 Analysis. Amendment Number 2 to the Subgrant Agreement provides \$200,000 of additional funding, for a total amount of \$600,00 toward Agency staff time (Attachment 3). The funding provided by Amendment Number 2 to the Subgrant Agreement will allow Agency staff to continue supporting project studies and data expansion/SGMA compliance tasks, including expansion and enhancement of the Groundwater Monitoring Program. Work on tasks described in the Subgrant Agreement must be completed by March 31, 2026.

Agency efforts on the work covered by the SGM Round 2 Subgrant Agreement align with Agency Strategic Plan Goal B - Strategy 2: Collaborate with local Groundwater Sustainability Agencies, define MCWRA's role, and implement a GSA integration plan and Goal C - Strategy 6: Pursue grant funding and cost saving opportunities from all available sources, including collaborating with the GSA.

OTHER AGENCY INVOLVEMENT:

California Department of Water Resources, Marina Coast Water District Groundwater Sustainability Agency, and Salinas Valley Basin Groundwater Sustainability Agency

FINANCING:

Grant funds will cover the full amount of the work and deliverables described in the Second Amendment to the SGM Round 2 Subgrant Amendment. No cost share is required by the subgrantee.

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

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

Attachments:

1. Subgrant Agreement between the Monterey County Water Resources Agency and Salinas Valley Basin Groundwater Sustainability Agency
2. Subgrant Agreement Amendment 1
3. Subgrant Agreement Amendment 2



County of Monterey

Item No.

Board Report

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

Legistar File Number: WRAG 26-032

February 17, 2026

Introduced: 2/5/2026

Current Status: Draft

Version: 1

Matter Type: WR General Agenda

Authorize the General Manager to enter into the Second Amendment to the Subgrant Agreement with the Salinas Valley Basin Groundwater Sustainability Agency to increase by \$200,000 the amount of funding for Monterey County Water Resources Agency services in support of Sustainable Groundwater Management Round 2 Implementation Grants #4600015881 (SVBGSA) and #4600015624 (MCWDGSA), for a maximum payable amount of \$600,000; and authorize the General Manager to execute up to two no-cost amendments to the Subgrant Agreement.

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In 2024, the SVBGSA and MCWDGSA were awarded funding from the State of California Department of Water Resources for Sustainable Groundwater Management Round 2 (“SGM Round 2”) Implementation Grants. The SGM Round 2 grants to the SVBGSA and MCWDGSA include tasks related to expanding well registration and groundwater extraction reporting programs for compliance with the Sustainable Groundwater Management Act (“SGMA”); these tasks are a continuation of work that the Monterey County Water Resources Agency (“Agency”) has been collaborating on with the SVBGSA through a Round 1 Subgrant Agreement that was authorized by the Agency Board of Directors in September 2022. The SGM Round 2 Implementation Grant also includes work to engage interested parties in to further develop and study various GSP implementation projects.

The Agency Board of Directors approved the Subgrant Agreement on January 21, 2025, which included tasks related to expanding well registration and groundwater extraction reporting programs, in the amount of \$250,000 (Attachment 1). On February 18, 2025, the Agency Board of Directors approved Amendment Number 1 to the Subgrant Agreement, revising the workplan and increasing the amount payable to the Agency by \$150,000, for a total amount of \$400,000 of staff time (Attachment 2). Under the Subgrant Agreement, Agency staff has been working on implementation project studies that are related to Agency operations, facilities and permits, including the New Seawater Intrusion Project, Brackish Groundwater Restoration Project, Reservoir Re-operations, and the Castroville and Eastside Canals Project and Salinas River Water Right 11043 Analysis. Amendment Number 2 to the Subgrant Agreement provides \$200,000 of additional funding, for a total amount of \$600,00 toward Agency staff time (Attachment 3). The funding provided by Amendment Number 2 to the Subgrant Agreement will allow Agency staff to continue supporting project studies and data expansion/SGMA compliance tasks, including expansion and enhancement of the Groundwater Monitoring Program. Work on tasks described in the Subgrant Agreement must be completed by March 31, 2026.

Agency efforts on the work covered by the SGM Round 2 Subgrant Agreement align with Agency Strategic Plan Goal B - Strategy 2: Collaborate with local Groundwater Sustainability Agencies, define MCWRA's role, and implement a GSA integration plan and Goal C - Strategy 6: Pursue grant funding and cost saving opportunities from all available sources, including collaborating with the GSA.

OTHER AGENCY INVOLVEMENT:

California Department of Water Resources, Marina Coast Water District Groundwater Sustainability Agency, and Salinas Valley Basin Groundwater Sustainability Agency

FINANCING:

Grant funds will cover the full amount of the work and deliverables described in the Second Amendment to the SGM Round 2 Subgrant Amendment. No cost share is required by the subgrantee.

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

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

Attachments:

1. Subgrant Agreement between the Monterey County Water Resources Agency and Salinas Valley Basin Groundwater Sustainability Agency
2. Subgrant Agreement Amendment 1
3. Subgrant Agreement Amendment 2

**SUBGRANT AGREEMENT BETWEEN THE
MONTEREY COUNTY WATER RESOURCES AGENCY AND
SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY
PURSUANT TO STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES)
AGREEMENT NUMBER 4600015881
SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION
GRANT FOR THE SALINAS VALLEY AND SUBGRANT AGREEMENT PURSUANT TO
STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES)
AGREEMENT NUMBER 4600015624
SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION
GRANT FOR THE MONTEREY SUBBASIN**

THIS SUBGRANT AGREEMENT (Agreement) is entered into by and between the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA or Grantee) and the Monterey County Water Resources Agency (MCWRA or Subgrantee) in the State of California, duly organized, existing, and acting pursuant to the laws thereof, which parties do hereby agree as follows:

1. PURPOSE.

- A. The State shall provide funding from 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) to SVBGSA to assist in financing the GSP Implementation Activities in the Salinas Valley (Project). By executing this Agreement, SVBGSA certifies that the purpose of the Project is to implement SGMA as outlined in the Groundwater Sustainability Plans (GSPs) or Alternative to a GSP. The provision of State funds pursuant to this Agreement shall not be construed or interpreted to mean that the GSPs or Alternative to GSP, or any components of the GSPs, implemented in accordance with the Work Plan as set forth in Exhibit A will be: adopted by the applicable Groundwater Sustainability Agency (GSA); obtain the necessary desirable results of Sustainable Management Criteria; or, meet all of the evaluation and assessment criteria when submitted to DWR as required by the SGMA and implementing regulations.
- B. The State awarded a \$10,393,900 Grant to SVBGSA to fund activities associated with implementation of the Groundwater Sustainability Plans (GSPs) for the Eastside Aquifer, Langley Area, Forebay Aquifer and Upper Valley Aquifer Subbasins (Subbasins) (Grant 1). The Project includes grant administration, data expansion and SGMA compliance activities, engagement of interested parties and underrepresented communities, groundwater recharge feasibility, demand management, and alternative supply feasibility. \$200,000 of the Grant is allocated to MCWRA for the expansion of the Groundwater Extraction Monitoring System (Exhibit A, Component 2, Category b, Task 1).
- C. The State awarded a \$6,447,910 Grant to Marina Coast Water Management District Groundwater Sustainability Agency (MCWD GSA) to fund activities associated with

implementation of the Groundwater Sustainability Plan (GSP) for the Monterey Subbasin (Subbasin) (Grant 2). The Project includes grant administration, Monterey Subbasin data expansion and SGMA compliance activities, preparation of a project update report, and engagement of interested parties and domestic well owners. \$3,860,610 of the Grant is allocated to SVBGSA for the Corral De Tierra Management Area of the Subbasin. \$50,000 of the Grant is allocated to MCWRA for the expansion of the Groundwater Extraction Monitoring System in the Monterey Subbasin (Exhibit A, Component 2, Category d, Task 7).

Grant 1 and Grant 2 allocate a total of \$250,000 to the expansion of the Groundwater Extraction Monitoring System which is under the MCWRA Groundwater Monitoring Program and includes activities associated with well registration.

2. TERM OF GRANT AGREEMENT. The term of this Agreement begins on December 1, 2024 and ends (3) years following the final payment unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by March 31, 2026, and no funds may be requested after April 15, 2026.
3. SUBGRANT AMOUNT. The maximum amount payable to MCWRA under this Agreement shall not exceed \$250,000. Any additional costs are the responsibility of MCWRA.
4. BASIC CONDITIONS. SVBGSA shall have no obligation to disburse money to MCWRA under this Grant Agreement until MCWRA has satisfied the following conditions:
 - A. For the term of this Agreement, MCWRA submits: (1) information on its activities to SVBGSA to be incorporated by SVBGSA into Quarterly Progress Reports to the State, (2) associated quarterly invoices for MCWRA's subgrant activities, and (3) all invoice backup documentation no later than thirty (30) days following the end of the calendar quarter (e.g. submitted by April 30th, July 31st, October 31st, and January 31st) (e.g. submitted by May 30th, August 29th, November 29th, and February 28th) and all other deliverables required by SVBGSA to be submitted to the State.
 - B. Prior to the commencement of construction or implementation activities, if applicable, MCWRA shall submit all the following to SVBGSA for submission to the State:
 - i. Final plans and specifications certified by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A, "Work Plan" of this Subgrant Agreement.
 - ii. Work that is subject to the California Environmental Quality Act (CEQA) process and/or environmental permitting shall not proceed under this Agreement until the following actions are performed:
 - a. MCWRA submits to SVBGSA all applicable environmental permits as indicated on the Environmental Information Form (EIF), which SVBGSA will submit to the State;
 - b. Documents that satisfy the CEQA process are received by the State; and

- c. The State has completed its CEQA compliance review as a Responsible Agency, and SVBGSA receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. MCWRA must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.

- iii. A monitoring plan as required by the Grant.

5. DISBURSEMENT OF FUNDS. The State will disburse to SVBGSA, which will in turn be disbursed to MCWRA the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to SVBGSA under this Subgrant Agreement shall be deposited in a non-interest bearing account and shall be used to pay Eligible Project Costs.
6. ELIGIBLE PROJECT COST. MCWRA shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget." Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after January 1, 2024, shall be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to the following items:

- A. Costs for preparing and filing a grant application and/or spending plan.
- B. Costs associated with the formation of a GSA(s) or other board formation that is responsible for implementing SGMA.
- C. Operation and maintenance costs, including post construction performance and monitoring costs.

- D. Purchase of equipment not an integral part of a project.
- E. Establishing a reserve fund.
- F. Purchase of water supplies.
- G. Replacement of existing funding sources.
- H. Travel and per diem costs, except for mileage.
- I. Support of existing agency requirements and mandates.
- J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
- K. Meals, food items, or refreshments.
- L. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.
- M. Overhead and indirect costs: "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of MCWRA; non-project-specific accounting and personnel services performed within MCWRA's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to MCWRA and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

7. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 4, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to SVBGSA, following receipt from SVBGSA via US mail or Express mail delivery of a "wet signature" invoice or an electronic invoice certified and transmitted via DocuSign for costs incurred and timely Quarterly Progress Reports. SVBGSA intends to distribute funds to MCWRA in accordance with the requirements of the Grant Agreement. Payment will be made to MCWRA no more frequently than quarterly, in arrears, upon receipt of an invoice from MCWRA bearing the Grant Agreement number. Invoices must be accompanied by information to be incorporated by SVBGSA into a Quarterly Progress Report and shall be submitted within no later than thirty (30) days following the end of the calendar quarter (e.g. submitted by April 30th, July 31st, October 31st, and January 31st). The State will notify SVBGSA and SVBGSA will notify MCWRA, in a timely manner, whenever, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. SVBGSA and MCWRA may,

within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If SVBGSA or MCWRA fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

MCWRA shall submit the following information for each invoice submitted to SVBGSA:

- A. Costs incurred for work performed by MCWRA during the period identified in the particular invoice. If backup documentation provided is outside of the period identified in the particular invoice, MCWRA must provide justification for incorporation by SVBGSA in the associated Quarterly Progress Report and note the discrepancy on the Invoice Submittal Summary Sheet.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
 - i. Invoices must contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
 - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Subgrant Amount."

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. MCWRA shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs/cost share). Any eligible costs for which MCWRA is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ.

Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

8. WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of the State's Grant Agreement, or that SVBGSA or MCWRA has failed in any other respect to comply with the provisions of the Grant Agreement, and if SVBGSA, or pursuant to this agreement MCWRA, does not remedy any such failure to the State's satisfaction, the State may withhold from SVBGSA all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to SVBGSA, and to MCWRA from SVBGSA, and the State notifies SVBGSA of its decision not to release funds that have been withheld pursuant to Paragraph 9, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately at the time the State notifies SVBGSA, as directed by the State. MCWRA shall immediately repay to SVBGSA all such disbursed Grant Funds it has received that need to be repaid to the State. The State may consider SVBGSA's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 9. A failure of MCWRA to reimburse Grant Funds it has received shall be consider a contract breach of this Subgrant Agreement. If the State notifies SVBGSA of its decision to withhold the entire funding amount from SVBGSA pursuant to this Paragraph, this Subgrant Agreement shall terminate upon receipt of such notice by SVBGSA and the State shall no longer be required to provide funds under the State's Grant Agreement. SVBGSA and MCWRA agree to winddown this Subgrant Agreement in accordance with the terms of this Subgrant Agreement. SVBGSA shall notify MCWRA of any such communication.
9. DEFAULT PROVISIONS. SVBGSA considers MCWRA to be in default under this Subgrant Agreement if any of the following occur:
 - A. Substantial breaches of this Agreement, or any supplement or amendment to it, or any other agreement between SVBGSA and MCWRA evidencing or securing the MCWRA's obligations;
 - i. Making any false warranty, representation, or statement with respect to this Agreement or the application filed to obtain the State Grant.
 - ii. Failure to operate or maintain the Project in accordance with this Agreement.
 - iii. Failure to make any remittance required by this Agreement, including any remittance recommended as the result of an audit conducted pursuant to this Agreement or the State Grant Agreement.
 - iv. Failure to submit the required information for SVBGSA to prepare Quarterly Progress Reports pursuant to Paragraph 7.
 - v. Failure to routinely invoice SVBGSA pursuant to Paragraph 7.
 - vi. A determination pursuant to Government Code section 11137 that SVBGSA or MCWRA has violated any of the following: Government Code sections 11135 or

12960 et seq.; Civil Code sections 51- 54.2, inclusive; or any regulations adopted to implement these sections.

- B. Should an event of default occur, SVBGSA shall provide a notice of default to MCWRA and shall give MCWRA at least ten (10) calendar days to cure the default from the date the notice is sent to MCWRA. If MCWRA fails to cure the default within the time prescribed by SVBGSA, SVBGSA may do any of the following:
 - i. Declare the funding be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of default.
 - ii. Terminate any obligation to make future payments to MCWRA.
 - iii. Terminate this Agreement.
 - iv. Take any other action that it deems necessary to protect its interests.
- C. In the event SVBGSA finds it necessary to enforce this provision of this Agreement in the manner provided by law, MCWRA agrees to pay all costs incurred by SVBGSA including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

10. NOTIFICATION OF SVBGSA by MCWRA. MCWRA shall promptly notify SVBGSA, in writing, of the following items:

- A. Events or proposed changes that could affect the scope, budget, or work performed under this Agreement. MCWRA agrees that no substantial change in the scope of MCWRA work will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
- B. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by the State's representatives. The State shall be notified at least fourteen (14) calendar days prior to the event.
- C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, MCWRA agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. MCWRA agrees to implement appropriate actions as directed by the State.
- D. The initiation of any litigation or the threat of litigation against MCWRA regarding the Project or that may affect the Project in any way.
- E. For implementation/construction Projects, final inspection of the completed work on a project by a Registered Civil Engineer, in accordance with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer." SVBGSA and MCWRA shall

notify the State's Grant Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.

11. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Agreement shall be in writing. Notices may be transmitted by any of the following means:
 - A. By delivery in person.
 - B. By certified U.S. mail, return receipt requested, postage prepaid.
 - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 - D. By electronic means.
 - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

12. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Salinas Valley Basin
Groundwater Sustainability
Agency

Monterey County Water Resources
Agency

Piret Harmon

Ara Azhderian

General Manager

General Manager

P.O. Box 1350

1441 Schilling Place

Carmel Valley, CA 93924

Salinas, CA 93901

Phone: (831) 471-7518

Phone: (831) 755-4860

Email: harmonp@svbgsa.org

Email:

azhderiana@countyofmonterey.gov

13. STANDARD PROVISIONS AND INTEGRATION. This Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A - Work Plans

Exhibit B - Budgets

Exhibit C - Schedules

Exhibit D- DWR Grant Agreements No. 4600015624 and 4600015624

IN WITNESS WHEREOF, the parties hereto have executed this Sub Grant Agreement.

SALINAS VALLEY BASIN
GROUNDWATER SUSTAINABILITY
AGENCY

MONTEREY COUNTY WATER
RESOURCES AGENCY

Piret Harmon, General Manager

Ara Azhderian, General Manager

Date _____

Date _____

Exhibit A
WORK PLAN

Salinas Project Title: MCWRA Subgrant to Salinas Valley GSP Implementation Grant (Project)

Monterey Project Title: MCWRA Subgrant to GSP Implementation Activities in the Monterey Subbasin (Project)

Salinas Project Description: The Work Plan includes GSP implementation activities for four (4) Salinas Valley subbasins: Eastside Aquifer, Forebay Aquifer, Upper Valley Aquifer, and Langley Area. These activities emphasize the integrated, valley-wide approach to groundwater sustainability adopted by SVBGSA. These activities build on and complement the existing 180/400-Foot Aquifer Subbasin existing Round 1 SGMA Implementation Grant, are coordinated with the Arroyo Seco GSA, and complement the Monterey Subbasin Round 2 SGMA Implementation Grant application that is being led by MCWD GSA. MCWRA will contribute to Work Plan Components:

Component 2: Data Expansion and SGMA Compliance

Monterey Project Description: The Work Plan includes activities associated with implementation and outreach for the GSP for the Monterey Subbasin (Subbasin). The Project includes installation of monitoring wells, subbasin-wide data collection, and outreach and engagement for communities within the subbasin including underrepresented communities (URCs). MCWRA will contribute to Work Plan Component:

Component 2: Monterey Subbasin Data Expansion and SGMA Compliance

SALINAS COMPONENT 2: DATA EXPANSION AND SGMA COMPLIANCE

Component 2 collects, refines, and updates necessary data and assessment tools for 4 adjacent subbasins of the Salinas Valley: the Eastside Aquifer, Forebay Aquifer, Upper Valley Aquifer, and Langley Area Subbasins. It focuses on data expansion and SGMA compliance by filling data gaps, revising the hydrogeologic conceptual models, and updating the groundwater models. These tasks address anticipated DWR comments on the GSPs, complete the monitoring networks, and provide the foundational groundwater basin understanding that will be used to develop 5-year updates, complete with new data. The new data and refined modeling will increase the understanding of the subbasins and are critical for making decisions on projects and management actions to reach sustainability.

Category (b): Environmental / Engineering / Design

Task 1: Expansion of Groundwater Extraction Monitoring

Develop plan for expanding and enhancing the existing Groundwater Extraction Management System (GEMS) to increase reliability and efficiency of extraction data collection, and expand to include all areas of the Eastside, Forebay, Langley, and Upper Valley Subbasins. Design expansion of groundwater extraction monitoring in collaboration with the Monterey County Water Resources Agency (MCWRA). Leverage reports from similar analyses in other parts of the state to balance accuracy and cost of implementation. Develop a summary report with recommendations. Initiate a well registration program to establish a relatively accurate count of all active wells in the 4 Subbasins. Collaborate with MCWRA and the County of Monterey Environmental Health Bureau to develop the initial data set of active wells.

Deliverables:

- Well Registration Program Report
- GEMS Expansion and Enhancement Report

MONTEREY COMPONENT 2: MONTEREY SUBBASIN DATA EXPANSION AND SGMA COMPLIANCE

Component 2 will construct a minimum of two (2) monitoring wells, address anticipated DWR comments on the GSPs, and provide the foundational groundwater basin understanding and model for the 5-year update. These data and modeling are also critical for making decisions on projects and management actions needed to reach sustainability.

Category (d): Monitoring / Assessment

Task 7: Expansion of Groundwater Extraction Monitoring

Develop plan for expanding and enhancing the existing Groundwater Extraction Management System (GEMS) to increase reliability and efficiency of extraction data collection and expand to include all areas of the Monterey Subbasin. Design GEMS expansion in collaboration with the Monterey County Water Resources Agency (MCWRA). Leverage reports from similar analyses in other parts of the state to balance accuracy and cost of implementation. Develop a summary report with recommendations. Initiate a well registration program to establish a relatively accurate count of all active wells in the Monterey Subbasin. Collaborate with MCWRA and the County of Monterey Environmental Health Bureau to develop the initial data set of active wells.

Deliverables:

- Well Registration Program Report
- GEMS Expansion and Enhancement Report

Exhibit B
BUDGET

Components	Grant Amount
Salinas Component 2: Data Expansion and SGMA Compliance	\$ 200,000
Monterey Component 2: Monterey Subbasin Data Expansion and SGMA Compliance	\$ 50,000
Total:	\$ 250,000

Exhibit C
Schedule

Categories	Start Date	End Date
Salinas Component 2: Data Expansion and SGMA Compliance		
(b) Environmental / Engineering / Design	1/1/2023	2/28/2026
Monterey Component 2: Monterey Subbasin Data Expansion and SGMA Compliance		
(b) Environmental / Engineering / Design	12/1/2023	2/28/2026

Exhibit D

DWR Grant Agreements No. 4600015624 and 4600015624

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY
AGREEMENT NUMBER 4600015881
SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION GRANT
AMENDMENT 1**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR" and the Salinas Valley Basin Groundwater Sustainability Agency, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

1. **PURPOSE.** The State shall provide funding from 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) to the Grantee to assist in financing the Salinas Valley GSP Implementation Grant (Project). By executing this Agreement, the Grantee certifies that the purpose of the Project is to implement SGMA as outlined in the Grantee's GSP or Alternative to a GSP. The provision of State funds pursuant to this Agreement shall not be construed or interpreted to mean that the Groundwater Sustainability Plan (GSP) or Alternative to GSP, or any components of the GSP, implemented in accordance with the Work Plan as set forth in Exhibit A will be: adopted by the applicable Groundwater Sustainability Agency (GSA); obtain the necessary desirable results of Sustainable Management Criteria; or, meet all of the evaluation and assessment criteria when submitted to DWR as required by the SGMA and implementing regulations.
2. **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on JANUARY 01, 2024, and ends three (3) years following the final payment unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by MARCH 31, 2026, and no funds may be requested after APRIL 15, 2026.
3. **GRANT AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed \$10,393,900. Any additional costs are the responsibility of the Grantee.
4. **BASIC CONDITIONS.** The State shall have no obligation to disburse money for the Project under this Grant Agreement until the Grantee has satisfied the following conditions:
 - A. The Grantee must demonstrate compliance with all eligibility criteria set forth on Pages 7 through 13 of the *SGM Grant Program 2021 Guidelines, amended April 2023 (2021 Guidelines)*.
 - B. For the term of this Grant Agreement, the Grantee submits Quarterly Progress Reports, associated quarterly invoices, and all invoice backup documentation no later than sixty (60) days following the end of the calendar quarter (e.g. submitted by May 30th, August 29th, November 29th, and February 28th) and all other deliverables as required by Paragraph 11, "Submission of Reports" and Exhibit A, "Work Plan".
 - C. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State:
 - i. Final plans and specifications certified by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A, "Work Plan" of this Grant Agreement.
 - ii. Work that is subject to the California Environmental Quality Act (CEQA) process and/or environmental permitting shall not proceed under this Grant Agreement until the following actions are performed:
 - a. The Grantee submits to the State all applicable environmental permits as indicated on the Environmental Information Form (EIF) to the State,
 - b. Documents that satisfy the CEQA process are received by the State,
 - c. The State has completed its CEQA compliance review as a Responsible Agency, and

- d. The Grantee receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. The Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.

iii. A monitoring plan as required by Paragraph 13, "Project Monitoring Plan Requirements."

5. DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
6. ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget." Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after OCTOBER 4, 2022, shall be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to the following items:

- A. Costs for preparing and filing a grant application and/or spending plan.
- B. Costs associated with the formation of a GSA(s) or other board formation that is responsible for implementing SGMA.
- C. Operation and maintenance costs, including post construction performance and monitoring costs.
- D. Purchase of equipment not an integral part of a project.
- E. Establishing a reserve fund.
- F. Purchase of water supplies.
- G. Replacement of existing funding sources.
- H. Travel and per diem costs, except for mileage.
- I. Support of existing agency requirements and mandates.
- J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
- K. Meals, food items, or refreshments.
- L. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.

M. Overhead and indirect costs: "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

7. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 4, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee via US mail or Express mail delivery of a "wet signature" invoice or an electronic invoice certified and transmitted via DocuSign for costs incurred and timely Quarterly Progress Reports as required by Paragraph 11, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Invoices must accompany a Quarterly Progress Report and shall be submitted within no later than sixty (60) days following the end of the calendar quarter (e.g. submitted by May 30th, August 29th, November 29th, and February 28th). The State will notify the Grantee, in a timely manner, whenever, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice. If backup documentation provided is outside of the period identified in the particular invoice, the Grantee must provide justification within the associated Quarterly Progress Report and note the discrepancy on the Invoice Submittal Summary Sheet.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
 - i. Invoices must contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
 - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount."

Original signature and date (in ink) of the Grantee's Project Representative. Submit the original "wet signature" copy of the invoice form to the following address: Maria Jochimsen at P.O. Box 942836, Sacramento, CA 94236-0001 or an electronic signature certified and transmitted via DocuSign from authorized representative to Maria.Jochimsen@water.ca.gov.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any

invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs/cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

8. WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 9, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 9. If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.
9. DEFAULT PROVISIONS. The Grantee will be in default under this Grant Agreement if any of the following occur:
- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
- i. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
 - ii. Failure to operate or maintain the Project in accordance with this Grant Agreement.
 - iii. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
 - iv. Failure to submit quarterly progress reports pursuant to Paragraph 4.
 - v. Failure to routinely invoice the State pursuant to Paragraph 7.
 - vi. Failure to meet any of the requirements set forth in Paragraph 10, "Continuing Eligibility."
 - vii. A determination pursuant to Government Code section 11137 that the Grantee has violated any of the following: Government Code sections 11135 or 12960 et seq.; Civil Code sections 51-54.2, inclusive; or any regulations adopted to implement these sections.
- B. Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:
- i. Declare the funding be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of default.
 - ii. Terminate any obligation to make future payments to the Grantee.
 - iii. Terminate the Grant Agreement.

- iv. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

10. CONTINUING ELIGIBILITY. The Grantee must meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2021 Guidelines, amended April 2023, to remain eligible to receive State funds:
 - A. The Grantee must continue to demonstrate eligibility and the groundwater basin must continue to be an eligible basin as outlined in the 2021 Guidelines, amended April 2023, and 2021 PSP.
 - B. Grantee must adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406) for data sharing, transparency, documentation, and quality control.
 - C. If the Grantee diverting surface water, the Grantee must maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et seq.
 - D. If applicable, maintain compliance with the Urban Water Management Planning Act (Wat. Code, § 10610 et seq.).
 - E. If applicable, maintain compliance with Sustainable Water Use and Demand Reduction requirements outlined in Water Code Section 10608, et seq.
 - F. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
11. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Grant Manager, and shall be submitted via DWR's "Grant Review and Tracking System" (GRanTS), or an equivalent online submittal tool. If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such project.
 - A. Quarterly Progress Reports: The Grantee shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be uploaded via GRanTS, or an equivalent online submittal tool, and the State's Grant Manager notified of upload. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, the Grantees activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Quarterly Progress Report should be submitted to the State no later than APRIL 30, 2024 with future reports then due on successive three-month increments based on the invoicing schedule and this date. The DWR Grant Manager will provide a Quarterly Progress Report template that shall be used for the duration of the Agreement.

- B. Groundwater Sustainability Plan or Alternative: The Grantee shall ensure that any updates to the GSP or Alternative shall be formatted, drafted, prepared, and completed as required by the GSP Regulations, and in accordance with any other regulations or requirements that are stipulated through SGMA.
- C. Component Completion Report(s): The Grantee shall prepare and submit to the State a separate Component Completion Report for each component included in Exhibit A, "Work Plan". The Grantee shall submit a Component Completion Report within 90 calendar days of component completion or 90 calendar days before the work completion date listed on Page 1, Paragraph 2, whichever is soonest. Each Component Completion Report shall include, in part, a description of actual work done, any changes or amendments to each component, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Component Completion Report shall also include, if applicable, certification of final component by a California Registered Civil Engineer (or equivalent registered professional as appropriate), consistent with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer". A DWR "Certification of Project Completion" form will be provided by the State.
- D. Grant Completion Report: Upon completion of the Project included in Exhibit A, "Work Plan" the Grantee shall submit to the State a Grant Completion Report. The draft Grant Completion Report shall be submitted to the DWR Grant Manager for comment and review 90 days before the work completion date outlined on Page 1, Paragraph 2. The final Grant Completion Report shall address the DWR Grant Manager's comments prior to the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements". Retention for the project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted and approved by the State.
- E. Post Performance Reports: the Grantee shall submit Post Performance Reports. Post Performance Reports shall be submitted to the State within 90 calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the completed project begins operation.
- F. Deliverable Due Date Schedule: The Grantee shall submit a Deliverable Due Date Schedule within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the Deliverable Due Date Schedule has been received by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager and the revised schedule saved in the appropriate project files.
- G. Environmental Information Form (EIF): Prepare and submit the EIF within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the EIF has been received by the DWR Grant Manager.
12. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of the Grantee to ensure operation and maintenance of the projects in accordance with

this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 9, "Default Provisions."

13. PROJECT MONITORING PLAN REQUIREMENTS. As required in Exhibit A, "Work Plan", a Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post Performance Monitoring Report requirements as defined and listed in Exhibit J, "Monitoring and Maintenance Plan Components". The SGM Grant Program has developed post construction monitoring methodologies that shall be used for the Post Performance Reporting.
14. NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 - B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
 - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
 - D. The initiation of any litigation or the threat of litigation against the Grantee regarding the Project or that may affect the Project in any way.
 - E. For implementation/construction Projects, final inspection of the completed work on a project by a Registered Civil Engineer, in accordance with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer." The Grantee shall notify the State's Grant Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
15. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.
 - B. By certified U.S. mail, return receipt requested, postage prepaid.
 - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 - D. By electronic means.
 - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

16. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

17. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources
Arthur Hinojosa
Manager, Division of Regional Assistance
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 902-6713
Email: Arthur.Hinojosa@water.ca.gov

Salinas Valley Basin GSA
Piret Harmon
General Manager
PO Box 1350
Carmel Valley, CA 93924
Phone: (831) 471-7512
Email: harmonp@svbgsa.org

Direct all inquiries to the Grant Manager:

Department of Water Resources
Maria Jochimsen
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 326-9025
Email: maria.jochimsen@water.ca.gov

Salinas Valley Basin GSA
Emily Gardner
Deputy General Manager
PO Box 1350
Carmel Valley, CA 93924
Phone: (831) 471-7512 Ext: 204
Email: gardnere@svbgsa.org

Either party may change its Grant Manager, Project Representative, or Project Manager upon written notice to the other party.

18. STANDARD PROVISIONS AND INTEGRATION. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

- Exhibit A– Work Plan
- Exhibit B– Budget
- Exhibit C– Schedule
- Exhibit D– Standard Conditions
- Exhibit E– Authorizing Resolution Accepting Funds
- Exhibit F– Report Formats and Requirements
- Exhibit G– Requirements for Data Submittal
- Exhibit H– State Audit Document Requirements
- Exhibit I– Project Location
- Exhibit J– Monitoring and Maintenance Plan Components
- Exhibit K– Appraisal Specifications
- Exhibit L– Information Needed for Escrow Process and Closure
- Exhibit M– Invoice Guidance for Administrative and Overhead Charges

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

SALINAS VALLEY BASIN GSA

Arthur Hinojosa
Manager, Division of Regional Assistance

Piret Harmon
General Manager

Date_____

Date_____

Approved as to Legal Form and Sufficiency

_____ for
Robin Brewer
Assistant General Counsel,
Office of the General Counsel

Date_____

Exhibit A

WORK PLAN

Project Title: Salinas Valley GSP Implementation Grant (Project)

Project Description: The Work Plan includes GSP implementation activities for 4 Salinas Valley subbasins: Eastside Aquifer, Forebay Aquifer, Upper Valley Aquifer, and Langley Area. These activities emphasize the integrated, valley-wide approach to groundwater sustainability adopted by SVBGSA. These activities build on and complement the existing 180/400-Foot Aquifer Subbasin existing Round 1 SGMA Implementation Grant, are coordinated with the Arroyo Seco GSA, and complement the Monterey Subbasin Round 2 SGMA Implementation Grant application that is being led by Marina Coast Water District GSA. The Work Plan includes six Components:

- Component 1: Grant Agreement Administration
- Component 2: Data Expansion and SGMA Compliance
- Component 3: Engagement of Interested Parties and URCs
- Component 4: Groundwater Recharge Feasibility
- Component 5: Demand Management
- Component 6: Alternative Supply Feasibility and CEQA Initial Study

COMPONENT 1: GRANT ADMINISTRATION

Category (a): Grant Agreement Administration

Prepare reports detailing work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement. Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports and should be submitted to the DWR Grant Manager for review to receive reimbursement of Eligible Project Costs. Collect and organize backup documentation by component, budget category, and task and prepare a summary Excel document detailing contents of the backup documentation organized by component, budget category, and task.

Prepare and submit the Environmental Information Form (EIF) within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the EIF has been received by the DWR Grant Manager. Submit a deliverable due date schedule within 30 days of the execution date of the Grant Agreement to be reviewed and approved by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager and the revised schedule saved in the appropriate project files.

Prepare the Draft Grant Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the work completion date. DWR's Grant Manager will review the Draft Grant Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Grant Completion Report addressing the DWR Grant Manager's comments prior to the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Grant Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Execute the Component work plan and tasks, including subgrantee and consultant project and task management. Track work plan progress and hold coordination meetings regarding the performance of work to complete grant components and deliverables. Prepare solicitations for consultant work plan support and provide oversight of tasks and related component implementation.

Deliverables:

- EIF
- Deliverable due date schedule
- Quarterly Progress Reports, Quarterly Invoices, and all required backup documentation
- Draft and Final Grant Completion Reports

COMPONENT 2: DATA EXPANSION AND SGMA COMPLIANCE

Component 2 collects, refines, and updates necessary data and assessment tools for 4 adjacent subbasins of the Salinas Valley: the Eastside Aquifer, Forebay Aquifer, Upper Valley Aquifer, and Langley Area Subbasins. It focuses on data expansion and SGMA compliance by filling data gaps, revising the hydrogeologic conceptual models, and updating the groundwater models. These tasks address anticipated DWR comments on the GSPs, complete the monitoring networks, and provide the foundational groundwater basin understanding that will be used to develop 5-year updates, complete with new data. The new data and refined modeling will increase the understanding of the subbasins and are critical for making decisions on projects and management actions to reach sustainability.

Category (a): Component Administration

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 2 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Execute the Component work plan and tasks, including subgrantee and consultant project and task management. Track work plan progress and hold coordination meetings regarding the performance of work to complete grant components and deliverables. Prepare solicitations for consultant work plan support and provide oversight of tasks and related component implementation.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design**Task 1: Expansion of Groundwater Extraction Monitoring**

Develop plan for expanding and enhancing the existing Groundwater Extraction Management System (GEMS) to increase reliability and efficiency of extraction data collection, and expand to include all areas of the Eastside, Forebay, Langley, and Upper Valley Subbasins. Design GEMS expansion in collaboration with the Monterey County Water Resources Agency (MCWRA). Leverage reports from similar analyses in other parts of the state to balance accuracy and cost of implementation. Develop a summary report with recommendations.

Initiate a well registration program to establish a relatively accurate count of all active wells in the 4 Subbasins. Collaborate with MCWRA and the County Environmental Health Bureau to develop the initial data set of active wells.

Deliverables:

- Well Registration Program Report
- GEMS Expansion and Enhancement Feasibility Report

Task 2: Monitoring Well Location Identification, Planning, and Landowner Access Agreement

Identify or plan and design a minimum of 18 monitoring wells in the 4 Subbasins - 11 to fill groundwater level data gaps, 3 to fill interconnected surface water data gaps, and 4 to monitor conditions near GDEs. Review existing well locations, land uses, and hydrogeologic conceptual models to identify exact locations for monitoring wells. Add existing wells to monitoring network. Plan and design new wells. Acquire site access and landowner agreements. Obtain any and all access agreements pursuant to this Agreement. Obtain all necessary permits required for well installation, including CEQA documentation, if required. Develop technical specifications for each new monitoring well that details the project components, requirements, logistics, and performance metrics.

Construction may not begin and no costs for Category (c) may be incurred until an exemption from CEQA is granted, or the State has reviewed the CEQA document(s), completed its CEQA responsible agency obligations and given its environmental clearance in accordance with Paragraphs 4 and D.8 of this Agreement. Any costs incurred for Category (c) prior to an exemption from CEQA is granted, or DWR gives its environmental clearance shall not be reimbursed and any such amounts shall be deducted from the total Grant Amount in Paragraph 3.

Deliverables:

- Landowner access agreement(s)
- Map(s) of approved locations for monitoring wells
- 100% well design, plans, and specifications
- Required environmental documentation for CEQA compliance
- Copies of required permits, if applicable

Category (c): Implementation / Construction

Task 3: Groundwater Level and Interconnected Surface Water Monitoring Well Installation

Complete installation of the monitoring wells sited and designed in Task 2. Incorporate the specifications developed in Task 2 to secure a contractor and award the contract. Provide hydrogeologist field oversight during well installation including pre-, during-, and post-construction activities; and develop detailed field notes on all activities, safety, changes, and progress. Prepare any change orders and provide summaries in associated quarterly Progress Reports. Record drawings of each well and submit to the DWR Grant Manager.

Deliverables:

- Well completion report(s) and detailed geologic logs
- Bid document(s) and awarded drilling and hydrogeological services contracts, if applicable
- Notice of Award and Notice to Proceed, if applicable
- Photo documentation included within the quarterly Progress Report

Category (d): Monitoring / Assessment

Task 4: Aquifer Properties Tests

Select potential wells for aquifer testing in each of the 4 subbasins, for a total of 12 wells, considering factors such as well design, well condition, and water disposal options. Identify nearby wells for monitoring, negotiate with landowners for well access, and obtain necessary permits. Test each well for a minimum of 8 hours, followed by a 4-hour monitored recovery period. Analyze both drawdown and recovery tests to determine aquifer properties and spatially varying aquifer properties. Draft a technical memorandum of all test data and results, including photos and analyses.

Deliverables:

- Aquifer Properties Tests Technical Memorandum

Task 5: Incorporate New Data into Hydrogeologic Conceptual Models (HCMs) for 4 Subbasins

Compile all new data generated since original GSPs were written, including Aerial Electromagnetic (AEM) surveys, aquifer tests, new Well Completion Reports, and any newly provided data from stakeholders. Use new data to enhance HCMs for individual subbasins and the Valley as a whole. Compare new data to existing data and estimate data accuracy and worth using a scientifically sound framework that includes overall geologic history and current groundwater conditions. Refine HCMs by comparing resistivities from AEM surveys to borehole geophysical logs, high quality well-completion reports, existing geologic interpretations (such as cross-sections), and known geology.

Deliverables:

- Refined and enhanced HCM Chapters for inclusion in 4 Subbasins' GSP 5-year Periodic Evaluations
- Valley-wide Hydrogeologic Conceptual Model

Task 6: Modeling for 5-Year Updates: Review Completed Model, Update, and Reevaluate Climate Assumptions

Review, refine and update the final Salinas Valley Integrated Hydrologic Model (SVIHM) to enhance its usability for SGMA needs. Review climate change scenarios and incorporate into Salinas Valley Operational Model (SVOM). Assess and improve calibration data set. Update system conceptualization, including adapting layering according to data from DWR and SVBGSA's airborne electromagnetic (AEM) surveys, and results from the Deep Aquifers Study. Interrogate and potentially revise simulated crop information. Refine pumping distribution to enhance usability for demand management. Refine connection between the 180/400-Foot Aquifer Subbasin and Eastside Subbasin. Develop tools to enhance water budget capabilities.

Deliverables:

- Technical Memorandum summarizing model review
- Technical Memorandum of climate change scenario options and recommendations
- Report summarizing model updates

Task 7: Establishment of GDE Monitoring

Establish Groundwater Dependent Ecosystem (GDEs) monitoring protocols. Extend methodology developed by Central Coast Wetlands Group (CCWG) using state wetland monitoring protocols (RipRam or California Rapid Assessment Method). Use existing wells and additional shallow monitoring wells installed under Tasks 2 and 3 to monitor the relationships between groundwater levels and GDEs.

Deliverables:

- GDE Mapping and Identification Memorandum Update
- GDE monitoring protocol

Category (e): Engagement / Outreach

Not applicable to this Component

COMPONENT 3: ENGAGEMENT OF INTERESTED PARTIES AND URCs

Component 3 provides interested party outreach and engagement activities by the SVBGSA. Component 3 will provide additional interested party outreach and engagement to DACs, SDACs, and Underrepresented Communities in the Eastside, Forebay, Langley, and Upper Valley Subbasins with the intent to keep these communities engaged in GSP implementation, including regularly scheduled SVBGSA Advisory Committee meetings (bi-monthly); Board of Directors meetings (quarterly); the Eastside, Forebay, Langley, and Upper Valley Subbasin Implementation Committees (16 meetings per year), and technical advisory committee meetings (bi-monthly). There will also be project specific meetings for interested parties. To increase outreach and assist domestic well owners with water reliability, Component 3 also includes support for the State Dry Well Notification System and workshops on residential projects such as rain barrels and rain gardens.

Category (a): Component Administration

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 3 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Execute the Component work plan and tasks, including subgrantee and consultant project and task management. Track work plan progress and hold coordination meetings regarding the performance of work to complete grant components and deliverables. Prepare solicitations for consultant work plan support and provide oversight of tasks and related component implementation.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design

Not applicable to this Component

Category (c): Implementation / Construction

Not applicable to this Component

Category (d): Monitoring / Assessment

Not applicable to this Component

Category (e): Engagement / Outreach**Task 1: SVBGSA Interested Party Engagement Materials**

Provide interested parties opportunities to be informed and engaged in GSP implementation which includes scientific communication and groundwater model educational programs in addition to the development of outreach materials. Produce accessible communications products including web page information, outreach materials, public presentations, and hosting of public workshops. Develop informational materials for outreach booths at community events and develop storyboards for the website. Engagement and outreach materials will be used with the following committees and communities annually over the contract period: SVBGSA Board of Directors, SVBGSA Advisory Committee, Subbasin Implementation Committees, Groundwater Technical Advisory Committee Meetings, and Public Workshops, and community events.

Deliverables:

- Photo of Updated Web Home Page
- Copies of updated Mailchimp newsletters
- Copies of groundwater outreach materials

Task 2: Outreach to Underrepresented Communities and Domestic Well Owners

Prioritize implementation of the SVBGSA Underrepresented Communities Engagement Strategy. Work with an Outreach Coordinator to provide additional information to underrepresented communities and domestic well owners to engage them in GSP implementation, before and during public meetings. Conduct simultaneous translation of workshops and translation of written materials. Work with domestic well owners to connect them to resources and information for water reliability, including the Dry Well Notification System, well registration, and conservation opportunities and supplies including flowmeters, transducers and data management systems.

Deliverables:

- Update to the SVBGSA Underrepresented Communities engagement strategy
- Translated materials available on SVBGSA website
- Copies of outreach materials for domestic well owners

Task 3: Water Quality Coordination Group, and Land Use Jurisdiction Coordination Program, and Other Coordination with Partner Agencies

Partner with local Agencies to jointly implement the 4 GSPs, the Water Quality Coordination Group, and Land Use Jurisdiction Coordination Program. Conduct coordination meetings with the following agencies over the contract period: Monterey County Water Resources Agency, Monterey County, Central Coast Regional Water Quality Control Board, Monterey County Environmental Health Bureau, Arroyo Seco Groundwater Sustainability Agency, and other GSAs.

Deliverables:

- Land Use Jurisdiction Coordination Program Update Report
- Water Quality Coordination Update Report

Task 4: Investigate Water Quality in the Arroyo Seco Cone Management Area

Investigate rural residential water quality in the Arroyo Seco Cone Management Area by developing information for rural residents about common groundwater quality issues and options for obtaining safe and aesthetic potable water in homes.

Deliverables:

- Report: Rural residential water quality in Arroyo Seco Cone Management Area

Task 5: Project Specific Meetings for Interested Parties

Conduct project specific meetings for interested parties to learn about project concepts and provide input. Conduct additional outreach and obtain involvement from interested parties for the following projects: inter-subbasin impacts of demand management, groundwater recharge feasibility, and alternative supply feasibility.

Coordinate meetings of the Subbasin Implementation Committees, Advisory Committee, Board of Directors and community groups to discuss the following specific projects and actions over the contract period: demand management measures (4 presentations), groundwater recharge feasibility (flow availability analysis, Somavia Road recharge, reservoir operations) (4 presentations), , and alternative supply feasibility including Seawater Intrusion Extraction Barrier and Regional Water Supply Phase 1a and CSIP Expansion (4 presentations).

Deliverables:

- Interested party outreach meeting materials

Task 6: Sustainability Strategy Report

Summarize and coordinate updated information on projects and management actions resulting from this grant and other concurrent work. Refine estimates of project costs in relation to benefits and potential beneficiaries.

Deliverables:

- Sustainability Strategy Report Project and Management Actions Feasibility and Costs Update Report

COMPONENT 4: GROUNDWATER RECHARGE FEASIBILITY

Component 4 will undertake high-level feasibility studies on groundwater recharge projects in the Eastside, Forebay, and Upper Valley, in accordance with subbasin-specific appropriate projects, as outlined in each respective GSP. In the Eastside, an updated Water Availability Analysis for the 11043 Diversion will help to determine the viability of the 11043 Diversion project and Salinas River Recharge Study at Somavia Road. The Forebay and Upper Valley Subbasin GSPs include a Reservoir Reoperation Feasibility Study.

Category (a): Component Administration

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 4 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Execute the Component work plan and tasks, including subgrantee and consultant project and task management. Track work plan progress and hold coordination meetings regarding the performance of work to complete grant components and deliverables. Prepare solicitations for consultant work plan support and provide oversight of tasks and related component implementation.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design

Task 1: Reservoir Reoperation Feasibility Study

Design and model reservoir reoperation scenarios for enhanced groundwater recharge and/or diverting water for use in lieu of groundwater. Develop reservoir reoperation scenarios in collaboration with MCWRA and evaluate the modeled scenarios for groundwater benefits and to better assess stream depletion. Build on MCWRA work to develop a Habitat Conservation Plan, which may include legal analysis needed to determine viability of scenarios under existing flow prescriptions.

Deliverables:

- Technical memorandum summarizing reservoir reoperation scenario design, method of analysis, and impact on groundwater conditions

Task 2: Salinas River Recharge Study at Somavia Road

Conduct higher level feasibility for Reservoir Reoperation, the Eastside Irrigation Supply Project, and Castroville Seawater Intrusion Project (CSIP) Expansion by conducting field studies to assess Salinas River recharge around Somavia Road, an area of high recharge. Complete field studies to estimate recharge rates using temporary stream gauges and temperature probes to address uncertainty that complicates reservoir operations. Assess river recharge rates in terms of: (1) optimizing reservoir operations in terms of releasing water for CSIP, (2) evaluating potential source water for CSIP expansion, and (3) establishing project feasibility and a conceptual project size for the Eastside Irrigation Supply Project, since the size of the project is highly dependent on the Salinas River recharge rates in that specific area.

Deliverables:

- Report on Salinas River recharge rates and locations near Somavia Road

Task 3: 11043 Diversion Updated Water Availability Analysis

Complete updated water availability analysis for the 11043 Diversion projects in the Eastside Subbasin GSP, leveraging DWR's streamlined Water Availability Analysis approach if possible. Develop water availability analysis based on historical streamflow and reservoir release data. Review and select at least 2 climate change scenarios. Complete future water availability analysis for the 11043 Diversion project with the 2 diversion points in the permit (Soledad and Chualar) based on selected climate change scenarios which may include modeling and/or legal analysis to assess streamflow available at diversion points. Undertake analysis in coordination with MCWRA.

Deliverables:

- 11043 Diversion Updated Water Availability Analysis

Category (c): Implementation / Construction

Not applicable to this Component

Category (d): Monitoring / Assessment

Not applicable to this Component

Category (e): Engagement / Outreach

Not applicable to this Component

COMPONENT 5: DEMAND MANAGEMENT

Demand management measures are identified in all 4 GSPs as potential management actions that could be undertaken to reach or maintain sustainability. Demand management measures are important components of Salinas Valley GSPs to avoid sole reliance on supply side management actions and projects. Component 5 refines the conceptual descriptions and plans for demand management appropriate to each subbasin, since the need for, and design of demand management measures varies by subbasin. The overdrafted Eastside and Langley Subbasin GSPs include Pumping Allocations and Controls, Following, Follow Bank, and Agricultural Land Retirement actions. The non-overdrafted Forebay and Upper Valley Subbasin GSPs call for the establishment of Sustainable Management Criteria (SMC) Technical Advisory Committees (SMC TACs) to annually review groundwater conditions and assess whether they warrant action, such as demand management. Each subbasin's demand management measures will require common agreements about

extraction data, stakeholder involvement, potential and specific actions, goals, monitoring methods, and contingency plans for drought or other conditions. This Component conducts the planning and design of demand management measures appropriate for each subbasin, including legal analyses, modeling of options, and facilitating discussions on the structure, options, and expected results. Demand management measures will be designed on the subbasin level, led by subbasin implementation committees. To ensure alignment between subbasin-specific demand management measures and prevention of harm to adjacent subbasins, Task 3 supports modeling and assessment of inter-subbasin impacts of demand management.

Category (a): Component Administration

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 5 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Execute the Component work plan and tasks, including subgrantee and consultant project and task management. Track work plan progress and hold coordination meetings regarding the performance of work to complete grant components and deliverables. Prepare solicitations for consultant work plan support and provide oversight of tasks and related component implementation.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design

Task 1: Plan for Demand Management in Overdrafted Subbasins

Initiate a facilitated demand management dialogue in the overdrafted Eastside and Langley Subbasins, which may include flexibility options such as rotational fallowing and coordinating with land repurposing efforts. Conduct facilitated discussions on demand management measures, options, and expected results. Conduct legal analyses of water rights in the context of demand management. Identify potential options for reducing demand using existing models.

Deliverables:

- Copy of meeting outcomes
- Summary of demand management options in each subbasin

Task 2: Establish SMC Technical Advisory Committees in Non-overdrafted Subbasins

Establish and convene the SMC TAC in the non-overdrafted Forebay and Upper Valley Subbasins. Review current conditions in Annual reports, assess when conditions warrant additional action, and make recommendations to the Subbasin Committees on management actions and projects such as recharge or demand management; to be conducted by the SMC TAC.

Deliverables:

- Documentation of SMC TAC establishment
- Summary of SMC TAC review of Annual Reports for WY2023 and WY2024

Task 3: Inter-subbasin Impacts of Demand Management

Assess inter-subbasin impacts of subbasin-specific demand management and demand management in areas that cross subbasins. Model the impacts of potential demand management actions on groundwater conditions in adjacent subbasins. Determine if there is need for 2 adjacent subbasins to both implement demand management measures, and if a need is determined, assess the joint interaction of impacts to groundwater conditions.

Deliverables:

- Technical Memorandum on Inter-subbasin Impacts of Demand Management Actions Under Consideration

Category (c): Implementation / Construction

Not applicable to this Component

Category (d): Monitoring / Assessment

Not applicable to this Component

Category (e): Engagement / Outreach

Not applicable to this Component

COMPONENT 6: ALTERNATE SUPPLY FEASIBILITY AND CEQA INITIAL STUDY

Component 6 assesses the feasibility of expanding the regional benefits of a Seawater Intrusion Extraction Barrier/Regional Water Supply Project, which consists of a seawater extraction barrier, desalting treatment facility, and distribution system for treated water. This project could have extensive regional benefits, and project success relies on coordinating efforts of many beneficiaries and funds from multiple grant applications. The seawater extraction barrier would help stop advancement of seawater intrusion in the 180/400-Foot Aquifer Subbasin and Monterey Subbasins and reduces the risk of seawater intrusion into the Eastside and Langley Subbasins. In lieu water supplies could help reduce extraction in the Eastside, Langley and Monterey Subbasins with the delivery of treated water. Component 6 builds on the Phase I feasibility study being completed with the Round 1 SGMA Implementation Grant for the 180/400-Foot Aquifer Subbasin. This Component completes Phase I through further potential end-user outreach, conducting 10% design on the distribution system for desalted water and preparing an Initial Study to start the CEQA process. In addition, to bring additional water supplies to the Eastside, Langley and Monterey Subbasins, Component 6 includes a high-level feasibility study of expanding the Castroville Seawater Intrusion Project (CSIP) which delivers a blend of recycled, river, and groundwater for irrigation. Expanding CSIP would provide an alternative supply of irrigation water to reduce reliance on groundwater.

Category (a): Component Administration

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 6 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments

within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Execute the Component work plan and tasks, including subgrantee and consultant project and task management. Track work plan progress and hold coordination meetings regarding the performance of work to complete grant components and deliverables. Prepare solicitations for consultant work plan support and provide oversight of tasks and related component implementation.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design

Task 1. Seawater Intrusion Extraction Barrier and Regional Water Supply Project Feasibility Phase I.a: Treated Water Distribution and CEQA Initial Study

Assess the feasibility of expanding regional benefits of the proposed desalting plant. Build on feasibility work completed under the Round 1 SGMA Implementation Grant underway in the 180/400-Foot Aquifer Subbasin, and in coordination with the seawater intrusion control feasibility work in the Monterey Subbasin Round 2 grant. Identify and conduct further outreach to potential end users for desalted water in the Eastside, Langley and Monterey Subbasins. Complete conceptual scoping of the 10% design of a distribution system to deliver desalted water to be used in lieu of groundwater extraction. Identify alternatives for pipeline alignments, high level archeology review, and high-level sensitive species and habitat review. Compare options for distribution network. Update costs associated with 3 options. Conduct a CEQA Initial Study to initiate the environmental review process and any additional studies that would be required in an Environmental Impact Report in order to advance the Seawater Intrusion Project Feasibility Studies.

Deliverables:

- 10% engineering design for distribution network for desalted water
- CEQA Initial Study

Task 2. High Level Feasibility Study for CSIP Expansion

Develop and compare options for CSIP expansion. Conduct hydraulic modeling and assessment of potential expansion options if there was additional supply. Assess expansion configurations and extents based on land use, anticipated groundwater impacts of expansion, system constraints, and source water options. Undertake legal studies and develop annexation policies critical for expanding CSIP. Analyze options for expansion into contiguous and non-contiguous lands. Develop annexation policy for contiguous versus non-contiguous access lands and rights-of-way.

Deliverables:

- Feasibility Study for CSIP Expansion
- Annexation policy for contiguous versus non-contiguous access lands and rights-of-way

Category (c): Implementation / Construction

Not applicable to this Component

Category (d): Monitoring / Assessment

Not applicable to this Component

Category (e): Engagement / Outreach

Not applicable to this Component

Exhibit B
BUDGET

Grant Title: Salinas Valley GSP Implementation Grant
Grantee: Salinas Valley Basin GSA

Components	Grant Amount
Component 1: Grant Administration	\$270,000
Component 2: Data Expansion and SGMA Compliance	\$5,852,000
Component 3: Engagement of Interested Parties and URCs	\$1,833,100
Component 4 : Groundwater Recharge Feasibility	\$935,000
Component 5: Demand Management	\$623,800
Component 6: Alternative Supply Feasibility and CEQA	\$880,000
Total:	\$10,393,900

Component 1: Grant Administration

Component serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Grant Agreement Administration	\$270,000
Total:	\$270,000

Component 2: Data Expansion and SGMA Compliance

Component 2 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$532,000
(b) Environmental / Engineering / Design	\$320,000
(c) Implementation / Construction	\$3,350,000
(d) Monitoring / Assessment	\$1,650,000
(e) Engagement / Outreach	\$0
Total:	\$5,852,000

Component 3: Engagement of Interested Parties and URCs

Component 3 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$166,646
(b) Environmental / Engineering / Design	\$0
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$1,666,454
Total:	\$1,833,100

Component 4: Groundwater Recharge Feasibility

Component 4 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$ 85,000
(b) Environmental / Engineering / Design	\$ 850,000
(c) Implementation / Construction	\$ 0
(d) Monitoring / Assessment	\$ 0
(e) Engagement / Outreach	\$ 0
Total:	\$ 935,000

Component 5: Demand Management

Component 5 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$ 56,709
(b) Environmental / Engineering / Design	\$ 567,091
(c) Implementation / Construction	\$ 0
(d) Monitoring / Assessment	\$ 0
(e) Engagement / Outreach	\$ 0
Total:	\$ 623,800

Component 6: Alternative Supply Feasibility and CEQA Initial Study

Component 6 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$ 80,000
(b) Environmental / Engineering / Design	\$ 800,000
(c) Implementation / Construction	\$ 0
(d) Monitoring / Assessment	\$ 0
(e) Engagement / Outreach	\$ 0
Total:	\$ 880,000.00

Exhibit C
SCHEDULE

Grant Title: Salinas Valley GSP Implementation Grant

Categories	Start Date¹	End Date¹
Component 1: Grant Administration	January 1, 2024	April 15, 2026
(a) Grant Agreement Administration	01/01/2024	04/15/2026
Component 2: Data Expansion and SGMA Compliance	January 1, 2024	March 31, 2026
(a) Component Administration	01/01/2023	03/31/2026
(b) Environmental / Engineering / Design	01/01/2023	07/30/2025
(c) Implementation / Construction	12/01/2023	12/30/2025
(d) Monitoring / Assessment	12/01/2023	03/31/2026
(e) Education / Outreach	N/A	N/A
Component 3: Engagement of Interested Parties and URCs	October 5, 2022	March 31, 2026
(a) Component Administration	10/05/2022	03/31/2026
(b) Environmental / Engineering / Design	N/A	N/A
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	N/A	N/A
(e) Education / Outreach	10/04/2022	03/31/2026
Component 4: Groundwater Recharge Feasibility	July 1, 2023	February 28, 2026
(a) Component Administration	07/01/2023	02/28/2026
(b) Environmental / Engineering / Design	07/01/2023	02/28/2026
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	N/A	N/A
(e) Education / Outreach	N/A	N/A
Component 5: Demand Management	January 1, 2024	February 28, 2026
(a) Component Administration	01/01/2023	02/28/2026
(b) Environmental / Engineering / Design	01/01/2023	02/28/2026
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	N/A	N/A
(e) Education / Outreach	N/A	N/A

Categories	Start Date ¹	End Date ¹
Component 6: Alternative Supply Feasibility and CEQA Initial Study	January 1, 2024	February 28, 2026
(a) Component Administration	01/01/2024	02/28/2026
(b) Environmental / Engineering / Design	01/01/2024	02/28/2026
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	N/A	N/A
(e) Education / Outreach	N/A	N/A

NOTES:

¹Exhibit C Schedule only dictates the work start date and the work end date for the Budget Category listed. The Grantee must adhere to the Deliverable Due Date Schedule that has been approved by the DWR Grant Manager. The dates listed in Exhibit C Schedule are date ranges that correlates to the Deliverable Due Date Schedule. Eligible costs for each line item will only be approved if the work completed falls within the date ranges listed in Exhibit C.

Exhibit D**STANDARD CONDITIONS****D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**

- A. **Separate Accounting of Funding Disbursements:** the Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. The Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. The Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. The Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the State at any and all reasonable times.
- B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- C. **Remittance of Unexpended Funds:** The Grantee shall remit to the State any unexpended funds that were disbursed to the Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from the State to the Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: The Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from The California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

D.3. AMENDMENT: This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." The State shall have no obligation to agree to an amendment.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Grant Agreement, the Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. AUDITS: The State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by the State. After completion of the Project, the State may require the Grantee to conduct a final audit to the State's specifications, at the Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may elect to pursue any remedies provided in Paragraph 9, "Default Provisions" or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of the Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. (Pub. Resources Code, § 80012, subd. (b).)

- D.6. **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for this program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State to make any payments under this Grant Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement and the Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to the State, or offer a Grant Agreement amendment to the Grantee to reflect the reduced amount.
- D.7. **CALIFORNIA CONSERVATION CORPS:** The Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8. **CEQA:** Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the DWR Grant Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once the State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 9, "Default Provisions."
- D.9. **CHILD SUPPORT COMPLIANCE ACT:** The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.10. **CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. The State and the Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

- D.11. COMPETITIVE BIDDING AND PROCUREMENTS: The Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by the State under this Grant Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.12. COMPUTER SOFTWARE: The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13. CONFLICT OF INTEREST: All participants are 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 application 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 section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
- D. Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14. DELIVERY OF INFORMATION, REPORTS, AND DATA: The Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.15. DISPOSITION OF EQUIPMENT: The Grantee shall provide to the State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by the State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory the State shall provide the Grantee with a list of the items on the inventory that the State will take title to. All other items shall become the property of the Grantee. The State shall arrange for delivery from the Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by the State.
- D.16. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Grant Agreement, the Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under

the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
 - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. The Grantee's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 - i. Will receive a copy of the Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of the Grantee's condition of employment, contract or subcontract.
- D.17. **EASEMENTS:** Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant Agreement, an appropriate easement or other title restriction shall be provided and approved by the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.
- Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.
- Failure to provide an easement or other title restriction acceptable to the State may result in termination of this Agreement.
- D.18. **FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER:** Upon completion of the Project, the Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.
- D.19. **GRANTEE'S RESPONSIBILITIES:** The Grantee and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A, "Work Plan" and in accordance with Project Exhibit B, "Budget" and Exhibit C, "Schedule."
 - B. Must maintain eligibility requirements as outlined in the 2021 Guidelines, amended April 2023, and 2021 PSP and pursuant to Paragraph 10.
 - C. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
 - D. Comply with all applicable California, federal, and local laws and regulations.
 - E. Implement the Project in accordance with applicable provisions of the law.

- F. Fulfill its obligations under the Grant Agreement and be responsible for the performance of the Project.
- G. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. The Grantee shall provide copies of permits and approvals to the State.
- H. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by the State is solely for the purpose of proper administration of funds by the State and shall not be deemed to relieve or restrict responsibilities of the Grantee under this Agreement.
- I. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.20. GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.21. INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.
- D.22. INDEMNIFICATION: The Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, and any breach of this Agreement. The Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.23. INDEPENDENT CAPACITY: The Grantee, and the agents and employees of the Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.24. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may withhold disbursements to the Grantee or take any other action it deems necessary to protect its interests.
- D.25. INSPECTIONS OF PROJECT BY STATE: The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and the Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with the State.
- D.26. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the 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. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>.

For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

- D.27. **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Funding Recipient, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to work plan are changes that help clarify the original language, addition of task without deleting others, and minor edits that will not result in change to the original scope. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Funding Recipient to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.28. **NONDISCRIMINATION:** During the performance of this Grant Agreement, the Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. The Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. The Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.
- D.29. **OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.30. **PERFORMANCE BOND:** Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.31. **PRIORITY HIRING CONSIDERATIONS:** If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.32. **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner

whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with the Grantee's service of water, without prior permission of the State. The Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of the Grantee meet its obligations under this Grant Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State.

- D.33. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.34. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.35. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.36. RETENTION: The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
- D.37. RIGHTS IN DATA: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.38. SEVERABILITY: Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.39. SUSPENSION OF PAYMENTS: This Grant Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. The Grantee, its contractors, or subcontractors have made a false certification, or
 - B. The Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.40. SUCCESSORS AND ASSIGNS: This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by the State and made subject to such reasonable terms and conditions as the State may impose.
- D.41. TERMINATION BY THE GRANTEE: Subject to State approval which may be reasonably withheld, the Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, the Grantee must provide a reason(s) for termination. The Grantee must submit all progress reports summarizing accomplishments up until termination date.

- D.42. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 9, "Default Provisions," the State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 9, "Default Provisions."
- D.43. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.45. TIMELINESS: Time is of the essence in this Grant Agreement.
- D.46. UNION ORGANIZING: The Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, the Grantee, by signing this Grant Agreement, hereby certifies that:
- A. No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
 - B. The Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
 - C. The Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.
- D.47. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.48. WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

Exhibit E

AUTHORIZING RESOLUTION ACCEPTING FUNDS

**Before the Board of Directors of the
Salinas Valley Basin Sustainable Groundwater Management Agency**

Resolution No. 2022-19

Authorizing the General Manager to apply on)
behalf of the Salinas Valley Basin Groundwater)
Sustainability Agency to the California)
Department of Water Resources to obtain a grant)
for the Forebay, Upper Valley, Langley, Eastside)
GSP Implementation Project under the 2021)
Sustainable Groundwater Management (SGM))
Grant Program Implementation – Round 2 Grant.)

WHEREAS, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319, and Assembly Bill 1739, collectively known as the Sustainable Groundwater Management Act (SGMA), which amended the Water Code (Part 2.74 of Division 6 of the Water Code, Sections 10720-10737.8) and provides the framework for sustainable groundwater management planning and implementation; and,

WHEREAS, SGMA went into effect on January 1, 2015; and,

WHEREAS, SGMA requires local public agencies and Groundwater Sustainability Agencies (GSAs) to develop and implement Groundwater Sustainability Plans (GSPs) or alternatives to GSPs for designated high and medium priority groundwater basins and subbasins; and,

WHEREAS, SGMA authorizes a combination of local agencies to form a GSA by entering into a joint powers agreement as authorized by the Joint Exercise of Powers Act (Chapter 5 of Division 7 of Title 1 of the California Government Code); and,

WHEREAS, the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) is such a joint powers authority and formed effective December 22, 2016, for the purposes of being the GSA for the Salinas Valley Groundwater Basin within the County of Monterey, but not including the area within the jurisdictional boundaries of the Marina Coast Water District, City of Marina GSA, the City of Greenfield, or the adjudicated Seaside sub-basin; and,

WHEREAS, SGMA requires that a basin have an adopted GSP by no later than January 31, 2020, if a high or medium priority basin is designated as critically overdrafted, and no later than January 31, 2022, if a high or medium priority basin is not designated as critically overdrafted; and,

WHEREAS, the Salinas Valley Basin managed by the SVBGSA encompasses sub-basins that are designated by the California Department of Water Resources (DWR) as medium-priority and high- priority, and SVBGSA has completed Groundwater Sustainability Plans (GSPs) for all required sub-basins by January 31, 2020 and January 31, 2022; and,

WHEREAS, the California Budget Act of 2021 (Stats. 2021 ch. 240, § 80) appropriates a total of \$180 million for SGMA implementation, and the California Drought, Water, Parks, Climate, Coastal Protection and

Outdoor Access for All Act of 2018 (Proposition 68) (Public Resource Code § 80000 et. seq.) authorizes the Legislature to appropriate a total of \$120 million to DWR for drought and groundwater investments to achieve regional sustainability; and,

WHEREAS, DWR is administering solicitations for the Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Round 2 Grant using funds authorized by the California Budget Act of 2021 and Proposition 68 for projects that encourage sustainable management of groundwater resources and support SGMA, and/or invest in groundwater recharge projects with surface water, stormwater, recycled water, and other conjunctive use projects; NOW THEREFORE,

BE IT RESOLVED by the Board of Directors of the Salinas Valley Basin Groundwater Sustainability Agency, as follows:

1. That an application be made to the Department of Water Resources to obtain a grant under the 2021 Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Pub. Resources Code, § 80000, et seq.) and the Budget Acts of 2021 and 2022. Be it further resolved that the Salinas Valley Basin Sustainable Groundwater Management Agency has the authority and shall enter into a funding agreement with the Department of Water Resources to receive a grant for the Forebay, Upper Valley, Langley, Eastside GSP Implementation Project.
2. The General Manager of the Salinas Valley Basin Sustainable Groundwater Management Agency, or designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, execute a funding agreement and any future amendments thereto, submit invoices, and submit any reporting requirements with the Department of Water Resources.

PASSED AND ADOPTED on the 10th day of November 2022 by the following vote, to-wit:

AYES: Adams, Alejo, Brennan, Chapin, Cremers, Granillo, Pereira, Rice, Rocha, Stefani and Chair Bramers

NOES: None

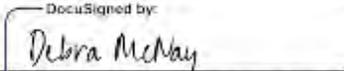
ABSENT: None

ABSTAIN: None

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Salinas Valley Basin Sustainable Groundwater Management Agency Board of Directors held on November 10, 2022.

Dated: 11/11/2022

Signed: 

Debra McNay, Clerk of the Board
Salinas Valley Basin Sustainable Groundwater Management Agency,
County of Monterrey, State of California

Exhibit F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

1. QUARTERLY PROGRESS REPORTS

A Quarterly Progress Report template will be provided by the DWR Grant Manager. Grantees must use the template provided for all Quarterly Progress Reports to obtain reimbursement reported. The Quarterly Progress Report must accompany an Invoice and be numbered the same for ease of reference for auditing purposes. In addition, the reporting period for the Quarterly Progress Report must also align with the corresponding quarterly Invoice.

2. COMPONENT COMPLETION REPORT

Component Completion Reports shall generally use the following format. This report should summarize all work completed as part of this grant.. This is a standalone document and should not reference other documents or websites. Web links are edited or removed over time. These grants can be audited several years after they are closed. Therefore, links are not appropriate to include in the close out reports.

EXECUTIVE SUMMARY – Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original application
- Description of actual work completed and any deviations from the work plan identified in the Grant Agreement

REPORTS AND/OR PRODUCTS – The following items should be provided

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Self-Certification that the Project meets the stated goal of the Grant Agreement (e.g. 100-year level of flood protection, HMP standard, PI-84-99, etc.)
- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

COSTS AND DISPOSITION OF FUNDS – A list of showing:

- The date each invoice was submitted to the State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Grantee for meeting its cost sharing obligations under this Grant Agreement.
- A summary of final funds disbursement including:
 - Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.

- Evaluation cost information, shown by material, equipment, labor costs, and any change orders
- Any other incurred cost detail
- A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed; and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

3. GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This report should summarize all work completed as part of this grant. This is a standalone document and should not reference other documents or websites. Web links are edited or removed over time. These grants can be audited several years after they are closed. Therefore, links are not appropriate to include in the close out reports.

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion whether the level, type, or magnitude of benefits of each project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; and a summary of final funds disbursement for each project.

Additional Information: Summary of the submittal schedule for the Post Performance Reports applicable for the projects in this Grant Agreement.

4. POST-PERFORMANCE REPORT

The Post Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance. The PPR should be following the Methodology Report for the specific project type(s) provided by the DWR Grant Manager. The PPR should identify whether the project is being operated and maintained. DWR requirements is for all funded projects should be maintained and operated for a minimum of 15 years. If the project is not being maintained and operated, justification must be provided. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
 - Grantee Name
 - Implementing Agency (if different from Grantee)
 - Grant Agreement Number
 - Project Name
 - Funding grant source
 - Report number
- Post Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).

- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

Exhibit G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports, as described in Exhibit G, "Requirements for Data Submittal."

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

Exhibit H

STATE AUDIT DOCUMENT REQUIREMENTS

The following provides a list of documents typically required by State Auditors and general guidelines for Grantees. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. Grantees should ensure that such records are maintained for each funded project.

State Audit Document Requirements

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) Expenditure tracking of State funds
 - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

Exhibit J

MONITORING AND MAINTENANCE PLAN COMPONENTS AND GUIDANCE

Introduction

- Goals and objectives of project
- Site location and history
- Improvements implemented
- Monitoring and Reporting Plan

For each construction Component or Project contained in Exhibit A, a post-performance monitoring and reporting plan shall be submitted according to the Monitoring Method(s) developed by DWR. The Monitoring Methods are designed to provide the necessary steps needed to monitor Components or Project within the grant to DWR's monitoring standards. The detailed Monitoring Methods and protocols specific to the Components or Project listed in Exhibit A will be provided by the Grant Manager. The full monitoring method report is available on the SGM Grant Program website at: www.water.ca.gov/sgmgrants.

Exhibit K
APPRAISAL SPECIFICATIONS
NOT APPLICABLE

Exhibit L
INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE
NOT APPLICABLE

EXHIBIT M

INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

Administration Charges

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the project are eligible for reimbursement. Cost such as rent, office supplies, fringe benefits, etc. can be "Direct Costs" and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A "fully-burdened labor rate" can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
 - Non-project specific personnel and accounting services performed within the Grantee or an LPS' organization
 - Generic markup
 - Tuition
 - Conference fees
 - Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed

Labor Rates

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet). The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will be reimbursed by grant funds and the corresponding hourly rate range. These rates should be "burdened"; the burdened rate must be consistent with the Grantee's/Local Project Sponsors standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate letter

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
MARINA COAST WATER DISTRICT GROUNDWATER SUSTAINABILITY AGENCY
AGREEMENT NUMBER 4600015624
SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION GRANT
AMENDMENT #1**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR" and the Marina Coast Water District Groundwater Sustainability Agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

1. **PURPOSE.** The State shall provide funding from 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) to the Grantee to assist in financing the GSP Implementation Activities in the Monterey Subbasin (Project). By executing this Agreement, the Grantee certifies that the purpose of the Project is to implement SGMA as outlined in the Grantee's GSP or Alternative to a GSP. The provision of State funds pursuant to this Agreement shall not be construed or interpreted to mean that the Groundwater Sustainability Plan (GSP) or Alternative to GSP, or any components of the GSP, implemented in accordance with the Work Plan as set forth in Exhibit A will be: adopted by the applicable Groundwater Sustainability Agency (GSA); obtain the necessary desirable results of Sustainable Management Criteria; or, meet all of the evaluation and assessment criteria when submitted to DWR as required by the SGMA and implementing regulations.
2. **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on JANUARY 1, 2023, and ends three (3) years following the final payment unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by APRIL 30, 2026, and no funds may be requested after JUNE 30, 2026.
3. **GRANT AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed \$6,447,910. Any additional costs are the responsibility of the Grantee.
4. **BASIC CONDITIONS.** The State shall have no obligation to disburse money for the Project under this Grant Agreement until the Grantee has satisfied the following conditions:
 - A. The Grantee must demonstrate compliance with all eligibility criteria set forth on Pages 7 through 13 of the *SGM Grant Program 2021 Guidelines, amended April 2023 (2021 Guidelines)*.
 - B. For the term of this Grant Agreement, the Grantee submits Quarterly Progress Reports, associated quarterly invoices, and all invoice backup documentation no later than sixty (60) days following the end of the calendar quarter (e.g. submitted by May 30th, August 29th, November 29th, and February 28th) and all other deliverables as required by Paragraph 11, "Submission of Reports" and Exhibit A, "Work Plan".
 - C. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State:
 - i. Final plans and specifications certified by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A, "Work Plan" of this Grant Agreement.
 - ii. Work that is subject to the California Environmental Quality Act (CEQA) process and/or environmental permitting shall not proceed under this Grant Agreement until the following actions are performed:
 - a. The Grantee submits to the State all applicable environmental permits as indicated on the Environmental Information Form (EIF) to the State,
 - b. Documents that satisfy the CEQA process are received by the State,
 - c. The State has completed its CEQA compliance review as a Responsible Agency, and

- d. The Grantee receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. The Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.

iii. A monitoring plan as required by Paragraph 13, "Project Monitoring Plan Requirements."

5. DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
6. ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget." Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after OCTOBER 4, 2022, shall be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to the following items:

- A. Costs for preparing and filing a grant application and/or spending plan.
- B. Costs associated with the formation of a GSA(s) or other board formation that is responsible for implementing SGMA.
- C. Operation and maintenance costs, including post construction performance and monitoring costs.
- D. Purchase of equipment not an integral part of a project.
- E. Establishing a reserve fund.
- F. Purchase of water supplies.
- G. Replacement of existing funding sources.
- H. Travel and per diem costs, except for mileage.
- I. Support of existing agency requirements and mandates.
- J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
- K. Meals, food items, or refreshments.
- L. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.

M. Overhead and indirect costs: "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

7. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 4, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee via US mail or Express mail delivery of a "wet signature" invoice or an electronic invoice certified and transmitted via DocuSign for costs incurred and timely Quarterly Progress Reports as required by Paragraph 11, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Invoices must accompany a Quarterly Progress Report and shall be submitted within no later than sixty (60) days following the end of the calendar quarter (e.g. submitted by May 30th, August 29th, November 29th, and February 28th). The State will notify the Grantee, in a timely manner, whenever, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice. If backup documentation provided is outside of the period identified in the particular invoice, the Grantee must provide justification within the associated Quarterly Progress Report and note the discrepancy on the Invoice Submittal Summary Sheet.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
 - i. Invoices must contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
 - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount."

Original signature and date (in ink) of the Grantee's Project Representative. Submit the original "wet signature" copy of the invoice form to the following address: Bryce Matsumura at 691 N. Laverne Ave., Suite 104, Fresno, CA 93727 or an electronic signature certified and transmitted via DocuSign from authorized representative to bryce.matsumura@water.ca.gov.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any

invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs/cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

8. WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 9, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 9. If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.
9. DEFAULT PROVISIONS. The Grantee will be in default under this Grant Agreement if any of the following occur:
- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
- i. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
 - ii. Failure to operate or maintain the Project in accordance with this Grant Agreement.
 - iii. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
 - iv. Failure to submit quarterly progress reports pursuant to Paragraph 4.
 - v. Failure to routinely invoice the State pursuant to Paragraph 7.
 - vi. Failure to meet any of the requirements set forth in Paragraph 10, "Continuing Eligibility."
 - vii. A determination pursuant to Government Code section 11137 that the Grantee has violated any of the following: Government Code sections 11135 or 12960 et seq.; Civil Code sections 51-54.2, inclusive; or any regulations adopted to implement these sections.
- B. Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:
- i. Declare the funding be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of default.
 - ii. Terminate any obligation to make future payments to the Grantee.
 - iii. Terminate the Grant Agreement.

- iv. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

10. CONTINUING ELIGIBILITY. The Grantee must meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2021 Guidelines, amended April 2023, to remain eligible to receive State funds:
 - A. The Grantee must continue to demonstrate eligibility and the groundwater basin must continue to be an eligible basin as outlined in the 2021 Guidelines, amended April 2023, and 2021 PSP.
 - B. Grantee must adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406) for data sharing, transparency, documentation, and quality control.
 - C. If the Grantee diverting surface water, the Grantee must maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et seq.
 - D. If applicable, maintain compliance with the Urban Water Management Planning Act (Wat. Code, § 10610 et seq.).
 - E. If applicable, maintain compliance with Sustainable Water Use and Demand Reduction requirements outlined in Water Code Section 10608, et seq.
 - F. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
11. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Grant Manager, and shall be submitted via DWR's "Grant Review and Tracking System" (GRanTS), or an equivalent online submittal tool. If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such project.
 - A. Quarterly Progress Reports: The Grantee shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be shall be uploaded via GRanTS, or an equivalent online submittal tool, and the State's Grant Manager notified of upload. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, the Grantees activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Quarterly Progress Report should be submitted to the State no later than MAY 30, 2024 with future reports then due on successive three-month increments based on the invoicing schedule and this date. The DWR Grant Manager will provide a Quarterly Progress Report template that shall be used for the duration of the Agreement.

- B. Groundwater Sustainability Plan or Alternative: The Grantee shall ensure that any updates to the GSP or Alternative shall be formatted, drafted, prepared, and completed as required by the GSP Regulations, and in accordance with any other regulations or requirements that are stipulated through SGMA.
- C. Component Completion Report(s): The Grantee shall prepare and submit to the State a separate Component Completion Report for each component included in Exhibit A, "Work Plan". The Grantee shall submit a Component Completion Report within ninety (90) calendar days of component completion. Each Component Completion Report shall include, in part, a description of actual work done, any changes or amendments to each component, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Component Completion Report shall also include, if applicable, certification of final component by a California Registered Civil Engineer (or equivalent registered professional as appropriate), consistent with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer". A DWR "Certification of Project Completion" form will be provided by the State.
- D. Grant Completion Report: Upon completion of the Project included in Exhibit A, "Work Plan" the Grantee shall submit to the State a Grant Completion Report. The draft Grant Completion Report shall be submitted to the DWR Grant Manager for comment and review 90 days before the work completion date outlined on Page 1, Paragraph 2. The final Grant Completion Report shall address the DWR Grant Manager's comments prior to the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements". Retention for the project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted and approved by the State.
- E. Post Performance Reports: The Grantee shall submit Post Performance Reports. Post Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the completed project begins operation.
- F. Deliverable Due Date Schedule: The Grantee shall submit a Deliverable Due Date Schedule within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the Deliverable Due Date Schedule has been received by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager and the revised schedule saved in the appropriate project files.
- G. Environmental Information Form (EIF): Prepare and submit the EIF within 30-days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the EIF has been received by the DWR Grant Manager.
12. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of the Grantee to ensure operation and maintenance of the projects in accordance with

this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 9, "Default Provisions."

13. PROJECT MONITORING PLAN REQUIREMENTS. As required in Exhibit A, "Work Plan", a Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post Performance Monitoring Report requirements as defined and listed in Exhibit J, "Monitoring and Maintenance Plan Components". The SGM Grant Program has developed post construction monitoring methodologies that shall be used for the Post Performance Reporting.
14. NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 - B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
 - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
 - D. The initiation of any litigation or the threat of litigation against the Grantee regarding the Project or that may affect the Project in any way.
 - E. For implementation/construction Projects, final inspection of the completed work on a project by a Registered Civil Engineer, in accordance with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer." The Grantee shall notify the State's Grant Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
15. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.
 - B. By certified U.S. mail, return receipt requested, postage prepaid.
 - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 - D. By electronic means.
 - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

16. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

17. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources

Carmel Brown
Manager, Financial Assistance Branch
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 873-5186
Email: Carmel.Brown@water.ca.gov

Marina Coast Water District Groundwater
Sustainability Agency

Remleh Scherzinger
General Manager
11 Reservation Road
Marina, CA 93933
Phone: (831) 883-5938
Email: rscherzinger@mcwd.org

Direct all inquiries to the Grant Manager:

Department of Water Resources

Bryce Matsumura
Engineering Geologist
691 N Laverne Ave Ste 104
Fresno CA 93727
Phone: (559) 540-0394
Email: bryce.matsumura@water.ca.gov

Marina Coast Water District Groundwater
Sustainability Agency

Patrick Breen
Water Resources Manager
11 Reservation Road
Marina, CA 93933
Phone: (831) 883-5951
Email: pbreen@mcwd.org

Either party may change its Grant Manager, Project Representative, or Project Manager upon written notice to the other party.

18. STANDARD PROVISIONS AND INTEGRATION. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A– Work Plan

Exhibit B– Budget

Exhibit C– Schedule

Exhibit D– Standard Conditions

Exhibit E– Authorizing Resolution Accepting Funds

Exhibit F– Report Formats and Requirements

Exhibit G– Requirements for Data Submittal

Exhibit H– State Audit Document Requirements

Exhibit I– Project Location

Exhibit J– Monitoring and Maintenance Plan Components

Exhibit K– Appraisal Specifications

Exhibit L– Information Needed for Escrow Process and Closure

Exhibit M– Invoice Guidance for Administrative and Overhead Charges

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

MARINA COAST WATER DISTRICT GSA

Carmel Brown
Manager, Financial Assistance Branch

Remleh Scherzinger
General Manager

Date_____

Date_____

Approved as to Legal Form and Sufficiency

_____ for
Robin Brewer
Assistant General Counsel,
Office of the General Counsel

Date_____

Exhibit A WORK PLAN

Project Title: GSP Implementation Activities in the Monterey Subbasin (Project)

Project Description: The Work Plan includes activities associated with implementation and outreach for the GSP for the Monterey Subbasin (Subbasin). The Project includes installation of monitoring wells, subbasin-wide data collection, and outreach and engagement for communities within the subbasin including underrepresented communities (URCs). The Work Plan includes four Components:

- Component 1: Grant Agreement Administration
- Component 2: Monterey Subbasin Data Expansion and SGMA Compliance
- Component 3: Project Update Report
- Component 4: Engagement of Interested Parties and Domestic Well Owners

COMPONENT 1: GRANT ADMINISTRATION

Category (a): Grant Agreement Administration

Prepare reports detailing work completed during the reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement. Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports and should be submitted to the DWR Grant Manager for review to receive reimbursement of Eligible Project Costs. Collect and organize backup documentation by component, budget category, and task and prepare a summary Excel document detailing contents of the backup documentation organized by component, budget category, and task.

Prepare and submit the Environmental Information Forms (EIFs) within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the EIF has been received by the DWR Grant Manager. Submit a deliverable due date schedule within 30 days of the execution date of the Grant Agreement to be reviewed and approved by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager and the revised schedule saved in the appropriate project files.

Prepare the Draft Grant Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the work completion date. DWR's Grant Manager will review the Draft Grant Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Grant Completion Report addressing the DWR Grant Manager's comments prior to the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Grant Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- EIF(s)
- Deliverable due date schedule
- Quarterly Progress Reports, Quarterly Invoices, and all required backup documentation
- Draft and Final Grant Completion Reports

COMPONENT 2: MONTEREY SUBBASIN DATA EXPANSION AND SGMA COMPLIANCE

Component 2 will construct a minimum of two (2) monitoring wells, address anticipated DWR comments on the GSPs, and provide the foundational groundwater basin understanding and model for the 5-year update. These data and modeling are also critical for making decisions on projects and management actions needed to reach sustainability.

Category (a): Component Administration

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 2 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design

Conduct planning and design activities associated with the monitoring well installation. Perform a technical assessment of potential monitoring well locations, associated costs, and landowner participation to determine the location of monitoring wells to be installed. Acquire any landowner access agreement(s) necessary to install monitoring wells with adequate access for construction and maintenance. Develop and prepare specifications, bid communications, contracting, and bid award recommendation. Acquire necessary permits required for the well installation(s). Prepare any required CEQA documentation. Complete a Site Health and Safety Plan to use during the well installation process.

Construction may not begin and no costs for Category (c) may be incurred until an exemption from CEQA is granted, or the State has reviewed the CEQA document(s), completed its CEQA responsible agency obligations and given its environmental clearance in accordance with Paragraphs 5 and D.8 of this Agreement. Any costs incurred for Category (c) prior to an exemption from CEQA is granted, or DWR gives its environmental clearance shall not be reimbursed and any such amounts shall be deducted from the total Grant Amount in Paragraph 3. In accordance with Paragraph 13, develop a Project Monitoring Plan that incorporates Post Performance Monitoring Report requirements as defined and listed in Exhibit J.

Deliverables:

- Map of approved locations for monitoring wells
- Bid document(s), if applicable
- Awarded contract(s) and Notice to Proceed, if applicable
- Required permit(s) and environmental documentation
- Project Monitoring Plan

Category (c): Implementation / Construction

Install and develop a minimum of two (2) monitoring wells identified in Category (b). Photo-document pre-, during, and post-construction activities. Sample baseline groundwater level and limited water quality (e.g., cations, anions) from the newly installed monitoring wells. Survey well locations and measuring point

elevations. Prepare and submit monitoring well logs, as built monitoring well diagrams, and Well Completion Reports to the DWR Grant Manager. Share progress with interested parties through regular MCWD meetings and SVBGSA Committee meetings.

Deliverables:

- Well Completion Reports
- Photo documentation included within the quarterly Progress Reports
- As Built Monitoring Well Diagrams
- Geophysical Survey Results, if applicable

Category (d): Monitoring / Assessment

Task 1: Induction Logging

Conduct annual induction logging of Deep Aquifers monitoring well clusters. Analyze data to profile water quality changes and signs of vertical migration of seawater intrusion into the Deep Aquifer.

Deliverables:

- Induction logs
- Technical report or presentation materials

Task 2: Conduct Aquifer Properties Tests

Select potential wells for aquifer testing in the Corral de Tierra Management Area, considering logistics such as well design, well condition, and water disposal options. Identify nearby wells for testing, negotiate with landowners for well access, and obtain necessary permits. Test each well for a minimum of 8 hours, followed by a 4-hour monitored recovery period. Analyze both drawdown and recovery tests to determine aquifer properties and spatially varying aquifer properties. Draft a technical memorandum including all test data and results, including photos and analyses.

Deliverables:

- Aquifer Properties Tests Technical Memo

Task 3: Establish GDE monitoring

Establish groundwater dependent ecosystem (GDE) monitoring protocols including prioritization of field reconnaissance to verify the presence of GDEs. Extend methodology developed by Central Coast Wetlands Group (CCWG) using state wetland monitoring protocols (RipRam or California Rapid Assessment Method). Use existing wells and additional shallow monitoring wells installed under this Component to monitor the relationships between groundwater levels and GDEs. Review DWRs groundwater GDE monitoring methods for consideration in the development of a GDE monitoring protocol.

Deliverables:

- GDE Mapping and Identification Memorandum Update
- GDE monitoring protocol

Task 4: Incorporate New Data into Hydrogeologic Conceptual Model

Compile all new data generated since original GSP was written, including airborne electromagnetic (AEM) surveys, aquifer tests, new Well Completion Reports, and any newly provided data from interested parties. Use new data to develop enhanced Hydrogeologic Conceptual Model (HCM). Compare new data to existing data and estimate data accuracy and worth using a scientifically sound framework that includes overall geologic history and current groundwater conditions. Refine HCM through comparing resistivities from AEM surveys to borehole geophysical logs, high quality well-completion reports, existing interpretations (such as cross-sections), and known geology. Collaborate between agencies to ensure coherent HCM across both management areas.

Deliverables:

- Refined and enhanced Hydrogeologic Conceptual Model for the Monterey Subbasin

Task 5: Update Salinas Seawater Intrusion Model Based on New Data

Review the Seawater Intrusion Model. Refine and update the Seawater Intrusion Model based on new data and in response to feedback from MCWD and Groundwater Technical Advisory Committee. Update coastal aquifer extents based on the Deep Aquifers Study findings. Collaborate with Seaside Watermaster to update the conceptualization along the Seaside-Monterey Subbasin border.

Deliverables:

- Report summarizing Seawater Intrusion Model updates

Task 6: Recalibrate and Update Salinas Valley Integrated Hydrologic Model (SVIHM) for the Monterey Subbasin

Refine and update the final SVIHM to enhance its usability for SGMA needs, building on a review of the SVIHM under the 180/400-Foot Aquifer Subbasin Round 1 SGMA Implementation Grant (anticipated mid-2023), and in conjunction with updates included in the Salinas Valley Round 2 SGMA Implementation Grant. Assess and improve calibration dataset in the Monterey Subbasin. Update system conceptualization, update existing geologic model. Work with Seaside Watermaster to integrate Seaside model into the SVIHM to improve boundary conditions. Reconcile SVIHM with Seawater Intrusion Model. Review and revise recharge assumptions. Integrate existing Marina-Ord area pumping data into SVIHM and expand pumping dataset inputs. Refine pumping distribution using updated groundwater extraction data. Revisit Monterey Subbasin Deep Aquifer layering assumptions based on Deep Aquifers Study findings. Recalibrate SVIHM and draft report on model updates.

Deliverables:

- Report summarizing model updates

Task 7: Expansion of Groundwater Extraction Monitoring

Develop plan for expanding and enhancing the existing Groundwater Extraction Monitoring System (GEMS) to increase reliability and efficiency of extraction data collection and expand to include all areas of the Monterey Subbasin. Design GEMS expansion in collaboration with the Monterey County Water Resources Agency (MCWRA). Leverage reports from similar analyses in other parts of the state to balance accuracy and cost of implementation. Develop a summary report with recommendations. Initiate a well registration program to establish a relatively accurate count of all active wells in the four Subbasins. Collaborate with MCWRA and the County Environmental Health Bureau to develop the initial data set of active wells.

Deliverables:

- Well Registration Program Report
- GEMS Expansion and Enhancement Feasibility Report

Category (e): Engagement / Outreach

Not applicable to this component

COMPONENT 3: PROJECT UPDATE REPORT

Component 3 will assist the subbasin GSAs in implementation of identified projects and management actions, including project scoping and analysis of potential project benefits and feasibility, including: Evaluation of regional project benefits and impacts on the Monterey Subbasin, building upon the feasibility study and engineering analysis of regional projects conducted under the Round 1 SGMA Implementation Grant in the 180/400-Foot Aquifer Subbasin; Operationalizing the management guidance from the Deep Aquifers Study together with other agencies and adjacent subbasins; Modeling and evaluating combinations of Marina-Ord,

Corral de Tierra, and regional projects, as multiple projects may be needed to mitigate overdraft and address seawater intrusion; Conducting multi-agency coordination and interested party outreach and engagement.

Category (a): Component Administration

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 3 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design

Task 1: Development of Deep Aquifers Management Options

Develop management actions and monitoring programs of the Deep Aquifers to implement management guidance coming from the Deep Aquifer Study. Engage in a Deep Aquifers agency working group with Monterey County, Monterey County Water Resources Agency, the Seaside Watermaster, and other agencies that manage or monitor aspects of the Deep Aquifers. Refine interim local management options for immediate action. Develop long-term management actions to manage the Deep Aquifers sustainably and prevent further groundwater level declines, seawater intrusion, and subsidence. Strengthen monitoring of the Deep Aquifers and Deep Aquifers management actions based on Deep Aquifers Study recommendations. Operationalize both local and regional management actions through bringing to GSA Boards of Directors for approval.

Deliverables:

- Deep Aquifers Management Recommendations Memorandum
- Deep Aquifers Monitoring Plan

Task 2: Modeling Assessment of Multi-Project Scenarios and Impacts on the Monterey Subbasin

Complete groundwater modeling of multi-project scenarios to assess impacts to Monterey Subbasin and increase understanding of projects and management actions. Build on modeling completed for individual projects and management actions under other grants or grant components, develop realistic combinations of projects and management actions, such as demand management coupled with the MCWD injection well. Work collaboratively to develop model scenarios and inputs and assess outputs.

Deliverables:

- Technical Memo summarizing modeling results

Task 3: Project Update Report

Develop a Project Update Report that summarizes updated information on projects and management actions resulting from this grant and other concurrent work in a comparable, digestible format. Include refined estimates of costs in relation to benefits and potential beneficiaries in the Report. Build off work done under the Round 1 SGMA Implementation Grant in the 180/400-Foot Aquifer Subbasin and include Task 3 modeling of multiple projects together and partial implementation of multiple projects to help refine the options for reaching sustainability across all subbasins. Draft the Report for easy comparison and to enable interested parties to engage in prioritizing, selecting, and moving forward towards sustainability. Ensure Report is complementary to and consistent with similar reports for other subbasins.

Deliverables:

- Project Update Report

Category (c): Implementation / Construction

Not applicable to this component

Category (d): Monitoring / Assessment

Not applicable to this component

Category (e): Engagement / Outreach

Not applicable to this component

COMPONENT 4: ENGAGEMENT OF INTERESTED PARTIES AND DOMESTIC WELL OWNERS

Component 4 engages interested parties and conducts outreach in the Corral de Tierra Management Area of the Monterey Subbasin. Engagement builds on SVBGSA's robust collaborative approach and conducts additional outreach to underrepresented communities. It aims to increase awareness of groundwater conditions, SVBGSA efforts, and individual actions that can be undertaken to increase water reliability. Since SVBGSA jointly implements the Monterey Subbasin GSP with MCWD GSA and work relates to and at times overlaps with work of other agencies, SVBGSA will collaborate with partner agencies to ensure coordination of efforts.

Category (a): Component Administration

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 4 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design

Not applicable to this component

Category (c): Implementation / Construction

Not applicable to this component

Category (d): Monitoring / Assessment

Not applicable to this component

Category (e): Engagement / Outreach**Task 1: SVBGSA Interested Party Engagement Meetings and Materials**

Conduct regular, open, public meetings to provide interested parties opportunities to be informed and engaged in GSP implementation which includes scientific communication and groundwater model educational programs in addition to the development of outreach materials. Staff booths at community events and develop storyboards for the website. Conduct engagement and outreach with the following committees and communities annually over the contract period: SVBGSA Board of Directors (4 meetings); SVBGSA Advisory Committee (6 meetings); Subbasin Implementation Committees (16 meetings); Groundwater Technical Advisory Committee Meetings (6 meetings); Public Workshops (2). Produce accessible communications products including web page information, outreach materials, public presentations, and hosting of public workshops.

Deliverables:

- Copies of committee meetings, board meetings, and workshop agendas and meeting packets
- Photo of Updated Web Home Page
- Copies of updated Mailchimp newsletters

Task 2: Outreach to Underrepresented Communities and Domestic Well Owners

Prioritize implementation of the SVBGSA Underrepresented Communities Engagement Strategy. Help support hiring an Outreach Coordinator to provide additional information to underrepresented communities and domestic well owners to engage them in GSP implementation, before and during public meetings. Conduct simultaneous translation of workshops and translation of written materials. Work with domestic well owners to connect them to resources and information for water reliability, including the Dry Well Notification System, well registration, and conservation opportunities.

Deliverables:

- Updated SVBGSA URC engagement strategy
- Translated materials available on SVBGSA website
- Copies of outreach materials for domestic well owners.

Task 3: Water Quality Coordination Group, and Land Use Jurisdiction Coordination Program, and Other Coordination with Partner Agencies

Partner with local Agencies to jointly implement the GSP. Coordinate on jointly implementing the Water Quality Coordination Group, and Land Use Jurisdiction Coordination Program. Conduct coordination meetings with the following committees and communities over the contract period: Land Use Jurisdiction Coordination Program (2 meetings); Water Quality Coordination Group (1 meeting); Monterey County Water Resources Agency (2 per year); Monterey County Environmental Health Bureau (2 per year); and MCWD GSA (3 per year).

Deliverables:

- Land Use Jurisdiction Coordination Program Update Report
- Water Quality Coordination Group meeting agenda and report out

Task 4: Project Specific Meetings for Interested Parties

Conduct project specific meetings for interested parties to engage in project development and provide input including: Seawater Intrusion Project Design and its delivery to the Corral de Tierra (6 meetings); Corral Stormwater Retention Pond (2 meetings).

Deliverables:

- Interested party outreach meeting agendas and meeting packets

**Exhibit B
BUDGET**

Grant Title: GSP Implementation Activities in the Monterey Subbasin

Grantee: Marina Coast Water District Groundwater Sustainability Agency

Components	Grant Amount
Component 1: Grant Administration	\$262,610
Component 2: Monterey Subbasin Data Expansion and SGMA Compliance	\$4,949,000
Component 3: Project Update Report	\$786,300
Component 4: Engagement of Interested Parties and Domestic Well Owners	\$450,000
Total:	\$6,447,910

Component 1: Grant Administration

Component serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Grant Agreement Administration	\$262,610
Total:	\$262,610

Component 2: Monterey Subbasin Data Expansion and SGMA Compliance

Component 2 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$214,000
(b) Environmental / Engineering / Design	\$137,000
(c) Implementation / Construction	\$2,904,000
(d) Monitoring / Assessment	\$1,694,000
(e) Engagement / Outreach	\$0
Total:	\$4,949,000

Component 3: Project Update Report

Component 3 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$61,300
(b) Environmental / Engineering / Design	\$725,000
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
Total:	\$786,300

Component 4: Engagement of Interested Parties and Domestic Well Owners

Component 4 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$50,000
(b) Environmental / Engineering / Design	\$0
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$400,000
Total:	\$450,000

Exhibit C
SCHEDULE

Grant Title: GSP Implementation Activities in the Monterey Subbasin

Categories	Start Date ¹	End Date ¹
Component 1: Grant Administration		
(a) Grant Agreement Administration	10/05/2022	4/30/2026
Component 2: Monterey Subbasin Data Expansion and SGMA Compliance		
(a) Grant Agreement Administration	1/1/2023	03/31/2026
(b) Environmental / Engineering / Design	1/1/2023	03/31/2026
(c) Implementation / Construction	12/1/2023	03/31/2026
(d) Monitoring / Assessment	1/1/2023	03/31/2026
(d) Education / Outreach	N/A	N/A
Component 3: Project Update Report		
(a) Grant Agreement Administration	10/05/2022	03/31/2026
(b) Environmental / Engineering / Design	10/05/2022	03/31/2026
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	N/A	N/A
(d) Education / Outreach	N/A	N/A
Component 4: Engagement of Interested Parties and Domestic Well Owners		
(a) Grant Agreement Administration	01/01/2023	03/31/2026
(b) Environmental / Engineering / Design	N/A	N/A
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	N/A	N/A
(d) Education / Outreach	01/01/2023	03/31/2026

NOTES:

¹Exhibit C Schedule only dictates the work start date and the work end date for the Budget Category listed. The Grantee must adhere to the Deliverable Due Date Schedule that has been approved by the DWR Grant Manager. The dates listed in Exhibit C Schedule are date ranges that correlates to the Deliverable Due Date Schedule. Eligible costs for each line item will only be approved if the work completed falls within the date ranges listed in Exhibit C.

Exhibit D**STANDARD CONDITIONS****D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**

- A. **Separate Accounting of Funding Disbursements:** the Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. The Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. The Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. The Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the State at any and all reasonable times.
- B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- C. **Remittance of Unexpended Funds:** The Grantee shall remit to the State any unexpended funds that were disbursed to the Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from the State to the Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: The Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from The California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

D.3. AMENDMENT: This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." The State shall have no obligation to agree to an amendment.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Grant Agreement, the Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. AUDITS: The State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by the State. After completion of the Project, the State may require the Grantee to conduct a final audit to the State's specifications, at the Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may elect to pursue any remedies provided in Paragraph 9, "Default Provisions" or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of the Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. (Pub. Resources Code, § 80012, subd. (b).)

- D.6. **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for this program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State to make any payments under this Grant Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement and the Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to the State, or offer a Grant Agreement amendment to the Grantee to reflect the reduced amount.
- D.7. **CALIFORNIA CONSERVATION CORPS:** The Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8. **CEQA:** Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the DWR Grant Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once the State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 9, "Default Provisions."
- D.9. **CHILD SUPPORT COMPLIANCE ACT:** The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.10. **CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. The State and the Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

- D.11. COMPETITIVE BIDDING AND PROCUREMENTS: The Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by the State under this Grant Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.12. COMPUTER SOFTWARE: The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13. CONFLICT OF INTEREST: All participants are 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 application 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 section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - D. Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14. DELIVERY OF INFORMATION, REPORTS, AND DATA: The Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.15. DISPOSITION OF EQUIPMENT: The Grantee shall provide to the State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by the State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory the State shall provide the Grantee with a list of the items on the inventory that the State will take title to. All other items shall become the property of the Grantee. The State shall arrange for delivery from the Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by the State.
- D.16. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Grant Agreement, the Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under

the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
 - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. The Grantee's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 - i. Will receive a copy of the Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of the Grantee's condition of employment, contract or subcontract.
- D.17. **EASEMENTS:** Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant Agreement, an appropriate easement or other title restriction shall be provided and approved by the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.
- Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.
- Failure to provide an easement or other title restriction acceptable to the State may result in termination of this Agreement.
- D.18. **FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER:** Upon completion of the Project, the Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.
- D.19. **GRANTEE'S RESPONSIBILITIES:** The Grantee and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A, "Work Plan" and in accordance with Project Exhibit B, "Budget" and Exhibit C, "Schedule."
 - B. Must maintain eligibility requirements as outlined in the 2021 Guidelines, amended April 2023, and 2021 PSP and pursuant to Paragraph 10.
 - C. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
 - D. Comply with all applicable California, federal, and local laws and regulations.
 - E. Implement the Project in accordance with applicable provisions of the law.

- F. Fulfill its obligations under the Grant Agreement and be responsible for the performance of the Project.
- G. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. The Grantee shall provide copies of permits and approvals to the State.
- H. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by the State is solely for the purpose of proper administration of funds by the State and shall not be deemed to relieve or restrict responsibilities of the Grantee under this Agreement.
- I. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.20. GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.21. INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.
- D.22. INDEMNIFICATION: The Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, and any breach of this Agreement. The Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.23. INDEPENDENT CAPACITY: The Grantee, and the agents and employees of the Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.24. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may withhold disbursements to the Grantee or take any other action it deems necessary to protect its interests.
- D.25. INSPECTIONS OF PROJECT BY STATE: The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and the Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with the State.
- D.26. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the 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. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>.

For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

- D.27. **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Funding Recipient, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to work plan are changes that help clarify the original language, addition of task without deleting others, and minor edits that will not result in change to the original scope. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Funding Recipient to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.28. **NONDISCRIMINATION:** During the performance of this Grant Agreement, the Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. The Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. The Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.
- D.29. **OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.30. **PERFORMANCE BOND:** Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.31. **PRIORITY HIRING CONSIDERATIONS:** If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.32. **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner

whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with the Grantee's service of water, without prior permission of the State. The Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of the Grantee meet its obligations under this Grant Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State.

- D.33. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.34. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.35. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.36. RETENTION: The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
- D.37. RIGHTS IN DATA: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.38. SEVERABILITY: Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.39. SUSPENSION OF PAYMENTS: This Grant Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. The Grantee, its contractors, or subcontractors have made a false certification, or
 - B. The Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.40. SUCCESSORS AND ASSIGNS: This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by the State and made subject to such reasonable terms and conditions as the State may impose.
- D.41. TERMINATION BY THE GRANTEE: Subject to State approval which may be reasonably withheld, the Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, the Grantee must provide a reason(s) for termination. The Grantee must submit all progress reports summarizing accomplishments up until termination date.

- D.42. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 9, "Default Provisions," the State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 9, "Default Provisions."
- D.43. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.45. TIMELINESS: Time is of the essence in this Grant Agreement.
- D.46. UNION ORGANIZING: The Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, the Grantee, by signing this Grant Agreement, hereby certifies that:
- A. No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
 - B. The Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
 - C. The Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.
- D.47. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.48. WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

Exhibit E
AUTHORIZING RESOLUTION ACCEPTING FUNDS

November 29, 2022

Resolution No. 2022 – GSA03
Resolution of the Board of Directors
Marina Coast Water District Groundwater Sustainability Agency
Authorizing a Monterey Sub-basin Sustainable Groundwater Management (SGM) Grant
Program SGMA Implementation Grant Application

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District Groundwater Sustainability Agency (“District”), at a special meeting duly called and held on November 29, 2022 via a video conference pursuant to Governor Newsom's Executive Order N-29-20, as follows:

WHEREAS, in the fall of 2014, the California legislature adopted, and the Governor signed into law, three bills (SB 1168, AB 1739, and SB 1319) collectively referred to as the "Sustainable Groundwater Management Act" ("SGMA"), that initially became effective on January 1, 2015, and that has been amended from time-to-time thereafter; and,

WHEREAS, the stated purpose of SGMA, as set forth in California Water Code section 10720.1, is to provide for the sustainable management of groundwater basins at a local level by providing local groundwater agencies with the authority, and technical and financial assistance necessary, to sustainably manage groundwater; and,

WHEREAS, SGMA requires the designation of Groundwater Sustainability Agencies ("GSAs") for the purpose of achieving groundwater sustainability through the adoption and implementation of regulatory programs known as Groundwater Sustainability Plans ("GSPs") or an alternative plan for all medium and high priority basins as designated by the California Department of Water Resources ("DWR"); and,

WHEREAS, SGMA requires GSAs to adopt GSPs for each basin/subbasin within the GSA's jurisdiction; and,

WHEREAS, GSPs for basins designated medium priority in DWR's Bulletin 118, and for those basins designated, are due to be filed with DWR no later than January 31, 2022; and,

WHEREAS, the Monterey Sub-basin of the Salinas Valley Groundwater Basin ("Sub basin") is designated medium priority; and,

WHEREAS, the Marina Coast Water District Groundwater Sustainability Agency (MCWDGSA) in coordination with the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) developed a GSP for the Subbasin as required by SGMA; and,

WHEREAS, in January 2022, the District adopted a Groundwater Sustainability Plan (GSP) for the Monterey Subbasin and submitted it to the Department of Water Resources. The plan provides a path to achieve and document sustainable groundwater management within 20 years and preserves the long-term sustainability of the Monterey Subbasin now and into the future; and,

WHEREAS, the Monterey Subbasin GSP contained various projects and management actions to achieve sustainability including an Indirect Potable Reuse project, and,

WHEREAS, the California Department of Water Resources is accepting application for the “2021 Sustainable Groundwater Management (SGM) Grant program SGMA Implementation Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Public Resources Code 80000, et seq.) and Budget Act of 2021 and 2022”; and,

WHEREAS, the MCWDGSA is responsible for implementing the Monterey Subbasin Groundwater Sustainability Plan for the Marina Ord Area and by agreement the SVBGSA is responsible for implementing the GSP in the Corral De Tierra portion of the Monterey Subbasin to achieve sustainability by 2042; and,

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District Groundwater Sustainability does hereby:

1. Authorize an application be made to the Department of Water Resources to obtain a grant under the 2021 Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Pub. Resources Code, § 80000, et seq.) and the Budget Acts of 2021 and 2022. Be it further resolved that the MCWD GSA has the authority and shall enter into a funding agreement with the Department of Water Resources to receive a grant for: GSP Implementation Activities in the Monterey Subbasin.
2. Authorize and direct the General Manager of the MCWD GSA, to prepare the necessary data, conduct investigations, file such application, execute a funding agreement and any future amendments thereto, submit invoices, and submit any reporting requirements with the Department of Water Resources.

PASSED AND ADOPTED November 29, 2022, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors Moore, Morton, Cortez, Shriner

Noes: Directors None

Absent: Directors None

Abstained: Directors Abstained


Jan Shriner, President

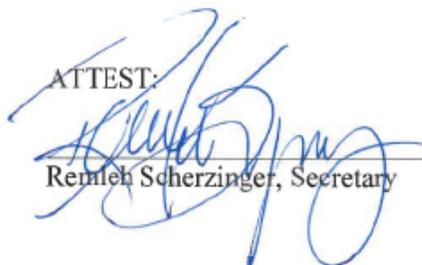
ATTEST:

Remfeh Scherzinger, Secretary

Exhibit F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

1. QUARTERLY PROGRESS REPORTS

A Quarterly Progress Report template will be provided by the DWR Grant Manager. Grantees must use the template provided for all Quarterly Progress Reports to obtain reimbursement reported. The Quarterly Progress Report must accompany an Invoice and be numbered the same for ease of reference for auditing purposes. In addition, the reporting period for the Quarterly Progress Report must also align with the corresponding quarterly Invoice.

2. COMPONENT COMPLETION REPORT

Component Completion Reports shall generally use the following format. This report should summarize all work completed as part of this grant. This is standalone document and should not reference other documents or websites. Web links are edited or removed over time. These grants can be audited several years after they are closed. Therefore, links are not appropriate to include in the close out reports.

EXECUTIVE SUMMARY – Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original application
- Description of actual work completed and any deviations from the work plan identified in the Grant Agreement

REPORTS AND/OR PRODUCTS – The following items should be provided

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Self-Certification that the Project meets the stated goal of the Grant Agreement (e.g. 100-year level of flood protection, HMP standard, PI-84-99, etc.)
- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

COSTS AND DISPOSITION OF FUNDS – A list of showing:

- The date each invoice was submitted to the State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Grantee for meeting its cost sharing obligations under this Grant Agreement.
- A summary of final funds disbursement including:
 - Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.
 - Evaluation cost information, shown by material, equipment, labor costs, and any change orders

- Any other incurred cost detail
- A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed; and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

3. GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This report should summarize all work completed as part of this grant.. This is standalone document and should not reference other documents or websites. Web links are edited or removed over time. These grants can be audited several years after they are closed. Therefore, links are not appropriate to include in the close out reports.

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion whether the level, type, or magnitude of benefits of each project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; and a summary of final funds disbursement for each project.

Additional Information: Summary of the submittal schedule for the Post Performance Reports applicable for the projects in this Grant Agreement.

4. POST-PERFORMANCE REPORT

The Post Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance. The PPR should be following the Methodology Report for the specific project type(s) provided by the DWR Grant Manager. The PPR should identify whether the project is being operated and maintained. DWR requirements is for all funded projects should be maintained and operated for a minimum of 15 years. If the project is not being maintained and operated, justification must be provided. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
 - Grantee Name
 - Implementing Agency (if different from Grantee)
 - Grant Agreement Number
 - Project Name
 - Funding grant source
 - Report number
- Post Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

Exhibit G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports, as described in Exhibit G, "Requirements for Data Submittal."

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

Exhibit H

STATE AUDIT DOCUMENT REQUIREMENTS

The following provides a list of documents typically required by State Auditors and general guidelines for Grantees. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. Grantees should ensure that such records are maintained for each funded project.

State Audit Document Requirements

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) Expenditure tracking of State funds
 - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

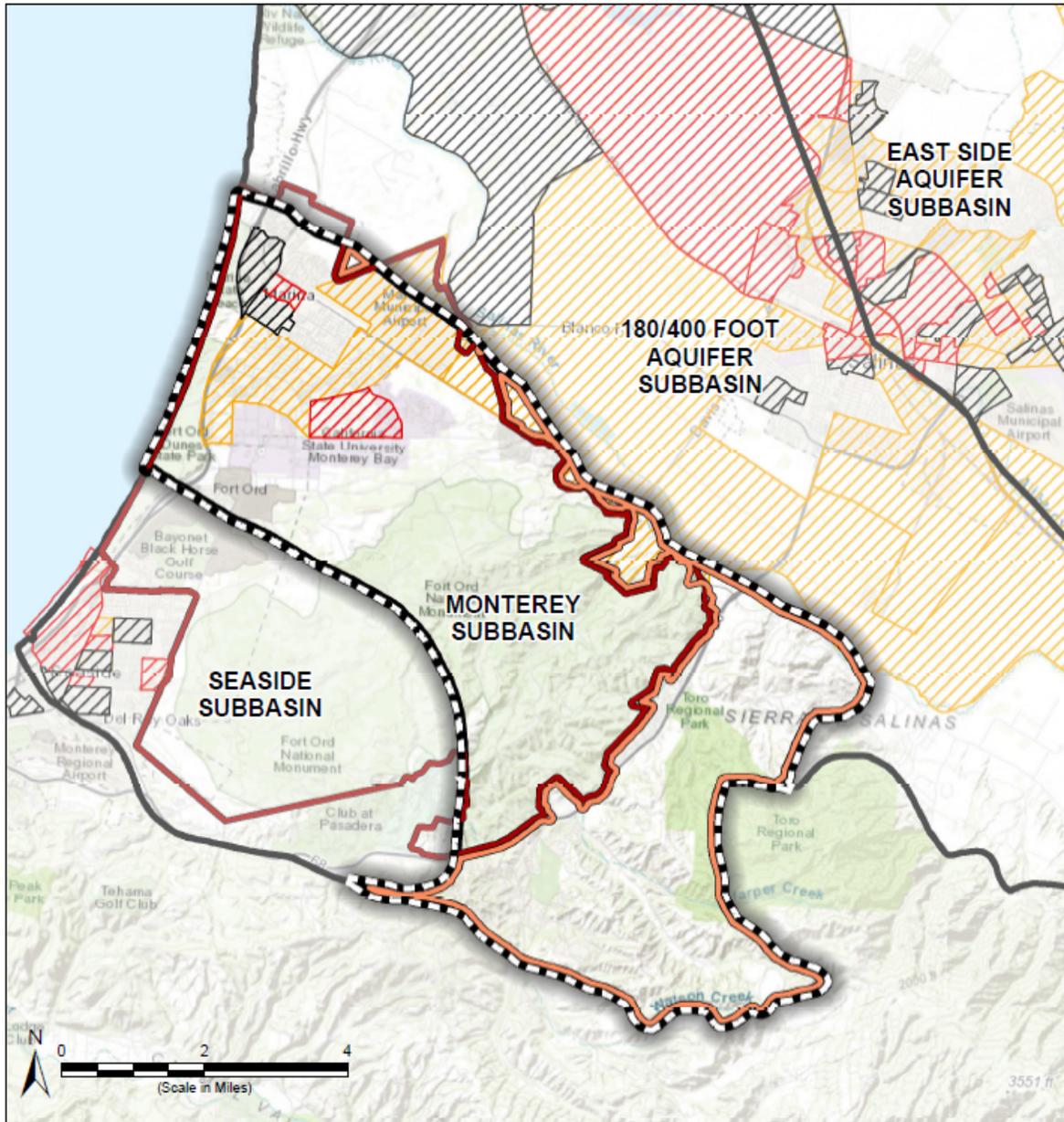
Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

Exhibit I
PROJECT LOCATION



Legend		Notes
Monterey Subbasin	Severely Disadvantaged Community (MHI < \$47,203)	1. All locations are approximate.
Benefit area for Components 1, 2, and 4-6	Disadvantaged Community (\$47,203 < MHI < \$62,939)	
Benefit area for Component 3	Fringe Community	Abbreviations
Corral de Tierra		DWR = Department of Water Resources
Other Groundwater Subbasins within Salinas Valley Basin		MHI = Mean Household Income
Sources		Disadvantaged Communities
1. Basemap is ESRI's ArcGIS Online world topographic map, obtained 15 December 2022.		Monterey Subbasin
2. DWR groundwater basins are based on the boundaries defined in California's Groundwater, Bulletin 118 - 2018 Update.		Sustainable Groundwater Management Grant
3. Disadvantaged Communities are from the DWR i16 Census block group disadvantaged communities 2020 dataset. Downloaded 28 October 2022.		Round 2 Application
4. Fringe Communities are from CalEnviroScreen Version 4.0 dated October 2021.		December 2022
		Figure 3

Exhibit J

MONITORING AND MAINTENANCE PLAN COMPONENTS AND GUIDANCE

Introduction

- Goals and objectives of project
- Site location and history
- Improvements implemented
- Monitoring and Reporting Plan

For each construction Component or Project contained in Exhibit A, a post-performance monitoring and reporting plan shall be submitted according to the Monitoring Method(s) developed by DWR. The Monitoring Methods are designed to provide the necessary steps needed to monitor Components or Project within the grant to DWR's monitoring standards. The detailed Monitoring Methods and protocols specific to the Components or Project listed in Exhibit A will be provided by the Grant Manager. The full monitoring method report is available on the SGM Grant Program website at: www.water.ca.gov/sgmgrants.

Exhibit K
APPRAISAL SPECIFICATIONS
NOT APPLICABLE

For property acquisitions funded this Grant Agreement, the Grantee must submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. All appraisal reports, regardless of report format, must include all applicable Appraisal Specifications below. Appraisals for a total compensation of \$150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than \$150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by Code of Civil Procedure, section 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three-year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive-habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the State. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.
15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements, access, land features such as levees and creeks, offsite improvements, easements and encumbrances, covenants,

conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).

16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data must include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
17. Subject property leasing and operating cost history, including all items of income and expense.
18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.
19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel must be addressed in the valuation.
21. Opinion of highest and best use for the subject property, based on an in depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
23. Map(s) showing all comparable properties in relation to the subject property.
24. Photographs and plat maps of comparable properties.
25. In depth discussion of comparable properties, similarities and differences compared to the subject, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties must include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.
26. Comparable data sheets.
 - a) For sales, include information on grantor/Grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.
 - b) For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.
 - c) For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use

restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements must be segregated from the land value.

27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.
28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.
29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber must be completed by a credentialed subject matter specialist.
30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.
31. Implied dedication statement.
32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.
33. Discussion of any departures taken in the development of the appraisal.
34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.
35. If applicable, in addition to the above, appraisals of telecommunication sites must also provide:
 - a) A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.

An analysis of other (ground and vault) leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.

Exhibit L
INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE
NOT APPLICABLE

The Grantee must provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents must be submitted within the term of this Grant Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

EXHIBIT M

INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

Administration Charges

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the project are eligible for reimbursement. Cost such as rent, office supplies, fringe benefits, etc. can be "Direct Costs" and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A "fully-burdened labor rate" can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
 - Non-project specific personnel and accounting services performed within the Grantee or an LPS' organization
 - Generic markup
 - Tuition
 - Conference fees
 - Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed

Labor Rates

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet). The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will be reimbursed by grant funds and the corresponding hourly rate range. These rates should be "burdened"; the burdened rate must be consistent with the Grantee's/Local Project Sponsors standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate letter

Certificate Of Completion

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FormID:	
Optional 1:	
Source Envelope:	
Document Pages: 94	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Bryce Matsumura
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	715 P Street
	Sacramento, CA 95814
	Bryce.Matsumura@water.ca.gov
	IP Address: 136.200.53.21

Record Tracking

Status: Original	Holder: Bryce Matsumura	Location: DocuSign
July 22, 2024 09:05	Bryce.Matsumura@water.ca.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Department of Water Resources	Location: DocuSign

Signer Events

Signature	Timestamp
Eric Garcia eric.garcia@water.ca.gov Security Level: Email, Account Authentication (None)	Sent: July 22, 2024 09:13 Viewed: July 22, 2024 10:56 Signed: July 22, 2024 10:58
Signature Adoption: Pre-selected Style Using IP Address: 136.200.53.16	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature	Timestamp
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Editor Delivery Events

Status	Timestamp
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Agent Delivery Events

Status	Timestamp
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Intermediary Delivery Events

Status	Timestamp
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Certified Delivery Events

Status	Timestamp
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Carbon Copy Events

Status	Timestamp
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FAB Grant Support fabgrantsupport@water.ca.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: July 22, 2024 10:58
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Electronic Record and Signature Disclosure:
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ID: 09c28b78-52e2-4947-baf1-0fbe441a78c4

Jorge Baca jorge.baca@water.ca.gov Senior Engineering Geologist Department of Water Resources Security Level: Email, Account Authentication (None)	COPIED	Sent: July 22, 2024 10:58
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	July 22, 2024 10:56
Signing Complete	Security Checked	July 22, 2024 10:58
Completed	Security Checked	July 22, 2024 10:58

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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**FIRST AMENDMENT TO THE
MONTEREY COUNTY WATER RESOURCES AGENCY AND
SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY
PURSUANT TO STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES)
AGREEMENT NUMBER 4600015881
SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION
GRANT FOR THE SALINAS VALLEY AND SUBGRANT AGREEMENT
PURSUANT TO STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES)
AGREEMENT NUMBER 4600015624
SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION
GRANT FOR THE MONTEREY SUBBASIN**

This First Amendment to the Subgrant Agreement between the Salinas Valley Basin Groundwater Sustainability Agency and Monterey County Water Resources Agency, Related to Grant Agreement Number 4600015881 and SVBGSA Subgrant related to Grant Agreement 4600015624 Sustainable Groundwater Management Act Implementation Grant (Agreement) is made on 3/12/2025.

RECITALS

The Parties entered into that certain Subgrant Agreement dated January 24, 2025. The Parties now desire to amend the terms of the Agreement as more particularly set forth herein.

NOW THEREFORE, the Parties agree as follows:

AMENDMENT TO AGREEMENT

Section 1. B is amended as follows:

B. The State awarded a \$10,393,900 Grant to SVBGSA to fund activities associated with implementation of the Groundwater Sustainability Plans (GSPs) for the Eastside Aquifer, Langley Area, Forebay Aquifer and Upper Valley Aquifer Subbasins (Subbasins) (Grant 1). The Project includes grant administration, data expansion and SGMA compliance activities, engagement of interested parties and underrepresented communities, groundwater recharge feasibility, demand management, and alternative supply feasibility. \$200,000 of the Grant is allocated to MCWRA for the expansion of the Groundwater Extraction Monitoring System (Exhibit A, Component 2, Category b, Task 1). \$150,000 of the Grant is allocated to MCWRA for engagement of interested parties (Exhibit A, Component 3, Category e, Task 3).

Section 3 is amended as follows:

3. SUBGRANT AMOUNT. The maximum amount payable to MCWRA under this Agreement shall not exceed \$400,000. Any additional costs are the responsibility of MCWRA.

Exhibit A is amended as follows:

**Exhibit A
WORK PLAN**

Salinas Project Title: MCWRA Subgrant to Salinas Valley GSP Implementation Grant (Project)

Monterey Project Title: MCWRA Subgrant to GSP Implementation Activities in the Monterey Subbasin (Project)

Salinas Project Description: The Work Plan includes GSP implementation activities for four (4) Salinas Valley subbasins: Eastside Aquifer, Forebay Aquifer, Upper Valley Aquifer, and Langley Area. These activities emphasize the integrated, valley-wide approach to groundwater sustainability adopted by SVBGSA. These activities build on and complement the existing 180/400-Foot Aquifer Subbasin existing Round 1 SGMA Implementation Grant, are coordinated with the Arroyo Seco GSA, and complement the Monterey Subbasin Round 2 SGMA Implementation Grant application that is being led by MCWD GSA. MCWRA will contribute to Work Plan Components:

Component 2: Data Expansion and SGMA Compliance

Component 3: Engagement of Interested Parties and URCs

Monterey Project Description: The Work Plan includes activities associated with implementation and outreach for the GSP for the Monterey Subbasin (Subbasin). The Project includes installation of monitoring wells, subbasin-wide data collection, and outreach and engagement for communities within the subbasin including underrepresented communities (URCs). MCWRA will contribute to Work Plan Component:

Component 2: Monterey Subbasin Data Expansion and SGMA Compliance

SALINAS COMPONENT 2: DATA EXPANSION AND SGMA COMPLIANCE

Component 2 collects, refines, and updates necessary data and assessment tools for 4 adjacent subbasins of the Salinas Valley: the Eastside Aquifer, Forebay Aquifer, Upper Valley Aquifer, and Langley Area Subbasins. It focuses on data expansion and SGMA compliance by filling data gaps, revising the hydrogeologic conceptual models, and updating the groundwater models. These tasks address anticipated DWR comments on the GSPs, complete the monitoring networks, and provide the foundational groundwater basin understanding that will be used to develop 5-year updates, complete with new data. The new data and refined modeling will increase the understanding of the subbasins and are critical for making decisions on projects and management actions to reach sustainability.

Category (b): Environmental / Engineering / Design

Task 1: Expansion of Groundwater Extraction Monitoring

Develop plan for expanding and enhancing the existing Groundwater Monitoring Program to increase reliability and efficiency of extraction data collection, and expand to include all areas of the Eastside, Forebay, Langley, and Upper Valley Subbasins. Design expansion of groundwater extraction monitoring in collaboration with the Monterey County Water Resources Agency (MCWRA). Leverage reports from similar analyses in other parts of the state to balance accuracy

and cost of implementation. Develop a summary report with recommendations. Initiate a well registration program to establish a relatively accurate count of all active wells in the 4 Subbasins. Collaborate with MCWRA and the County of Monterey Environmental Health Bureau to develop the initial data set of active wells.

Deliverables:

- Well Registration Program Report
- Groundwater Extraction Monitoring Expansion and Enhancement Report

MONTEREY COMPONENT 2: MONTEREY SUBBASIN DATA EXPANSION AND SGMA COMPLIANCE

Component 2 will construct a minimum of two (2) monitoring wells, address anticipated DWR comments on the GSPs, and provide the foundational groundwater basin understanding and model for the 5-year update. These data and modeling are also critical for making decisions on projects and management actions needed to reach sustainability.

Category (d): Monitoring / Assessment

Task 7: Expansion of Groundwater Extraction Monitoring

Develop plan for expanding and enhancing the existing Groundwater Monitoring Program to increase reliability and efficiency of extraction data collection, and expand to include all areas of the Monterey Subbasin. Design expansion of groundwater extraction monitoring in collaboration with the Monterey County Water Resources Agency (MCWRA). Leverage reports from similar analyses in other parts of the state to balance accuracy and cost of implementation. Develop a summary report with recommendations. Initiate a well registration program to establish a relatively accurate count of all active wells in the Monterey Subbasin. Collaborate with MCWRA and the County of Monterey Environmental Health Bureau to develop the initial data set of active wells.

Deliverables:

- Well Registration Program Report
- Groundwater Extraction Monitoring Expansion and Enhancement Report

SALINAS COMPONENT 3: ENGAGEMENT OF INTERESTED PARTIES AND URCs

Component 3 provides interested party outreach and engagement activities by the SVBGSA.

Category (e): Engagement / Outreach

Task 3: Water Quality Coordination Group, and Land Use Jurisdiction Coordination Program, and Other Coordination with Partner Agencies

Partner with local Agencies to jointly implement the 4 GSPs, the Water Quality Coordination Group, and Land Use Jurisdiction Coordination Program. Conduct coordination meetings with the following agencies over the contract period: MCWRA, Central Coast Regional Water Quality Control Board, Monterey County Environmental Health Bureau, Arroyo Seco Groundwater Sustainability Agency and other GSAs.

Coordination with the MCWRA will include the following topics (hours are estimated):

- CSIP Expansion Feasibility Study: Conduct feasibility study for distribution of supplemental supply in areas at risk of seawater intrusion outside of the current CSIP distribution area: MCWRA Engineering team advisor ~150 hours
- Brackish Groundwater Restoration Project Feasibility Study: MCWRA Engineering team advisor ~ 80 hours
- Reservoir Operation Modeling: MCWRA Operations advisor ~ 150 hours
- Castroville and Eastside Canals Alternatives Analysis: MCWRA Operations advisors ~ 300 hours
- MCWRA oversight of review of water right permits and licenses (included in hours above)

Exhibit B is amended as follows:

Exhibit B

BUDGET

Components	Grant Amount
Salinas Component 2: Data Expansion and SGMA Compliance	\$ 200,000
Monterey Component 2: Monterey Subbasin Data Expansion and SGMA Compliance	\$ 50,000
Salinas Component 3: Engagement of Interested Parties and URCs	\$ 150,000
Total:	\$400,000

Exhibit C is amended as follows:

**Exhibit C
Schedule**

Categories	Start Date ¹	End Date ¹
Salinas Component 2: Data Expansion and SGMA Compliance		
(b) Environmental / Engineering / Design	1/1/2023	2/28/2026
Monterey Component 2: Monterey Subbasin Data Expansion and SGMA Compliance		
(b) Environmental / Engineering / Design	12/1/2023	2/28/2026
Salinas Component 3: Engagement of Interested Parties and URCs		
(e) Education / Outreach	10/04/2022	03/31/2026

Exhibit D

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
SALINAS VALLEY BASIN GROUNDWATER MANAGEMENT AGENCY
AGREEMENT NUMBER 4600015881
SUBGRANT AGREEMENT PURSUANT TO STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES)
AGREEMENT NUMBER 4600015624
SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION
GRANT FOR THE MONTEREY SUBBASIN**

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY
AGREEMENT NUMBER 4600015881
SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION GRANT
AMENDMENT 1**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR" and the Salinas Valley Basin Groundwater Sustainability Agency, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

1. **PURPOSE.** The State shall provide funding from 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) to the Grantee to assist in financing the Salinas Valley GSP Implementation Grant (Project). By executing this Agreement, the Grantee certifies that the purpose of the Project is to implement SGMA as outlined in the Grantee's GSP or Alternative to a GSP. The provision of State funds pursuant to this Agreement shall not be construed or interpreted to mean that the Groundwater Sustainability Plan (GSP) or Alternative to GSP, or any components of the GSP, implemented in accordance with the Work Plan as set forth in Exhibit A will be: adopted by the applicable Groundwater Sustainability Agency (GSA); obtain the necessary desirable results of Sustainable Management Criteria; or, meet all of the evaluation and assessment criteria when submitted to DWR as required by the SGMA and implementing regulations.
2. **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on JANUARY 01, 2024, and ends three (3) years following the final payment unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by MARCH 31, 2026, and no funds may be requested after APRIL 15, 2026.
3. **GRANT AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed \$10,393,900. Any additional costs are the responsibility of the Grantee.
4. **BASIC CONDITIONS.** The State shall have no obligation to disburse money for the Project under this Grant Agreement until the Grantee has satisfied the following conditions:
 - A. The Grantee must demonstrate compliance with all eligibility criteria set forth on Pages 7 through 13 of the *SGM Grant Program 2021 Guidelines, amended April 2023 (2021 Guidelines)*.
 - B. For the term of this Grant Agreement, the Grantee submits Quarterly Progress Reports, associated quarterly invoices, and all invoice backup documentation no later than sixty (60) days following the end of the calendar quarter (e.g. submitted by May 30th, August 29th, November 29th, and February 28th) and all other deliverables as required by Paragraph 11, "Submission of Reports" and Exhibit A, "Work Plan".
 - C. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State:
 - i. Final plans and specifications certified by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A, "Work Plan" of this Grant Agreement.
 - ii. Work that is subject to the California Environmental Quality Act (CEQA) process and/or environmental permitting shall not proceed under this Grant Agreement until the following actions are performed:
 - a. The Grantee submits to the State all applicable environmental permits as indicated on the Environmental Information Form (EIF) to the State,
 - b. Documents that satisfy the CEQA process are received by the State,
 - c. The State has completed its CEQA compliance review as a Responsible Agency, and

- d. The Grantee receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. The Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.

iii. A monitoring plan as required by Paragraph 13, "Project Monitoring Plan Requirements."

5. DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
6. ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget." Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after OCTOBER 4, 2022, shall be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to the following items:

- A. Costs for preparing and filing a grant application and/or spending plan.
- B. Costs associated with the formation of a GSA(s) or other board formation that is responsible for implementing SGMA.
- C. Operation and maintenance costs, including post construction performance and monitoring costs.
- D. Purchase of equipment not an integral part of a project.
- E. Establishing a reserve fund.
- F. Purchase of water supplies.
- G. Replacement of existing funding sources.
- H. Travel and per diem costs, except for mileage.
- I. Support of existing agency requirements and mandates.
- J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
- K. Meals, food items, or refreshments.
- L. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.

M. Overhead and indirect costs: "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

7. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 4, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee via US mail or Express mail delivery of a "wet signature" invoice or an electronic invoice certified and transmitted via DocuSign for costs incurred and timely Quarterly Progress Reports as required by Paragraph 11, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Invoices must accompany a Quarterly Progress Report and shall be submitted within no later than sixty (60) days following the end of the calendar quarter (e.g. submitted by May 30th, August 29th, November 29th, and February 28th). The State will notify the Grantee, in a timely manner, whenever, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice. If backup documentation provided is outside of the period identified in the particular invoice, the Grantee must provide justification within the associated Quarterly Progress Report and note the discrepancy on the Invoice Submittal Summary Sheet.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
 - i. Invoices must contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
 - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount."

Original signature and date (in ink) of the Grantee's Project Representative. Submit the original "wet signature" copy of the invoice form to the following address: Maria Jochimsen at P.O. Box 942836, Sacramento, CA 94236-0001 or an electronic signature certified and transmitted via DocuSign from authorized representative to Maria.Jochimsen@water.ca.gov.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any

invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs/cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

8. WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 9, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 9. If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.
9. DEFAULT PROVISIONS. The Grantee will be in default under this Grant Agreement if any of the following occur:
- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
- i. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
 - ii. Failure to operate or maintain the Project in accordance with this Grant Agreement.
 - iii. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
 - iv. Failure to submit quarterly progress reports pursuant to Paragraph 4.
 - v. Failure to routinely invoice the State pursuant to Paragraph 7.
 - vi. Failure to meet any of the requirements set forth in Paragraph 10, "Continuing Eligibility."
 - vii. A determination pursuant to Government Code section 11137 that the Grantee has violated any of the following: Government Code sections 11135 or 12960 et seq.; Civil Code sections 51-54.2, inclusive; or any regulations adopted to implement these sections.
- B. Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:
- i. Declare the funding be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of default.
 - ii. Terminate any obligation to make future payments to the Grantee.
 - iii. Terminate the Grant Agreement.

- iv. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

10. CONTINUING ELIGIBILITY. The Grantee must meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2021 Guidelines, amended April 2023, to remain eligible to receive State funds:
 - A. The Grantee must continue to demonstrate eligibility and the groundwater basin must continue to be an eligible basin as outlined in the 2021 Guidelines, amended April 2023, and 2021 PSP.
 - B. Grantee must adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406) for data sharing, transparency, documentation, and quality control.
 - C. If the Grantee diverting surface water, the Grantee must maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et seq.
 - D. If applicable, maintain compliance with the Urban Water Management Planning Act (Wat. Code, § 10610 et seq.).
 - E. If applicable, maintain compliance with Sustainable Water Use and Demand Reduction requirements outlined in Water Code Section 10608, et seq.
 - F. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
11. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Grant Manager, and shall be submitted via DWR's "Grant Review and Tracking System" (GRanTS), or an equivalent online submittal tool. If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such project.
 - A. Quarterly Progress Reports: The Grantee shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be uploaded via GRanTS, or an equivalent online submittal tool, and the State's Grant Manager notified of upload. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, the Grantees activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Quarterly Progress Report should be submitted to the State no later than APRIL 30, 2024 with future reports then due on successive three-month increments based on the invoicing schedule and this date. The DWR Grant Manager will provide a Quarterly Progress Report template that shall be used for the duration of the Agreement.

- B. Groundwater Sustainability Plan or Alternative: The Grantee shall ensure that any updates to the GSP or Alternative shall be formatted, drafted, prepared, and completed as required by the GSP Regulations, and in accordance with any other regulations or requirements that are stipulated through SGMA.
- C. Component Completion Report(s): The Grantee shall prepare and submit to the State a separate Component Completion Report for each component included in Exhibit A, "Work Plan". The Grantee shall submit a Component Completion Report within 90 calendar days of component completion or 90 calendar days before the work completion date listed on Page 1, Paragraph 2, whichever is soonest. Each Component Completion Report shall include, in part, a description of actual work done, any changes or amendments to each component, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Component Completion Report shall also include, if applicable, certification of final component by a California Registered Civil Engineer (or equivalent registered professional as appropriate), consistent with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer". A DWR "Certification of Project Completion" form will be provided by the State.
- D. Grant Completion Report: Upon completion of the Project included in Exhibit A, "Work Plan" the Grantee shall submit to the State a Grant Completion Report. The draft Grant Completion Report shall be submitted to the DWR Grant Manager for comment and review 90 days before the work completion date outlined on Page 1, Paragraph 2. The final Grant Completion Report shall address the DWR Grant Manager's comments prior to the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements". Retention for the project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted and approved by the State.
- E. Post Performance Reports: the Grantee shall submit Post Performance Reports. Post Performance Reports shall be submitted to the State within 90 calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the completed project begins operation.
- F. Deliverable Due Date Schedule: The Grantee shall submit a Deliverable Due Date Schedule within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the Deliverable Due Date Schedule has been received by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager and the revised schedule saved in the appropriate project files.
- G. Environmental Information Form (EIF): Prepare and submit the EIF within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the EIF has been received by the DWR Grant Manager.
12. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of the Grantee to ensure operation and maintenance of the projects in accordance with

this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 9, "Default Provisions."

13. PROJECT MONITORING PLAN REQUIREMENTS. As required in Exhibit A, "Work Plan", a Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post Performance Monitoring Report requirements as defined and listed in Exhibit J, "Monitoring and Maintenance Plan Components". The SGM Grant Program has developed post construction monitoring methodologies that shall be used for the Post Performance Reporting.
14. NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 - B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
 - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
 - D. The initiation of any litigation or the threat of litigation against the Grantee regarding the Project or that may affect the Project in any way.
 - E. For implementation/construction Projects, final inspection of the completed work on a project by a Registered Civil Engineer, in accordance with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer." The Grantee shall notify the State's Grant Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
15. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.
 - B. By certified U.S. mail, return receipt requested, postage prepaid.
 - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 - D. By electronic means.
 - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

16. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

17. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources
Arthur Hinojosa
Manager, Division of Regional Assistance
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 902-6713
Email: Arthur.Hinojosa@water.ca.gov

Salinas Valley Basin GSA
Piret Harmon
General Manager
PO Box 1350
Carmel Valley, CA 93924
Phone: (831) 471-7512
Email: harmonp@svbgsa.org

Direct all inquiries to the Grant Manager:

Department of Water Resources
Maria Jochimsen
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 326-9025
Email: maria.jochimsen@water.ca.gov

Salinas Valley Basin GSA
Emily Gardner
Deputy General Manager
PO Box 1350
Carmel Valley, CA 93924
Phone: (831) 471-7512 Ext: 204
Email: gardnere@svbgsa.org

Either party may change its Grant Manager, Project Representative, or Project Manager upon written notice to the other party.

18. STANDARD PROVISIONS AND INTEGRATION. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

- Exhibit A– Work Plan
- Exhibit B– Budget
- Exhibit C– Schedule
- Exhibit D– Standard Conditions
- Exhibit E– Authorizing Resolution Accepting Funds
- Exhibit F– Report Formats and Requirements
- Exhibit G– Requirements for Data Submittal
- Exhibit H– State Audit Document Requirements
- Exhibit I– Project Location
- Exhibit J– Monitoring and Maintenance Plan Components
- Exhibit K– Appraisal Specifications
- Exhibit L– Information Needed for Escrow Process and Closure
- Exhibit M– Invoice Guidance for Administrative and Overhead Charges

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

SALINAS VALLEY BASIN GSA

Arthur Hinojosa
Manager, Division of Regional Assistance

Piret Harmon
General Manager

Date_____

Date_____

Approved as to Legal Form and Sufficiency

_____ for
Robin Brewer
Assistant General Counsel,
Office of the General Counsel

Date_____

Exhibit A

WORK PLAN

Project Title: Salinas Valley GSP Implementation Grant (Project)

Project Description: The Work Plan includes GSP implementation activities for 4 Salinas Valley subbasins: Eastside Aquifer, Forebay Aquifer, Upper Valley Aquifer, and Langley Area. These activities emphasize the integrated, valley-wide approach to groundwater sustainability adopted by SVBGSA. These activities build on and complement the existing 180/400-Foot Aquifer Subbasin existing Round 1 SGMA Implementation Grant, are coordinated with the Arroyo Seco GSA, and complement the Monterey Subbasin Round 2 SGMA Implementation Grant application that is being led by Marina Coast Water District GSA. The Work Plan includes six Components:

- Component 1: Grant Agreement Administration
- Component 2: Data Expansion and SGMA Compliance
- Component 3: Engagement of Interested Parties and URCs
- Component 4: Groundwater Recharge Feasibility
- Component 5: Demand Management
- Component 6: Alternative Supply Feasibility and CEQA Initial Study

COMPONENT 1: GRANT ADMINISTRATION

Category (a): Grant Agreement Administration

Prepare reports detailing work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement. Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports and should be submitted to the DWR Grant Manager for review to receive reimbursement of Eligible Project Costs. Collect and organize backup documentation by component, budget category, and task and prepare a summary Excel document detailing contents of the backup documentation organized by component, budget category, and task.

Prepare and submit the Environmental Information Form (EIF) within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the EIF has been received by the DWR Grant Manager. Submit a deliverable due date schedule within 30 days of the execution date of the Grant Agreement to be reviewed and approved by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager and the revised schedule saved in the appropriate project files.

Prepare the Draft Grant Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the work completion date. DWR's Grant Manager will review the Draft Grant Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Grant Completion Report addressing the DWR Grant Manager's comments prior to the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Grant Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Execute the Component work plan and tasks, including subgrantee and consultant project and task management. Track work plan progress and hold coordination meetings regarding the performance of work to complete grant components and deliverables. Prepare solicitations for consultant work plan support and provide oversight of tasks and related component implementation.

Deliverables:

- EIF
- Deliverable due date schedule
- Quarterly Progress Reports, Quarterly Invoices, and all required backup documentation
- Draft and Final Grant Completion Reports

COMPONENT 2: DATA EXPANSION AND SGMA COMPLIANCE

Component 2 collects, refines, and updates necessary data and assessment tools for 4 adjacent subbasins of the Salinas Valley: the Eastside Aquifer, Forebay Aquifer, Upper Valley Aquifer, and Langley Area Subbasins. It focuses on data expansion and SGMA compliance by filling data gaps, revising the hydrogeologic conceptual models, and updating the groundwater models. These tasks address anticipated DWR comments on the GSPs, complete the monitoring networks, and provide the foundational groundwater basin understanding that will be used to develop 5-year updates, complete with new data. The new data and refined modeling will increase the understanding of the subbasins and are critical for making decisions on projects and management actions to reach sustainability.

Category (a): Component Administration

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 2 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Execute the Component work plan and tasks, including subgrantee and consultant project and task management. Track work plan progress and hold coordination meetings regarding the performance of work to complete grant components and deliverables. Prepare solicitations for consultant work plan support and provide oversight of tasks and related component implementation.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / DesignTask 1: Expansion of Groundwater Extraction Monitoring

Develop plan for expanding and enhancing the existing Groundwater Extraction Management System (GEMS) to increase reliability and efficiency of extraction data collection, and expand to include all areas of the Eastside, Forebay, Langley, and Upper Valley Subbasins. Design GEMS expansion in collaboration with the Monterey County Water Resources Agency (MCWRA). Leverage reports from similar analyses in other parts of the state to balance accuracy and cost of implementation. Develop a summary report with recommendations.

Initiate a well registration program to establish a relatively accurate count of all active wells in the 4 Subbasins. Collaborate with MCWRA and the County Environmental Health Bureau to develop the initial data set of active wells.

Deliverables:

- Well Registration Program Report
- GEMS Expansion and Enhancement Feasibility Report

Task 2: Monitoring Well Location Identification, Planning, and Landowner Access Agreement

Identify or plan and design a minimum of 18 monitoring wells in the 4 Subbasins - 11 to fill groundwater level data gaps, 3 to fill interconnected surface water data gaps, and 4 to monitor conditions near GDEs. Review existing well locations, land uses, and hydrogeologic conceptual models to identify exact locations for monitoring wells. Add existing wells to monitoring network. Plan and design new wells. Acquire site access and landowner agreements. Obtain any and all access agreements pursuant to this Agreement. Obtain all necessary permits required for well installation, including CEQA documentation, if required. Develop technical specifications for each new monitoring well that details the project components, requirements, logistics, and performance metrics.

Construction may not begin and no costs for Category (c) may be incurred until an exemption from CEQA is granted, or the State has reviewed the CEQA document(s), completed its CEQA responsible agency obligations and given its environmental clearance in accordance with Paragraphs 4 and D.8 of this Agreement. Any costs incurred for Category (c) prior to an exemption from CEQA is granted, or DWR gives its environmental clearance shall not be reimbursed and any such amounts shall be deducted from the total Grant Amount in Paragraph 3.

Deliverables:

- Landowner access agreement(s)
- Map(s) of approved locations for monitoring wells
- 100% well design, plans, and specifications
- Required environmental documentation for CEQA compliance
- Copies of required permits, if applicable

Category (c): Implementation / Construction

Task 3: Groundwater Level and Interconnected Surface Water Monitoring Well Installation

Complete installation of the monitoring wells sited and designed in Task 2. Incorporate the specifications developed in Task 2 to secure a contractor and award the contract. Provide hydrogeologist field oversight during well installation including pre-, during-, and post-construction activities; and develop detailed field notes on all activities, safety, changes, and progress. Prepare any change orders and provide summaries in associated quarterly Progress Reports. Record drawings of each well and submit to the DWR Grant Manager.

Deliverables:

- Well completion report(s) and detailed geologic logs
- Bid document(s) and awarded drilling and hydrogeological services contracts, if applicable
- Notice of Award and Notice to Proceed, if applicable
- Photo documentation included within the quarterly Progress Report

Category (d): Monitoring / Assessment

Task 4: Aquifer Properties Tests

Select potential wells for aquifer testing in each of the 4 subbasins, for a total of 12 wells, considering factors such as well design, well condition, and water disposal options. Identify nearby wells for monitoring, negotiate with landowners for well access, and obtain necessary permits. Test each well for a minimum of 8 hours, followed by a 4-hour monitored recovery period. Analyze both drawdown and recovery tests to determine aquifer properties and spatially varying aquifer properties. Draft a technical memorandum of all test data and results, including photos and analyses.

Deliverables:

- Aquifer Properties Tests Technical Memorandum

Task 5: Incorporate New Data into Hydrogeologic Conceptual Models (HCMs) for 4 Subbasins

Compile all new data generated since original GSPs were written, including Aerial Electromagnetic (AEM) surveys, aquifer tests, new Well Completion Reports, and any newly provided data from stakeholders. Use new data to enhance HCMs for individual subbasins and the Valley as a whole. Compare new data to existing data and estimate data accuracy and worth using a scientifically sound framework that includes overall geologic history and current groundwater conditions. Refine HCMs by comparing resistivities from AEM surveys to borehole geophysical logs, high quality well-completion reports, existing geologic interpretations (such as cross-sections), and known geology.

Deliverables:

- Refined and enhanced HCM Chapters for inclusion in 4 Subbasins' GSP 5-year Periodic Evaluations
- Valley-wide Hydrogeologic Conceptual Model

Task 6: Modeling for 5-Year Updates: Review Completed Model, Update, and Reevaluate Climate Assumptions

Review, refine and update the final Salinas Valley Integrated Hydrologic Model (SVIHM) to enhance its usability for SGMA needs. Review climate change scenarios and incorporate into Salinas Valley Operational Model (SVOM). Assess and improve calibration data set. Update system conceptualization, including adapting layering according to data from DWR and SVBGSA's airborne electromagnetic (AEM) surveys, and results from the Deep Aquifers Study. Interrogate and potentially revise simulated crop information. Refine pumping distribution to enhance usability for demand management. Refine connection between the 180/400-Foot Aquifer Subbasin and Eastside Subbasin. Develop tools to enhance water budget capabilities.

Deliverables:

- Technical Memorandum summarizing model review
- Technical Memorandum of climate change scenario options and recommendations
- Report summarizing model updates

Task 7: Establishment of GDE Monitoring

Establish Groundwater Dependent Ecosystem (GDEs) monitoring protocols. Extend methodology developed by Central Coast Wetlands Group (CCWG) using state wetland monitoring protocols (RipRam or California Rapid Assessment Method). Use existing wells and additional shallow monitoring wells installed under Tasks 2 and 3 to monitor the relationships between groundwater levels and GDEs.

Deliverables:

- GDE Mapping and Identification Memorandum Update
- GDE monitoring protocol

Category (e): Engagement / Outreach

Not applicable to this Component

COMPONENT 3: ENGAGEMENT OF INTERESTED PARTIES AND URCs

Component 3 provides interested party outreach and engagement activities by the SVBGSA. Component 3 will provide additional interested party outreach and engagement to DACs, SDACs, and Underrepresented Communities in the Eastside, Forebay, Langley, and Upper Valley Subbasins with the intent to keep these communities engaged in GSP implementation, including regularly scheduled SVBGSA Advisory Committee meetings (bi-monthly); Board of Directors meetings (quarterly); the Eastside, Forebay, Langley, and Upper Valley Subbasin Implementation Committees (16 meetings per year), and technical advisory committee meetings (bi-monthly). There will also be project specific meetings for interested parties. To increase outreach and assist domestic well owners with water reliability, Component 3 also includes support for the State Dry Well Notification System and workshops on residential projects such as rain barrels and rain gardens.

Category (a): Component Administration

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 3 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Execute the Component work plan and tasks, including subgrantee and consultant project and task management. Track work plan progress and hold coordination meetings regarding the performance of work to complete grant components and deliverables. Prepare solicitations for consultant work plan support and provide oversight of tasks and related component implementation.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design

Not applicable to this Component

Category (c): Implementation / Construction

Not applicable to this Component

Category (d): Monitoring / Assessment

Not applicable to this Component

Category (e): Engagement / Outreach**Task 1: SVBGSA Interested Party Engagement Materials**

Provide interested parties opportunities to be informed and engaged in GSP implementation which includes scientific communication and groundwater model educational programs in addition to the development of outreach materials. Produce accessible communications products including web page information, outreach materials, public presentations, and hosting of public workshops. Develop informational materials for outreach booths at community events and develop storyboards for the website. Engagement and outreach materials will be used with the following committees and communities annually over the contract period: SVBGSA Board of Directors, SVBGSA Advisory Committee, Subbasin Implementation Committees, Groundwater Technical Advisory Committee Meetings, and Public Workshops, and community events.

Deliverables:

- Photo of Updated Web Home Page
- Copies of updated Mailchimp newsletters
- Copies of groundwater outreach materials

Task 2: Outreach to Underrepresented Communities and Domestic Well Owners

Prioritize implementation of the SVBGSA Underrepresented Communities Engagement Strategy. Work with an Outreach Coordinator to provide additional information to underrepresented communities and domestic well owners to engage them in GSP implementation, before and during public meetings. Conduct simultaneous translation of workshops and translation of written materials. Work with domestic well owners to connect them to resources and information for water reliability, including the Dry Well Notification System, well registration, and conservation opportunities and supplies including flowmeters, transducers and data management systems.

Deliverables:

- Update to the SVBGSA Underrepresented Communities engagement strategy
- Translated materials available on SVBGSA website
- Copies of outreach materials for domestic well owners

Task 3: Water Quality Coordination Group, and Land Use Jurisdiction Coordination Program, and Other Coordination with Partner Agencies

Partner with local Agencies to jointly implement the 4 GSPs, the Water Quality Coordination Group, and Land Use Jurisdiction Coordination Program. Conduct coordination meetings with the following agencies over the contract period: Monterey County Water Resources Agency, Monterey County, Central Coast Regional Water Quality Control Board, Monterey County Environmental Health Bureau, Arroyo Seco Groundwater Sustainability Agency, and other GSAs.

Deliverables:

- Land Use Jurisdiction Coordination Program Update Report
- Water Quality Coordination Update Report

Task 4: Investigate Water Quality in the Arroyo Seco Cone Management Area

Investigate rural residential water quality in the Arroyo Seco Cone Management Area by developing information for rural residents about common groundwater quality issues and options for obtaining safe and aesthetic potable water in homes.

Deliverables:

- Report: Rural residential water quality in Arroyo Seco Cone Management Area

Task 5: Project Specific Meetings for Interested Parties

Conduct project specific meetings for interested parties to learn about project concepts and provide input. Conduct additional outreach and obtain involvement from interested parties for the following projects: inter-subbasin impacts of demand management, groundwater recharge feasibility, and alternative supply feasibility.

Coordinate meetings of the Subbasin Implementation Committees, Advisory Committee, Board of Directors and community groups to discuss the following specific projects and actions over the contract period: demand management measures (4 presentations), groundwater recharge feasibility (flow availability analysis, Somavia Road recharge, reservoir operations) (4 presentations), , and alternative supply feasibility including Seawater Intrusion Extraction Barrier and Regional Water Supply Phase 1a and CSIP Expansion (4 presentations).

Deliverables:

- Interested party outreach meeting materials

Task 6: Sustainability Strategy Report

Summarize and coordinate updated information on projects and management actions resulting from this grant and other concurrent work. Refine estimates of project costs in relation to benefits and potential beneficiaries.

Deliverables:

- Sustainability Strategy Report Project and Management Actions Feasibility and Costs Update Report

COMPONENT 4: GROUNDWATER RECHARGE FEASIBILITY

Component 4 will undertake high-level feasibility studies on groundwater recharge projects in the Eastside, Forebay, and Upper Valley, in accordance with subbasin-specific appropriate projects, as outlined in each respective GSP. In the Eastside, an updated Water Availability Analysis for the 11043 Diversion will help to determine the viability of the 11043 Diversion project and Salinas River Recharge Study at Somavia Road. The Forebay and Upper Valley Subbasin GSPs include a Reservoir Reoperation Feasibility Study.

Category (a): Component Administration

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 4 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Execute the Component work plan and tasks, including subgrantee and consultant project and task management. Track work plan progress and hold coordination meetings regarding the performance of work to complete grant components and deliverables. Prepare solicitations for consultant work plan support and provide oversight of tasks and related component implementation.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design

Task 1: Reservoir Reoperation Feasibility Study

Design and model reservoir reoperation scenarios for enhanced groundwater recharge and/or diverting water for use in lieu of groundwater. Develop reservoir reoperation scenarios in collaboration with MCWRA and evaluate the modeled scenarios for groundwater benefits and to better assess stream depletion. Build on MCWRA work to develop a Habitat Conservation Plan, which may include legal analysis needed to determine viability of scenarios under existing flow prescriptions.

Deliverables:

- Technical memorandum summarizing reservoir reoperation scenario design, method of analysis, and impact on groundwater conditions

Task 2: Salinas River Recharge Study at Somavia Road

Conduct higher level feasibility for Reservoir Reoperation, the Eastside Irrigation Supply Project, and Castroville Seawater Intrusion Project (CSIP) Expansion by conducting field studies to assess Salinas River recharge around Somavia Road, an area of high recharge. Complete field studies to estimate recharge rates using temporary stream gauges and temperature probes to address uncertainty that complicates reservoir operations. Assess river recharge rates in terms of: (1) optimizing reservoir operations in terms of releasing water for CSIP, (2) evaluating potential source water for CSIP expansion, and (3) establishing project feasibility and a conceptual project size for the Eastside Irrigation Supply Project, since the size of the project is highly dependent on the Salinas River recharge rates in that specific area.

Deliverables:

- Report on Salinas River recharge rates and locations near Somavia Road

Task 3: 11043 Diversion Updated Water Availability Analysis

Complete updated water availability analysis for the 11043 Diversion projects in the Eastside Subbasin GSP, leveraging DWR's streamlined Water Availability Analysis approach if possible. Develop water availability analysis based on historical streamflow and reservoir release data. Review and select at least 2 climate change scenarios. Complete future water availability analysis for the 11043 Diversion project with the 2 diversion points in the permit (Soledad and Chualar) based on selected climate change scenarios which may include modeling and/or legal analysis to assess streamflow available at diversion points. Undertake analysis in coordination with MCWRA.

Deliverables:

- 11043 Diversion Updated Water Availability Analysis

Category (c): Implementation / Construction

Not applicable to this Component

Category (d): Monitoring / Assessment

Not applicable to this Component

Category (e): Engagement / Outreach

Not applicable to this Component

COMPONENT 5: DEMAND MANAGEMENT

Demand management measures are identified in all 4 GSPs as potential management actions that could be undertaken to reach or maintain sustainability. Demand management measures are important components of Salinas Valley GSPs to avoid sole reliance on supply side management actions and projects. Component 5 refines the conceptual descriptions and plans for demand management appropriate to each subbasin, since the need for, and design of demand management measures varies by subbasin. The overdrafted Eastside and Langley Subbasin GSPs include Pumping Allocations and Controls, Following, Follow Bank, and Agricultural Land Retirement actions. The non-overdrafted Forebay and Upper Valley Subbasin GSPs call for the establishment of Sustainable Management Criteria (SMC) Technical Advisory Committees (SMC TACs) to annually review groundwater conditions and assess whether they warrant action, such as demand management. Each subbasin's demand management measures will require common agreements about

extraction data, stakeholder involvement, potential and specific actions, goals, monitoring methods, and contingency plans for drought or other conditions. This Component conducts the planning and design of demand management measures appropriate for each subbasin, including legal analyses, modeling of options, and facilitating discussions on the structure, options, and expected results. Demand management measures will be designed on the subbasin level, led by subbasin implementation committees. To ensure alignment between subbasin-specific demand management measures and prevention of harm to adjacent subbasins, Task 3 supports modeling and assessment of inter-subbasin impacts of demand management.

Category (a): Component Administration

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 5 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Execute the Component work plan and tasks, including subgrantee and consultant project and task management. Track work plan progress and hold coordination meetings regarding the performance of work to complete grant components and deliverables. Prepare solicitations for consultant work plan support and provide oversight of tasks and related component implementation.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design

Task 1: Plan for Demand Management in Overdrafted Subbasins

Initiate a facilitated demand management dialogue in the overdrafted Eastside and Langley Subbasins, which may include flexibility options such as rotational fallowing and coordinating with land repurposing efforts. Conduct facilitated discussions on demand management measures, options, and expected results. Conduct legal analyses of water rights in the context of demand management. Identify potential options for reducing demand using existing models.

Deliverables:

- Copy of meeting outcomes
- Summary of demand management options in each subbasin

Task 2: Establish SMC Technical Advisory Committees in Non-overdrafted Subbasins

Establish and convene the SMC TAC in the non-overdrafted Forebay and Upper Valley Subbasins. Review current conditions in Annual reports, assess when conditions warrant additional action, and make recommendations to the Subbasin Committees on management actions and projects such as recharge or demand management; to be conducted by the SMC TAC.

Deliverables:

- Documentation of SMC TAC establishment
- Summary of SMC TAC review of Annual Reports for WY2023 and WY2024

Task 3: Inter-subbasin Impacts of Demand Management

Assess inter-subbasin impacts of subbasin-specific demand management and demand management in areas that cross subbasins. Model the impacts of potential demand management actions on groundwater conditions in adjacent subbasins. Determine if there is need for 2 adjacent subbasins to both implement demand management measures, and if a need is determined, assess the joint interaction of impacts to groundwater conditions.

Deliverables:

- Technical Memorandum on Inter-subbasin Impacts of Demand Management Actions Under Consideration

Category (c): Implementation / Construction

Not applicable to this Component

Category (d): Monitoring / Assessment

Not applicable to this Component

Category (e): Engagement / Outreach

Not applicable to this Component

COMPONENT 6: ALTERNATE SUPPLY FEASIBILITY AND CEQA INITIAL STUDY

Component 6 assesses the feasibility of expanding the regional benefits of a Seawater Intrusion Extraction Barrier/Regional Water Supply Project, which consists of a seawater extraction barrier, desalting treatment facility, and distribution system for treated water. This project could have extensive regional benefits, and project success relies on coordinating efforts of many beneficiaries and funds from multiple grant applications. The seawater extraction barrier would help stop advancement of seawater intrusion in the 180/400-Foot Aquifer Subbasin and Monterey Subbasins and reduces the risk of seawater intrusion into the Eastside and Langley Subbasins. In lieu water supplies could help reduce extraction in the Eastside, Langley and Monterey Subbasins with the delivery of treated water. Component 6 builds on the Phase I feasibility study being completed with the Round 1 SGMA Implementation Grant for the 180/400-Foot Aquifer Subbasin. This Component completes Phase I through further potential end-user outreach, conducting 10% design on the distribution system for desalted water and preparing an Initial Study to start the CEQA process. In addition, to bring additional water supplies to the Eastside, Langley and Monterey Subbasins, Component 6 includes a high-level feasibility study of expanding the Castroville Seawater Intrusion Project (CSIP) which delivers a blend of recycled, river, and groundwater for irrigation. Expanding CSIP would provide an alternative supply of irrigation water to reduce reliance on groundwater.

Category (a): Component Administration

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 6 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments

within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Execute the Component work plan and tasks, including subgrantee and consultant project and task management. Track work plan progress and hold coordination meetings regarding the performance of work to complete grant components and deliverables. Prepare solicitations for consultant work plan support and provide oversight of tasks and related component implementation.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design

Task 1. Seawater Intrusion Extraction Barrier and Regional Water Supply Project Feasibility Phase I.a: Treated Water Distribution and CEQA Initial Study

Assess the feasibility of expanding regional benefits of the proposed desalting plant. Build on feasibility work completed under the Round 1 SGMA Implementation Grant underway in the 180/400-Foot Aquifer Subbasin, and in coordination with the seawater intrusion control feasibility work in the Monterey Subbasin Round 2 grant. Identify and conduct further outreach to potential end users for desalted water in the Eastside, Langley and Monterey Subbasins. Complete conceptual scoping of the 10% design of a distribution system to deliver desalted water to be used in lieu of groundwater extraction. Identify alternatives for pipeline alignments, high level archeology review, and high-level sensitive species and habitat review. Compare options for distribution network. Update costs associated with 3 options. Conduct a CEQA Initial Study to initiate the environmental review process and any additional studies that would be required in an Environmental Impact Report in order to advance the Seawater Intrusion Project Feasibility Studies.

Deliverables:

- 10% engineering design for distribution network for desalted water
- CEQA Initial Study

Task 2. High Level Feasibility Study for CSIP Expansion

Develop and compare options for CSIP expansion. Conduct hydraulic modeling and assessment of potential expansion options if there was additional supply. Assess expansion configurations and extents based on land use, anticipated groundwater impacts of expansion, system constraints, and source water options. Undertake legal studies and develop annexation policies critical for expanding CSIP. Analyze options for expansion into contiguous and non-contiguous lands. Develop annexation policy for contiguous versus non-contiguous access lands and rights-of-way.

Deliverables:

- Feasibility Study for CSIP Expansion
- Annexation policy for contiguous versus non-contiguous access lands and rights-of-way

Category (c): Implementation / Construction

Not applicable to this Component

Category (d): Monitoring / Assessment

Not applicable to this Component

Category (e): Engagement / Outreach

Not applicable to this Component

Exhibit B
BUDGET

Grant Title: Salinas Valley GSP Implementation Grant
Grantee: Salinas Valley Basin GSA

Components	Grant Amount
Component 1: Grant Administration	\$270,000
Component 2: Data Expansion and SGMA Compliance	\$5,852,000
Component 3: Engagement of Interested Parties and URCs	\$1,833,100
Component 4 : Groundwater Recharge Feasibility	\$935,000
Component 5: Demand Management	\$623,800
Component 6: Alternative Supply Feasibility and CEQA	\$880,000
Total:	\$10,393,900

Component 1: Grant Administration

Component serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Grant Agreement Administration	\$270,000
Total:	\$270,000

Component 2: Data Expansion and SGMA Compliance

Component 2 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$532,000
(b) Environmental / Engineering / Design	\$320,000
(c) Implementation / Construction	\$3,350,000
(d) Monitoring / Assessment	\$1,650,000
(e) Engagement / Outreach	\$0
Total:	\$5,852,000

Component 3: Engagement of Interested Parties and URCs

Component 3 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$166,646
(b) Environmental / Engineering / Design	\$0
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$1,666,454
Total:	\$1,833,100

Component 4: Groundwater Recharge Feasibility

Component 4 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$ 85,000
(b) Environmental / Engineering / Design	\$ 850,000
(c) Implementation / Construction	\$ 0
(d) Monitoring / Assessment	\$ 0
(e) Engagement / Outreach	\$ 0
Total:	\$ 935,000

Component 5: Demand Management

Component 5 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$ 56,709
(b) Environmental / Engineering / Design	\$ 567,091
(c) Implementation / Construction	\$ 0
(d) Monitoring / Assessment	\$ 0
(e) Engagement / Outreach	\$ 0
Total:	\$ 623,800

Component 6: Alternative Supply Feasibility and CEQA Initial Study

Component 6 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$ 80,000
(b) Environmental / Engineering / Design	\$ 800,000
(c) Implementation / Construction	\$ 0
(d) Monitoring / Assessment	\$ 0
(e) Engagement / Outreach	\$ 0
Total:	\$ 880,000.00

Exhibit C
SCHEDULE

Grant Title: Salinas Valley GSP Implementation Grant

Categories	Start Date¹	End Date¹
Component 1: Grant Administration	January 1, 2024	April 15, 2026
(a) Grant Agreement Administration	01/01/2024	04/15/2026
Component 2: Data Expansion and SGMA Compliance	January 1, 2024	March 31, 2026
(a) Component Administration	01/01/2023	03/31/2026
(b) Environmental / Engineering / Design	01/01/2023	07/30/2025
(c) Implementation / Construction	12/01/2023	12/30/2025
(d) Monitoring / Assessment	12/01/2023	03/31/2026
(e) Education / Outreach	N/A	N/A
Component 3: Engagement of Interested Parties and URCs	October 5, 2022	March 31, 2026
(a) Component Administration	10/05/2022	03/31/2026
(b) Environmental / Engineering / Design	N/A	N/A
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	N/A	N/A
(e) Education / Outreach	10/04/2022	03/31/2026
Component 4: Groundwater Recharge Feasibility	July 1, 2023	February 28, 2026
(a) Component Administration	07/01/2023	02/28/2026
(b) Environmental / Engineering / Design	07/01/2023	02/28/2026
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	N/A	N/A
(e) Education / Outreach	N/A	N/A
Component 5: Demand Management	January 1, 2024	February 28, 2026
(a) Component Administration	01/01/2023	02/28/2026
(b) Environmental / Engineering / Design	01/01/2023	02/28/2026
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	N/A	N/A
(e) Education / Outreach	N/A	N/A

Categories	Start Date ¹	End Date ¹
Component 6: Alternative Supply Feasibility and CEQA Initial Study	January 1, 2024	February 28, 2026
(a) Component Administration	01/01/2024	02/28/2026
(b) Environmental / Engineering / Design	01/01/2024	02/28/2026
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	N/A	N/A
(e) Education / Outreach	N/A	N/A

NOTES:

¹Exhibit C Schedule only dictates the work start date and the work end date for the Budget Category listed. The Grantee must adhere to the Deliverable Due Date Schedule that has been approved by the DWR Grant Manager. The dates listed in Exhibit C Schedule are date ranges that correlates to the Deliverable Due Date Schedule. Eligible costs for each line item will only be approved if the work completed falls within the date ranges listed in Exhibit C.

Exhibit D**STANDARD CONDITIONS****D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**

- A. **Separate Accounting of Funding Disbursements:** the Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. The Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. The Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. The Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the State at any and all reasonable times.
- B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- C. **Remittance of Unexpended Funds:** The Grantee shall remit to the State any unexpended funds that were disbursed to the Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from the State to the Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: The Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from The California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

D.3. AMENDMENT: This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." The State shall have no obligation to agree to an amendment.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Grant Agreement, the Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. AUDITS: The State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by the State. After completion of the Project, the State may require the Grantee to conduct a final audit to the State's specifications, at the Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may elect to pursue any remedies provided in Paragraph 9, "Default Provisions" or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of the Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. (Pub. Resources Code, § 80012, subd. (b).)

- D.6. **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for this program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State to make any payments under this Grant Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement and the Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to the State, or offer a Grant Agreement amendment to the Grantee to reflect the reduced amount.
- D.7. **CALIFORNIA CONSERVATION CORPS:** The Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8. **CEQA:** Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the DWR Grant Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once the State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 9, "Default Provisions."
- D.9. **CHILD SUPPORT COMPLIANCE ACT:** The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.10. **CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. The State and the Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

- D.11. COMPETITIVE BIDDING AND PROCUREMENTS: The Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by the State under this Grant Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.12. COMPUTER SOFTWARE: The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13. CONFLICT OF INTEREST: All participants are 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 application 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 section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
- D. Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14. DELIVERY OF INFORMATION, REPORTS, AND DATA: The Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.15. DISPOSITION OF EQUIPMENT: The Grantee shall provide to the State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by the State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory the State shall provide the Grantee with a list of the items on the inventory that the State will take title to. All other items shall become the property of the Grantee. The State shall arrange for delivery from the Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by the State.
- D.16. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Grant Agreement, the Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under

the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
 - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. The Grantee's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 - i. Will receive a copy of the Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of the Grantee's condition of employment, contract or subcontract.
- D.17. **EASEMENTS:** Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant Agreement, an appropriate easement or other title restriction shall be provided and approved by the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.
- Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.
- Failure to provide an easement or other title restriction acceptable to the State may result in termination of this Agreement.
- D.18. **FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER:** Upon completion of the Project, the Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.
- D.19. **GRANTEE'S RESPONSIBILITIES:** The Grantee and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A, "Work Plan" and in accordance with Project Exhibit B, "Budget" and Exhibit C, "Schedule."
 - B. Must maintain eligibility requirements as outlined in the 2021 Guidelines, amended April 2023, and 2021 PSP and pursuant to Paragraph 10.
 - C. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
 - D. Comply with all applicable California, federal, and local laws and regulations.
 - E. Implement the Project in accordance with applicable provisions of the law.

- F. Fulfill its obligations under the Grant Agreement and be responsible for the performance of the Project.
- G. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. The Grantee shall provide copies of permits and approvals to the State.
- H. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by the State is solely for the purpose of proper administration of funds by the State and shall not be deemed to relieve or restrict responsibilities of the Grantee under this Agreement.
- I. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.20. GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.21. INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.
- D.22. INDEMNIFICATION: The Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, and any breach of this Agreement. The Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.23. INDEPENDENT CAPACITY: The Grantee, and the agents and employees of the Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.24. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may withhold disbursements to the Grantee or take any other action it deems necessary to protect its interests.
- D.25. INSPECTIONS OF PROJECT BY STATE: The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and the Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with the State.
- D.26. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the 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. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>.

For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

- D.27. **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Funding Recipient, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to work plan are changes that help clarify the original language, addition of task without deleting others, and minor edits that will not result in change to the original scope. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Funding Recipient to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.28. **NONDISCRIMINATION:** During the performance of this Grant Agreement, the Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. The Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. The Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.
- D.29. **OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.30. **PERFORMANCE BOND:** Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.31. **PRIORITY HIRING CONSIDERATIONS:** If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.32. **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner

whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with the Grantee's service of water, without prior permission of the State. The Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of the Grantee meet its obligations under this Grant Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State.

- D.33. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.34. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.35. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.36. RETENTION: The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
- D.37. RIGHTS IN DATA: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.38. SEVERABILITY: Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.39. SUSPENSION OF PAYMENTS: This Grant Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. The Grantee, its contractors, or subcontractors have made a false certification, or
 - B. The Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.40. SUCCESSORS AND ASSIGNS: This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by the State and made subject to such reasonable terms and conditions as the State may impose.
- D.41. TERMINATION BY THE GRANTEE: Subject to State approval which may be reasonably withheld, the Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, the Grantee must provide a reason(s) for termination. The Grantee must submit all progress reports summarizing accomplishments up until termination date.

- D.42. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 9, "Default Provisions," the State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 9, "Default Provisions."
- D.43. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.45. TIMELINESS: Time is of the essence in this Grant Agreement.
- D.46. UNION ORGANIZING: The Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, the Grantee, by signing this Grant Agreement, hereby certifies that:
- A. No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
 - B. The Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
 - C. The Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.
- D.47. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.48. WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

Exhibit E

AUTHORIZING RESOLUTION ACCEPTING FUNDS

**Before the Board of Directors of the
Salinas Valley Basin Sustainable Groundwater Management Agency**

Resolution No. 2022-19

Authorizing the General Manager to apply on)
behalf of the Salinas Valley Basin Groundwater)
Sustainability Agency to the California)
Department of Water Resources to obtain a grant)
for the Forebay, Upper Valley, Langley, Eastside)
GSP Implementation Project under the 2021)
Sustainable Groundwater Management (SGM))
Grant Program Implementation – Round 2 Grant.)

WHEREAS, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319, and Assembly Bill 1739, collectively known as the Sustainable Groundwater Management Act (SGMA), which amended the Water Code (Part 2.74 of Division 6 of the Water Code, Sections 10720-10737.8) and provides the framework for sustainable groundwater management planning and implementation; and,

WHEREAS, SGMA went into effect on January 1, 2015; and,

WHEREAS, SGMA requires local public agencies and Groundwater Sustainability Agencies (GSAs) to develop and implement Groundwater Sustainability Plans (GSPs) or alternatives to GSPs for designated high and medium priority groundwater basins and subbasins; and,

WHEREAS, SGMA authorizes a combination of local agencies to form a GSA by entering into a joint powers agreement as authorized by the Joint Exercise of Powers Act (Chapter 5 of Division 7 of Title 1 of the California Government Code); and,

WHEREAS, the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) is such a joint powers authority and formed effective December 22, 2016, for the purposes of being the GSA for the Salinas Valley Groundwater Basin within the County of Monterey, but not including the area within the jurisdictional boundaries of the Marina Coast Water District, City of Marina GSA, the City of Greenfield, or the adjudicated Seaside sub-basin; and,

WHEREAS, SGMA requires that a basin have an adopted GSP by no later than January 31, 2020, if a high or medium priority basin is designated as critically overdrafted, and no later than January 31, 2022, if a high or medium priority basin is not designated as critically overdrafted; and,

WHEREAS, the Salinas Valley Basin managed by the SVBGSA encompasses sub-basins that are designated by the California Department of Water Resources (DWR) as medium-priority and high- priority, and SVBGSA has completed Groundwater Sustainability Plans (GSPs) for all required sub-basins by January 31, 2020 and January 31, 2022; and,

WHEREAS, the California Budget Act of 2021 (Stats. 2021 ch. 240, § 80) appropriates a total of \$180 million for SGMA implementation, and the California Drought, Water, Parks, Climate, Coastal Protection and

Outdoor Access for All Act of 2018 (Proposition 68) (Public Resource Code § 80000 et. seq.) authorizes the Legislature to appropriate a total of \$120 million to DWR for drought and groundwater investments to achieve regional sustainability; and,

WHEREAS, DWR is administering solicitations for the Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Round 2 Grant using funds authorized by the California Budget Act of 2021 and Proposition 68 for projects that encourage sustainable management of groundwater resources and support SGMA, and/or invest in groundwater recharge projects with surface water, stormwater, recycled water, and other conjunctive use projects; NOW THEREFORE,

BE IT RESOLVED by the Board of Directors of the Salinas Valley Basin Groundwater Sustainability Agency, as follows:

1. That an application be made to the Department of Water Resources to obtain a grant under the 2021 Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Pub. Resources Code, § 80000, et seq.) and the Budget Acts of 2021 and 2022. Be it further resolved that the Salinas Valley Basin Sustainable Groundwater Management Agency has the authority and shall enter into a funding agreement with the Department of Water Resources to receive a grant for the Forebay, Upper Valley, Langley, Eastside GSP Implementation Project.
2. The General Manager of the Salinas Valley Basin Sustainable Groundwater Management Agency, or designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, execute a funding agreement and any future amendments thereto, submit invoices, and submit any reporting requirements with the Department of Water Resources.

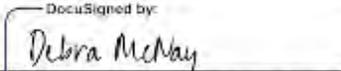
PASSED AND ADOPTED on the 10th day of November 2022 by the following vote, to-wit:

AYES: Adams, Alejo, Brennan, Chapin, Cremers, Granillo, Pereira, Rice, Rocha, Stefani and Chair Bramers
 NOES: None
 ABSENT: None
 ABSTAIN: None

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Salinas Valley Basin Sustainable Groundwater Management Agency Board of Directors held on November 10, 2022.

Dated: 11/11/2022

Signed: 

Debra McNay, Clerk of the Board
 Salinas Valley Basin Sustainable Groundwater Management Agency,
 County of Monterrey, State of California

Exhibit F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

1. QUARTERLY PROGRESS REPORTS

A Quarterly Progress Report template will be provided by the DWR Grant Manager. Grantees must use the template provided for all Quarterly Progress Reports to obtain reimbursement reported. The Quarterly Progress Report must accompany an Invoice and be numbered the same for ease of reference for auditing purposes. In addition, the reporting period for the Quarterly Progress Report must also align with the corresponding quarterly Invoice.

2. COMPONENT COMPLETION REPORT

Component Completion Reports shall generally use the following format. This report should summarize all work completed as part of this grant.. This is a standalone document and should not reference other documents or websites. Web links are edited or removed over time. These grants can be audited several years after they are closed. Therefore, links are not appropriate to include in the close out reports.

EXECUTIVE SUMMARY – Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original application
- Description of actual work completed and any deviations from the work plan identified in the Grant Agreement

REPORTS AND/OR PRODUCTS – The following items should be provided

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Self-Certification that the Project meets the stated goal of the Grant Agreement (e.g. 100-year level of flood protection, HMP standard, PI-84-99, etc.)
- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

COSTS AND DISPOSITION OF FUNDS – A list of showing:

- The date each invoice was submitted to the State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Grantee for meeting its cost sharing obligations under this Grant Agreement.
- A summary of final funds disbursement including:
 - Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.

- Evaluation cost information, shown by material, equipment, labor costs, and any change orders
- Any other incurred cost detail
- A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed; and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

3. GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This report should summarize all work completed as part of this grant. This is a standalone document and should not reference other documents or websites. Web links are edited or removed over time. These grants can be audited several years after they are closed. Therefore, links are not appropriate to include in the close out reports.

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion whether the level, type, or magnitude of benefits of each project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; and a summary of final funds disbursement for each project.

Additional Information: Summary of the submittal schedule for the Post Performance Reports applicable for the projects in this Grant Agreement.

4. POST-PERFORMANCE REPORT

The Post Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance. The PPR should be following the Methodology Report for the specific project type(s) provided by the DWR Grant Manager. The PPR should identify whether the project is being operated and maintained. DWR requirements is for all funded projects should be maintained and operated for a minimum of 15 years. If the project is not being maintained and operated, justification must be provided. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
 - Grantee Name
 - Implementing Agency (if different from Grantee)
 - Grant Agreement Number
 - Project Name
 - Funding grant source
 - Report number
- Post Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).

- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

Exhibit G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports, as described in Exhibit G, "Requirements for Data Submittal."

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

Exhibit H

STATE AUDIT DOCUMENT REQUIREMENTS

The following provides a list of documents typically required by State Auditors and general guidelines for Grantees. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. Grantees should ensure that such records are maintained for each funded project.

State Audit Document Requirements

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) Expenditure tracking of State funds
 - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

Exhibit I
PROJECT LOCATION

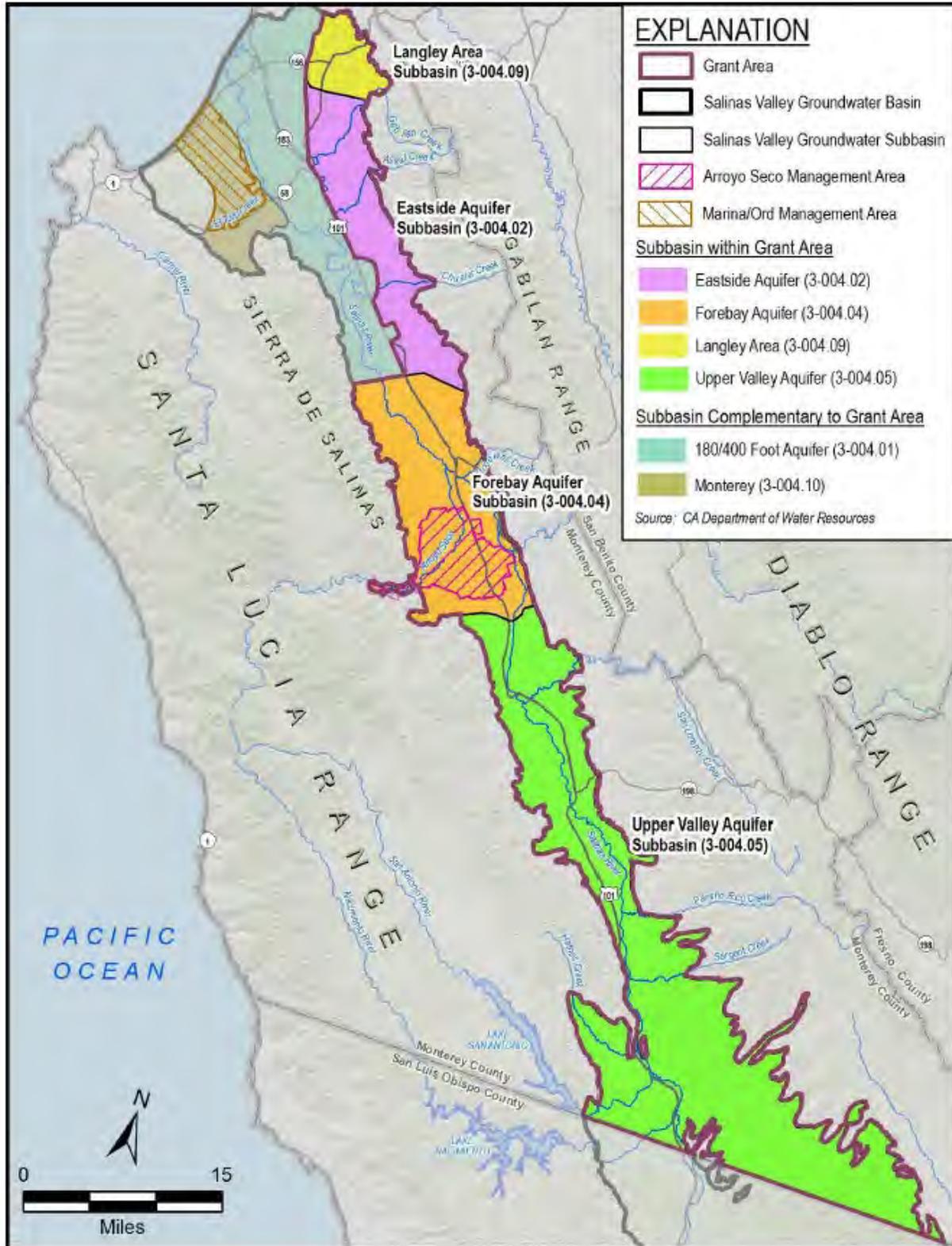


Exhibit J

MONITORING AND MAINTENANCE PLAN COMPONENTS AND GUIDANCE

Introduction

- Goals and objectives of project
- Site location and history
- Improvements implemented
- Monitoring and Reporting Plan

For each construction Component or Project contained in Exhibit A, a post-performance monitoring and reporting plan shall be submitted according to the Monitoring Method(s) developed by DWR. The Monitoring Methods are designed to provide the necessary steps needed to monitor Components or Project within the grant to DWR's monitoring standards. The detailed Monitoring Methods and protocols specific to the Components or Project listed in Exhibit A will be provided by the Grant Manager. The full monitoring method report is available on the SGM Grant Program website at: www.water.ca.gov/sgmgrants.

Exhibit K
APPRAISAL SPECIFICATIONS
NOT APPLICABLE

Exhibit L
INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE
NOT APPLICABLE

EXHIBIT M

INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

Administration Charges

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the project are eligible for reimbursement. Cost such as rent, office supplies, fringe benefits, etc. can be "Direct Costs" and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A "fully-burdened labor rate" can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
 - Non-project specific personnel and accounting services performed within the Grantee or an LPS' organization
 - Generic markup
 - Tuition
 - Conference fees
 - Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed

Labor Rates

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet). The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will be reimbursed by grant funds and the corresponding hourly rate range. These rates should be "burdened"; the burdened rate must be consistent with the Grantee's/Local Project Sponsors standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate letter

IN WITNESS WHEREOF, GSA and SUBGRANTEE have executed this Amendment as of the day and year written below.

SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY

Signed by:
By *Piret Harmon*
EC2B697238ED462...
Piret Harmon, General Manager

Date: 3/5/2025

Monterey COUNTY WATER RESOURCES AGENCY

Signed by:
By *Ara Azhderian*
1F182FFB49A2435...
Ara Azhderian, General Manager

Date: 3/12/2025

**SECOND AMENDMENT TO THE SUBGRANT AGREEMENT BETWEEN THE
MONTEREY COUNTY WATER RESOURCES AGENCY AND
SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY
PURSUANT TO STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES)
AGREEMENT NUMBER 4600015881
SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION
GRANT FOR THE SALINAS VALLEY AND SUBGRANT AGREEMENT
PURSUANT TO STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES)
AGREEMENT NUMBER 4600015624
SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION
GRANT FOR THE MONTEREY SUBBASIN**

This Second Amendment to the Subgrant Agreement between the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA or Grantee) and Monterey County Water Resources Agency (MCWRA or Subgrantee), Related to Grant Agreement Number 4600015881 and SVBGSA Subgrant related to Grant Agreement 4600015624 Sustainable Groundwater Management Act Implementation Grant (Agreement) is made on February #, 2026.

RECITALS

The Parties entered into that certain Subgrant Agreement dated January 24, 2025 and Amendment 1 to that Subgrant Agreement dated March 12, 2025. The Parties now desire to amend the terms of the Agreement as more particularly set forth herein.

NOW THEREFORE, the Parties agree as follows:

AMENDMENT TO AGREEMENT

Section 1. B is amended as follows:

B. The State awarded a \$10,393,900 Grant to SVBGSA to fund activities associated with implementation of the Groundwater Sustainability Plans (GSPs) for the Eastside Aquifer, Langley Area, Forebay Aquifer and Upper Valley Aquifer Subbasins (Subbasins) (Grant 1). The Project includes grant administration, data expansion and SGMA compliance activities, engagement of interested parties and underrepresented communities, groundwater recharge feasibility, demand management, and alternative supply feasibility. \$350,000 of the Grant is allocated to MCWRA for the expansion of the Groundwater Monitoring Program (Exhibit A, Component 2, Category b, Task 1).

\$200,000 of the Grant is allocated to MCWRA for engagement of interested parties (Exhibit A, Component 3, Category e, Task 3).

C. The State awarded a \$6,447,910 Grant to Marina Coast Water Management District Groundwater Sustainability Agency (MCWD GSA) to fund activities associated with implementation of the Groundwater Sustainability Plan (GSP) for the Monterey Subbasin (Subbasin) (Grant 2). The Project includes grant administration, Monterey Subbasin data expansion and SGMA compliance activities, preparation of a project update report, and

engagement of interested parties and domestic well owners. \$3,860,610 of the Grant is allocated to SVBGSA for the Corral De Tierra Management Area of the Subbasin. \$50,000 of the Grant is allocated to MCWRA for the expansion of the Groundwater Extraction Monitoring System in the Monterey Subbasin (Exhibit A, Component 2, Category d, Task 7).

Grant 1 and Grant 2 allocate a total of \$400,000 to the expansion of the Groundwater Extraction Monitoring System which is under the MCWRA Groundwater Monitoring Program and includes activities associated with the development of well registration.

Section 3 is amended as follows:

3. SUBGRANT AMOUNT. The maximum amount payable to MCWRA under this Agreement shall not exceed \$600,000. Any additional costs are the responsibility of MCWRA.

Exhibit A: No amendments

Exhibit B is amended as follows:

**Exhibit B
BUDGET**

Components	Grant Amount
Salinas Component 2: Data Expansion and SGMA Compliance	\$ 350,000
Monterey Component 2: Monterey Subbasin Data Expansion and SGMA Compliance	\$ 50,000
Salinas Component 3: Engagement of Interested Parties and URCs	\$ 200,000
Total:	\$600,000

Exhibit C is amended as follows:

Exhibit C
Schedule

Categories	Start Date ¹	End Date ¹
Salinas Component 2: Data Expansion and SGMA Compliance		
(b) Environmental / Engineering / Design	1/1/2023	3/31/2026
Monterey Component 2: Monterey Subbasin Data Expansion and SGMA Compliance		
(b) Environmental / Engineering / Design	12/1/2023	3/31/2026
Salinas Component 3: Engagement of Interested Parties and URCs		
(e) Education / Outreach	10/04/2022	3/31/2026

Exhibit D

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
SALINAS VALLEY BASIN GROUNDWATER MANAGEMENT AGENCY
AGREEMENT NUMBER 4600015881
SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION GRANT
AMENDMENT 4**

IN WITNESS WHEREOF, GSA and SUBGRANTEE have executed this Amendment as of the day and year written below.

SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY

By _____
Piret Harmon, General Manager

Date: _____

MONTEREY COUNTY WATER RESOURCES AGENCY

By _____
Ara Azhderian, General Manager

Date: _____



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

BOARD ORDER No. 26-008

**AUTHORIZE THE GENERAL MANAGER TO ENTER INTO THE)
SECOND AMENDMENT TO THE SUBGRANT AGREEMENT)
WITH THE SALINAS VALLEY BASIN GROUNDWATER)
SUSTAINABILITY AGENCY TO INCREASE BY \$200,000 THE)
AMOUNT OF FUNDING FOR MONTEREY COUNTY WATER)
RESOURCES AGENCY SERVICES IN SUPPORT OF)
SUSTAINABLE GROUNDWATER MANAGEMENT ROUND 2)
IMPLEMENTATION GRANTS #4600015881 (SVBGSA) AND)
#4600015624 (MCWDGSA) FOR A MAXIMUM AMOUNT)
PAYABLE OF \$600,000; AND AUTHORIZE THE GENERAL)
MANAGER TO EXECUTE UP TO TWO NO-COST)
AMENDMENTS TO THE SUBGRANT AGREEMENT.)**

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

1. Authorizes the General Manager to enter into the Second Amendment to the Subgrant Agreement with the Salinas Valley Basin Groundwater Sustainability Agency to increase by \$200,000 the amount of funding for Monterey County Water Resources Agency services in support of Sustainable Groundwater Management Round 2 Implementation Grants #4600015881 (SVBGSA) and #4600015624 (MCWDGSA), for a maximum payable amount of \$600,000; and
2. Authorizes the General Manager to execute up to two no-cost amendments to the Subgrant Agreement.

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

AYES:

NOES:

ABSENT:

BY: Mike LeBarre, Chair
Board of Directors

ATTEST: Ara Azhderian
General Manager



County of Monterey

Item No.5

Board Report

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

Legistar File Number: WRAG 26-031

February 17, 2026

Introduced: 2/5/2026

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Approve Amendment No. 3 to the Agreement for Services with JDI Electrical Services, Inc., to increase the dollar amount by \$85,000 for a total contract amount not-to-exceed \$235,000 and extend the term of the Agreement to June 30, 2029, to provide electrical maintenance and repair services for the Nacimiento Dam Hydroelectric Power Plant; and authorize the General Manager to execute the amendment. (Staff: Manuel Saavedra)

RECOMMENDATION:

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

- a) Approve Amendment No. 3 to the Agreement for Services with JDI Electrical Services, Inc., to increase the dollar amount by \$85,000 for a total contract amount not-to-exceed \$235,000 and extend the term of the Agreement to June 30, 2029, to provide electrical maintenance and repair services for the Nacimiento Dam Hydroelectric Power Plant; and
- b) Authorize the General Manager to execute the amendment.

SUMMARY/DISCUSSION:

On September 6, 2023, the Monterey County Water Resources Agency (Agency) entered into an Agreement for Services (Agreement) with JDI Electrical Services, Inc. (JDI), to provide electrical services for the Nacimiento Dam Hydroelectric Power Plant (power plant). The scope of work under this Agreement includes preventive maintenance inspections, testing, troubleshooting and repair of electrical equipment. JDI has the skills and expertise to provide routine inspections and maintenance, and repair of hydroelectric power generation equipment.

Due to unexpected electrical equipment failures and repairs, the fund balance for JDI 's Agreement was spent faster than anticipated. To date, \$52,370 of the available \$47,965 has been spent, JDI recently completed the following work:

- Performed testing on windings for the Unit 1 generator.
- Performed troubleshooting and repairs on the electrical controls for Unit 1.
- Performed annual preventive maintenance of the power plant and switchyard.

The purpose of Amendment No. 3 is to increase the agreement amount by \$85,000 from \$150,000 to \$235,000 to allow payment for work already performed by JDI and to provide funding for future as-needed electrical maintenance and repair services for the power plant.

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

Amendment No. 3 is financed by the fund balance in Fund 130. The amendment total needed is \$85,000 and is included in the FY2025-26 Adopted Budget. Sufficient appropriations in Fund 130 are included in the FY 2025-26 Adopted Budget to pay for this amendment.

Prepared by: Manuel Saavedra, Associate Water Resources Engineer, (831) 755-4860

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

Attachments:

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



County of Monterey

Item No.

Board Report

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

Legistar File Number: WRAG 26-031

February 17, 2026

Introduced: 2/5/2026

Current Status: Draft

Version: 1

Matter Type: WR General Agenda

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SUMMARY/DISCUSSION:

On September 6, 2023, the Monterey County Water Resources Agency (Agency) entered into an Agreement for Services (Agreement) with JDI Electrical Services, Inc. (JDI), to provide electrical services for the Nacimiento Dam Hydroelectric Power Plant (power plant). The scope of work under this Agreement includes preventive maintenance inspections, testing, troubleshooting and repair of electrical equipment. JDI has the skills and expertise to provide routine inspections and maintenance, and repair of hydroelectric power generation equipment.

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OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

Amendment No. 3 is financed by the fund balance in Fund 130. The amendment total needed is \$85,000 and is included in the FY2025-26 Adopted Budget. Sufficient appropriations in Fund 130 are included in the FY 2025-26 Adopted Budget to pay for this amendment.

Prepared by: Manuel Saavedra, Associate Water Resources Engineer, (831) 755-4860

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

Attachments:

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

MONTEREY COUNTY WATER RESOURCES AGENCY
AND JDI Electrical Services, Inc.
AGREEMENT FOR SERVICES

This is an agreement ("Agreement") between the Monterey County Water Resources Agency, hereinafter called "Agency," and JDI Electrical Services, Inc., a California Corporation, hereinafter called "CONTRACTOR".

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

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

2. Term of Agreement. The term of this Agreement shall begin on October 1, 2023 by CONTRACTOR and Agency, and will terminate on June 30, 2026, unless earlier terminated as provided herein.

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

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

(\$ 50,000.00).

4. Monthly Invoices by CONTRACTOR; Payment.

- (a) CONTRACTOR shall submit to Agency an invoice, in a format approved by Agency, setting forth the amounts claimed by CONTRACTOR, together with an itemized basis for such amounts, and setting forth such other pertinent information Agency may require. CONTRACTOR shall submit such invoice monthly or as agreed by Agency, but in no event shall such invoice be submitted later than 30 days after completion of CONTRACTOR's work hereunder. Agency shall certify the claim if it complies with this contract and shall promptly submit such claim to the Monterey County Auditor-Controller, who shall pay the certified amount within 30 days after receiving the invoice certified by Agency. It is understood and agreed that CONTRACTOR shall complete all work described in Exhibit A for an amount not exceeding that set forth above, notwithstanding CONTRACTOR's submission of periodic invoices.
- (b) CONTRACTOR shall submit to Agency an invoice via email to WRAAccountsPayable@co.monterey.ca.us and to the Contract Administrator listed in Section 26.
- (c) CONTRACTOR agrees that Agency may withhold five percent (5%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to Agency.
- (d) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.
- (e) CONTRACTOR shall not be reimbursed for travel expenses unless expressly approved in writing in accordance with this Agreement.

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

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

6. Insurance.

6.1 Evidence of Coverage:

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

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

6.2 Qualifying Insurers:

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

6.3 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

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

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

6.4 Other Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

26. Contract Administrators.

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

Agency's designated administrator of this Agreement shall be
 Manuel Saavedra

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

TO AGENCY	TO CONTRACTOR
Name: Manuel Saavedra	Name: David Ma
Address: 1441 Schilling Place - North Building Salinas, CA 93901	Address: 624 Commerce Ct. Manteca, CA 95336
Telephone: (831) 755-4860	Telephone: (925) 518-8707
Fax: (831) 424-7935	Fax: (209) 239-7914
E-Mail: saavedram@co.monterey.ca.us	E-Mail: davidma88.dm@gmail.com

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

MONTEREY COUNTY WATER RESOURCES AGENCY
AND JDI Electrical Services, Inc.
AGREEMENT FOR SERVICES

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

MONTEREY COUNTY WATER RESOURCES AGENCY:

CONTRACTOR:

BY: ^{DocuSigned by:}
Ara Azhderian
1F182FFB49A2436...

Ara Azhderian
General Manager

Date: 9/6/2023 | 5:00 PM PDT

BY: *[Signature]*

Type Name: Jeff Traser

Title: President

Date: 9-5-23

BY: *[Signature]*

Type Name: Sandy Traser

Title: V.P. / office manager

Date: 9-5-23

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

(JDI Electrical Services, Inc)
Agreement/Amendment No # ()

Approved as to form ¹:

Approved as to fiscal provisions:

DocuSigned by:
Kelly L. Danton
22D690CA05A940B
Assistant County Counsel

DocuSigned by:
Ezequiel Vega Rios
7D289913E628402...
Administrative Analyst

Dated: 9/6/2023 | 1:19 PM PDT

Dated: 9/6/2023 | 4:31 PM PDT

County Counsel – Risk Manager:

DocuSigned by:
Jennifer Forsyth
4E7E657875454AE...
Auditor-Controller ²:

Dated: _____

Dated: 9/6/2023 | 3:07 PM PDT

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

² Approval by Auditor-Controller is required

EXHIBIT A

SCOPE OF WORK/WORK SCHEDULE

Scope of Work:

CONTRACTOR will provide, on an as-directed basis preventive maintenance inspections, testing, and repairs of electrical equipment at the Nacimiento Dam hydroelectric power plant and substation for a period of three (3) years including, but not limited, to the following:

- Protective Relays
- Circuit Breakers
- Switches
- Motor Control Centers
- Instrumentation
- Transformers (Dry and Oil Type)
- Control Panel Circuits
- Cables/Wiring

CONTRACTOR will provide:

- Qualified electricians and technicians with experience working on hydroelectric power generation facilities.
- All necessary instruments and equipment required for interfacing with hydroelectric power generation systems.
- Preventive maintenance and repair services according to recommended industry standards for hydroelectric power generation and substation equipment.
- Notification to Agency upon discovery of any of questionable conditions found during inspections and will recommended corrective action.
- Documentation of preventive maintenance inspection findings and results.
- Protection of people and property.

Work Schedule:

CONTRACTOR will begin and complete performance of services within timeline provided by the Agency.

Project ID:

JDI Electrical Services, Inc.

EXHIBIT B
FEE SCHEDULE

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

<u>Rates:</u>	<u>*Labor Rates/Hour:</u>
Standard	\$200.00
Over Time	\$300.00
Double Time	\$400.00
Travel Time	\$170.00

*These hourly labor rates shall be valid for a period of three (3) years.

Rate Definition:

Standard Rate: Applies for first eight (8) hour period.

Over Time Rate: Applies for next four (4) hours.

Double Time Rate: Is anything outside of Standard or Over Time Rate. Saturday work is Over Time rate for first eight (8) hours, and Double Time thereafter. Sundays and Holidays are charged at Double Time rate. All service calls are a four (4) hour minimum.

Materials:

Materials to be billed at cost plus ten percent (10%).

Project ID:

JDI Electrical Services, Inc.

EXHIBIT C

DELIVERABLES

Required Document Formats

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

- Preventive maintenance inspection and testing results report.
- All documents shall be provided digitally to the Agency in Microsoft Word or Excel formats.

EXHIBIT D

PROFESSIONAL LIABILITY INSURANCE EXEMPTION

CONTRACTOR is exempt from Professional Liability Insurance for work described in Exhibit A because the services being provided are maintenance and repair services and do not require CONTRACTOR to perform engineering, design, surveying or compliance regulated design standards for installation and operation.

PREVAILING WAGES

CONTRACTOR and all subcontractors performing work under this contract shall pay wages to their workers employed on such work at not less than general prevailing rate of per diem wages for such work, as required by Labor Code Section 1771. CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Failure to pay such prevailing wages shall subject the employer to the penalties set forth in Labor Code Sec. 1775.

Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: <https://www.dir.ca.gov/oprl/dprevagedetermination.htm>

**AMENDMENT NO. 1 TO
AGREEMENT FOR SERVICES
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND
JDI ELECTRICAL SERVICES, INC.**

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

WHEREAS, CONTRACTOR entered into an Agreement for Services with the Agency on September 6, 2023 (hereinafter, “Agreement”).

WHEREAS, the Parties wish to amend the Agreement by increasing the dollar amount by \$50,000, not to exceed \$100,000, to continue providing services identified in the Agreement.

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

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

Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is \$100,000.

Original Agreement	\$50,000
<u>Amendment No. 1</u>	<u>\$50,000</u>
Not to exceed total:	\$100,000

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

This space left blank intentionally.

Amendment No. 1 JDI Electrical Services, Inc.

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

MONTEREY COUNTY WATER RESOURCES AGENCY

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

Date: 1/12/2024 | 11:57 AM PST

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

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

Date: 1/11/2024 | 9:43 AM PST

Approved as to Fiscal Provisions

DocuSigned by:
Patricia Ruiz
By: _____
E79EF64E57454F6...
Auditor-Controller

Date: 1/11/2024 | 11:41 AM PST

DocuSigned by:
Ezequiel Vega Rios
By: _____
7D289913E628402...
Administrative Analyst

Date: 1/11/2024 | 11:47 AM PST

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

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

CONTRACTOR

JDI Electrical Services, Inc.

*Contractor Business Name

By: *[Signature]*
(Signature of Chair, President, or Vice President)

Title: *V. P. Sandy Traser*
(Print Name and Title)

Date: *1-8-24*

By: *[Signature]*
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Title: *David Ma*
(Print Name and Title)

Date: *1-8-24*

Amendment No. 1 JDI Electrical Services, Inc.

**AMENDMENT NO. 2 TO
AGREEMENT FOR SERVICES
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND
JDI ELECTRICAL SERVICES, INC.**

THIS AMENDMENT No. 2 to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California, (hereinafter, "Agency"), and JDI Electrical Services, Inc., (hereinafter, "CONTRACTOR") is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and CONTRACTOR are referred to as the "Parties").

WHEREAS, CONTRACTOR entered into an Agreement for Services with the Agency on September 6, 2023 (hereinafter, "Agreement").

WHEREAS, the Parties wish to amend the Agreement with a dollar increase of \$50,000.00 for a total contract amount not to exceed \$150,000.00 to continue providing services identified in the Agreement.

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

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

Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is One hundred and fifty thousand dollars (\$150,000).

Original Agreement: \$50,000
Amendment No. 1: \$50,000
Amendment No. 2: \$50,000
Not to exceed total: \$150,000

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

This space left blank intentionally.

Amendment No. 2 JDI Electrical Services, Inc.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement as of the day and year written below:

MONTEREY COUNTY WATER RESOURCES AGENCY

CONTRACTOR:

DocuSigned by:
Ara Azhderian
By: 1F182FFB49A2435...
Ara Azhderian, General Manager
Date: 12/4/2024 | 11:05 AM PST

JDI Electrical Services, Inc.
*Contractor Business Name

By: *[Signature]*
(Signature of Chair, President, or Vice President)
Title: V. P. Sandy Traser
(Print Name and Title)
Date: 11-25-2024

Approved as to Form and Legality
Office of County Counsel

Signed by:
Kelly L. Doulon
By: 22D690CA05A940B...
Chief Assistant County Counsel
Date: 12/3/2024 | 9:30 AM PST

By: *[Signature]*
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)
Title: David Ma - CFO
(Print Name and Title)
Date: 11-25-24

Approved as to Fiscal Provisions

DocuSigned by:
Jennifer Forsyth
By: 4E7E657875454AE...
Auditor-Controller
Date: 12/3/2024 | 2:34 PM PST

Signed by:
Trent Hill
By: 30922505678A4ED...
Administrative Analyst
Date: 12/3/2024 | 2:58 PM PST

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management
Date: _____

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



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

BOARD ORDER No. 26-007

**APPROVE AMENDMENT NO. 3 TO THE AGREEMENT FOR)
SERVICES WITH JDI ELECTRICAL SERVICES, INC., TO)
INCREASE THE DOLLAR AMOUNT BY \$85,000 FOR A TOTAL)
CONTRACT AMOUNT NOT-TO-EXCEED \$235,000 AND EXTEND)
THE TERM OF THE AGREEMENT TO JUNE 30, 2029, TO PROVIDE)
ELECTRICAL MAINTENANCE AND REPAIR SERVICES FOR THE)
THE NACIMIENTO DAM HYDROELECTRIC POWER PLANT;)
AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE)
THE AMENDMENT)**

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

1. Approve Amendment No. 3 to the Agreement for Services with JDI Electrical Services, Inc., to increase the dollar amount by \$85,000 for a total contract amount not-to-exceed \$235,000 and extend the term of the Agreement to June 30, 2029, to provide electrical maintenance and repair services for the Nacimiento Dam Hydroelectric Power Plant; and
2. Authorize the General Manger to execute the amendment.

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

AYES:

NOES:

ABSENT:

BY: Matthew Simis, Chair
Board of Directors

ATTEST: Ara Azhderian
General Manager



County of Monterey

Item No.6

Board Report

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

Legistar File Number: WRAG 26-029

February 17, 2026

Introduced: 2/3/2026

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Receive an update on staff's participation in the Salinas Valley Basin Groundwater Sustainability Agency Advisory Committee. (Staff: Shaunna Murray)

RECOMMENDATION:

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

Receive an update on staff's participation in the Salinas Valley Basin Groundwater Sustainability Agency's Advisory Committee.

SUMMARY/DISCUSSION:

Background

The Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) has an Advisory Committee which plays a key role in shaping groundwater management in the Salinas Valley by providing input and consensus-based recommendations to the SVBGSA Board of Directors. The Advisory Committee reflects a broad range of perspectives, representing agencies and groundwater users across the region. Members collaborate to support the implementation of the Sustainable Groundwater Management Act through the integrated execution of six Groundwater Sustainability Plans. The Advisory Committee roster is made up of six Subbasin Committee seats, the four Partner Agency seats, and up to three of the Board-Designated seats. Members collectively represent the diverse interests of groundwater users, partner agencies, and subbasin implementation areas. The Committee's charge emphasizes:

- Reviewing groundwater issues relevant to SGMA implementation in the Salinas Valley
- Developing consensus-based recommendations that incorporate community and stakeholder perspectives
- Supporting the Board by identifying areas of agreement and disagreement and presenting clear, well-considered options.

This work is based on a commitment to good faith deliberation, productive discussion, and respect for differing viewpoints. Committee members are expected to serve as effective advocates, collaborate with one another, and commit the time needed to understand complex and evolving issues. SGMA implementation in the Salinas Valley remains one of the most consequential long-term efforts in the region. The Advisory Committee plays a critical role in ensuring that decisions are informed by:

- A broad range of groundwater users and perspectives

- Subbasin-level knowledge and experience
- Community concerns, opportunities, and priorities
- Practical understanding of the regulatory and technical landscape

By design, the Advisory Committee is where difficult questions can be worked through in a collaborative environment that is accessible, open to the public, and protects the integrity of the process. The Advisory Committee's work helps the Board navigate the complex challenges of groundwater sustainability - balancing scientific information, legal requirements, diverse stakeholder needs, and real-world constraints. The Charter and Bylaws set expectations for how members are expected to approach discussions and decision making. The Advisory Committee works as a team, in an environment that values honesty, respect, open communication, and constructive problem-solving. This is echoed in the Agency's Code of Conduct, which calls for civility, integrity, and commitment to the common good.

The Advisory Committee is scheduled to meet the third Thursday of even months at 2 p.m., with additional special meetings throughout the year as needed.

The Advisory Committee members are as follows:

Horacio Amezcuita, Board Designated
John Huerta Jr., Board Designated
Kevin Pearcey, Board Designated
Adam Secondo, 180/400 Committee
Christopher Bunn, Eastside Committee
Allan Panziera, Forebay Aquifer Committee
Ryan Kelly, Langley Committee
Robbie Long, Monterey Committee
Roger Moitoso, Upper Valley Committee
Curtis Weeks, Arroyo Seco Groundwater Sustainability Agency
Remleh Scherzinger, Marina Coast Water District
Shaunna Murray, Monterey County Water Resources Agency
Paul Sciuto, Monterey One Water

Summary

The Monterey County Water Resources Agency (Agency) Board of Supervisors nominated Shaunna Murray to be on the SVBGSA's Advisory Committee at their August 5, 2025 meeting. The SVBGSA made the Advisory Committee appointments on October 9, 2025. The Advisory Committee had been on hold for much of 2025 and picked back up at the end of 2025. There is an ambitious and aggressive schedule to make Project and Management Action (PMAs) recommendations to the SVBGSA Board of Directors in 2026, many of which may impact Agency existing and proposed projects and programs. Therefore, Agency staff will be providing regular updates to the Agency's Planning Committee and Board of Directors to keep the members and the public apprised of the progress the Advisory Committee is making.

The first meeting after the new Advisory Committee appointments was held on December 18, 2025. The meeting started with more administrative items such as committee member and staff introductions, adoption of the 2026 Committee Meeting Schedule and a review of the Advisory Committee Role and Responsibilities. The Charter and Bylaws, and Code of Conduct and additional information related to the Advisory Committee can be found on the SVBGSA's website here:

<https://svbgsa.org/about-us/board-and-committees/advisory-committee/>

Staff and consultants then presented items to help provide a common understanding of the scientific information related to the Salinas Valley Basin. First there was the Hydrologic Conceptual Model Update. This update included topics such as: What is HCM, Importance of HCM for SGMA and Groundwater Management, HCM in Salinas Valley, HCM Update Process, How does HCM inform Sustainable Groundwater Management. In general, the HCM is a simplified, generally qualitative understanding of the basin based on existing data and studies. The HCM identifies important hydrologic processes such as irrigation return flow and is foundational for quantitative work.

Next staff presented the Projects and Management Actions Major Efforts Update. The briefly described the various projects that are being studied that meet the SGMA goals, including to design projects and management actions to meet the measurable objectives. Those PMAs include: Aquifer Storage and Recovery (ASR) Feasibility Study, Brackish Groundwater Restoration (BGR) Feasibility Study /Seawater Intrusion Extraction Barrier, Demand Management Strategy, Deep Aquifers Management Strategy, Castroville Seawater Intrusion Project (CSIP) Optimization Studies, New Seawater Intrusion Project (NSIP) Feasibility Study, Castroville & Eastside (C&E) Canals and Alternatives Feasibility Study /Permit 11043. The road map to making a decision on moving any of the PMAs forward was also presented and is summarized below:

- Sustainable Groundwater Management (SGM) Grant Projects Update Reports in Spring 2026
- Funding Strategies TM for Board review in Spring 2026
- FY 2027 Work Plan for Board approval in March 2026
- FY 2027 Budget for Board approval in April 2026
- FY 2027 Fee for Board approval in May 2026
- Integrated Implementation Strategy for Board review in Summer 2026
- Selection of PMAs for Further Consideration: project level design, CEQA/NEPA, lead agency evaluations, funding explorations for Board approval in Fall 2026
- GSP 5-yr Periodic Evaluations for Board approval in November 2026

The consensus of the Advisory Committee was that there was significantly more information and time needed for the members to make progress, and therefore, an additional meeting was held on January 22, 2026 to continue to develop a common understanding of the Salinas Valley Basin. Staff and consultants presented an Overview of the Salinas Valley Hydrogeology which included a summary of the physical characteristics of the entire basin and dived into additional details for each subbasin. The key takeaways were:

- Salinas River is important for groundwater recharge
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- Aquitards inhibit surficial recharge where they are in basin
 - Makes certain projects and management actions more challenging
- The conceptual view is scaled for the Valley, not individual projects
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 - Site specific projects will have more detailed understandings

SVBGSA staff and consultants then reviewed Sustainable Management Criteria and Current Conditions. They reviewed the six sustainability indicators: Lowering GW Levels, Reduction of Storage, Seawater Intrusion, Degraded Quality, Land Subsidence, and Surface Water Depletion. And provided context for the how those are measured, what the goal is (Measurable Objective), and what to avoid (Minimum Threshold). They then reviewed the 2024 data for each subbasin to give context on what the recent data is showing in relation to the Sustainable Management Criteria (SMC).

The next regular meeting of the Advisory Committee is scheduled for February 19, 2026.

OTHER AGENCY INVOLVEMENT:

Salinas Valley Basin Groundwater Sustainability Agency

FINANCING:

Staff participation on the SVBGSA’s Advisory Committee can be covered with the existing staffing appropriations included in the FY2025-26 Adopted Budget and will not require any additional funding needs.

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

Approved by: _____

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



County of Monterey

Item No.

Board Report

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

Legistar File Number: WRAG 26-029

February 17, 2026

Introduced: 2/3/2026

Current Status: Draft

Version: 1

Matter Type: WR General Agenda

Receive an update on staff's participation in the Salinas Valley Basin Groundwater Sustainability Agency Advisory Committee. (Staff: Shaunna Murray)

RECOMMENDATION:

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

Receive an update on staff's participation in the Salinas Valley Basin Groundwater Sustainability Agency's Advisory Committee.

SUMMARY/DISCUSSION:

Background

The Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) has an Advisory Committee which plays a key role in shaping groundwater management in the Salinas Valley by providing input and consensus-based recommendations to the SVBGSA Board of Directors. The Advisory Committee reflects a broad range of perspectives, representing agencies and groundwater users across the region. Members collaborate to support the implementation of the Sustainable Groundwater Management Act through the integrated execution of six Groundwater Sustainability Plans. The Advisory Committee roster is made up of six Subbasin Committee seats, the four Partner Agency seats, and up to three of the Board-Designated seats. Members collectively represent the diverse interests of groundwater users, partner agencies, and subbasin implementation areas. The Committee's charge emphasizes:

- Reviewing groundwater issues relevant to SGMA implementation in the Salinas Valley
- Developing consensus-based recommendations that incorporate community and stakeholder perspectives
- Supporting the Board by identifying areas of agreement and disagreement and presenting clear, well-considered options.

This work is based on a commitment to good faith deliberation, productive discussion, and respect for differing viewpoints. Committee members are expected to serve as effective advocates, collaborate with one another, and commit the time needed to understand complex and evolving issues. SGMA implementation in the Salinas Valley remains one of the most consequential long-term efforts in the region. The Advisory Committee plays a critical role in ensuring that decisions are informed by:

- A broad range of groundwater users and perspectives

- Subbasin-level knowledge and experience
- Community concerns, opportunities, and priorities
- Practical understanding of the regulatory and technical landscape

By design, the Advisory Committee is where difficult questions can be worked through in a collaborative environment that is accessible, open to the public, and protects the integrity of the process. The Advisory Committee's work helps the Board navigate the complex challenges of groundwater sustainability - balancing scientific information, legal requirements, diverse stakeholder needs, and real-world constraints. The Charter and Bylaws set expectations for how members are expected to approach discussions and decision making. The Advisory Committee works as a team, in an environment that values honesty, respect, open communication, and constructive problem-solving. This is echoed in the Agency's Code of Conduct, which calls for civility, integrity, and commitment to the common good.

The Advisory Committee is scheduled to meet the third Thursday of even months at 2 p.m., with additional special meetings throughout the year as needed.

The Advisory Committee members are as follows:

Horacio Amezcuita, Board Designated
John Huerta Jr., Board Designated
Kevin Pearcey, Board Designated
Adam Secondo, 180/400 Committee
Christopher Bunn, Eastside Committee
Allan Panziera , Forebay Aquifer Committee
Ryan Kelly, Langleigh Committee
Robbie Long, Monterey Committee
Roger Moitoso, Upper Valley Committee
Curtis Weeks, Arroyo Seco Groundwater Sustainability Agency
Remleh Scherzinger, Marina Coast Water District
Shaunna Murray, Monterey County Water Resources Agency
Paul Sciuto, Monterey One Water

Summary

The Monterey County Water Resources Agency (Agency) Board of Supervisors nominated Shaunna Murray to be on the SVBGSA's Advisory Committee at their August 5, 2025 meeting. The SVBGSA made the Advisory Committee appointments on October 9, 2025. The Advisory Committee had been on hold for much of 2025 and picked back up at the end of 2025. There is an ambitious and aggressive schedule to make Project and Management Action (PMAs) recommendations to the SVBGSA Board of Directors in 2026, many of which may impact Agency existing and proposed projects and programs. Therefore, Agency staff will be providing regular updates to the Agency's Planning Committee and Board of Directors to keep the members and the public apprised of the progress the Advisory Committee is making.

The first meeting after the new Advisory Committee appointments was held on December 18, 2025. The meeting started with more administrative items such as committee member and staff introductions, adoption of the 2026 Committee Meeting Schedule and a review of the Advisory Committee Role and Responsibilities. The Charter and Bylaws, and Code of Conduct and additional information related to the Advisory Committee can be found on the SVBGSA's website here:

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Staff and consultants then presented items to help provide a common understanding of the scientific information related to the Salinas Valley Basin. First there was the Hydrologic Conceptual Model Update. This update included topics such as: What is HCM, Importance of HCM for SGMA and Groundwater Management, HCM in Salinas Valley, HCM Update Process, How does HCM inform Sustainable Groundwater Management. In general, the HCM is a simplified, generally qualitative understanding of the basin based on existing data and studies. The HCM identifies important hydrologic processes such as irrigation return flow and is foundational for quantitative work.

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The next regular meeting of the Advisory Committee is scheduled for February 19, 2026.

OTHER AGENCY INVOLVEMENT:

Salinas Valley Basin Groundwater Sustainability Agency

FINANCING:

Staff participation on the SVBGSA’s Advisory Committee can be covered with the existing staffing appropriations included in the FY2025-26 Adopted Budget and will not require any additional funding needs.

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

Approved by: _____

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



County of Monterey

Item No.7

Board Report

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

Legistar File Number: WRAG 26-030

February 17, 2026

Introduced: 2/3/2026

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Receive an update on the Castroville & Eastside Canals and Alternatives Preliminary Feasibility Study.
(Staff: Shaunna Murray)

RECOMMENDATION:

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

Receive an update on the Castroville & Eastside Canals and Alternatives Preliminary Feasibility Study.

SUMMARY/DISCUSSION:

Background

In 2025, Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) initiated the Castroville & Eastside Canals and Alternatives Preliminary Feasibility Study (C&E Study) to evaluate surface water diversion opportunities from the Salinas River that could support Sustainable Groundwater Management Act (SGMA) implementation. The work is funded through the Department of Water Resources Sustainable Groundwater Management (SGM) Implementation Grant and is being conducted collaboratively with the Monterey County Water Resources Agency (MCWRA).

The C&E Study builds upon longstanding concepts-dating back to the 1940s-for diverting excess flows from the Salinas River to raise groundwater levels. The feasibility study team includes Montgomery & Associates (M&A), MBK Engineers, Wallace Group, and Denise Duffy & Associates. The first phase focused on evaluating water rights options, reviewing historical documents, analyzing surface water flows and identifying viable project components for potential diversion and conveyance systems. Information from the first phase was applied to develop four project scenarios to address four different groundwater goals:

1. Raise Groundwater Levels in Central Eastside Subbasin
2. Raise Groundwater Levels in Northern Eastside Subbasin
3. Stop Seawater Intrusion in 400-Foot Aquifer
4. Provide In-Lieu Supply to Reduce Pumping from Seawater Intruded Areas and Deep Aquifers.

If any of the project concepts are ultimately constructed, they could partially contribute to the solution to one or more of the groundwater goals.

Discussion

Building on Phase 1 findings, the potential project scenarios were developed using MCWRA's existing water right permit 11043 (Permit 11043) with a modification to add storage, and potentially other modifications. The first phase of the C&E Study also looked at new water rights as potential sources

of surface water. A new water right would be last in priority, limiting surface water availability to large and infrequent events. In addition, the timeline and uncertainty around acquiring a new water right does not align with the SGMA deadlines.

Flood exemptions may also be a potential source of surface water available under strict conditions, but exemptions are usually pursued with existing infrastructure. A different feasibility study is analyzing the use of detention basins to capture flood flows. This approach requires dispersed basins along the river and generally a large footprint of land to recharge.

Potential project scenarios with storage - either above ground or in the aquifer - would most likely contribute to meeting groundwater goals. Without storage, project benefits are limited by timing of available flow in December through April, and the timing is not aligned with peak water demand. The existing Permit 11043 prohibits storage. Modification of Permit 11043 to add storage requires a defined project and will be subject to CEQA, public protest, and regulatory review.

The existing Permit 11043 limits diversion to 400 cfs and 135,000 AFY at designated locations for irrigation and municipal use. It limits diversion to a portion of excess natural flows, not reservoir releases intended to meet downstream flow requirements. A potential project scenario cannot interfere with existing operations. Therefore, project scenarios were not considered that would impact the stored water that is already committed to existing projects. For example, a diversion using shallow well fields would have to be pumped after downstream flow requirements are met which limits the applicability of that concept.

Diversion opportunities typically occur December-April, averaging less than 15% of days per year. Diversion potential depends on diversion facility size and ranges from 1,100 to 31,700 AF/year. A diversion facility comparable to the Salinas River Diversion Facility would have resulted in an average of 3,800 AF/year at the diversion point near Chualar. The largest facility, 400 cfs, has an average diversion potential of 31,700 AF/year.

Key technical considerations of the potential project components were identified and further analyzed for inclusion in the potential project scenarios. A full explanation of the potential and constraints of the components will be included in the final report.

Potential Project Scenarios

1. Raise Groundwater Levels in Central Eastside Subbasin
 - Divert water at Castroville Canal Intake
 - Convey to recharge basins in the Central Eastside Subbasin
 - Beneficial use consistent with existing Permit 11043 for irrigation and municipal use.

2. Raise Groundwater Levels in Northern Eastside Subbasin
 - Divert water at Castroville Canal Intake
 - Convey to surface storage in the Northern Eastside (2 versions)
 - Treat at new water treatment plant (2 versions)

- Convey and inject into Eastside Subbasin
 - Beneficial use consistent with existing Permit 11043 for irrigation and municipal use.
3. Stop Seawater Intrusion in 400-Foot Aquifer
- Divert water at new location downstream of the Castroville Canal Intake
 - Convey to surface storage in northern 180/400 Subbasin
 - Treat at new water treatment plant
 - Convey and inject into 400-Foot Aquifer
 - There is uncertainty about consistency with existing beneficial uses associated with Permit 11043 and the ability to modify those to address seawater intrusion.
4. Provide In-Lieu Supply to Reduce Pumping from Seawater Intruded Areas and Deep Aquifers
- Divert water at new location downstream of the Castroville Canal Intake
 - Convey to surface storage in northern 180/400 Subbasin
 - Treat at new water treatment plant
 - Convey to “New Seawater Intrusion Project” (NSIP) for irrigation (infrastructure layout and cost of NSIP distribution being conducted under the NSIP feasibility study)
 - Beneficial use consistent with existing Permit 11043 for irrigation

The next steps underway are conducting high-level engineering feasibility, cost analysis, and modeling of the impacts on groundwater conditions relative to the Sustainable Management Criteria. Project scenarios will be evaluated at a high level for regulatory and environmental requirements.

Results will inform SVBGSA’s long-term project portfolio for achieving SGMA sustainability targets and will support preparation of CEQA and permitting documentation for subsequent implementation.

OTHER AGENCY INVOLVEMENT:

Salinas Valley Basin Groundwater Sustainability Agency

FINANCING:

The feasibility study work, including consultants and staff participation, is funded by the Sustainable Groundwater Management Round 2 grant between DWR and SVBGSA. The MCWRA staffing and consultant appropriations are funded through a subgrant agreement with the SVBGSA and are included in the FY2025-26 Adopted Budget and will not require any additional funding needs.

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

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



County of Monterey

Item No.

Board Report

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

Legistar File Number: WRAG 26-030

February 17, 2026

Introduced: 2/3/2026

Current Status: Draft

Version: 1

Matter Type: WR General Agenda

Receive an update on the Castroville & Eastside Canals and Alternatives Preliminary Feasibility Study. (Staff: Shaunna Murray)

RECOMMENDATION:

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

Receive an update on the Castroville & Eastside Canals and Alternatives Preliminary Feasibility Study.

SUMMARY/DISCUSSION:

Background

In 2025, Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) initiated the Castroville & Eastside Canals and Alternatives Preliminary Feasibility Study (C&E Study) to evaluate surface water diversion opportunities from the Salinas River that could support Sustainable Groundwater Management Act (SGMA) implementation. The work is funded through the Department of Water Resources Sustainable Groundwater Management (SGM) Implementation Grant and is being conducted collaboratively with the Monterey County Water Resources Agency (MCWRA).

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4. Provide In-Lieu Supply to Reduce Pumping from Seawater Intruded Areas and Deep Aquifers.

If any of the project concepts are ultimately constructed, they could partially contribute to the solution to one or more of the groundwater goals.

Discussion

Building on Phase 1 findings, the potential project scenarios were developed using MCWRA's existing water right permit 11043 (Permit 11043) with a modification to add storage, and potentially other modifications. The first phase of the C&E Study also looked at new water

rights as potential sources of surface water. A new water right would be last in priority, limiting surface water availability to large and infrequent events. In addition, the timeline and uncertainty around acquiring a new water right does not align with the SGMA deadlines.

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Diversion opportunities typically occur December-April, averaging less than 15% of days per year. Diversion potential depends on diversion facility size and ranges from 1,100 to 31,700 AF/year. A diversion facility comparable to the Salinas River Diversion Facility would have resulted in an average of 3,800 AF/year at the diversion point near Chualar. The largest facility, 400 cfs, has an average diversion potential of 31,700 AF/year.

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Potential Project Scenarios

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 - Convey to recharge basins in the Central Eastside Subbasin
 - Beneficial use consistent with existing Permit 11043 for irrigation and municipal use.

2. Raise Groundwater Levels in Northern Eastside Subbasin
 - Divert water at Castroville Canal Intake
 - Convey to surface storage in the Northern Eastside (2 versions)
 - Treat at new water treatment plant (2 versions)

- Convey and inject into Eastside Subbasin
 - Beneficial use consistent with existing Permit 11043 for irrigation and municipal use.
3. Stop Seawater Intrusion in 400-Foot Aquifer
- Divert water at new location downstream of the Castroville Canal Intake
 - Convey to surface storage in northern 180/400 Subbasin
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 - There is uncertainty about consistency with existing beneficial uses associated with Permit 11043 and the ability to modify those to address seawater intrusion.
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Salinas Valley Basin Groundwater Sustainability Agency

FINANCING:

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

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



Castroville & Eastside Canals and Alternatives Preliminary Feasibility Study

MCWRA Board of Directors Meeting
February 17, 2026

Collaborative Effort

Castroville & Eastside Canals and Alternatives Preliminary Feasibility Study (C&E FS)

- Prepared by Montgomery & Associates, MBK Engineers, Wallace Group, Denise Duffy & Associates
- Produced for Salinas Valley Basin Groundwater Sustainability Agency and Monterey County Water Resources Agency

Castroville and Eastside Canals and Alternatives Roadmap

- Focused on Permit 11043; inclusive of other water right alternatives
- Identify project concepts to divert surface water from the Salinas River
- Four groundwater goals

Timeline:

June 2025 – Sep 2025

October 2025 – March 2026



Phase 1 Deliverables

1. Permit 11043 document review and evaluation of feasibility of modification or a new water right **(MBK)**
2. Historical document review of proposed projects **(M&A & WG)**
3. Technical components identification for project concept development **(WG)**
4. Historical flows analysis to estimate approximate timing and amount of surface water available for diversion **(M&A)**

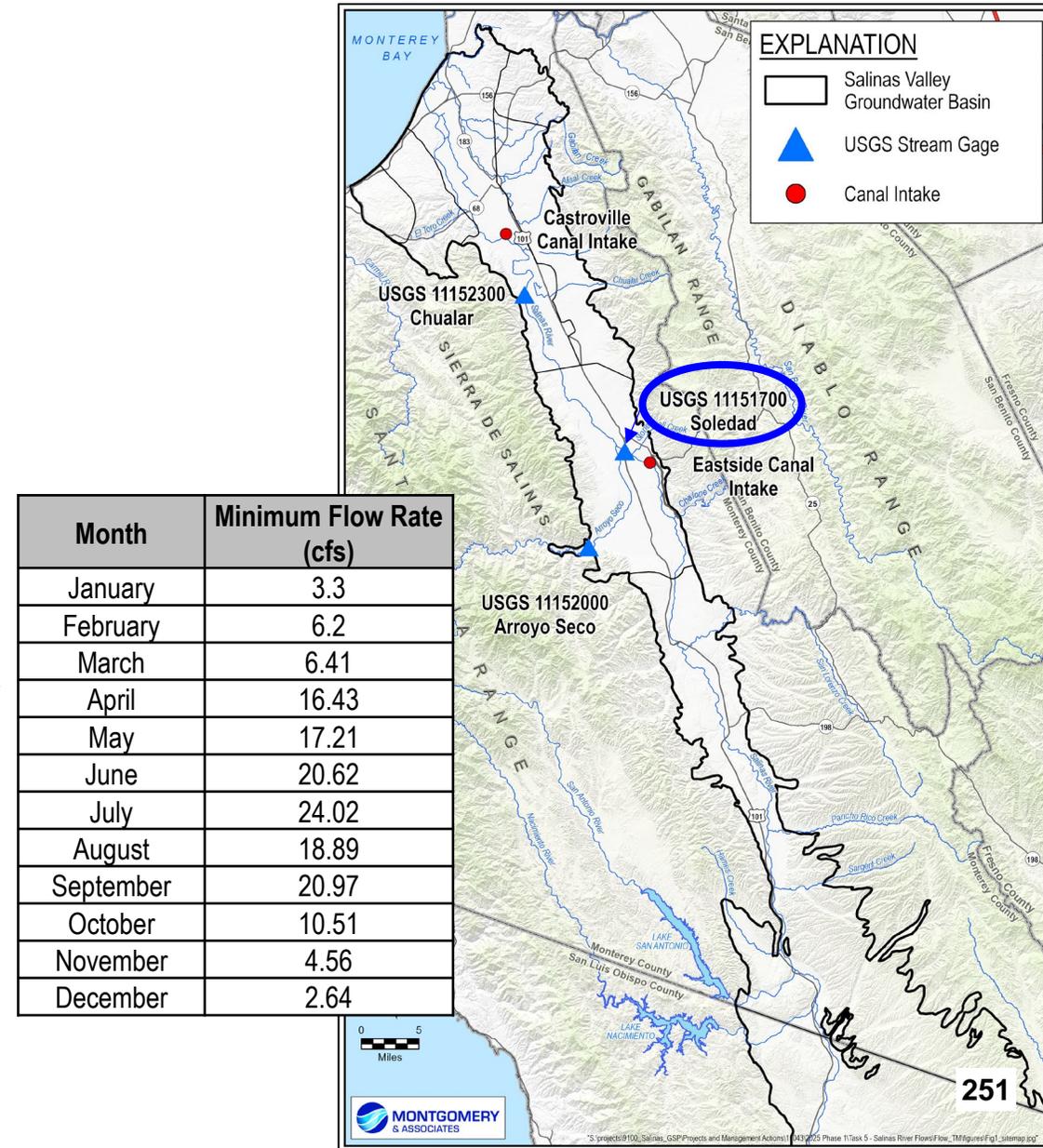
Available here: <https://svbgsa.org/castroville-and-eastside-canals-and-alternatives/>

Permit 11043 Review

- Priority date 1949, permit issued in 1957
- Direct diversion (does not authorize storage)
- Points of diversion: Castroville Canal Intake and Eastside Canal Intake locations
- Purposes of use: irrigation and municipal
- Have been potential revocation efforts since issuance
- 2013 settlement agreement, partial revocation to 135,000 AFY

Permit 11043 Review

- Permit allows diversion up to 400 cfs, up to 135,000 AF annually
- Divertible water limited to portion of excess, natural flows (i.e. NOT reservoir releases intended to meet requirements or SRDF demand)
- Specifies minimum flow rate to bypass the Soledad Gage
- Outstanding petitions for change and extension of time



Permit 11043 Review

- Permit currently has outstanding Petitions with the SWRCB
 - Petition for Extension of Time
 - Petition for Change

} Related to timeline/milestones, recommended by SWRCB
- Modified permit cannot be used until:
 - Petitions are updated (e.g. adding underground storage, further extending time, removing/adjusting unapplicable permit terms)
 - Petitions are approved - CEQA process is completed, public protests are resolved (may involve SWRCB hearing)

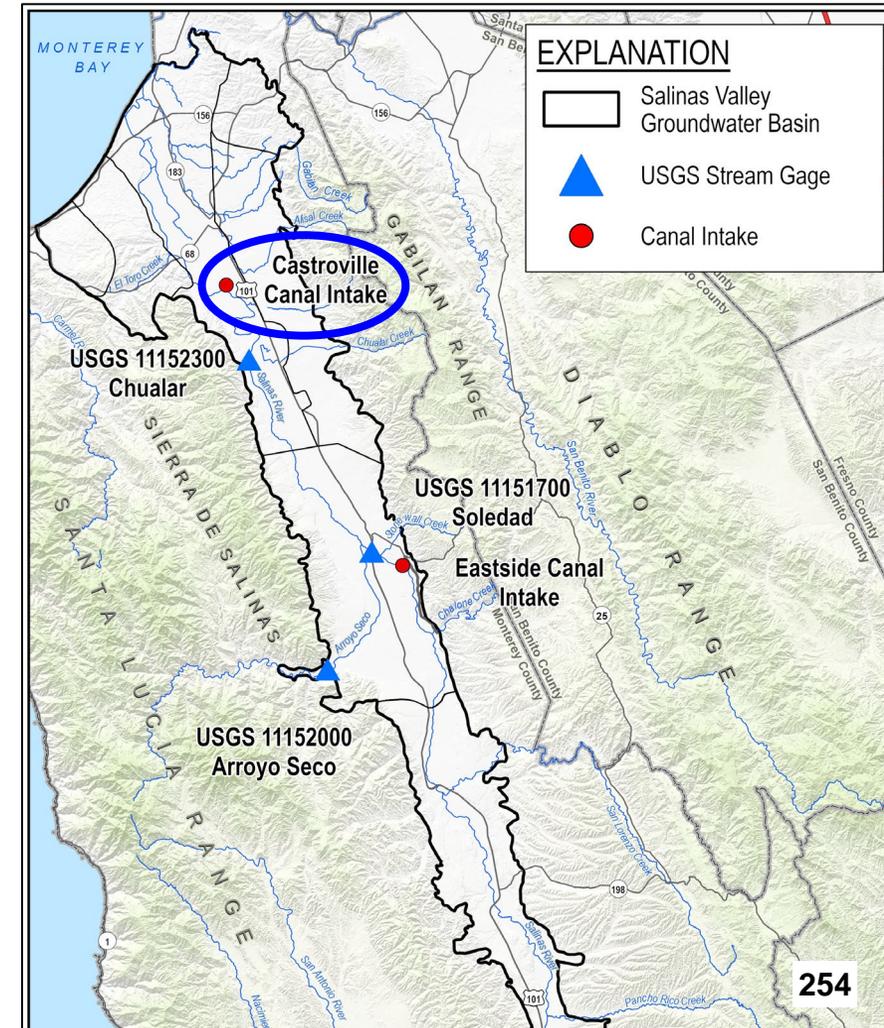
Groundwater Goals – Potential Project Scenarios

1. Raise groundwater levels in Central/Southern 180/400 and Eastside Subbasins
2. Raise groundwater levels in Northern Eastside Subbasin
3. Stop seawater intrusion
4. Provide in-lieu supply to reduce pumping from seawater intruded areas and Deep Aquifers

* C & E could partially meet one or more GW goals. *

All Project Scenarios: Focus on Permit 11043 with Modification to Add Storage

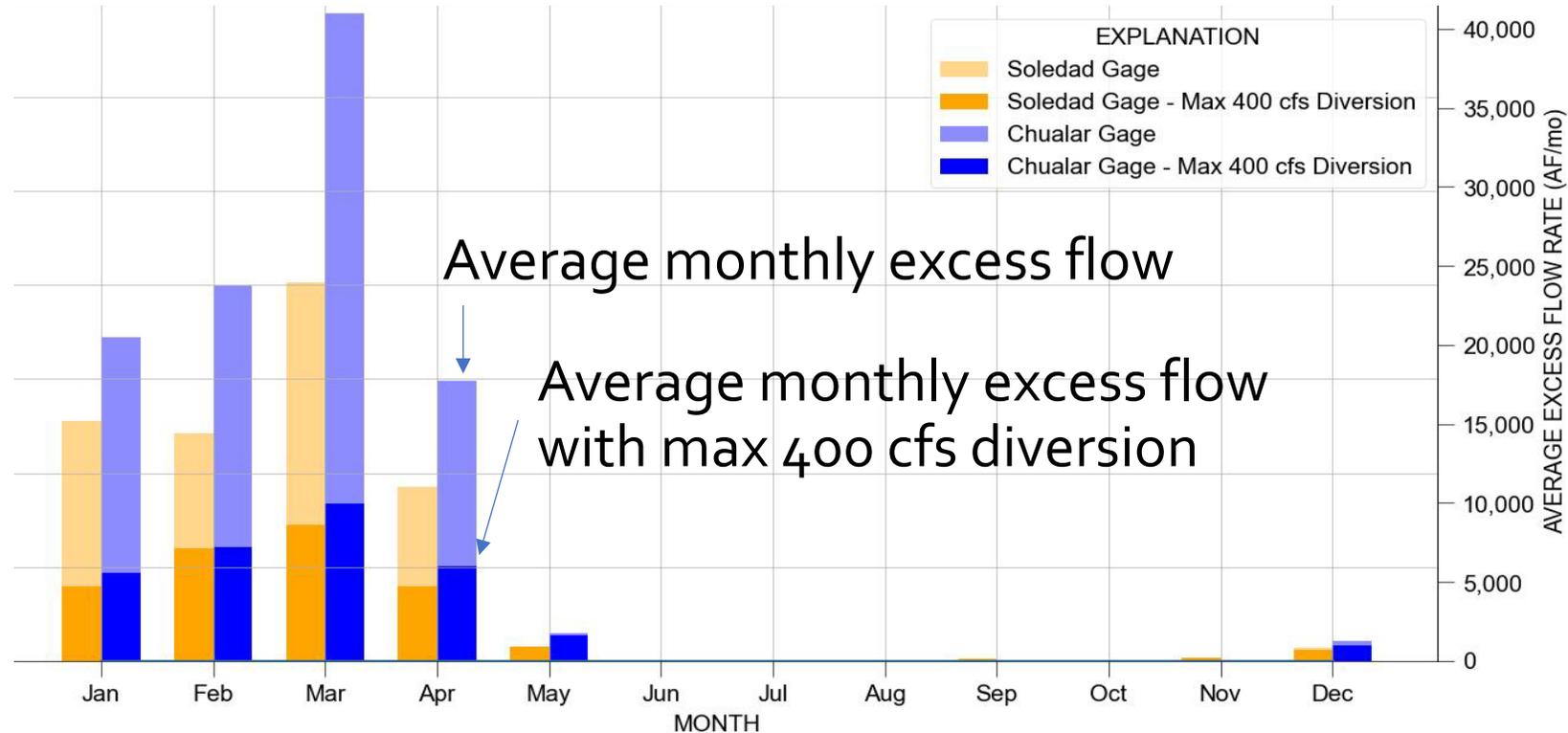
- New water right would be last in priority, limiting flow availability to large infrequent events. Timeline for acquiring new right does not align with SGMA timeframe.
- Without storage, project benefits are limited by timing of available flow and timing not aligned with demand.
- Focus on Castroville Intake and a potential new downstream location because closer to groundwater challenges.



All Project Scenarios: Available Salinas River Flows

- Permit allows diversion up to 400 cfs, up to 135,000 AF annually
- Divertible water limited to portion of excess, natural flows (i.e. NOT reservoir releases intended to meet downstream flow requirements)
- Project cannot interfere with existing operations.
 - Stored reservoir water is already committed to existing projects
 - Shallow well fields would have to be pumped after downstream flow requirements are met
 - Others

All Project Scenarios: Permit and Infrastructure Constraints



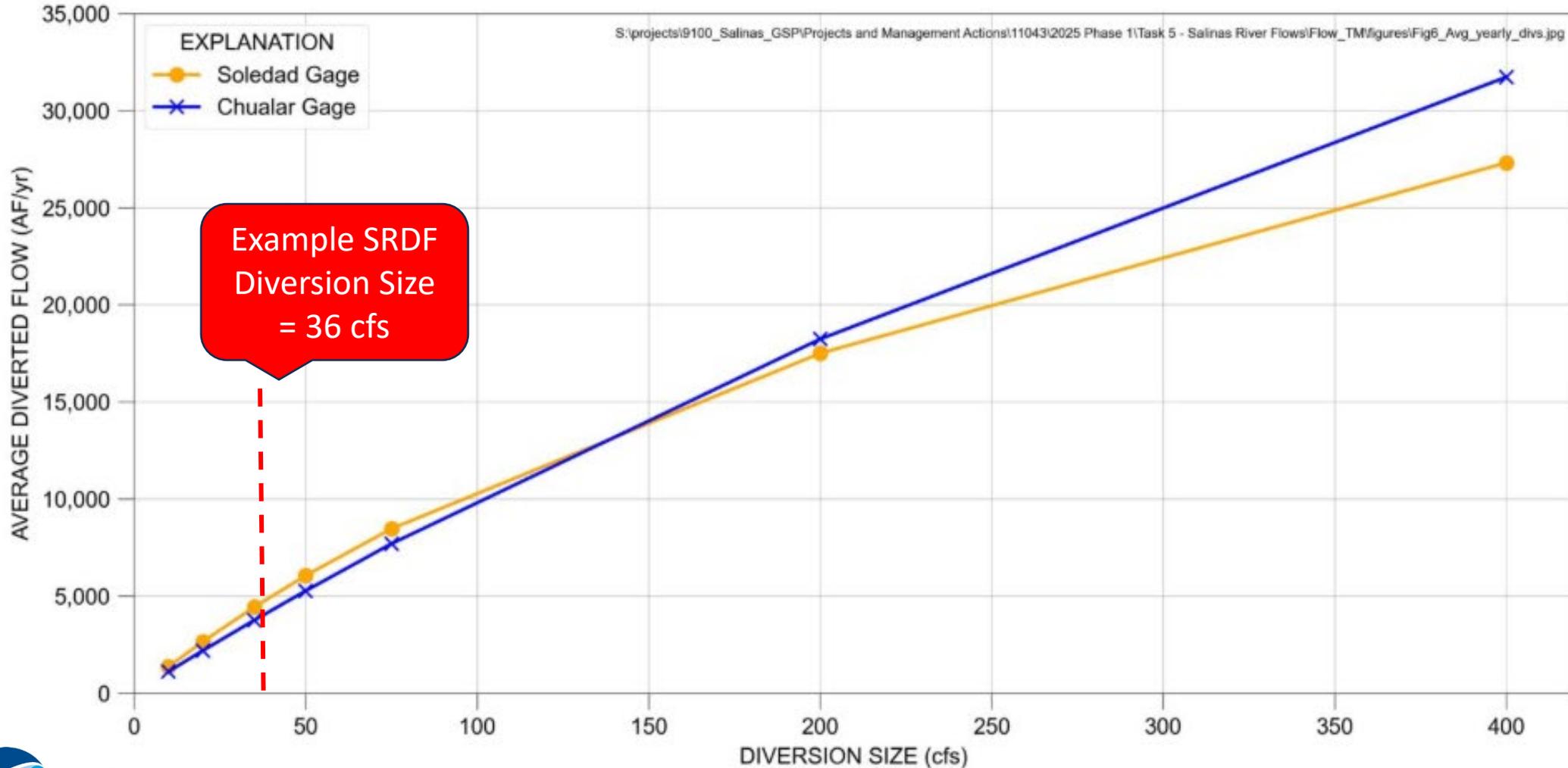
Average for Water Years 2000 - 2024

On average
roughly 120,000
acre-feet per
year flowing to
the ocean

Above 400 cfs
diversion - not
"usable flow"

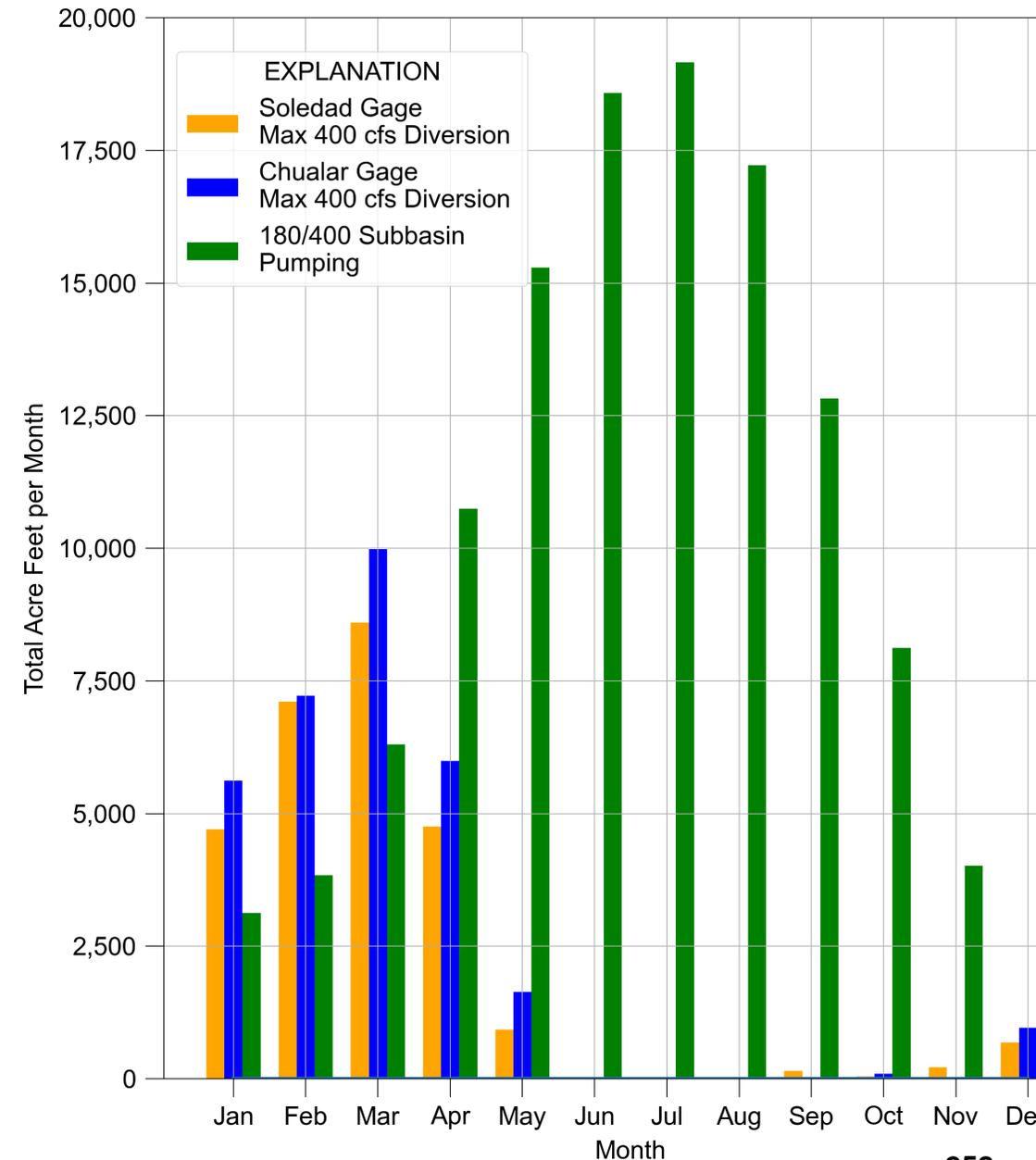


All Project Scenarios: Diversion Size Determines Maximum Diversion Volume



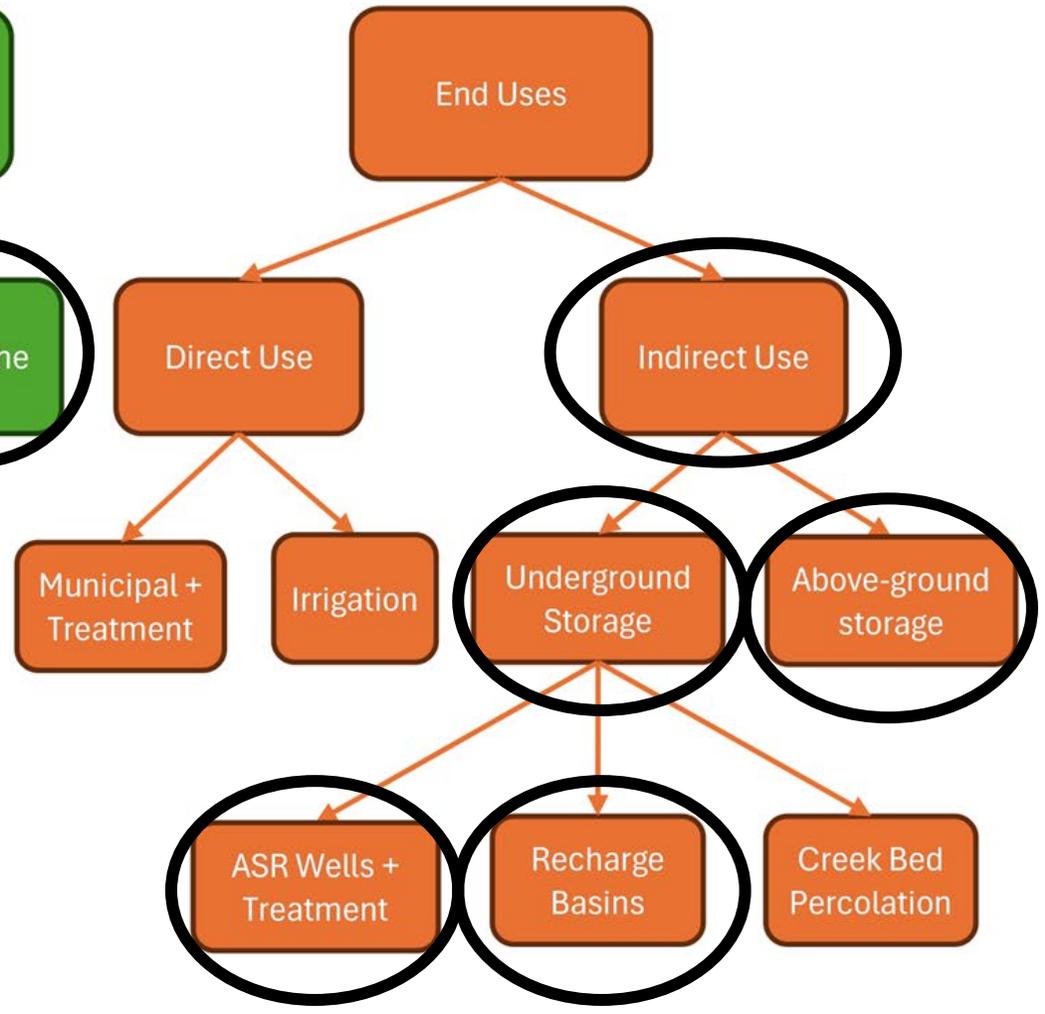
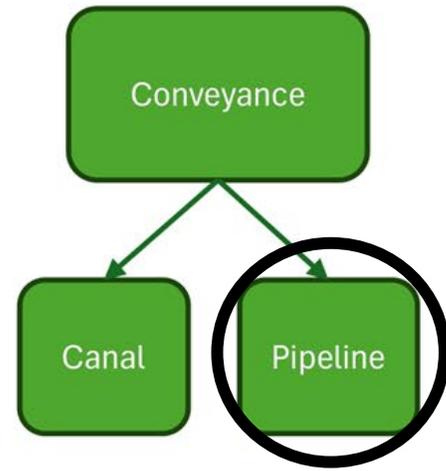
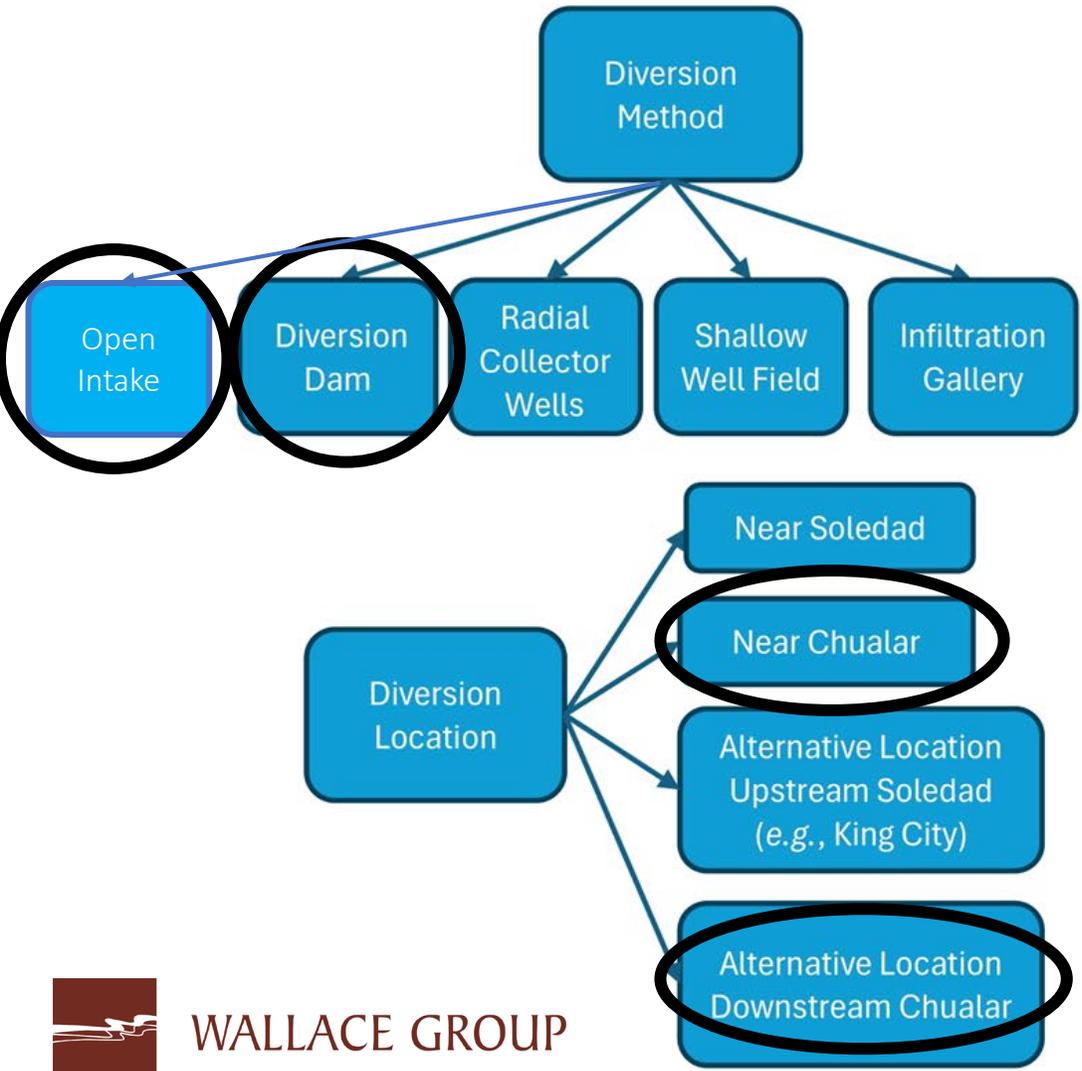
Excess Flows in Winter When Demand is Low

- Timing of excess flow and 180/400 Subbasin extraction is offset
- Diversion varies year to year, with no potential flow available to divert in some years
- Further studies will refine estimates of potential diversion amounts



All Project Scenarios: Project Scenarios: Technical Considerations

Used in 4
Project
Scenarios



All Project Scenarios: Infrastructure Evaluation

Streamflow → Storage → Treatment

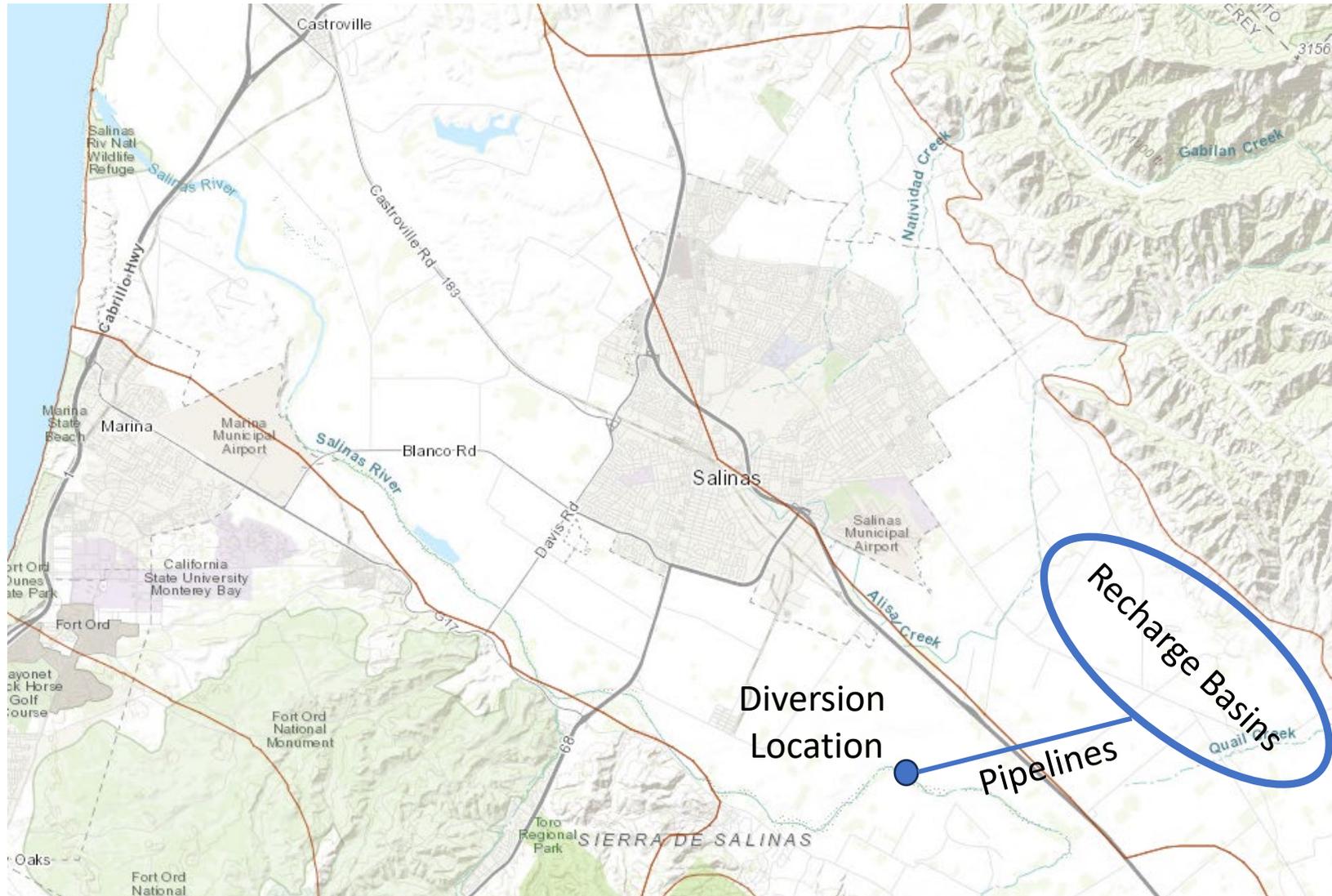
Streamflow → if seasonal or variable, increase storage

Storage → if limited, increase size of treatment facility

Treatment → if limited (budget), increase storage

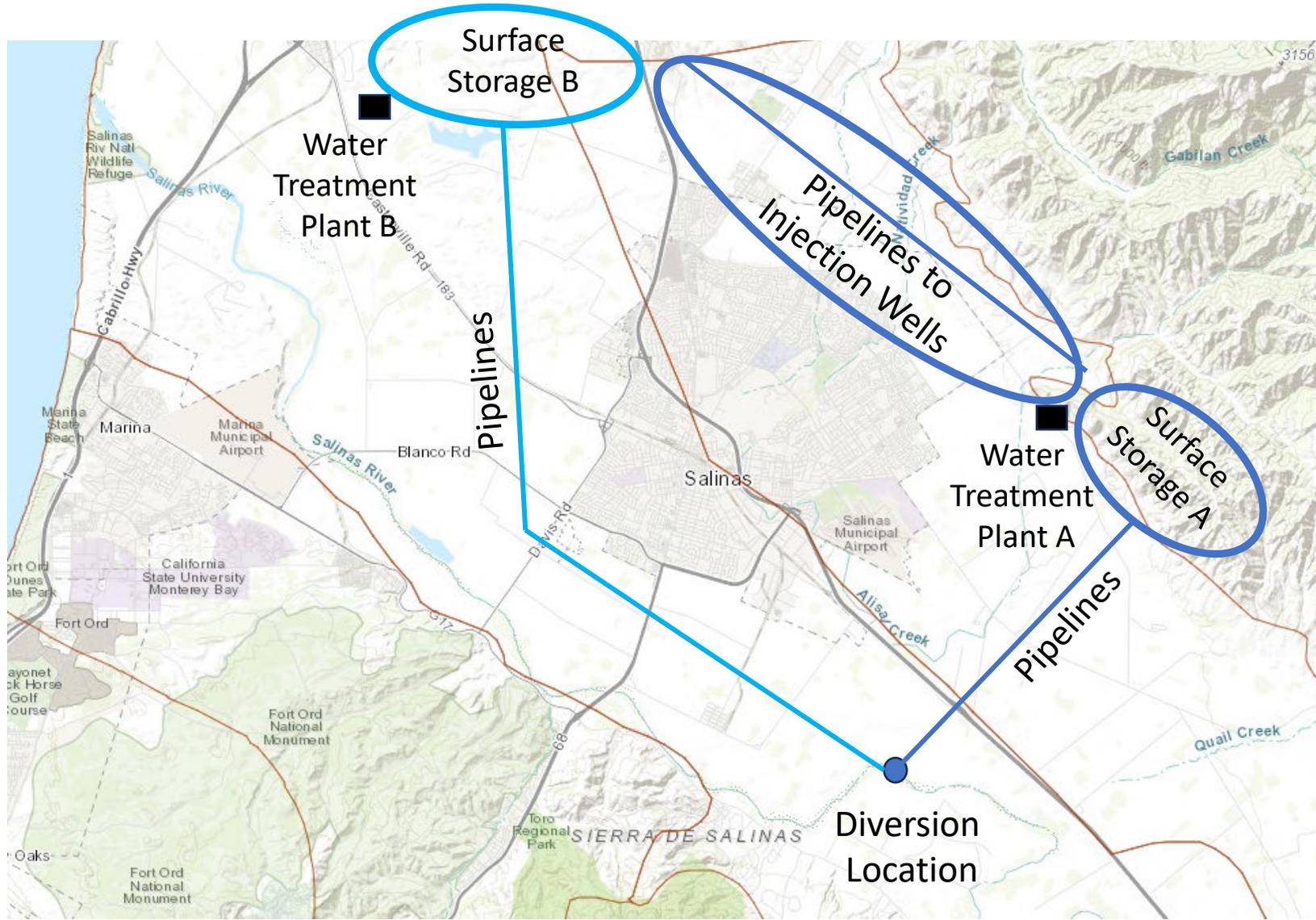
Rate of treatment and injection rates influence required storage

Scenario 1. Raise groundwater levels in Central Eastside Subbasin



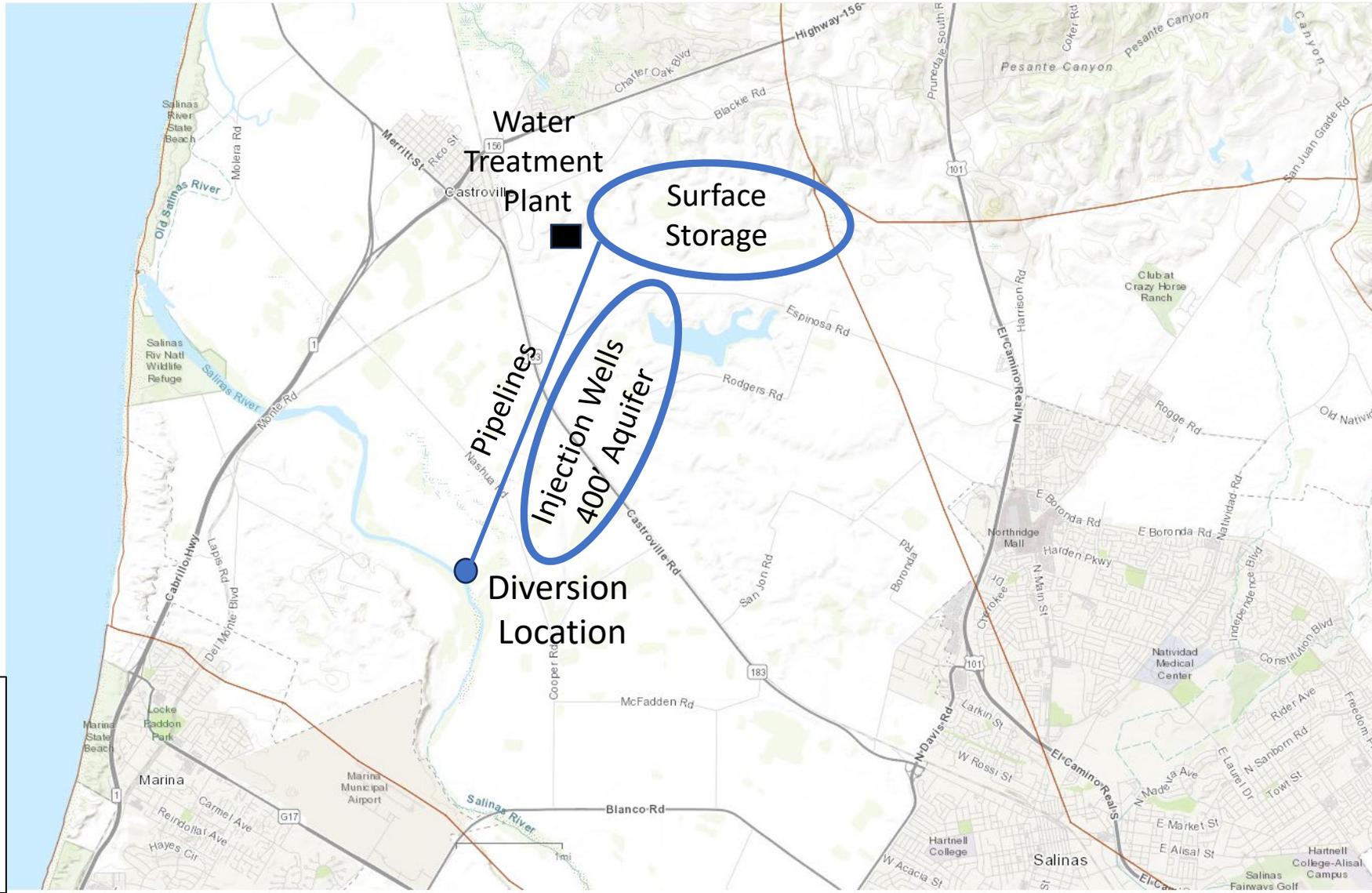
All locations of project scenario components are draft and under development

Scenario 2. Raise groundwater levels in Northern Eastside Subbasin (2 versions)



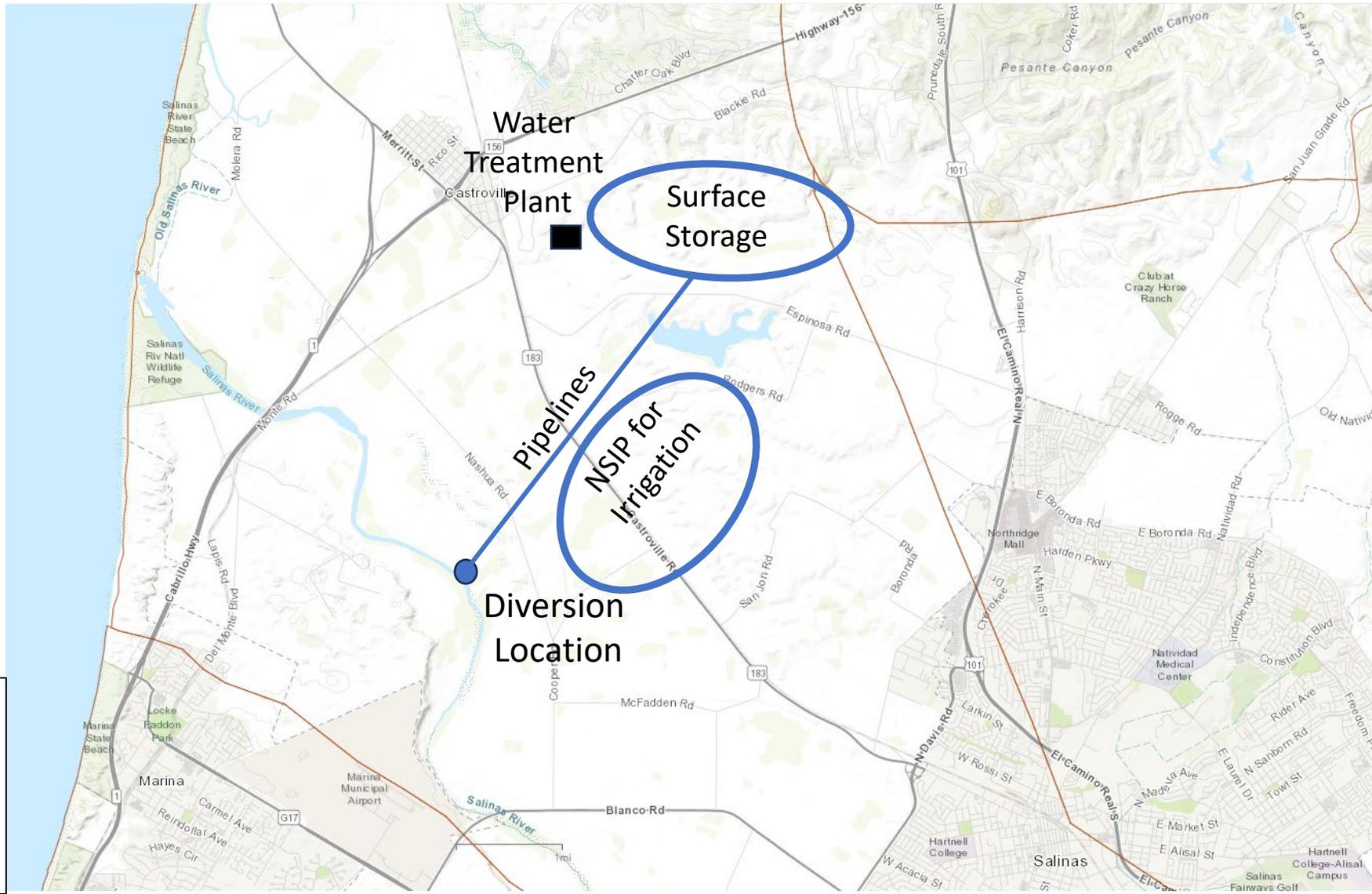
All locations of project scenario components are draft and under development

Scenario 3. Stop Seawater Intrusion in 400' Aquifer



All locations of project scenario components are draft and under development

Scenario 4. Provide in-lieu supply to reduce pumping from seawater intruded areas and Deep Aquifers



All locations of project scenario components are draft and under development

Next Steps and Environmental Review

- **Project scenarios need to be evaluated through current conditions and regulatory and environmental requirements.**
 - Permit 11043 doesn't include current physical constraints and environmental requirements. Bypass requirements may be reanalyzed.
 - A barrier style diversion structure will have additional environmental requirements.
- Conduct high-level engineering feasibility and cost analysis of key scenarios
- Model project scenario impacts on groundwater conditions relative to Sustainable Management Criteria (SMC)
- Complete feasibility study and submit to DWR
- Incorporate findings into Integrated Implementation Strategy



Questions and Comments

Emily Gardner
Deputy General Manager

Gardnere@svbgsa.org



County of Monterey

Item No.8

Board Report

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

Legistar File Number: WRAG 26-038

February 17, 2026

Introduced: 2/9/2026

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Receive an update on the New Seawater Intrusion Project (NSIP) Feasibility Study. (Staff: Shaunna Murray)

RECOMMENDATION:

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

Receive an update on the New Seawater Intrusion Project (NSIP) Feasibility Study.

SUMMARY/DISCUSSION:

Background

The DWR Sustainable Groundwater Management Round 2 Salinas Valley Implementation Grant (SGM R2-S) includes funding for feasibility studies of alternative supplies, including the expansion of the Castroville Seawater Intrusion Project (CSIP), hereafter referred to as New Seawater Intrusion Project (NSIP). The Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) has been developing the NSIP feasibility study with support from MCWRA, Carollo Engineering and Schaaf and Wheeler Consulting Civil Engineers.

Discussion

One of the projects identified in the 180/400-Ft. Aquifer Subbasin and Eastside Aquifer Subbasin Groundwater Sustainability Plans is an expansion of CSIP to serve additional agricultural lands with new water supplies to offset groundwater use. The NSIP study is evaluating both CSIP expansion and a new, potentially separate distribution system with its own dedicated infrastructure (e.g. pipes, pumps, turnouts, storage, diversion and treatment facilities).

The purpose of this study is to 1) investigate potential source waters; 2) identify and prioritize areas/users that could be served by the new sources and the ability to expand the delivery of in lieu supplies to meet irrigation demands in areas at risk of seawater intrusion; 3) evaluate infrastructure needs and sizing for serving new users; and 4) develop alternatives for paired source waters and infrastructure systems and estimate costs.

The NSIP study area encompasses portions of the 180/400-Foot Aquifer Subbasin and Eastside Subbasin where demand is concentrated in the 400-foot aquifer and Deep Aquifers and it covers the areas experiencing or at risk of seawater intrusion. Work to date on the NSIP feasibility study has included evaluating the availability, timing, and quality of potential source waters, identifying irrigation demands and geographic areas where groundwater offset would provide the greatest benefit, understanding the infrastructure needs, and developing conceptual alternatives that can be used to

estimate costs and guide next steps.

Multiple potential source waters have been considered, including maximizing use of secondary effluent, Salinas industrial wastewater, the Reclamation Ditch, Blanco Drain, Tembladero Slough, and Permit 11043. Historical data from 2019-2024 show that while meaningful volumes of supply are available, availability is highly seasonal, with excess water largely occurring during winter months. In addition, water quality is a consideration. For planning purposes, the analysis assumes that NSIP deliveries would need to match existing CSIP water quality, implying the likely need for treatment or blending to ensure suitability for agricultural uses.

Groundwater demands in the NSIP study area, using five-year average well usage data from 2019-2024, total approximately 28,000 acre-feet of average annual pumping for irrigation. The demand analysis identified that the 400-foot aquifer accounts for the largest portion of use (over 13,700 AF). Deep Aquifers pumping is approximately 4,600 AF, and the 180-foot aquifer represents a comparatively smaller share of demand.

Three conceptual scenarios have been identified to evaluate different scales and strategies for groundwater offset.

- Scenario 1 - Maximum NSIP System: This scenario would serve all wells within the NSIP area and offset approximately 27,600 AF per year in demand from 251 wells. requiring extensive infrastructure, including roughly 31 miles of transmission main and 42 miles of laterals. Because supply availability does not align with peak irrigation demand, this alternative would require significant seasonal storage-approximately 18,000 AF-to make winter supplies available during the primary growing season. All of the source waters investigated, including diversions under Permit 11043, would be needed to support this system.
- Scenario 2 - Wells within the 500 mg/L Intruded Zone: This more targeted alternative focuses on wells already within the mapped seawater intrusion area. It would serve approximately 88 wells with an average annual demand of about 11,000 AF. Infrastructure requirements are reduced with about 12 miles of transmission main and 10 miles of laterals. Under this scenario, direct delivery could offset roughly 60% of total annual demand, with the remainder requiring approximately 4,500 AF of storage. This scenario does not rely on Permit 11043.
- Scenario 3 - CSIP Expansion: This scenario evaluates expanding the existing CSIP system to take advantage of excess winter recycled water supplies. Estimates suggest that excess supply in November could serve approximately 860 AF of wintertime demand, with potential interties at three locations using large-diameter pipelines. While this approach cannot fully address summer peak demand, it offers a lower-cost, incremental opportunity to reduce groundwater pumping during periods when supply is available.

Next steps for advancing the NSIP effort include preparing order-of-magnitude cost estimates for treatment, pipelines, and storage, evaluating the feasibility of using Lake Merritt or other storage concepts, completing the feasibility report describing the evaluated alternatives, constraints, and

trade-offs, conducting groundwater modeling for at least one representative scenario, and identifying decision points and actions required if the project moves toward implementation. NSIP is aimed at balancing groundwater protection benefits with realistic supply, infrastructure, and operational constraints. These more targeted or incremental approaches offer practical near-term benefits with lower complexity. However, NSIP will not achieve the minimum threshold for seawater intrusion on its own without additional projects or management actions.

OTHER AGENCY INVOLVEMENT:

Salinas Valley Basin Groundwater Sustainability Agency

FINANCING:

The feasibility study work, including consultants and staff participation, is funded by the Sustainable Groundwater Management Round 2 grant between DWR and SVBGSA. The MCWRA staffing appropriations are funded through a subgrant agreement with the SVBGSA and are included in the FY2025-26 Adopted Budget and will not require any additional funding needs.

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

Approved by: _____

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



County of Monterey

Item No.

Board Report

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

Legistar File Number: WRAG 26-038

February 17, 2026

Introduced: 2/9/2026

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

Approved by: _____

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

SVBGSA

New Seawater Intrusion Protection (NSIP) Project

Presentation

MCWRA Board of Directors

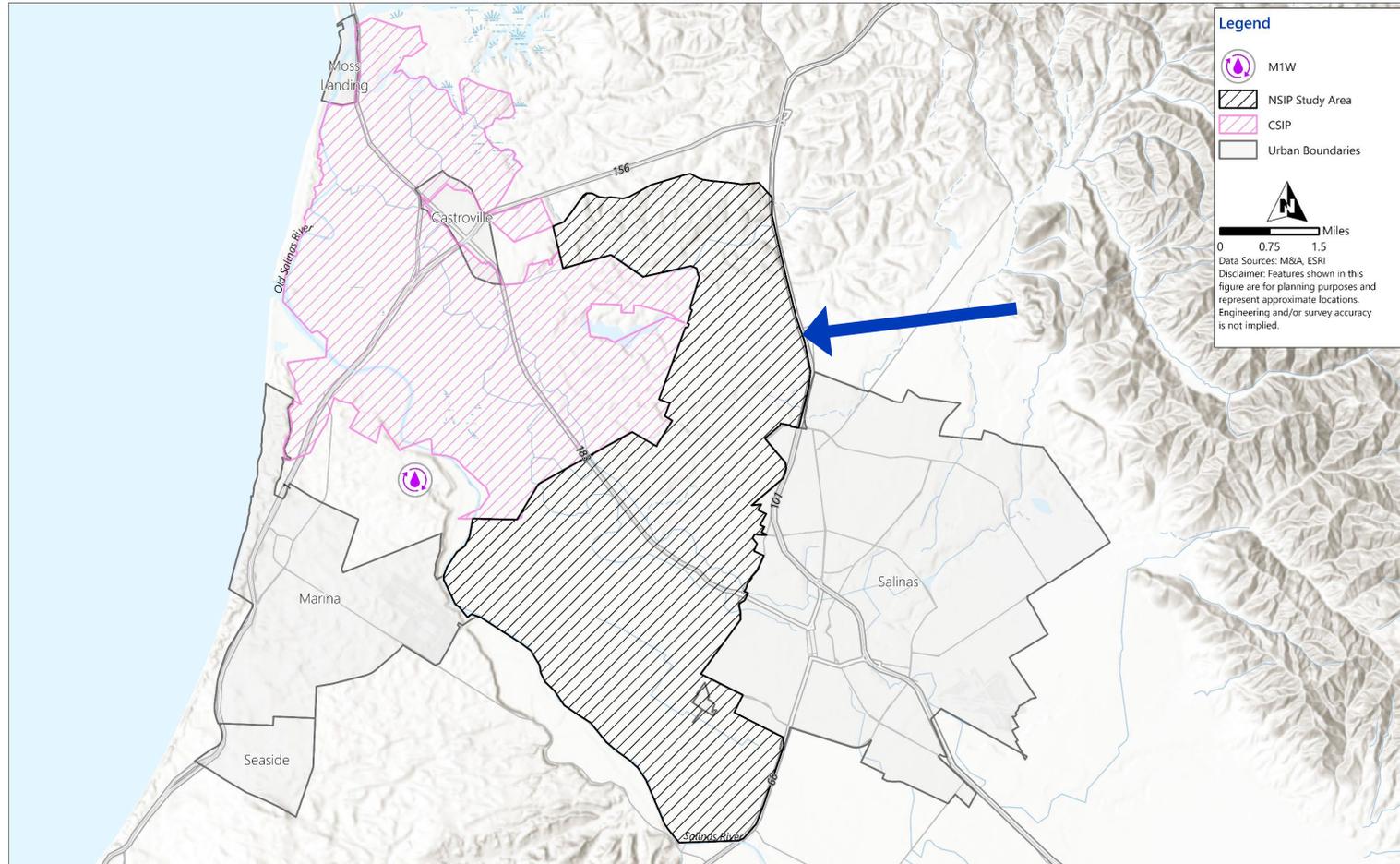
February 2026



Project Goals

1. Investigate potential source water that can be utilized to offset groundwater pumping.
2. Identify and prioritize areas/users that could be served by potential sources – focused on demands in areas at risk of SWI.
3. Identify infrastructure needs and siting for serving new users.
4. Develop alternatives for paired source waters and infrastructure systems that will be used to estimate project costs.

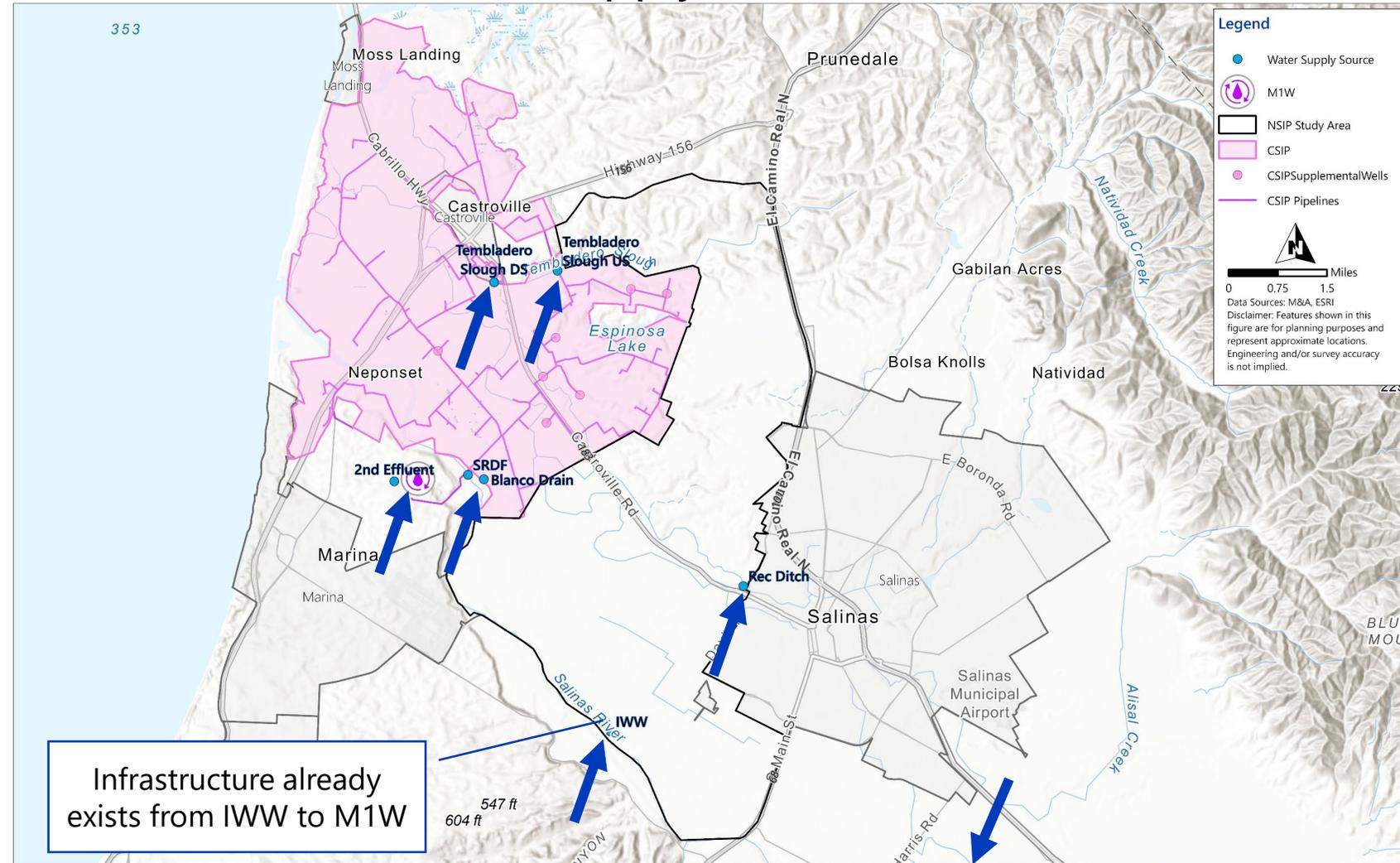
Area of NSIP Focus



Source Water Usability

Supply Locations

- Where is it located?
- What is available when?
- How does the quality look



Source Water Investigation

- MCWRA evaluated existing water sources and their seasonal availability and water right restrictions.
- Sources with average total acre-foot volume available*:
 - » Secondary effluent from M1W: **5,320 AF**
 - » Permit 11043: **13,080 AF**
 - » Salinas Industrial Wastewater: **2,890 AF**
 - » Reclamation Ditch: **800 AF**
 - » Blanco Drain: **1,110 AF**
 - » Salinas River Diversion Facility (SRDF): **1,440 AF**
 - » Tembladero Slough: **1,135 AF**

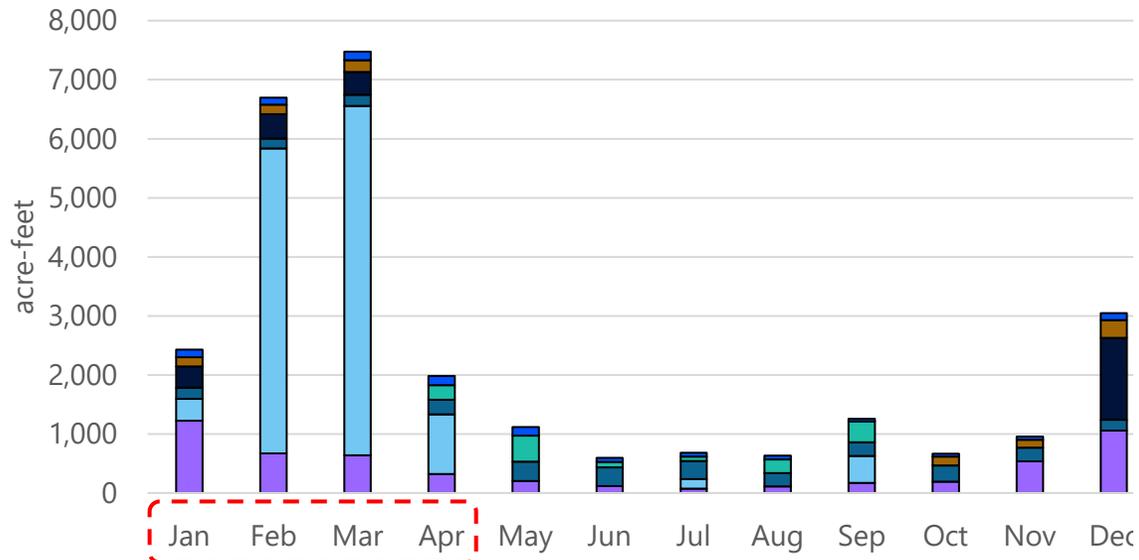
*Sum total of monthly averages between 2019 - 2022

Supply Sources – When is it available? (2019 – 2024 Monthly Ag.)

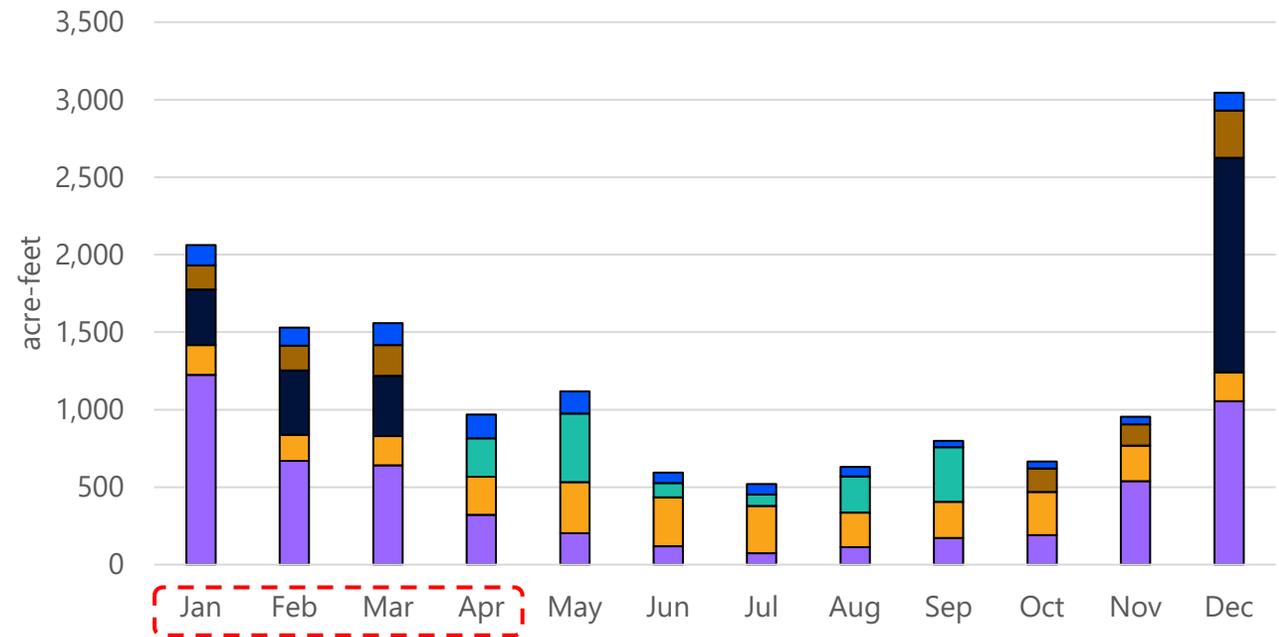
Order of Magnitude



Available Water Stats
By Month & Source
Calendar Year
2019 - 2024



Available Water Stats
By Month & Source
Calendar Year
2019 - 2024



- 2nd Effluent Aver
- Rec Ditch Aver
- Tembladero Slough
- Permit 11043 Aver
- Blanco Drain Aver*
- IWW Aver
- SRDF Average

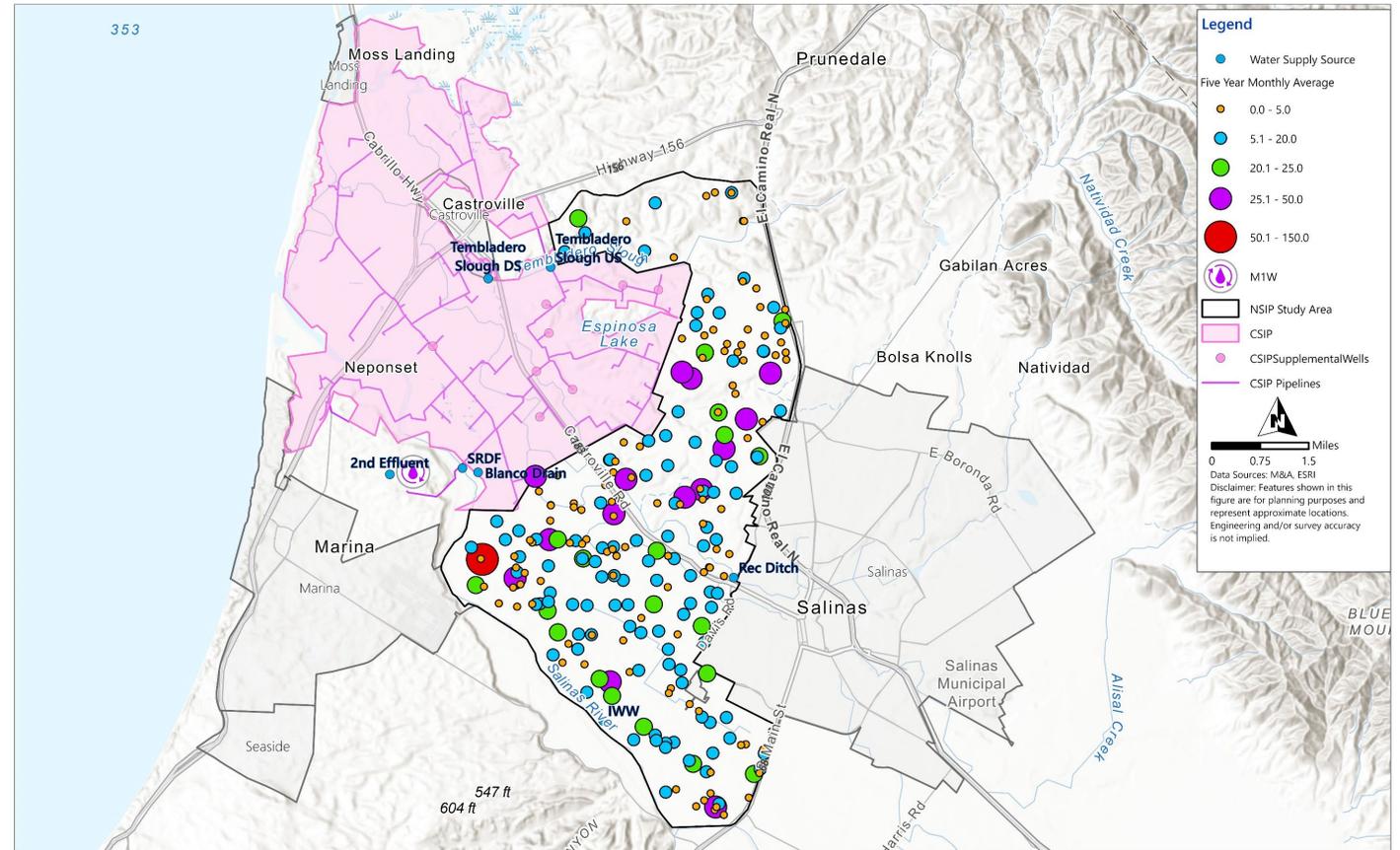
- 2nd Effluent Aver
- Blanco Drain Aver*
- SRDF Average
- Rec Ditch Aver
- Tembladero Slough

Quality Concerns

- Elevated levels of:
 - » TDS (Chlorides/Sulfates)
 - » Nitrate
 - » Arsenic
 - » Manganese
 - » Iron
- Assumption is to match CSIP existing quality

Total NSIP Study Area Current Well Pumping

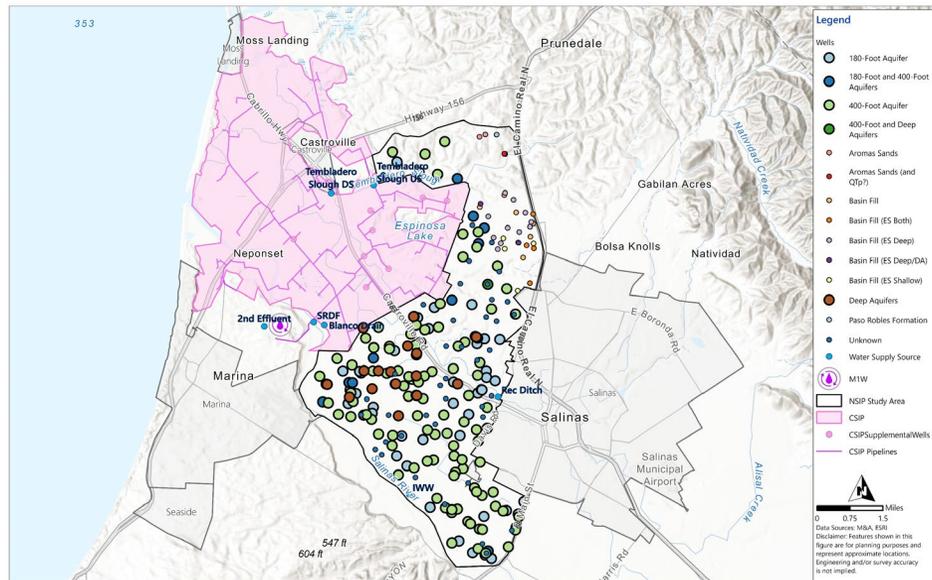
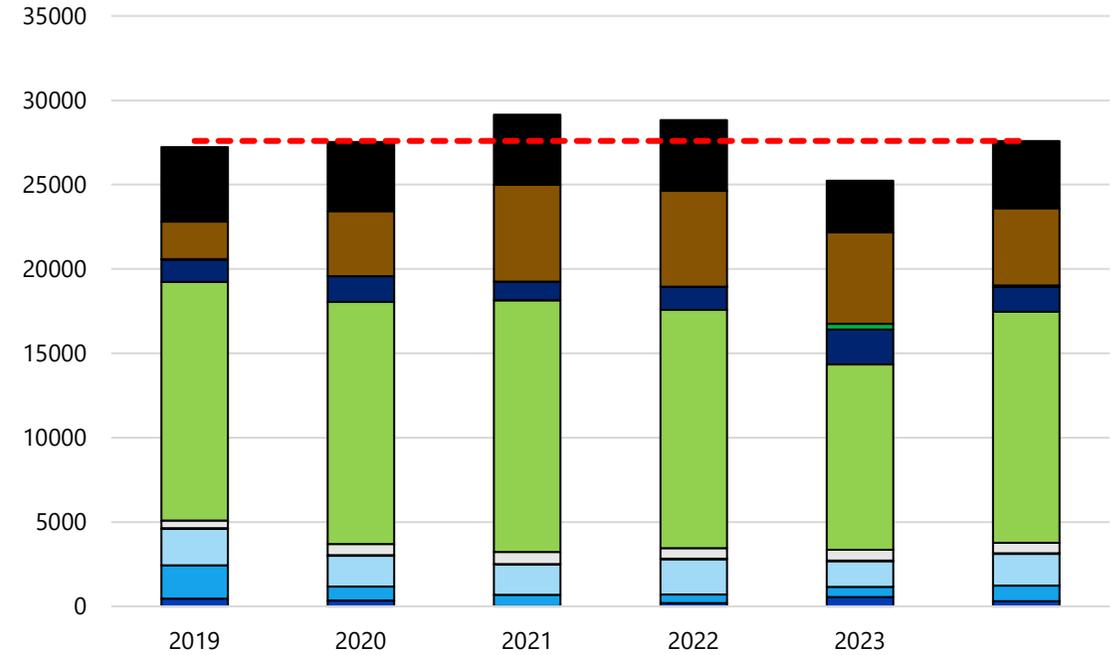
- 5-Year average pumping is about 28,000 AF.
- Average well usage is about 10 AF/month
 - » Max of avg. use 127.2 AF/month
 - » Min of avg. use <1 AF/month



Demand Evaluation

- Where is the Demand?
 - » 180-foot Aquifer = 1,880 AF
 - » 400-foot aquifer = 13,700 AF
 - » Deep Aquifers = 4,600 AF
- Avg. Usage for Deep/400-foot
- “Unknown” aquifers, represent wells with poor screening data therefore unable to identify which aquifer they’re in.

5-Year Avg. Demands TOTALS by Aquifer

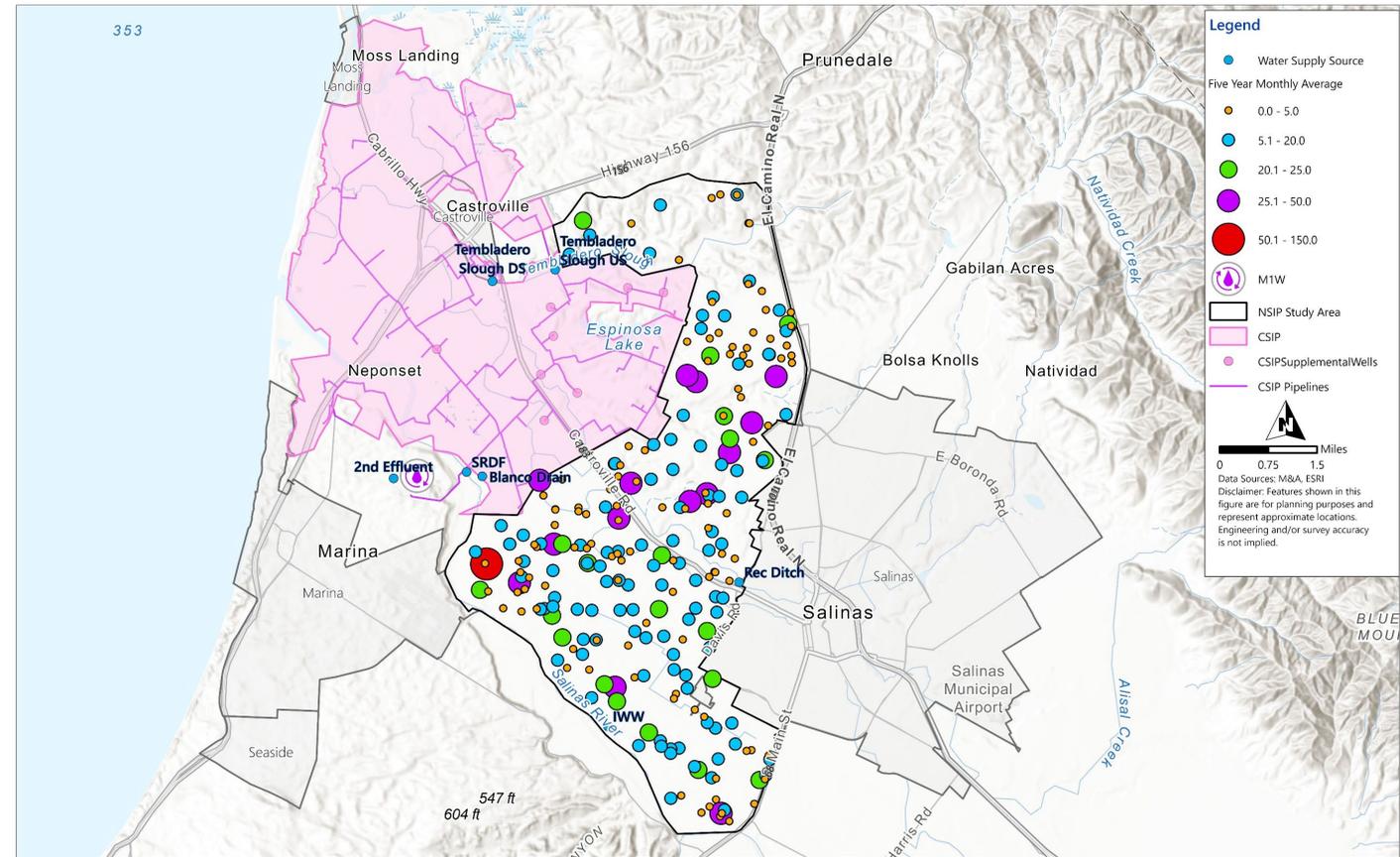


NSIP Scenarios

1. Maximum system size, serving all wells within NSIP Area
2. Serving all wells within 500 mg/L intruded zone
3. Expansion of CSIP, serve what we can.

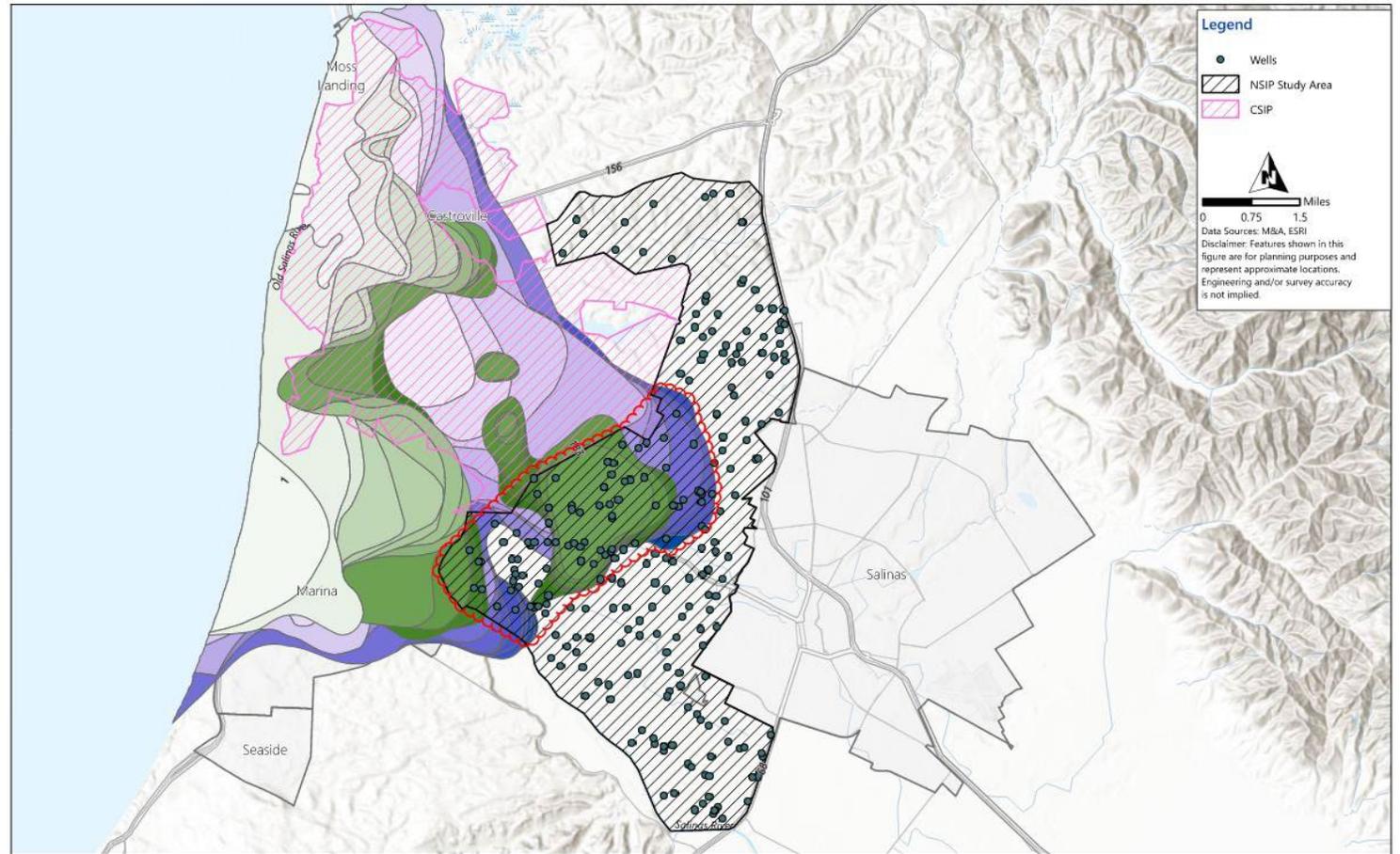
Scenario 1 – Max NSIP System

- Average annual demand \approx 27,600 AF.
- Approx 251 wells with average monthly usage <5 AF to 150 AF
- Approx. 31 miles of transmission main.
- Approx. 42 miles of laterals.
- Assumptions would offset all well usage within NSIP.
- Would require treatment and storage to meet seasonal demands.
- Total Storage requirement of approx. 18,000 AF to serve May through Dec. to break even in Nov.
- Use of all major sources + MCWRA Permit 11043



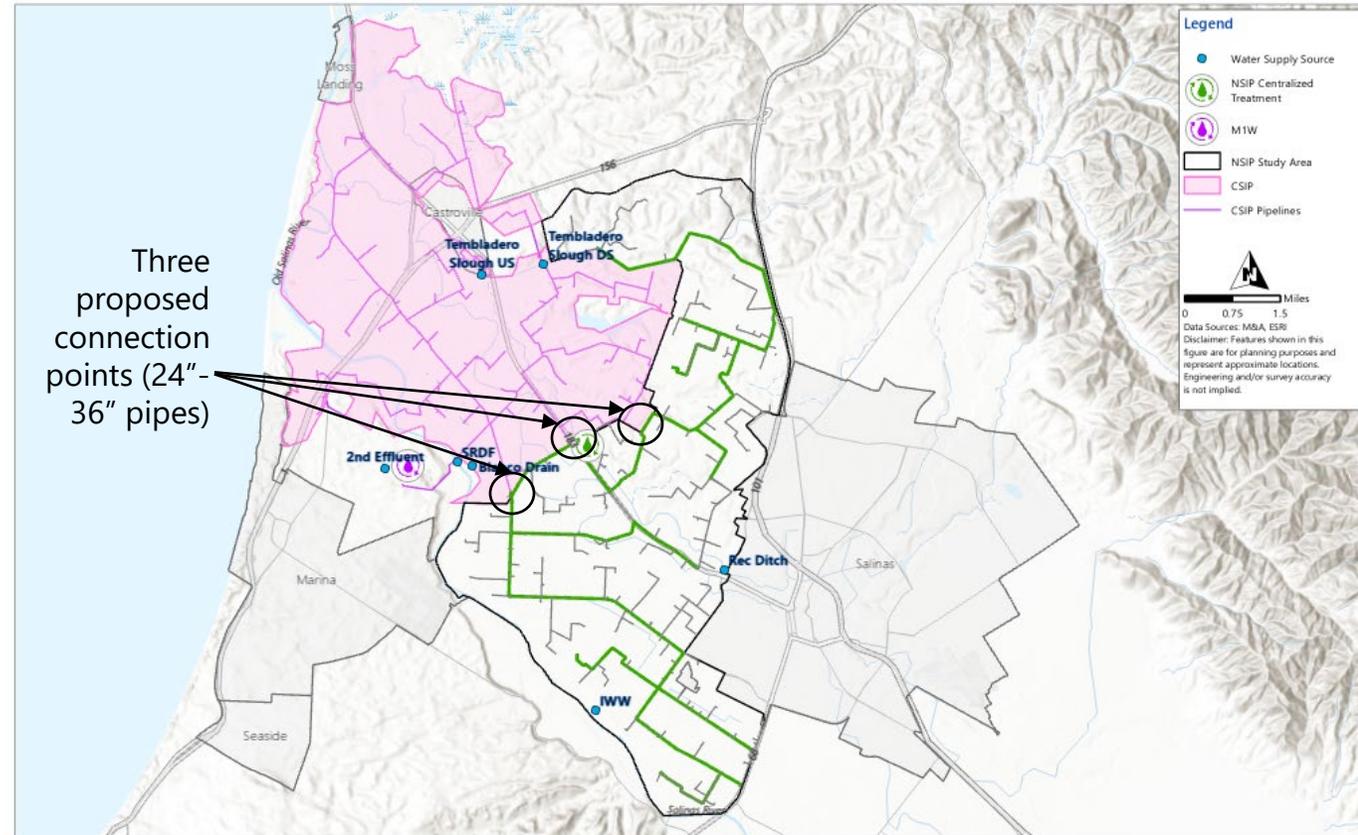
Scenario 2 – All Wells within 500 mg/L Intruded Zone

- Approx. 88 wells within 500 mg/L intruded zone.
- Average Annual Demand \approx 11,000 AF.
- Approx. 12 miles of transmission main.
- Approx. 10 miles of laterals.
- Direct delivery for partial groundwater offset. Approx. 60% of total AAD.
- Storage of approx. 4,500 AF
- Not using Permit 11043



Scenario 3 – CSIP Expansion

- CSIP System has extra supply during off-season.
- Estimated winter production capacity at M1W \approx 10,000 gpm which is equivalent to the Recycled water supply available in November.
- Able to serve off season demands \approx 860 AF in November.
- Potential intertie?



Next Steps for NSIP

- Preparing cost estimates:
 - » Treatment required
 - » Pipelines needed
 - » Storage required
- Report being prepared:
 - » Summary of what evaluated
 - » Issues related to each supply and scenario
 - » GW Modeling of one scenario
 - » Next steps for if want to implement



County of Monterey

Item No.9

Board Report

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

Legistar File Number: WRAG 26-034

February 17, 2026

Introduced: 2/5/2026

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

February and March 2026 Calendars.

February 2026

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

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Feb 1	2	3 2:00pm TAMC RTVA Final TAC Meeting (Microsoft Teams Meeting) - Daisy Ramirez Lopez	4 10:00am Planning Committee - 2026 (Saffron Room - 1441 Schillings Pl, Salinas, CA 93901 or Via Zoom) - MC Water	5 9:00am Manager's Meeting - 2026 (930-WaterResourcesConfRoom) - MC Water	6 9:00am Finance and Administration Committee - 2026 (Saffron Room - 1441 Schillings Pl, Salinas, CA 93901 or Via Zoom) - MC Water	7
8	9	10	11	12 9:00am Manager's Meeting - 2026 (930-WaterResourcesConfRoom) - MC Water	13	14
15	16 Presidents' Day	17 12:00pm Board of Directors Meeting-Feb-2026 (https://montereycty.zoom.us/j/99102594638?pwd=gCu5AhIHPGoebluVlXXJGIEOD8SDlr.1) - MC Water	18	19 8:30am WRA All Hands Meeting - 2026 (Saffron Room (in person)) - MC Water 9:00am Manager's Meeting - 2026 (930-WaterResourcesConfRoom) - MC Water	20	21
22	23	24	25	26 9:00am Manager's Meeting - 2026 (930-WaterResourcesConfRoom) - MC Water 1:30pm Water Resources Advisory Committee - 2026 (Saffron Room - 1441 Schillings Pl,	27	28

March 2026

March 2026							April 2026						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7	5	6	7	8	9	10	11
8	9	10	11	12	13	14	12	13	14	15	16	17	18
15	16	17	18	19	20	21	19	20	21	22	23	24	25
22	23	24	25	26	27	28	26	27	28	29	30		
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15	16 Board of Directors Meeting - 930-Board of Directors 12:00pm Board of Director's	17	18	19 8:30am WRA All Hands Meeting - 2026 9:00am Manager's Meeting - 2026 10:30am Joint Water	20	21
22	23	24	25	26 9:00am Manager's Meeting - 2026 (194-Tarragon) - MC 1:30pm Water Resources Advisory	27	28
29	30	31 Cesar Chavez Day	Apr 1	2	3	4



County of Monterey

Item No.10

Board Report

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

Legistar File Number: WRAG 26-035

February 17, 2026

Introduced: 2/5/2026

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

1. Personnel
2. Groundwater Monitoring Program
3. Dam Safety & Operations Future Funding Strategy

Personnel:

First, I'd like to welcome Yolanda Maciel, our new Senior Secretary. Yolanda joined the Agency team on January 26th and is quickly settling into her new responsibilities. And, as we welcome Yolanda, we also say farewell to Jarod Hansen and Riley Clark. Jarod has been a valued member of our northern maintenance crew, while Riley's contributions to our Hydrology & Environmental Resources section, especially our Groundwater Monitoring Program, have been greatly appreciated. We will miss Riley's and Jarod's contributions to the team and wish them both well in their future endeavors. Recruitment for both positions will commence soon. To the south, our dam maintenance crew will soon be welcoming a new member, Edgar De Leon Rivas, who will start in his new role on February 23rd. Lastly, the recruitment for a Water Resources Engineer remains open, applicant screening is underway, and interviews will be scheduled in the near future.

Groundwater Monitoring Program:

The opportunity for well owners to register their wells for free has been extended until March 31, 2026, thanks to the California Department of Water Resources grant funding made available through the Salinas Valley Basin Groundwater Sustainability Agency. The Agency is working with the SVBGSA and the District 2 and District 5 Supervisor's offices to set well registration and groundwater management informational workshops – see attached flier. An in-person workshop will be held in District 2 at the Prunedale Grange Hall at 5:30 p.m. on February 24th and a District 2 and District 5 webinar will be held at 5:30 p.m. on February 25th. We are also working with District 5 to set an in-person meeting likely in the Corral De Tierra area.

Agency staff and the SVBGSA have also embarked on another round of public outreach. Recently, Piret Harmon, the SVBGSA General Manager, and Amy Woodrow, our Senior Hydrologist, were interviewed by the Monterey County Weekly. You can read the article here:

[A local effort is underway to build an inventory of smaller wells, but it is slow going. | News | montereycountynow.com](https://www.montereycountynow.com/news/a-local-effort-is-underway-to-build-an-inventory-of-smaller-wells-but-it-is-slow-going)

Agency staff is also working closely with the SVBGSA to finalize various water supply and projects feasibility studies and preparing our 2026-27 fiscal-year workplan.

Dam Safety & Operations Future Funding Strategy:

Regulatory Program Cost Study: The Agency has held a “kick-off” meeting with the Vega Economics team to discuss study process and to identify historical documentation beneficial to establishing a basis for the Cost Study.

Dam Materiality General Benefits Study: Agency staff are working with One Water Econ to formulate a scope of work to perform analyses of the materially general benefits created by the existence of the Agency's dams. Materiality, in this context, involves understanding what information is significant for decision-making and reporting. It helps us identify risks and opportunities, ensuring we meet legal and financial obligations while also addressing stakeholder expectations for

transparency and accountability. We recognize that existence of the dams creates both constant and dynamic benefits and obligations. Examples of constant benefits are expansive, including creating opportunity for both specific dynamic benefits, such as flood management and groundwater recharge, as well as general benefits, such as enhanced economic activity and tax revenue, recreation, and ecosystem management. Examples of constant obligations include facility maintenance and regulatory compliance, while dynamic obligations can generally be thought of in the context of operations. The aim of this study is to analyze and quantify the general benefits created by the dams. A draft scope of work will be presented to the Planning Committee for review and Board of Directors for consideration in March.

Flood Management and Reduction Benefits Study: Agency staff are working with FlowWest to examine the availability of tools and their capabilities for analyzing the benefits of the Agency's flood management activities beyond the historical flood inundation boundaries within Zone 2C. Both the original 1998 Historical Benefits Analysis, which helped inform the creation of Zone 2C, and the 2024 Update, analyze a specific geographic space within the Salinas Valley; however, we recognize the extent of flood management and reduction activities extend beyond those geographic boundaries. Benefits include protection of roadways and the maintenance of intra-county travel for personal, commercial, and recreational purposes, including to and from the Peninsula, as an example. If suitable tools are identified, a scope of work will be drafted to support consideration of initiating this study, perhaps in March or April.

Groundwater Recharge Benefits Study: The 1998 Historical Benefits Analysis and the 2024 Update relied upon the best available integrated groundwater-surface water models of their time. The hydrologic models in use today – the Salinas Valley Integrated Hydrologic Model (SVIHM), Salinas Valley Operational Model (SVOM), and Seawater Intrusion Model (SWIM) – have been updated by the Salinas Valley Basin Groundwater Sustainability Agency since last used by the Agency for the 2024 Update. The Agency and SVBGSA have agreed to consolidate around the current versions of the models for foreseeable planning purposes and to cooperate in future revisions to help ensure the quality and uniformity of results. Revising the 2024 Update remains an option; however, prior to undertaking such an endeavor, consideration must be given to the extent such a revision might improve the quality of information already provided in the 2024 Update. Accompanying the hydrologic modelling for the 2024 Update is an economic analysis, which evaluated the avoided costs linked to the hydrologic benefits stemming from operation of the Agency's dams. The Agency is considering the potential to expand beyond the avoided cost analysis to examine what, if any, other economic benefits are derived from conservation related operations of the dams, i.e. not flood or ecosystem management activities. For example, exploring the business model benefit of water supply reliability, e.g. multi-year sales contracts. Consideration of this potential study is in its infancy and further updates will be provided in the future.



Well Registration Workshops

Talleres de registro de pozos

Groundwater is one of Monterey County’s most important shared resources.

Well owners are invited to attend an in-person or online workshop to learn why well registration and groundwater monitoring matter—and get hands-on help completing the required form.

El agua subterránea es uno de los recursos compartidos más importantes del condado de Monterey.

Se invita a los propietarios de pozos a participar en un taller presencial o en línea para aprender por qué son importantes el registro de pozos y el monitoreo del agua subterránea, y para recibir ayuda práctica para completar el formulario requerido.

+ TACO TRUCK!

24 February | 5:30-7 p.m.
Prunedale Grange Hall
 71890 Moro Rd. Salinas, CA 93907
 Hosted by District 2 Supervisor Glenn Church in partnership with MCWRA and SVBGSA

25 February | 5:30-6:30 p.m.
Zoom: bit.ly/GMP-Workshop-Feb
 Hosted by District 2 Supervisor Glenn Church and District 5 Supervisor Kate Daniels in partnership with MCWRA and SVBGSA



Salinas Valley Basin
Groundwater Sustainability Agency





County of Monterey

Item No.11

Board Report

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

Legistar File Number: WRAG 26-036

February 17, 2026

Introduced: 2/5/2026

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Committee Agenda's for January 2026 and February 2026:

- Joint Water Resources/Board of Supervisors Leadership Committee Meeting Agenda
- Water Resources Agency Planning Committee Meeting Agenda
- Water Resources Agency Finance and Administration Committee Meeting Agenda

County of Monterey

*Saffron Room
1441 Schilling Place, 1st Floor
Salinas, Ca 93901*



Meeting Agenda

Monday, January 26, 2026

1:00 PM

**Monterey County District 3 to host public and participate via
Zoom: Conference Room 1011 Broadway St. Suite C, King City
Ca. 93930**

Saffron Room - 1441 Schilling Place Salinas Ca. 93930

**Joint Water Resources/Board of Supervisors
Leadership Committee**

To participate in this Joint Water Resources/Board of Supervisors Leadership Committee meeting through the following methods:

1. You may attend in person,
2. For ZOOM participation please join by computer audio at:
<https://montereycty.zoom.us/j/94134345497>

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

3. Enter this Meeting ID number: 941 3434 5497. Please note Participant Code 586809, or you can 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 JOINT WATER RESOURCES/BOARD OF SUPERVISORS LEADERSHIP COMMITTEE MEETING MAY BE PAUSED WHILE A FIX IS ATTEMPTED BUT THE MEETING MAY CONTINUE AT THE DISCRETION OF THE CHAIRPERSON.

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

Participar en esta reunión conjunta del Comité de Liderazgo de Recursos Hídricos / Junta de Supervisores a través de lo siguiente métodos:

1. Puede asistir en persona,
2. Para participar for ZOOM, por favor únase for audio de computadora por:

<https://montereycty.zoom.us/j/94134345497>

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

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US

+1 301 715 8592 US

Cuando se le solicite, ingrese este número de reunión: 941 3434 5497, Por favor tenga en cuenta el código de participante 586809, simplemente presione # nuevamente después de que la grabación se lo indique.

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

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

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

Call to Order

Roll Call

Public Comment

Approval of Action Minutes

1. Approve the Actions Minutes of November 20, 2025.

Attachments: [draft JBL Minutes November 20, 2025](#)

Regular Agenda

2. Update and direction on Groundwater Monitoring Plan regulatory fee categorical exemption for de minimis well owners. (Ara Azhderian)

Attachments: [Memo: Groundwater Monitoring Program Regulatory Fees](#)

3. Dam Safety & Operations Funding Strategies Update. (Ara Azhderian)
- a. Dam Safety Regulatory Program Cost Study
 - b. Economic study of the general and benefits of Nacimiento and Lake San Antonio Dams to Monterey County

Attachments: [Memo: Dam Ownership Regulatory Program Cost Study](#)
[Vega Economics Agreement - Dam Regulatory Cost Study](#)

Committee Member Comments

Adjournment

County of Monterey

*Saffron Room
1441 Schilling Place
Salinas, CA 93901*



Meeting Agenda

Wednesday, February 4, 2026

10:00 AM

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

Water Resources Agency Planning Committee

*Ken Ekelund, Chair
Deidre Sullivan, Vice Chair
Mark Gonzalez
Matt Simis*

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

1. You may attend in person,

2. For ZOOM participation please join by computer audio

at: <https://montereycty.zoom.us/j/92329693521>

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

+1 669 219 2599 US (San Jose)

+1 669 900 6833 US (San Jose)

+1 929 205 6099 US (New York)

+1 312 626 6799 US (Chicago)

Enter this Meeting ID number: 923 2969 3521, PASSWORD:901221 when prompted. Please note there is no Participant Code, you will just hit # again after the recording prompts you. You will be placed in the meeting as an attendee; when you are ready to make a public comment, if joined by computer audio, please Raise your Hand; and by phone, please push *9 on your keypad.

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

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

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

5. If you wish to make either a general public comment for items not on the day's agenda or to Committee Meeting Agenda comment on a specific agenda item as it is being heard, please submit your comment, limited to 250 words or less, to the Monterey County Water Resources Agency at WRAPubliccomment@countyofmonterey.gov In an effort to assist Agency staff in identifying the agenda item relating to your public comment please indicate in the subject line, the meeting body

(i.e. Planning Committee) and item number (i.e. Item No. 10). Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations. Comments received after an agenda item will be made part of the record if received prior to the end of the meeting.

6.If speakers or other members of the public have documents they wish to distribute to the Committee for an agenda item, they are encouraged to submit such documents by 5:00 p.m. on Tuesday before the meeting to: WRAPubliccomment@countyofmonterey.gov. To assist Agency staff in identifying the agenda item to which the comment relates, the public is requested to indicate the Committee date and agenda number in the subject line.

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

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

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

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

1.Puede asistir en persona,

2.El público puede observar la reunión ZOOM a través de computadora haciendo clic en el siguiente enlace: <https://montereycty.zoom.us/j/92329693521>

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

+1 669 219 2599 US (San Jose)

+1 669 900 6833 US (San Jose)

+1 929 205 6099 US (New York)

+1 312 626 6799 US (Chicago)

Cuando se le solicite el código de acceso para entrar a la reunión, presione los siguientes números: 923 2969 3521, PASSWORD: 901221. Tenga en cuenta que no hay un Código de participante, simplemente presionará # nuevamente después de que la grabación lo solicite.Se le colocará en la reunión como asistente; cuando esté listo para hacer un comentario público si se une al audio de la

computadora, levante la mano; y por teléfono presione * 9 en su teclado.

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

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

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

5. Los miembros del público que deseen hacer un comentario público general para temas que no están en la agenda del día o que deseen comentar en un artículo específico mientras se escucha la presentación, lo pueden hacer enviando un comentario por correo electrónico, preferiblemente limitado a 250 palabras o menos, a WRAPublicComment@countyofmonterey.gov. Para ayudar al personal de la Agencia a identificar el artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique el nombre del Comité (por ejemplo: Comité de Planificación) y el número del artículo de la agenda (por ejemplo: Artículo # 10). Se hará todo lo posible para leer el comentario en el registro, pero algunos comentarios pueden no leerse en voz alta debido a limitaciones de tiempo. Los comentarios recibidos después del cierre del período de comentarios públicos sobre un artículo de la agenda serán parte del registro si se reciben antes que termine la reunión del Comité.

6. Si los oradores u otros miembros del público tienen documentos que desean distribuir al Comité para un artículo de la agenda, se les recomienda enviar dichos documentos antes de las 5:00P.M. el Martes antes de la reunión a: WRAPublicComment@countyof.monterey.gov. Para ayudar al personal de la Agencia a identificar el número del artículo de la agenda con el cual se relaciona el

comentario, se solicita al público que indique la fecha de la reunion del Comité y el número de agenda en la línea de asunto.

7.Si los miembros del público desean presentar documentos o presentaciones de PowerPoint mientras hablan, deben enviar el documento electrónicamente antes de las 5:00 P.M. del Martes antes de la reunión a WRAPublicComment@countyofmonterey.gov. (Si se presenta después de ese plazo, el personal hará los mejores esfuerzos, pero no puede garantizar que esté disponible su PowerPoint para presentar durante la reunión del Comité).

8.Las personas con discapacidades que deseen solicitar una modificación o modificación razonable para observar o participar en la reunión pueden realizar dicha solicitud enviando un correo electrónico a WRAPublicComment@countyofmonterey.gov. La solicitud debe hacerse a más tardar el mediodía del Martes antes de la reunión del Comité para dar tiempo a la Agencia para que atiendala solicitud.

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

Call to Order

Roll Call

Public Comment

Committee Member Comments

Consent Calendar

1. Approve the Action Minutes of the Planning Meeting held on November 5,2025.

Attachments: [draft Planning Nov 5th Minutes](#)

Scheduled Items

2. Receive an update on staff's participation in the Salinas Valley Basin Groundwater Sustainability Agency's Advisory Committee.(Staff Presenting: Shaunna Murray.)

Attachments: [Board Report](#)

Staff Reports

3. Update on the development of the scope for an Economic Benefits Study by One Water Econ.(Staff Presenting: Ara Azhderian.)

4. Update on the development of a CSIP Program Manager position.(Staff Presenting: Shaunna Murray.)
5. Update on the Request for Proposals process for the Strategic Plan Update Consultant.(Staff Presenting: Shaunna Murray.)

Calendar

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

Adjournment

County of Monterey

*Saffron Room
1441 Schilling Place
Salinas, CA 93901*



Meeting Agenda

Friday, February 6, 2026

9:00 AM

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

Finance and Administration Committee

To participate in this committee meeting through the following methods:

1. You may attend in person,

2. For ZOOM participation please join by computer audio

at: <https://montereycty.zoom.us/j/97233469235>

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

+1 669 219 2599 US (San Jose)

+1 669 900 6833 US (San Jose)

+1 213 338 8477 US (Los Angeles)

+1 929 205 6099 US (New York)

+1 312 626 6799 US (Chicago)

Enter this Meeting ID number: 972 3346 9235, PASSWORD:289821 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.

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4. If you wish to comment on a particular agenda item, please submit your comments in writing via email to Monterey County Water Resources Agency at WRAPubliccomment@countyofmonterey.gov by 5:00 p.m. on the Tuesday prior to the Committee meeting. To assist Agency staff in identifying the agenda item to which the comment relates please indicate the Committee meeting date and agenda number in the subject line. Comments received by the 5:00 p.m. Tuesday deadline will be distributed to the Committee and will be placed in the record.

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agenda item relating to your public comment please indicate in the subject line, the meeting body (i.e. Planning Committee) and item number (i.e. Item No. 10). Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations. Comments received after an agenda item will be made part of the record if received prior to the end of the meeting.

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

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

1.Puede asistir en persona,

2.El público puede observar la reunión ZOOM a través de computadora haciendo clic en el siguiente enlace: <https://montereycty.zoom.us/j/97233469235>

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

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simplemente presionará # nuevamente después de que la grabación lo solicite. Se le colocará en la reunión como asistente; cuando esté listo para hacer un comentario público si se une al audio de la computadora, levante la mano; y por teléfono presione * 9 en su teclado.

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5. Los miembros del público que deseen hacer un comentario público general para temas que no están en la agenda del día o que deseen comentar en un artículo específico mientras se escucha la presentación, lo pueden hacer enviando un comentario por correo electrónico, preferiblemente limitado a 250 palabras o menos, a WRAPublicComment@countyofmonterey.gov. Para ayudar al personal de la Agencia a identificar el artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique el nombre del Comité (por ejemplo: Comité de Planificación) y el número del artículo de la agenda (por ejemplo: Artículo # 10). Se hará todo lo posible para leer el comentario en el registro, pero algunos comentarios pueden no leerse en voz alta debido a limitaciones de tiempo. Los comentarios recibidos después del cierre del período de comentarios públicos sobre un artículo de la agenda serán parte del registro si se reciben antes que termine la reunión del Comité.

6. Si los oradores u otros miembros del público tienen documentos que desean distribuir al Comité para un artículo de la agenda, se les recomienda enviar dichos documentos antes de las 5:00P.M. el

Martes antes de la reunión a: WRAPubliccomment@countyof.monterey.gov. Para ayudar al personal de la Agencia a identificar el número del artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique la fecha de la reunión del Comité y el número de agenda en la línea de asunto.

7.Si los miembros del público desean presentar documentos o presentaciones de PowerPoint mientras hablan, deben enviar el documento electrónicamente antes de las 5:00 P.M. del Martes antes de la reunión a WRAPubliccomment@countyof.monterey.gov. (Si se presenta después de ese plazo, el personal hará los mejores esfuerzos, pero no puede garantizar que esté disponible su PowerPoint para presentar durante la reunión del Comité).

8.Las personas con discapacidades que deseen solicitar una modificación o modificación razonable para observar o participar en la reunión pueden realizar dicha solicitud enviando un correo electrónico a WRAPubliccomment@countyofmonterey.gov. La solicitud debe hacerse a más tardar el mediodía del Martes antes de la reunión del Comité para dar tiempo a la Agencia para que atiendala solicitud.

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

Call to Order

Roll Call

Public Comments

Committee Member Comments

Scheduled Items

1. Consider receiving the Q2 ending December 31, 2025 Financials for All Agency Funds.(Staff Presenting; Nora Cervantes)

Attachments: [FY26 2025 12 Quarter 2 Finacial](#)
[25 12 Quarter 2 WRA Financial FY26-AP6](#)

2. Consider recommending approval of Amendment No 3 JDI Electrical Services. (Staff Presenting; Manuel Saavedra)

Attachments: [Board Report](#)
[Original Agreement \(JDI Electrical Services\)](#)
[Amendment No. 1 \(JDI Electrical Services\)](#)
[Amendment No. 2 \(JDI Electrical Services\)](#)

Staff Reports

3. Personnel Update (Staff Presenting; Jessell Fenley)
4. Preliminary Summary of FY26-27 Budget Requests. (Staff Presenting: Nan Kim)
5. M1W Financial Reports thru November 2025.(Staff Presenting; Nan Kim)

Attachments: [M1W 20253011 Expenditures Report](#)

Calendar

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

Adjournment



County of Monterey

Item No.12

Board Report

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

Legistar File Number: WRAG 26-039

February 17, 2026

Introduced: 2/10/2026

Version: 1

Current Status: Agenda Ready

Matter Type: WR General Agenda

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

Reservoir Storage & Release Update

SUMMARY/DISCUSSION:

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

RESERVOIR ELEVATION / STORAGE: As of February 10, 2026, San Antonio Reservoir has a water surface elevation of approximately 747.25 feet (NGVD 29), with 186,263 acre-feet of water in storage. Nacimiento Reservoir has a water surface elevation of approximately 760.5 feet, with 188,900 acre-feet of water in storage. San Antonio Reservoir is currently at 56% of storage capacity and Nacimiento Reservoir is at 50% of capacity.

RAINFALL: There has been no significant rainfall since early January. Inflow to Nacimeinto reservoir has receded from a peak of 8760 cfs on January 4, 2026 to 14 cfs as of February 10, 2026. Inflow to San Antonio Reservoir has receded from a peak of 2880 cfs on January 4, 2026 to 38 cfs as of February 10, 2026. Rain is starting to fall in the Santa Lucia range, with renewed inflow to both reservoirs expected.

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

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

Releases as of February 10, 2026:

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

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

- Nacimiento River below Nacimiento Dam 65 cfs
- Salinas River near Bradley: 106 cfs
- Salinas River near King City 88 cfs
- Salinas River at Soledad: 120 cfs
- Arroyo Seco below Reliz Creek near Soledad 0 cfs
- Salinas River near Chualar: 60 cfs
- Salinas River near Spreckels: 47 cfs

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



County of Monterey

Item No.13

Board Report

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

Legistar File Number: WRAG 26-020

February 17, 2026

Introduced: 1/28/2026

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

1. Email Correspondence dated January 21, 2026, to Ara Azhderian, General Manager, Board of Directors, Monterey County Water Resources, Clerk of the Board from Bill Lipe, General Public re; General Public Comment - The Economic Kill-Switch of State Intervention.
2. Email Correspondence dated February 10, 2026, to Ara Azhderian, General Manager, Board of Directors, Monterey County Water Resources, from Christopher Bunn, President Salinas Basin Water Alliance, re; Public Comment CSIP Analysis.

Ramirez, Janelle

From: Bill Lipe <william.o.lipe@gmail.com>
Sent: Wednesday, January 21, 2026 4:28 PM
To: Clerks
Cc: Piret Harmon; Gallogly, Reed; MC Water; ClerkoftheBoard
Subject: 180/400 Subbasin Economic Risk Analysis
Attachments: 20260121 - General Public Comment - The Economic Kill-Switch of State Intervention.pdf

This Message Is From an External Sender

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

Dear Clerks,

Please find the attached public comment letter regarding the **180/400-Foot Aquifer Subbasin** and the risks of state intervention. I request that this document be entered into the official public record.

Additionally, please forward this correspondence to the **Board of Directors**, the **Executive Committee**, and the **Advisory Committee** for their review.

Thank you,

Bill Lipe

Public Member, residing and drinking water in the 180/400

21 January 2026

To: Chair and Directors, Salinas Valley Basin Groundwater Sustainability Agency (GSA)

From: Bill Lipe, member of the Public, residing and drinking water from the 180/400

Re: Supplemental Public Comment: The Economic "Kill-Switch" of State Intervention for the 180/400-Foot Aquifer Subbasin

Chair Brennan and Directors:

I am writing to supplement the formal comments submitted by Thomas Virsik regarding the incomplete \$180/400\$ periodic evaluation and the looming threat of state intervention. While Mr. Virsik's correspondence masterfully identifies the procedural and transparency failures of GSA staff, the Board must also confront the specific, quantified "Fiscal Death Spiral" that a transition to State Water Resources Control Board (SWRCB) probation represents for this region.

The Department of Water Resources (DWR) has explicitly stated that implementation of Projects and Management Actions (PMAs) specific to the \$180/400\$ must take precedence. The following analysis outlines the catastrophic economic delta between "Local Control" and "State Probation" that has, until now, been missing from the public narrative.

1. The \$2 Billion Annual Economic Loss Scenario

If the \$180/400\$ Subbasin is designated as "Inadequate" and triggers SWRCB intervention, the "No Action Alternative" is not merely a regulatory status change—it is an economic kill-switch for Monterey County.

- **Commodity Collapse:** The Salinas Valley produces over **\$3.4 billion** in annual agricultural gross value. Approximately **\$2.3 billion** of that value is centered in the vegetable production sector directly threatened by seawater intrusion (SWI). Under state-mandated pumping limits—the SWRCB's primary tool—we face a projected **\$1 billion annual loss** in agricultural commodities as acreage goes fallow.
- **The Wage and Tax Drain:** This loss is not confined to the farm gate. A collapse of this magnitude would result in over **\$1 billion per year** in lost wages and payroll taxes. This would hollow out the general funds of the County and the cities of Salinas and Marina, which rely on these revenues for essential public services.
- **Job Losses:** Over **33,000 jobs** (direct, indirect, and induced) depend on a sustainable \$180/400\$ Aquifer. State intervention would effectively export these livelihoods to other regions or states.

2. The Forfeiture of State Subsidies

Staff's delay in disclosing DWR's concerns has already shortened by **40%** the time available for the Board to respond. This delay endangers more than just the current **\$7.6M SGM Round 1 Grant**.

- **Grant Disqualification:** DWR has a pattern of withholding or recouping grant funds for non-performance. If we enter probation, the GSA loses its "High Priority" standing for future SGM Round 2 and federal USBR Title XVI funding.
- **The 100% Local Burden:** Without state/federal offsets, the beneficiaries of the eventual PMA (such as the **\$954.6 million** Brackish Groundwater Restoration Project) will be forced to bear **100% of the cost** through Tier 2 fees. This shifts a billion-dollar burden onto local landowners that could have been mitigated by active, transparent grant management.

3. The "Missing Math" of State Fees

The Board has not been presented with a side-by-side comparison of local costs versus the **SWRCB Probation Fee Schedule**.

- **Intervention Baseline:** At **\$300 per well** and **\$40 per acre-foot**, the \$120,000\$ AFY extraction in the \$180/400\$ would cost local extractors over **\$4.8 million annually** in volumetric fees alone.
- **Zero Return:** Unlike local Tier 2 fees, which fund infrastructure to solve SWI, **100% of state fees** go to Sacramento to fund the SWRCB's administrative oversight. This is capital leaving the Salinas Valley with zero hydrologic return.

Requested Actions

I urge the Board to immediately direct staff to:

1. **Monetize the Risk:** Publish a formal "Fiscal Baseline" comparing the costs of local PMAs against the \$2 billion total economic loss (commodities + wages) of state intervention.
2. **Hybrid Scaling Analysis:** Calculate how much capital can be saved on the **\$954.6M BGRP** by implementing quantified Demand Management (DM) targets immediately.
3. **Adopt Transparency Protocols:** Enact a "Public Access First" policy to ensure no future DWR directives are withheld from the Board or the public.

The fate of the \$180/400\$ depends on the Board's willingness to demand precise math over staff narrative.

Sincerely,

Bill Lipe

Ramirez, Janelle

From: Christopher Bunn <christopher@Generalfarminvestment.com>
Sent: Tuesday, February 10, 2026 1:42 PM
To: MC Water
Cc: Azhderian, Ara
Subject: CSIP analysis

This Message Is From an External Sender

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

Monterey County Water Resources Agency

February 10, 2026

Chair Simis and Members of the Board,

As you know, a CSIP landowners meeting is scheduled in March to discuss potential maintenance, modifications, upgrades etc to the CSIP system, and the accompanying need for additional finances.

CSIP is competing for dollars, particularly from the farmer/landowner perspective—both current and future dollars. We are contemplating expensive MCWRA and SVBGSA projects which will play out over the next decade. Because of that, it's vital that we examine CSIP finances. Any savings due to increased efficiencies can be spent on improving CSIP even further, as well as freeing up finances for future water projects.

In addition to fiscal stewardship, the ongoing conversations at the SVBGSA about Demand Management make it even more imperative to get CSIP into as reliable a condition as possible. The 12,000 acres of CSIP are already engaged in Demand Management, and have been for many years, long before SGMA was passed. There's a solid argument to be made that CSIP should not be required to participate in whatever future pumping cutbacks do occur under the auspices of the SVBGSA due to the fact that the Zone 2B acreage is largely irrigated by non-groundwater. This is yet another reason to diagnose the financial and operational health of CSIP.

That said, would it be possible to do a comparative analysis of which agency, between M1W and MCWRA, would be most cost-effective in managing CSIP? It could be that the current approach actually is the best; or, we might discover that the current approach is not the most cost-effective. However, for peace of mind and in light of tight finances in both the industry and local government, it would be prudent to do an analysis. Part of that analysis should be an examination of the division of duties and whether or not there are savings in changing that division.

Thank you for being prudent with the money the ag community pays in assessments.

regards,

Christopher Bunn

president, Salinas Basin Water Alliance

**AMENDMENT NO. 2 TO
AGREEMENT FOR SERVICES
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND
JDI ELECTRICAL SERVICES, INC.**

THIS AMENDMENT No. 2 to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California, (hereinafter, "Agency"), and JDI Electrical Services, Inc., (hereinafter, "CONTRACTOR") is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and CONTRACTOR are referred to as the "Parties").

WHEREAS, CONTRACTOR entered into an Agreement for Services with the Agency on September 6, 2023 (hereinafter, "Agreement").

WHEREAS, the Parties wish to amend the Agreement with a dollar increase of \$50,000.00 for a total contract amount not to exceed \$150,000.00 to continue providing services identified in the Agreement.

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

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

Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is One hundred and fifty thousand dollars (\$150,000).

Original Agreement: \$50,000
Amendment No. 1: \$50,000
Amendment No. 2: \$50,000
Not to exceed total: \$150,000

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

This space left blank intentionally.

Amendment No. 2 JDI Electrical Services, Inc.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement as of the day and year written below:

MONTEREY COUNTY WATER RESOURCES AGENCY

CONTRACTOR:

DocuSigned by:
Ara Azhderian
By: 1F182FFB49A2435...
Ara Azhderian, General Manager
Date: 12/4/2024 | 11:05 AM PST

JDI Electrical Services, Inc.
*Contractor Business Name

By: [Signature]
(Signature of Chair, President, or Vice President)
Title: V. P. Sandy Traser
(Print Name and Title)
Date: 11-25-2024

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

Signed by:
Kelly L. Doulon
By: 22D690CA05A940B...
Chief Assistant County Counsel
Date: 12/3/2024 | 9:30 AM PST

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)
Title: David Ma - CFO
(Print Name and Title)
Date: 11-25-24

Approved as to Fiscal Provisions

DocuSigned by:
Jennifer Forsyth
By: 4E7E657875454AE...
Auditor-Controller
Date: 12/3/2024 | 2:34 PM PST

Signed by:
Trent Hill
By: 30922505678A4ED...
Administrative Analyst
Date: 12/3/2024 | 2:58 PM PST

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management
Date: _____

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

Amendment No. 2 JDI Electrical Services, Inc.

**AMENDMENT NO. 1 TO
AGREEMENT FOR SERVICES
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND
JDI ELECTRICAL SERVICES, INC.**

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

WHEREAS, CONTRACTOR entered into an Agreement for Services with the Agency on September 6, 2023 (hereinafter, “Agreement”).

WHEREAS, the Parties wish to amend the Agreement by increasing the dollar amount by \$50,000, not to exceed \$100,000, to continue providing services identified in the Agreement.

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

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

Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is \$100,000.

Original Agreement	\$50,000
<u>Amendment No. 1</u>	<u>\$50,000</u>
Not to exceed total:	\$100,000

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

This space left blank intentionally.

Amendment No. 1 JDI Electrical Services, Inc.

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

MONTEREY COUNTY WATER RESOURCES AGENCY

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

Date: 1/12/2024 | 11:57 AM PST

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

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

Date: 1/11/2024 | 9:43 AM PST

Approved as to Fiscal Provisions

DocuSigned by:
Patricia Ruiz
By: _____
E79EF64E57454F6...
Auditor-Controller

Date: 1/11/2024 | 11:41 AM PST

DocuSigned by:
Ezequiel Vega Rios
By: _____
7D289913E628402...
Administrative Analyst

Date: 1/11/2024 | 11:47 AM PST

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

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

CONTRACTOR

JDI Electrical Services, Inc.

*Contractor Business Name

By: *[Signature]*
(Signature of Chair, President, or Vice President)

Title: *V. P. Sandy Traser*
(Print Name and Title)

Date: *1-8-24*

By: *[Signature]*
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Title: *David Ma*
(Print Name and Title)

Date: *1-8-24*

Amendment No. 1 JDI Electrical Services, Inc.

MONTEREY COUNTY WATER RESOURCES AGENCY
AND JDI Electrical Services, Inc.
AGREEMENT FOR SERVICES

This is an agreement ("Agreement") between the Monterey County Water Resources Agency, hereinafter called "Agency," and JDI Electrical Services, Inc., a California Corporation, hereinafter called "CONTRACTOR".

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

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

2. Term of Agreement. The term of this Agreement shall begin on October 1, 2023 by CONTRACTOR and Agency, and will terminate on June 30, 2026, unless earlier terminated as provided herein.

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

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

(\$ 50,000.00).

4. Monthly Invoices by CONTRACTOR; Payment.

- (a) CONTRACTOR shall submit to Agency an invoice, in a format approved by Agency, setting forth the amounts claimed by CONTRACTOR, together with an itemized basis for such amounts, and setting forth such other pertinent information Agency may require. CONTRACTOR shall submit such invoice monthly or as agreed by Agency, but in no event shall such invoice be submitted later than 30 days after completion of CONTRACTOR's work hereunder. Agency shall certify the claim if it complies with this contract and shall promptly submit such claim to the Monterey County Auditor-Controller, who shall pay the certified amount within 30 days after receiving the invoice certified by Agency. It is understood and agreed that CONTRACTOR shall complete all work described in Exhibit A for an amount not exceeding that set forth above, notwithstanding CONTRACTOR's submission of periodic invoices.
- (b) CONTRACTOR shall submit to Agency an invoice via email to WRAAccountsPayable@co.monterey.ca.us and to the Contract Administrator listed in Section 26.
- (c) CONTRACTOR agrees that Agency may withhold five percent (5%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to Agency.
- (d) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.
- (e) CONTRACTOR shall not be reimbursed for travel expenses unless expressly approved in writing in accordance with this Agreement.

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

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

6. Insurance.

6.1 Evidence of Coverage:

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

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

6.2 Qualifying Insurers:

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

6.3 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

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

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

6.4 Other Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

26. Contract Administrators.

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

Agency's designated administrator of this Agreement shall be
 Manuel Saavedra

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

TO AGENCY	TO CONTRACTOR
Name: Manuel Saavedra	Name: David Ma
Address: 1441 Schilling Place - North Building Salinas, CA 93901	Address: 624 Commerce Ct. Manteca, CA 95336
Telephone: (831) 755-4860	Telephone: (925) 518-8707
Fax: (831) 424-7935	Fax: (209) 239-7914
E-Mail: saavedram@co.monterey.ca.us	E-Mail: davidma88.dm@gmail.com

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

MONTEREY COUNTY WATER RESOURCES AGENCY
AND JDI Electrical Services, Inc.
AGREEMENT FOR SERVICES

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

MONTEREY COUNTY WATER RESOURCES AGENCY:

CONTRACTOR:

BY: ^{DocuSigned by:}
Ara Azhderian
1F182FFB49A2436...

Ara Azhderian
General Manager

Date: 9/6/2023 | 5:00 PM PDT

BY: *[Signature]*

Type Name: Jeff Traser

Title: President

Date: 9-5-23

BY: *[Signature]*

Type Name: Sandy Traser

Title: V.P. / office manager

Date: 9-5-23

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

(JDI Electrical Services, Inc)
Agreement/Amendment No # ()

Approved as to form ¹:

Approved as to fiscal provisions:

DocuSigned by:
Kelly L. Danton
22D690CA05A940B
Assistant County Counsel

DocuSigned by:
Ezequiel Vega Rios
7D289913E628402...
Administrative Analyst

Dated: 9/6/2023 | 1:19 PM PDT

Dated: 9/6/2023 | 4:31 PM PDT

County Counsel – Risk Manager:

DocuSigned by:
Jennifer Forsyth
4E7E657875454AE...
Auditor-Controller ²:

Dated: _____

Dated: 9/6/2023 | 3:07 PM PDT

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

² Approval by Auditor-Controller is required

EXHIBIT A

SCOPE OF WORK/WORK SCHEDULE

Scope of Work:

CONTRACTOR will provide, on an as-directed basis preventive maintenance inspections, testing, and repairs of electrical equipment at the Nacimiento Dam hydroelectric power plant and substation for a period of three (3) years including, but not limited, to the following:

- Protective Relays
- Circuit Breakers
- Switches
- Motor Control Centers
- Instrumentation
- Transformers (Dry and Oil Type)
- Control Panel Circuits
- Cables/Wiring

CONTRACTOR will provide:

- Qualified electricians and technicians with experience working on hydroelectric power generation facilities.
- All necessary instruments and equipment required for interfacing with hydroelectric power generation systems.
- Preventive maintenance and repair services according to recommended industry standards for hydroelectric power generation and substation equipment.
- Notification to Agency upon discovery of any of questionable conditions found during inspections and will recommended corrective action.
- Documentation of preventive maintenance inspection findings and results.
- Protection of people and property.

Work Schedule:

CONTRACTOR will begin and complete performance of services within timeline provided by the Agency.

Project ID:

JDI Electrical Services, Inc.

EXHIBIT B
FEE SCHEDULE

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

<u>Rates:</u>	<u>*Labor Rates/Hour:</u>
Standard	\$200.00
Over Time	\$300.00
Double Time	\$400.00
Travel Time	\$170.00

*These hourly labor rates shall be valid for a period of three (3) years.

Rate Definition:

Standard Rate: Applies for first eight (8) hour period.

Over Time Rate: Applies for next four (4) hours.

Double Time Rate: Is anything outside of Standard or Over Time Rate. Saturday work is Over Time rate for first eight (8) hours, and Double Time thereafter. Sundays and Holidays are charged at Double Time rate. All service calls are a four (4) hour minimum.

Materials:

Materials to be billed at cost plus ten percent (10%).

Project ID:

JDI Electrical Services, Inc.

EXHIBIT C

DELIVERABLES

Required Document Formats

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

- Preventive maintenance inspection and testing results report.
- All documents shall be provided digitally to the Agency in Microsoft Word or Excel formats.

EXHIBIT D

PROFESSIONAL LIABILITY INSURANCE EXEMPTION

CONTRACTOR is exempt from Professional Liability Insurance for work described in Exhibit A because the services being provided are maintenance and repair services and do not require CONTRACTOR to perform engineering, design, surveying or compliance regulated design standards for installation and operation.

PREVAILING WAGES

CONTRACTOR and all subcontractors performing work under this contract shall pay wages to their workers employed on such work at not less than general prevailing rate of per diem wages for such work, as required by Labor Code Section 1771. CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Failure to pay such prevailing wages shall subject the employer to the penalties set forth in Labor Code Sec. 1775.

Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: <https://www.dir.ca.gov/oprl/dprevagedetermination.htm>

**FIRST AMENDMENT TO THE
MONTEREY COUNTY WATER RESOURCES AGENCY AND
SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY
PURSUANT TO STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES)
AGREEMENT NUMBER 4600015881
SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION
GRANT FOR THE SALINAS VALLEY AND SUBGRANT AGREEMENT
PURSUANT TO STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES)
AGREEMENT NUMBER 4600015624
SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION
GRANT FOR THE MONTEREY SUBBASIN**

This First Amendment to the Subgrant Agreement between the Salinas Valley Basin Groundwater Sustainability Agency and Monterey County Water Resources Agency, Related to Grant Agreement Number 4600015881 and SVBGSA Subgrant related to Grant Agreement 4600015624 Sustainable Groundwater Management Act Implementation Grant (Agreement) is made on 3/12/2025.

RECITALS

The Parties entered into that certain Subgrant Agreement dated January 24, 2025. The Parties now desire to amend the terms of the Agreement as more particularly set forth herein.

NOW THEREFORE, the Parties agree as follows:

AMENDMENT TO AGREEMENT

Section 1. B is amended as follows:

B. The State awarded a \$10,393,900 Grant to SVBGSA to fund activities associated with implementation of the Groundwater Sustainability Plans (GSPs) for the Eastside Aquifer, Langley Area, Forebay Aquifer and Upper Valley Aquifer Subbasins (Subbasins) (Grant 1). The Project includes grant administration, data expansion and SGMA compliance activities, engagement of interested parties and underrepresented communities, groundwater recharge feasibility, demand management, and alternative supply feasibility. \$200,000 of the Grant is allocated to MCWRA for the expansion of the Groundwater Extraction Monitoring System (Exhibit A, Component 2, Category b, Task 1). \$150,000 of the Grant is allocated to MCWRA for engagement of interested parties (Exhibit A, Component 3, Category e, Task 3).

Section 3 is amended as follows:

3. SUBGRANT AMOUNT. The maximum amount payable to MCWRA under this Agreement shall not exceed \$400,000. Any additional costs are the responsibility of MCWRA.

Exhibit A is amended as follows:

**Exhibit A
WORK PLAN**

Salinas Project Title: MCWRA Subgrant to Salinas Valley GSP Implementation Grant (Project)

Monterey Project Title: MCWRA Subgrant to GSP Implementation Activities in the Monterey Subbasin (Project)

Salinas Project Description: The Work Plan includes GSP implementation activities for four (4) Salinas Valley subbasins: Eastside Aquifer, Forebay Aquifer, Upper Valley Aquifer, and Langley Area. These activities emphasize the integrated, valley-wide approach to groundwater sustainability adopted by SVBGSA. These activities build on and complement the existing 180/400-Foot Aquifer Subbasin existing Round 1 SGMA Implementation Grant, are coordinated with the Arroyo Seco GSA, and complement the Monterey Subbasin Round 2 SGMA Implementation Grant application that is being led by MCWD GSA. MCWRA will contribute to Work Plan Components:

Component 2: Data Expansion and SGMA Compliance

Component 3: Engagement of Interested Parties and URCs

Monterey Project Description: The Work Plan includes activities associated with implementation and outreach for the GSP for the Monterey Subbasin (Subbasin). The Project includes installation of monitoring wells, subbasin-wide data collection, and outreach and engagement for communities within the subbasin including underrepresented communities (URCs). MCWRA will contribute to Work Plan Component:

Component 2: Monterey Subbasin Data Expansion and SGMA Compliance

SALINAS COMPONENT 2: DATA EXPANSION AND SGMA COMPLIANCE

Component 2 collects, refines, and updates necessary data and assessment tools for 4 adjacent subbasins of the Salinas Valley: the Eastside Aquifer, Forebay Aquifer, Upper Valley Aquifer, and Langley Area Subbasins. It focuses on data expansion and SGMA compliance by filling data gaps, revising the hydrogeologic conceptual models, and updating the groundwater models. These tasks address anticipated DWR comments on the GSPs, complete the monitoring networks, and provide the foundational groundwater basin understanding that will be used to develop 5-year updates, complete with new data. The new data and refined modeling will increase the understanding of the subbasins and are critical for making decisions on projects and management actions to reach sustainability.

Category (b): Environmental / Engineering / Design

Task 1: Expansion of Groundwater Extraction Monitoring

Develop plan for expanding and enhancing the existing Groundwater Monitoring Program to increase reliability and efficiency of extraction data collection, and expand to include all areas of the Eastside, Forebay, Langley, and Upper Valley Subbasins. Design expansion of groundwater extraction monitoring in collaboration with the Monterey County Water Resources Agency (MCWRA). Leverage reports from similar analyses in other parts of the state to balance accuracy

and cost of implementation. Develop a summary report with recommendations. Initiate a well registration program to establish a relatively accurate count of all active wells in the 4 Subbasins. Collaborate with MCWRA and the County of Monterey Environmental Health Bureau to develop the initial data set of active wells.

Deliverables:

- Well Registration Program Report
- Groundwater Extraction Monitoring Expansion and Enhancement Report

MONTEREY COMPONENT 2: MONTEREY SUBBASIN DATA EXPANSION AND SGMA COMPLIANCE

Component 2 will construct a minimum of two (2) monitoring wells, address anticipated DWR comments on the GSPs, and provide the foundational groundwater basin understanding and model for the 5-year update. These data and modeling are also critical for making decisions on projects and management actions needed to reach sustainability.

Category (d): Monitoring / Assessment

Task 7: Expansion of Groundwater Extraction Monitoring

Develop plan for expanding and enhancing the existing Groundwater Monitoring Program to increase reliability and efficiency of extraction data collection, and expand to include all areas of the Monterey Subbasin. Design expansion of groundwater extraction monitoring in collaboration with the Monterey County Water Resources Agency (MCWRA). Leverage reports from similar analyses in other parts of the state to balance accuracy and cost of implementation. Develop a summary report with recommendations. Initiate a well registration program to establish a relatively accurate count of all active wells in the Monterey Subbasin. Collaborate with MCWRA and the County of Monterey Environmental Health Bureau to develop the initial data set of active wells.

Deliverables:

- Well Registration Program Report
- Groundwater Extraction Monitoring Expansion and Enhancement Report

SALINAS COMPONENT 3: ENGAGEMENT OF INTERESTED PARTIES AND URCs

Component 3 provides interested party outreach and engagement activities by the SVBGSA.

Category (e): Engagement / Outreach

Task 3: Water Quality Coordination Group, and Land Use Jurisdiction Coordination Program, and Other Coordination with Partner Agencies

Partner with local Agencies to jointly implement the 4 GSPs, the Water Quality Coordination Group, and Land Use Jurisdiction Coordination Program. Conduct coordination meetings with the following agencies over the contract period: MCWRA, Central Coast Regional Water Quality Control Board, Monterey County Environmental Health Bureau, Arroyo Seco Groundwater Sustainability Agency and other GSAs.

Coordination with the MCWRA will include the following topics (hours are estimated):

- CSIP Expansion Feasibility Study: Conduct feasibility study for distribution of supplemental supply in areas at risk of seawater intrusion outside of the current CSIP distribution area: MCWRA Engineering team advisor ~150 hours
- Brackish Groundwater Restoration Project Feasibility Study: MCWRA Engineering team advisor ~ 80 hours
- Reservoir Operation Modeling: MCWRA Operations advisor ~ 150 hours
- Castroville and Eastside Canals Alternatives Analysis: MCWRA Operations advisors ~ 300 hours
- MCWRA oversight of review of water right permits and licenses (included in hours above)

Exhibit B is amended as follows:

Exhibit B

BUDGET

Components	Grant Amount
Salinas Component 2: Data Expansion and SGMA Compliance	\$ 200,000
Monterey Component 2: Monterey Subbasin Data Expansion and SGMA Compliance	\$ 50,000
Salinas Component 3: Engagement of Interested Parties and URCs	\$ 150,000
Total:	\$400,000

Exhibit C is amended as follows:

**Exhibit C
Schedule**

Categories	Start Date ¹	End Date ¹
Salinas Component 2: Data Expansion and SGMA Compliance		
(b) Environmental / Engineering / Design	1/1/2023	2/28/2026
Monterey Component 2: Monterey Subbasin Data Expansion and SGMA Compliance		
(b) Environmental / Engineering / Design	12/1/2023	2/28/2026
Salinas Component 3: Engagement of Interested Parties and URCs		
(e) Education / Outreach	10/04/2022	03/31/2026

Exhibit D

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
 (DEPARTMENT OF WATER RESOURCES) AND
 SALINAS VALLEY BASIN GROUNDWATER MANAGEMENT AGENCY
 AGREEMENT NUMBER 4600015881
 SUBGRANT AGREEMENT PURSUANT TO STATE OF CALIFORNIA
 (DEPARTMENT OF WATER RESOURCES)
 AGREEMENT NUMBER 4600015624
 SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION
 GRANT FOR THE MONTEREY SUBBASIN**

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY
AGREEMENT NUMBER 4600015881
SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION GRANT
AMENDMENT 1**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR" and the Salinas Valley Basin Groundwater Sustainability Agency, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

1. **PURPOSE.** The State shall provide funding from 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) to the Grantee to assist in financing the Salinas Valley GSP Implementation Grant (Project). By executing this Agreement, the Grantee certifies that the purpose of the Project is to implement SGMA as outlined in the Grantee's GSP or Alternative to a GSP. The provision of State funds pursuant to this Agreement shall not be construed or interpreted to mean that the Groundwater Sustainability Plan (GSP) or Alternative to GSP, or any components of the GSP, implemented in accordance with the Work Plan as set forth in Exhibit A will be: adopted by the applicable Groundwater Sustainability Agency (GSA); obtain the necessary desirable results of Sustainable Management Criteria; or, meet all of the evaluation and assessment criteria when submitted to DWR as required by the SGMA and implementing regulations.
2. **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on JANUARY 01, 2024, and ends three (3) years following the final payment unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by MARCH 31, 2026, and no funds may be requested after APRIL 15, 2026.
3. **GRANT AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed \$10,393,900. Any additional costs are the responsibility of the Grantee.
4. **BASIC CONDITIONS.** The State shall have no obligation to disburse money for the Project under this Grant Agreement until the Grantee has satisfied the following conditions:
 - A. The Grantee must demonstrate compliance with all eligibility criteria set forth on Pages 7 through 13 of the *SGM Grant Program 2021 Guidelines, amended April 2023 (2021 Guidelines)*.
 - B. For the term of this Grant Agreement, the Grantee submits Quarterly Progress Reports, associated quarterly invoices, and all invoice backup documentation no later than sixty (60) days following the end of the calendar quarter (e.g. submitted by May 30th, August 29th, November 29th, and February 28th) and all other deliverables as required by Paragraph 11, "Submission of Reports" and Exhibit A, "Work Plan".
 - C. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State:
 - i. Final plans and specifications certified by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A, "Work Plan" of this Grant Agreement.
 - ii. Work that is subject to the California Environmental Quality Act (CEQA) process and/or environmental permitting shall not proceed under this Grant Agreement until the following actions are performed:
 - a. The Grantee submits to the State all applicable environmental permits as indicated on the Environmental Information Form (EIF) to the State,
 - b. Documents that satisfy the CEQA process are received by the State,
 - c. The State has completed its CEQA compliance review as a Responsible Agency, and

- d. The Grantee receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. The Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.

iii. A monitoring plan as required by Paragraph 13, "Project Monitoring Plan Requirements."

5. DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
6. ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget." Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after OCTOBER 4, 2022, shall be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to the following items:

- A. Costs for preparing and filing a grant application and/or spending plan.
- B. Costs associated with the formation of a GSA(s) or other board formation that is responsible for implementing SGMA.
- C. Operation and maintenance costs, including post construction performance and monitoring costs.
- D. Purchase of equipment not an integral part of a project.
- E. Establishing a reserve fund.
- F. Purchase of water supplies.
- G. Replacement of existing funding sources.
- H. Travel and per diem costs, except for mileage.
- I. Support of existing agency requirements and mandates.
- J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
- K. Meals, food items, or refreshments.
- L. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.

M. Overhead and indirect costs: "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

7. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 4, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee via US mail or Express mail delivery of a "wet signature" invoice or an electronic invoice certified and transmitted via DocuSign for costs incurred and timely Quarterly Progress Reports as required by Paragraph 11, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Invoices must accompany a Quarterly Progress Report and shall be submitted within no later than sixty (60) days following the end of the calendar quarter (e.g. submitted by May 30th, August 29th, November 29th, and February 28th). The State will notify the Grantee, in a timely manner, whenever, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice. If backup documentation provided is outside of the period identified in the particular invoice, the Grantee must provide justification within the associated Quarterly Progress Report and note the discrepancy on the Invoice Submittal Summary Sheet.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
 - i. Invoices must contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
 - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount."

Original signature and date (in ink) of the Grantee's Project Representative. Submit the original "wet signature" copy of the invoice form to the following address: Maria Jochimsen at P.O. Box 942836, Sacramento, CA 94236-0001 or an electronic signature certified and transmitted via DocuSign from authorized representative to Maria.Jochimsen@water.ca.gov.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any

invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs/cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

8. WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 9, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 9. If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.
9. DEFAULT PROVISIONS. The Grantee will be in default under this Grant Agreement if any of the following occur:
- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
- i. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
 - ii. Failure to operate or maintain the Project in accordance with this Grant Agreement.
 - iii. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
 - iv. Failure to submit quarterly progress reports pursuant to Paragraph 4.
 - v. Failure to routinely invoice the State pursuant to Paragraph 7.
 - vi. Failure to meet any of the requirements set forth in Paragraph 10, "Continuing Eligibility."
 - vii. A determination pursuant to Government Code section 11137 that the Grantee has violated any of the following: Government Code sections 11135 or 12960 et seq.; Civil Code sections 51-54.2, inclusive; or any regulations adopted to implement these sections.
- B. Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:
- i. Declare the funding be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of default.
 - ii. Terminate any obligation to make future payments to the Grantee.
 - iii. Terminate the Grant Agreement.

- iv. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

10. CONTINUING ELIGIBILITY. The Grantee must meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2021 Guidelines, amended April 2023, to remain eligible to receive State funds:
 - A. The Grantee must continue to demonstrate eligibility and the groundwater basin must continue to be an eligible basin as outlined in the 2021 Guidelines, amended April 2023, and 2021 PSP.
 - B. Grantee must adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406) for data sharing, transparency, documentation, and quality control.
 - C. If the Grantee diverting surface water, the Grantee must maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et seq.
 - D. If applicable, maintain compliance with the Urban Water Management Planning Act (Wat. Code, § 10610 et seq.).
 - E. If applicable, maintain compliance with Sustainable Water Use and Demand Reduction requirements outlined in Water Code Section 10608, et seq.
 - F. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
11. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Grant Manager, and shall be submitted via DWR's "Grant Review and Tracking System" (GRanTS), or an equivalent online submittal tool. If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such project.
 - A. Quarterly Progress Reports: The Grantee shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be uploaded via GRanTS, or an equivalent online submittal tool, and the State's Grant Manager notified of upload. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, the Grantees activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Quarterly Progress Report should be submitted to the State no later than APRIL 30, 2024 with future reports then due on successive three-month increments based on the invoicing schedule and this date. The DWR Grant Manager will provide a Quarterly Progress Report template that shall be used for the duration of the Agreement.

- B. Groundwater Sustainability Plan or Alternative: The Grantee shall ensure that any updates to the GSP or Alternative shall be formatted, drafted, prepared, and completed as required by the GSP Regulations, and in accordance with any other regulations or requirements that are stipulated through SGMA.
- C. Component Completion Report(s): The Grantee shall prepare and submit to the State a separate Component Completion Report for each component included in Exhibit A, "Work Plan". The Grantee shall submit a Component Completion Report within 90 calendar days of component completion or 90 calendar days before the work completion date listed on Page 1, Paragraph 2, whichever is soonest. Each Component Completion Report shall include, in part, a description of actual work done, any changes or amendments to each component, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Component Completion Report shall also include, if applicable, certification of final component by a California Registered Civil Engineer (or equivalent registered professional as appropriate), consistent with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer". A DWR "Certification of Project Completion" form will be provided by the State.
- D. Grant Completion Report: Upon completion of the Project included in Exhibit A, "Work Plan" the Grantee shall submit to the State a Grant Completion Report. The draft Grant Completion Report shall be submitted to the DWR Grant Manager for comment and review 90 days before the work completion date outlined on Page 1, Paragraph 2. The final Grant Completion Report shall address the DWR Grant Manager's comments prior to the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements". Retention for the project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted and approved by the State.
- E. Post Performance Reports: the Grantee shall submit Post Performance Reports. Post Performance Reports shall be submitted to the State within 90 calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the completed project begins operation.
- F. Deliverable Due Date Schedule: The Grantee shall submit a Deliverable Due Date Schedule within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the Deliverable Due Date Schedule has been received by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager and the revised schedule saved in the appropriate project files.
- G. Environmental Information Form (EIF): Prepare and submit the EIF within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the EIF has been received by the DWR Grant Manager.
12. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of the Grantee to ensure operation and maintenance of the projects in accordance with

this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 9, "Default Provisions."

13. PROJECT MONITORING PLAN REQUIREMENTS. As required in Exhibit A, "Work Plan", a Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post Performance Monitoring Report requirements as defined and listed in Exhibit J, "Monitoring and Maintenance Plan Components". The SGM Grant Program has developed post construction monitoring methodologies that shall be used for the Post Performance Reporting.
14. NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 - B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
 - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
 - D. The initiation of any litigation or the threat of litigation against the Grantee regarding the Project or that may affect the Project in any way.
 - E. For implementation/construction Projects, final inspection of the completed work on a project by a Registered Civil Engineer, in accordance with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer." The Grantee shall notify the State's Grant Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
15. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.
 - B. By certified U.S. mail, return receipt requested, postage prepaid.
 - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 - D. By electronic means.
 - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

16. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

17. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources
Arthur Hinojosa
Manager, Division of Regional Assistance
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 902-6713
Email: Arthur.Hinojosa@water.ca.gov

Salinas Valley Basin GSA
Piret Harmon
General Manager
PO Box 1350
Carmel Valley, CA 93924
Phone: (831) 471-7512
Email: harmonp@svbgsa.org

Direct all inquiries to the Grant Manager:

Department of Water Resources
Maria Jochimsen
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 326-9025
Email: maria.jochimsen@water.ca.gov

Salinas Valley Basin GSA
Emily Gardner
Deputy General Manager
PO Box 1350
Carmel Valley, CA 93924
Phone: (831) 471-7512 Ext: 204
Email: gardnere@svbgsa.org

Either party may change its Grant Manager, Project Representative, or Project Manager upon written notice to the other party.

18. STANDARD PROVISIONS AND INTEGRATION. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A– Work Plan

Exhibit B– Budget

Exhibit C– Schedule

Exhibit D– Standard Conditions

Exhibit E– Authorizing Resolution Accepting Funds

Exhibit F– Report Formats and Requirements

Exhibit G– Requirements for Data Submittal

Exhibit H– State Audit Document Requirements

Exhibit I– Project Location

Exhibit J– Monitoring and Maintenance Plan Components

Exhibit K– Appraisal Specifications

Exhibit L– Information Needed for Escrow Process and Closure

Exhibit M– Invoice Guidance for Administrative and Overhead Charges

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

SALINAS VALLEY BASIN GSA

Arthur Hinojosa
Manager, Division of Regional Assistance

Piret Harmon
General Manager

Date_____

Date_____

Approved as to Legal Form and Sufficiency

_____ for
Robin Brewer
Assistant General Counsel,
Office of the General Counsel

Date_____

Exhibit A

WORK PLAN

Project Title: Salinas Valley GSP Implementation Grant (Project)

Project Description: The Work Plan includes GSP implementation activities for 4 Salinas Valley subbasins: Eastside Aquifer, Forebay Aquifer, Upper Valley Aquifer, and Langley Area. These activities emphasize the integrated, valley-wide approach to groundwater sustainability adopted by SVBGSA. These activities build on and complement the existing 180/400-Foot Aquifer Subbasin existing Round 1 SGMA Implementation Grant, are coordinated with the Arroyo Seco GSA, and complement the Monterey Subbasin Round 2 SGMA Implementation Grant application that is being led by Marina Coast Water District GSA. The Work Plan includes six Components:

- Component 1: Grant Agreement Administration
- Component 2: Data Expansion and SGMA Compliance
- Component 3: Engagement of Interested Parties and URCs
- Component 4: Groundwater Recharge Feasibility
- Component 5: Demand Management
- Component 6: Alternative Supply Feasibility and CEQA Initial Study

COMPONENT 1: GRANT ADMINISTRATION

Category (a): Grant Agreement Administration

Prepare reports detailing work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement. Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports and should be submitted to the DWR Grant Manager for review to receive reimbursement of Eligible Project Costs. Collect and organize backup documentation by component, budget category, and task and prepare a summary Excel document detailing contents of the backup documentation organized by component, budget category, and task.

Prepare and submit the Environmental Information Form (EIF) within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the EIF has been received by the DWR Grant Manager. Submit a deliverable due date schedule within 30 days of the execution date of the Grant Agreement to be reviewed and approved by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager and the revised schedule saved in the appropriate project files.

Prepare the Draft Grant Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the work completion date. DWR's Grant Manager will review the Draft Grant Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Grant Completion Report addressing the DWR Grant Manager's comments prior to the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Grant Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Execute the Component work plan and tasks, including subgrantee and consultant project and task management. Track work plan progress and hold coordination meetings regarding the performance of work to complete grant components and deliverables. Prepare solicitations for consultant work plan support and provide oversight of tasks and related component implementation.

Deliverables:

- EIF
- Deliverable due date schedule
- Quarterly Progress Reports, Quarterly Invoices, and all required backup documentation
- Draft and Final Grant Completion Reports

COMPONENT 2: DATA EXPANSION AND SGMA COMPLIANCE

Component 2 collects, refines, and updates necessary data and assessment tools for 4 adjacent subbasins of the Salinas Valley: the Eastside Aquifer, Forebay Aquifer, Upper Valley Aquifer, and Langley Area Subbasins. It focuses on data expansion and SGMA compliance by filling data gaps, revising the hydrogeologic conceptual models, and updating the groundwater models. These tasks address anticipated DWR comments on the GSPs, complete the monitoring networks, and provide the foundational groundwater basin understanding that will be used to develop 5-year updates, complete with new data. The new data and refined modeling will increase the understanding of the subbasins and are critical for making decisions on projects and management actions to reach sustainability.

Category (a): Component Administration

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 2 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Execute the Component work plan and tasks, including subgrantee and consultant project and task management. Track work plan progress and hold coordination meetings regarding the performance of work to complete grant components and deliverables. Prepare solicitations for consultant work plan support and provide oversight of tasks and related component implementation.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / DesignTask 1: Expansion of Groundwater Extraction Monitoring

Develop plan for expanding and enhancing the existing Groundwater Extraction Management System (GEMS) to increase reliability and efficiency of extraction data collection, and expand to include all areas of the Eastside, Forebay, Langley, and Upper Valley Subbasins. Design GEMS expansion in collaboration with the Monterey County Water Resources Agency (MCWRA). Leverage reports from similar analyses in other parts of the state to balance accuracy and cost of implementation. Develop a summary report with recommendations.

Initiate a well registration program to establish a relatively accurate count of all active wells in the 4 Subbasins. Collaborate with MCWRA and the County Environmental Health Bureau to develop the initial data set of active wells.

Deliverables:

- Well Registration Program Report
- GEMS Expansion and Enhancement Feasibility Report

Task 2: Monitoring Well Location Identification, Planning, and Landowner Access Agreement

Identify or plan and design a minimum of 18 monitoring wells in the 4 Subbasins - 11 to fill groundwater level data gaps, 3 to fill interconnected surface water data gaps, and 4 to monitor conditions near GDEs. Review existing well locations, land uses, and hydrogeologic conceptual models to identify exact locations for monitoring wells. Add existing wells to monitoring network. Plan and design new wells. Acquire site access and landowner agreements. Obtain any and all access agreements pursuant to this Agreement. Obtain all necessary permits required for well installation, including CEQA documentation, if required. Develop technical specifications for each new monitoring well that details the project components, requirements, logistics, and performance metrics.

Construction may not begin and no costs for Category (c) may be incurred until an exemption from CEQA is granted, or the State has reviewed the CEQA document(s), completed its CEQA responsible agency obligations and given its environmental clearance in accordance with Paragraphs 4 and D.8 of this Agreement. Any costs incurred for Category (c) prior to an exemption from CEQA is granted, or DWR gives its environmental clearance shall not be reimbursed and any such amounts shall be deducted from the total Grant Amount in Paragraph 3.

Deliverables:

- Landowner access agreement(s)
- Map(s) of approved locations for monitoring wells
- 100% well design, plans, and specifications
- Required environmental documentation for CEQA compliance
- Copies of required permits, if applicable

Category (c): Implementation / Construction

Task 3: Groundwater Level and Interconnected Surface Water Monitoring Well Installation

Complete installation of the monitoring wells sited and designed in Task 2. Incorporate the specifications developed in Task 2 to secure a contractor and award the contract. Provide hydrogeologist field oversight during well installation including pre-, during-, and post-construction activities; and develop detailed field notes on all activities, safety, changes, and progress. Prepare any change orders and provide summaries in associated quarterly Progress Reports. Record drawings of each well and submit to the DWR Grant Manager.

Deliverables:

- Well completion report(s) and detailed geologic logs
- Bid document(s) and awarded drilling and hydrogeological services contracts, if applicable
- Notice of Award and Notice to Proceed, if applicable
- Photo documentation included within the quarterly Progress Report

Category (d): Monitoring / Assessment

Task 4: Aquifer Properties Tests

Select potential wells for aquifer testing in each of the 4 subbasins, for a total of 12 wells, considering factors such as well design, well condition, and water disposal options. Identify nearby wells for monitoring, negotiate with landowners for well access, and obtain necessary permits. Test each well for a minimum of 8 hours, followed by a 4-hour monitored recovery period. Analyze both drawdown and recovery tests to determine aquifer properties and spatially varying aquifer properties. Draft a technical memorandum of all test data and results, including photos and analyses.

Deliverables:

- Aquifer Properties Tests Technical Memorandum

Task 5: Incorporate New Data into Hydrogeologic Conceptual Models (HCMs) for 4 Subbasins

Compile all new data generated since original GSPs were written, including Aerial Electromagnetic (AEM) surveys, aquifer tests, new Well Completion Reports, and any newly provided data from stakeholders. Use new data to enhance HCMs for individual subbasins and the Valley as a whole. Compare new data to existing data and estimate data accuracy and worth using a scientifically sound framework that includes overall geologic history and current groundwater conditions. Refine HCMs by comparing resistivities from AEM surveys to borehole geophysical logs, high quality well-completion reports, existing geologic interpretations (such as cross-sections), and known geology.

Deliverables:

- Refined and enhanced HCM Chapters for inclusion in 4 Subbasins' GSP 5-year Periodic Evaluations
- Valley-wide Hydrogeologic Conceptual Model

Task 6: Modeling for 5-Year Updates: Review Completed Model, Update, and Reevaluate Climate Assumptions

Review, refine and update the final Salinas Valley Integrated Hydrologic Model (SVIHM) to enhance its usability for SGMA needs. Review climate change scenarios and incorporate into Salinas Valley Operational Model (SVOM). Assess and improve calibration data set. Update system conceptualization, including adapting layering according to data from DWR and SVBGSA's airborne electromagnetic (AEM) surveys, and results from the Deep Aquifers Study. Interrogate and potentially revise simulated crop information. Refine pumping distribution to enhance usability for demand management. Refine connection between the 180/400-Foot Aquifer Subbasin and Eastside Subbasin. Develop tools to enhance water budget capabilities.

Deliverables:

- Technical Memorandum summarizing model review
- Technical Memorandum of climate change scenario options and recommendations
- Report summarizing model updates

Task 7: Establishment of GDE Monitoring

Establish Groundwater Dependent Ecosystem (GDEs) monitoring protocols. Extend methodology developed by Central Coast Wetlands Group (CCWG) using state wetland monitoring protocols (RipRam or California Rapid Assessment Method). Use existing wells and additional shallow monitoring wells installed under Tasks 2 and 3 to monitor the relationships between groundwater levels and GDEs.

Deliverables:

- GDE Mapping and Identification Memorandum Update
- GDE monitoring protocol

Category (e): Engagement / Outreach

Not applicable to this Component

COMPONENT 3: ENGAGEMENT OF INTERESTED PARTIES AND URCs

Component 3 provides interested party outreach and engagement activities by the SVBGSA. Component 3 will provide additional interested party outreach and engagement to DACs, SDACs, and Underrepresented Communities in the Eastside, Forebay, Langley, and Upper Valley Subbasins with the intent to keep these communities engaged in GSP implementation, including regularly scheduled SVBGSA Advisory Committee meetings (bi-monthly); Board of Directors meetings (quarterly); the Eastside, Forebay, Langley, and Upper Valley Subbasin Implementation Committees (16 meetings per year), and technical advisory committee meetings (bi-monthly). There will also be project specific meetings for interested parties. To increase outreach and assist domestic well owners with water reliability, Component 3 also includes support for the State Dry Well Notification System and workshops on residential projects such as rain barrels and rain gardens.

Category (a): Component Administration

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 3 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Execute the Component work plan and tasks, including subgrantee and consultant project and task management. Track work plan progress and hold coordination meetings regarding the performance of work to complete grant components and deliverables. Prepare solicitations for consultant work plan support and provide oversight of tasks and related component implementation.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design

Not applicable to this Component

Category (c): Implementation / Construction

Not applicable to this Component

Category (d): Monitoring / Assessment

Not applicable to this Component

Category (e): Engagement / Outreach**Task 1: SVBGSA Interested Party Engagement Materials**

Provide interested parties opportunities to be informed and engaged in GSP implementation which includes scientific communication and groundwater model educational programs in addition to the development of outreach materials. Produce accessible communications products including web page information, outreach materials, public presentations, and hosting of public workshops. Develop informational materials for outreach booths at community events and develop storyboards for the website. Engagement and outreach materials will be used with the following committees and communities annually over the contract period: SVBGSA Board of Directors, SVBGSA Advisory Committee, Subbasin Implementation Committees, Groundwater Technical Advisory Committee Meetings, and Public Workshops, and community events.

Deliverables:

- Photo of Updated Web Home Page
- Copies of updated Mailchimp newsletters
- Copies of groundwater outreach materials

Task 2: Outreach to Underrepresented Communities and Domestic Well Owners

Prioritize implementation of the SVBGSA Underrepresented Communities Engagement Strategy. Work with an Outreach Coordinator to provide additional information to underrepresented communities and domestic well owners to engage them in GSP implementation, before and during public meetings. Conduct simultaneous translation of workshops and translation of written materials. Work with domestic well owners to connect them to resources and information for water reliability, including the Dry Well Notification System, well registration, and conservation opportunities and supplies including flowmeters, transducers and data management systems.

Deliverables:

- Update to the SVBGSA Underrepresented Communities engagement strategy
- Translated materials available on SVBGSA website
- Copies of outreach materials for domestic well owners

Task 3: Water Quality Coordination Group, and Land Use Jurisdiction Coordination Program, and Other Coordination with Partner Agencies

Partner with local Agencies to jointly implement the 4 GSPs, the Water Quality Coordination Group, and Land Use Jurisdiction Coordination Program. Conduct coordination meetings with the following agencies over the contract period: Monterey County Water Resources Agency, Monterey County, Central Coast Regional Water Quality Control Board, Monterey County Environmental Health Bureau, Arroyo Seco Groundwater Sustainability Agency, and other GSAs.

Deliverables:

- Land Use Jurisdiction Coordination Program Update Report
- Water Quality Coordination Update Report

Task 4: Investigate Water Quality in the Arroyo Seco Cone Management Area

Investigate rural residential water quality in the Arroyo Seco Cone Management Area by developing information for rural residents about common groundwater quality issues and options for obtaining safe and aesthetic potable water in homes.

Deliverables:

- Report: Rural residential water quality in Arroyo Seco Cone Management Area

Task 5: Project Specific Meetings for Interested Parties

Conduct project specific meetings for interested parties to learn about project concepts and provide input. Conduct additional outreach and obtain involvement from interested parties for the following projects: inter-subbasin impacts of demand management, groundwater recharge feasibility, and alternative supply feasibility.

Coordinate meetings of the Subbasin Implementation Committees, Advisory Committee, Board of Directors and community groups to discuss the following specific projects and actions over the contract period: demand management measures (4 presentations), groundwater recharge feasibility (flow availability analysis, Somavia Road recharge, reservoir operations) (4 presentations), , and alternative supply feasibility including Seawater Intrusion Extraction Barrier and Regional Water Supply Phase 1a and CSIP Expansion (4 presentations).

Deliverables:

- Interested party outreach meeting materials

Task 6: Sustainability Strategy Report

Summarize and coordinate updated information on projects and management actions resulting from this grant and other concurrent work. Refine estimates of project costs in relation to benefits and potential beneficiaries.

Deliverables:

- Sustainability Strategy Report Project and Management Actions Feasibility and Costs Update Report

COMPONENT 4: GROUNDWATER RECHARGE FEASIBILITY

Component 4 will undertake high-level feasibility studies on groundwater recharge projects in the Eastside, Forebay, and Upper Valley, in accordance with subbasin-specific appropriate projects, as outlined in each respective GSP. In the Eastside, an updated Water Availability Analysis for the 11043 Diversion will help to determine the viability of the 11043 Diversion project and Salinas River Recharge Study at Somavia Road. The Forebay and Upper Valley Subbasin GSPs include a Reservoir Reoperation Feasibility Study.

Category (a): Component Administration

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 4 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Execute the Component work plan and tasks, including subgrantee and consultant project and task management. Track work plan progress and hold coordination meetings regarding the performance of work to complete grant components and deliverables. Prepare solicitations for consultant work plan support and provide oversight of tasks and related component implementation.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design

Task 1: Reservoir Reoperation Feasibility Study

Design and model reservoir reoperation scenarios for enhanced groundwater recharge and/or diverting water for use in lieu of groundwater. Develop reservoir reoperation scenarios in collaboration with MCWRA and evaluate the modeled scenarios for groundwater benefits and to better assess stream depletion. Build on MCWRA work to develop a Habitat Conservation Plan, which may include legal analysis needed to determine viability of scenarios under existing flow prescriptions.

Deliverables:

- Technical memorandum summarizing reservoir reoperation scenario design, method of analysis, and impact on groundwater conditions

Task 2: Salinas River Recharge Study at Somavia Road

Conduct higher level feasibility for Reservoir Reoperation, the Eastside Irrigation Supply Project, and Castroville Seawater Intrusion Project (CSIP) Expansion by conducting field studies to assess Salinas River recharge around Somavia Road, an area of high recharge. Complete field studies to estimate recharge rates using temporary stream gauges and temperature probes to address uncertainty that complicates reservoir operations. Assess river recharge rates in terms of: (1) optimizing reservoir operations in terms of releasing water for CSIP, (2) evaluating potential source water for CSIP expansion, and (3) establishing project feasibility and a conceptual project size for the Eastside Irrigation Supply Project, since the size of the project is highly dependent on the Salinas River recharge rates in that specific area.

Deliverables:

- Report on Salinas River recharge rates and locations near Somavia Road

Task 3: 11043 Diversion Updated Water Availability Analysis

Complete updated water availability analysis for the 11043 Diversion projects in the Eastside Subbasin GSP, leveraging DWR's streamlined Water Availability Analysis approach if possible. Develop water availability analysis based on historical streamflow and reservoir release data. Review and select at least 2 climate change scenarios. Complete future water availability analysis for the 11043 Diversion project with the 2 diversion points in the permit (Soledad and Chualar) based on selected climate change scenarios which may include modeling and/or legal analysis to assess streamflow available at diversion points. Undertake analysis in coordination with MCWRA.

Deliverables:

- 11043 Diversion Updated Water Availability Analysis

Category (c): Implementation / Construction

Not applicable to this Component

Category (d): Monitoring / Assessment

Not applicable to this Component

Category (e): Engagement / Outreach

Not applicable to this Component

COMPONENT 5: DEMAND MANAGEMENT

Demand management measures are identified in all 4 GSPs as potential management actions that could be undertaken to reach or maintain sustainability. Demand management measures are important components of Salinas Valley GSPs to avoid sole reliance on supply side management actions and projects. Component 5 refines the conceptual descriptions and plans for demand management appropriate to each subbasin, since the need for, and design of demand management measures varies by subbasin. The overdrafted Eastside and Langley Subbasin GSPs include Pumping Allocations and Controls, Following, Follow Bank, and Agricultural Land Retirement actions. The non-overdrafted Forebay and Upper Valley Subbasin GSPs call for the establishment of Sustainable Management Criteria (SMC) Technical Advisory Committees (SMC TACs) to annually review groundwater conditions and assess whether they warrant action, such as demand management. Each subbasin's demand management measures will require common agreements about

extraction data, stakeholder involvement, potential and specific actions, goals, monitoring methods, and contingency plans for drought or other conditions. This Component conducts the planning and design of demand management measures appropriate for each subbasin, including legal analyses, modeling of options, and facilitating discussions on the structure, options, and expected results. Demand management measures will be designed on the subbasin level, led by subbasin implementation committees. To ensure alignment between subbasin-specific demand management measures and prevention of harm to adjacent subbasins, Task 3 supports modeling and assessment of inter-subbasin impacts of demand management.

Category (a): Component Administration

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 5 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Execute the Component work plan and tasks, including subgrantee and consultant project and task management. Track work plan progress and hold coordination meetings regarding the performance of work to complete grant components and deliverables. Prepare solicitations for consultant work plan support and provide oversight of tasks and related component implementation.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design

Task 1: Plan for Demand Management in Overdrafted Subbasins

Initiate a facilitated demand management dialogue in the overdrafted Eastside and Langley Subbasins, which may include flexibility options such as rotational fallowing and coordinating with land repurposing efforts. Conduct facilitated discussions on demand management measures, options, and expected results. Conduct legal analyses of water rights in the context of demand management. Identify potential options for reducing demand using existing models.

Deliverables:

- Copy of meeting outcomes
- Summary of demand management options in each subbasin

Task 2: Establish SMC Technical Advisory Committees in Non-overdrafted Subbasins

Establish and convene the SMC TAC in the non-overdrafted Forebay and Upper Valley Subbasins. Review current conditions in Annual reports, assess when conditions warrant additional action, and make recommendations to the Subbasin Committees on management actions and projects such as recharge or demand management; to be conducted by the SMC TAC.

Deliverables:

- Documentation of SMC TAC establishment
- Summary of SMC TAC review of Annual Reports for WY2023 and WY2024

Task 3: Inter-subbasin Impacts of Demand Management

Assess inter-subbasin impacts of subbasin-specific demand management and demand management in areas that cross subbasins. Model the impacts of potential demand management actions on groundwater conditions in adjacent subbasins. Determine if there is need for 2 adjacent subbasins to both implement demand management measures, and if a need is determined, assess the joint interaction of impacts to groundwater conditions.

Deliverables:

- Technical Memorandum on Inter-subbasin Impacts of Demand Management Actions Under Consideration

Category (c): Implementation / Construction

Not applicable to this Component

Category (d): Monitoring / Assessment

Not applicable to this Component

Category (e): Engagement / Outreach

Not applicable to this Component

COMPONENT 6: ALTERNATE SUPPLY FEASIBILITY AND CEQA INITIAL STUDY

Component 6 assesses the feasibility of expanding the regional benefits of a Seawater Intrusion Extraction Barrier/Regional Water Supply Project, which consists of a seawater extraction barrier, desalting treatment facility, and distribution system for treated water. This project could have extensive regional benefits, and project success relies on coordinating efforts of many beneficiaries and funds from multiple grant applications. The seawater extraction barrier would help stop advancement of seawater intrusion in the 180/400-Foot Aquifer Subbasin and Monterey Subbasins and reduces the risk of seawater intrusion into the Eastside and Langley Subbasins. In lieu water supplies could help reduce extraction in the Eastside, Langley and Monterey Subbasins with the delivery of treated water. Component 6 builds on the Phase I feasibility study being completed with the Round 1 SGMA Implementation Grant for the 180/400-Foot Aquifer Subbasin. This Component completes Phase I through further potential end-user outreach, conducting 10% design on the distribution system for desalted water and preparing an Initial Study to start the CEQA process. In addition, to bring additional water supplies to the Eastside, Langley and Monterey Subbasins, Component 6 includes a high-level feasibility study of expanding the Castroville Seawater Intrusion Project (CSIP) which delivers a blend of recycled, river, and groundwater for irrigation. Expanding CSIP would provide an alternative supply of irrigation water to reduce reliance on groundwater.

Category (a): Component Administration

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 6 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit it to the DWR Grant Manager for comment and review 90 days before the work completion date for the component. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Submit a Final Component Completion Report addressing the DWR Grant Manager's comments

within 30 days before the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Execute the Component work plan and tasks, including subgrantee and consultant project and task management. Track work plan progress and hold coordination meetings regarding the performance of work to complete grant components and deliverables. Prepare solicitations for consultant work plan support and provide oversight of tasks and related component implementation.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design

Task 1. Seawater Intrusion Extraction Barrier and Regional Water Supply Project Feasibility Phase I.a: Treated Water Distribution and CEQA Initial Study

Assess the feasibility of expanding regional benefits of the proposed desalting plant. Build on feasibility work completed under the Round 1 SGMA Implementation Grant underway in the 180/400-Foot Aquifer Subbasin, and in coordination with the seawater intrusion control feasibility work in the Monterey Subbasin Round 2 grant. Identify and conduct further outreach to potential end users for desalted water in the Eastside, Langley and Monterey Subbasins. Complete conceptual scoping of the 10% design of a distribution system to deliver desalted water to be used in lieu of groundwater extraction. Identify alternatives for pipeline alignments, high level archeology review, and high-level sensitive species and habitat review. Compare options for distribution network. Update costs associated with 3 options. Conduct a CEQA Initial Study to initiate the environmental review process and any additional studies that would be required in an Environmental Impact Report in order to advance the Seawater Intrusion Project Feasibility Studies.

Deliverables:

- 10% engineering design for distribution network for desalted water
- CEQA Initial Study

Task 2. High Level Feasibility Study for CSIP Expansion

Develop and compare options for CSIP expansion. Conduct hydraulic modeling and assessment of potential expansion options if there was additional supply. Assess expansion configurations and extents based on land use, anticipated groundwater impacts of expansion, system constraints, and source water options. Undertake legal studies and develop annexation policies critical for expanding CSIP. Analyze options for expansion into contiguous and non-contiguous lands. Develop annexation policy for contiguous versus non-contiguous access lands and rights-of-way.

Deliverables:

- Feasibility Study for CSIP Expansion
- Annexation policy for contiguous versus non-contiguous access lands and rights-of-way

Category (c): Implementation / Construction

Not applicable to this Component

Category (d): Monitoring / Assessment

Not applicable to this Component

Category (e): Engagement / Outreach

Not applicable to this Component

Exhibit B
BUDGET

Grant Title: Salinas Valley GSP Implementation Grant
Grantee: Salinas Valley Basin GSA

Components	Grant Amount
Component 1: Grant Administration	\$270,000
Component 2: Data Expansion and SGMA Compliance	\$5,852,000
Component 3: Engagement of Interested Parties and URCs	\$1,833,100
Component 4 : Groundwater Recharge Feasibility	\$935,000
Component 5: Demand Management	\$623,800
Component 6: Alternative Supply Feasibility and CEQA	\$880,000
Total:	\$10,393,900

Component 1: Grant Administration

Component serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Grant Agreement Administration	\$270,000
Total:	\$270,000

Component 2: Data Expansion and SGMA Compliance

Component 2 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$532,000
(b) Environmental / Engineering / Design	\$320,000
(c) Implementation / Construction	\$3,350,000
(d) Monitoring / Assessment	\$1,650,000
(e) Engagement / Outreach	\$0
Total:	\$5,852,000

Component 3: Engagement of Interested Parties and URCs

Component 3 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$166,646
(b) Environmental / Engineering / Design	\$0
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$1,666,454
Total:	\$1,833,100

Component 4: Groundwater Recharge Feasibility

Component 4 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$ 85,000
(b) Environmental / Engineering / Design	\$ 850,000
(c) Implementation / Construction	\$ 0
(d) Monitoring / Assessment	\$ 0
(e) Engagement / Outreach	\$ 0
Total:	\$ 935,000

Component 5: Demand Management

Component 5 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$ 56,709
(b) Environmental / Engineering / Design	\$ 567,091
(c) Implementation / Construction	\$ 0
(d) Monitoring / Assessment	\$ 0
(e) Engagement / Outreach	\$ 0
Total:	\$ 623,800

Component 6: Alternative Supply Feasibility and CEQA Initial Study

Component 6 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$ 80,000
(b) Environmental / Engineering / Design	\$ 800,000
(c) Implementation / Construction	\$ 0
(d) Monitoring / Assessment	\$ 0
(e) Engagement / Outreach	\$ 0
Total:	\$ 880,000.00

Exhibit C
SCHEDULE

Grant Title: Salinas Valley GSP Implementation Grant

Categories	Start Date¹	End Date¹
Component 1: Grant Administration	January 1, 2024	April 15, 2026
(a) Grant Agreement Administration	01/01/2024	04/15/2026
Component 2: Data Expansion and SGMA Compliance	January 1, 2024	March 31, 2026
(a) Component Administration	01/01/2023	03/31/2026
(b) Environmental / Engineering / Design	01/01/2023	07/30/2025
(c) Implementation / Construction	12/01/2023	12/30/2025
(d) Monitoring / Assessment	12/01/2023	03/31/2026
(e) Education / Outreach	N/A	N/A
Component 3: Engagement of Interested Parties and URCs	October 5, 2022	March 31, 2026
(a) Component Administration	10/05/2022	03/31/2026
(b) Environmental / Engineering / Design	N/A	N/A
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	N/A	N/A
(e) Education / Outreach	10/04/2022	03/31/2026
Component 4: Groundwater Recharge Feasibility	July 1, 2023	February 28, 2026
(a) Component Administration	07/01/2023	02/28/2026
(b) Environmental / Engineering / Design	07/01/2023	02/28/2026
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	N/A	N/A
(e) Education / Outreach	N/A	N/A
Component 5: Demand Management	January 1, 2024	February 28, 2026
(a) Component Administration	01/01/2023	02/28/2026
(b) Environmental / Engineering / Design	01/01/2023	02/28/2026
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	N/A	N/A
(e) Education / Outreach	N/A	N/A

Categories	Start Date ¹	End Date ¹
Component 6: Alternative Supply Feasibility and CEQA Initial Study	January 1, 2024	February 28, 2026
(a) Component Administration	01/01/2024	02/28/2026
(b) Environmental / Engineering / Design	01/01/2024	02/28/2026
(c) Implementation / Construction	N/A	N/A
(d) Monitoring / Assessment	N/A	N/A
(e) Education / Outreach	N/A	N/A

NOTES:

¹Exhibit C Schedule only dictates the work start date and the work end date for the Budget Category listed. The Grantee must adhere to the Deliverable Due Date Schedule that has been approved by the DWR Grant Manager. The dates listed in Exhibit C Schedule are date ranges that correlates to the Deliverable Due Date Schedule. Eligible costs for each line item will only be approved if the work completed falls within the date ranges listed in Exhibit C.

Exhibit D**STANDARD CONDITIONS****D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**

- A. **Separate Accounting of Funding Disbursements:** the Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. The Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. The Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. The Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the State at any and all reasonable times.
- B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- C. **Remittance of Unexpended Funds:** The Grantee shall remit to the State any unexpended funds that were disbursed to the Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from the State to the Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

D.2. **ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE:** The Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from The California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

D.3. **AMENDMENT:** This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." The State shall have no obligation to agree to an amendment.

D.4. **AMERICANS WITH DISABILITIES ACT:** By signing this Grant Agreement, the Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. **AUDITS:** The State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by the State. After completion of the Project, the State may require the Grantee to conduct a final audit to the State's specifications, at the Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may elect to pursue any remedies provided in Paragraph 9, "Default Provisions" or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of the Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. (Pub. Resources Code, § 80012, subd. (b).)

- D.6. **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for this program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State to make any payments under this Grant Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement and the Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to the State, or offer a Grant Agreement amendment to the Grantee to reflect the reduced amount.
- D.7. **CALIFORNIA CONSERVATION CORPS:** The Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8. **CEQA:** Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the DWR Grant Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once the State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 9, "Default Provisions."
- D.9. **CHILD SUPPORT COMPLIANCE ACT:** The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.10. **CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. The State and the Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

- D.11. **COMPETITIVE BIDDING AND PROCUREMENTS:** The Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by the State under this Grant Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.12. **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13. **CONFLICT OF INTEREST:** All participants are 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 application 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 section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- B. **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- C. **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
- D. **Employees and Consultants to the Grantee:** Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14. **DELIVERY OF INFORMATION, REPORTS, AND DATA:** The Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.15. **DISPOSITION OF EQUIPMENT:** The Grantee shall provide to the State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by the State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory the State shall provide the Grantee with a list of the items on the inventory that the State will take title to. All other items shall become the property of the Grantee. The State shall arrange for delivery from the Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by the State.
- D.16. **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant Agreement, the Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under

the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
 - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. The Grantee's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 - i. Will receive a copy of the Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of the Grantee's condition of employment, contract or subcontract.
- D.17. **EASEMENTS:** Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant Agreement, an appropriate easement or other title restriction shall be provided and approved by the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.
- Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.
- Failure to provide an easement or other title restriction acceptable to the State may result in termination of this Agreement.
- D.18. **FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER:** Upon completion of the Project, the Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.
- D.19. **GRANTEE'S RESPONSIBILITIES:** The Grantee and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A, "Work Plan" and in accordance with Project Exhibit B, "Budget" and Exhibit C, "Schedule."
 - B. Must maintain eligibility requirements as outlined in the 2021 Guidelines, amended April 2023, and 2021 PSP and pursuant to Paragraph 10.
 - C. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
 - D. Comply with all applicable California, federal, and local laws and regulations.
 - E. Implement the Project in accordance with applicable provisions of the law.

- F. Fulfill its obligations under the Grant Agreement and be responsible for the performance of the Project.
- G. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. The Grantee shall provide copies of permits and approvals to the State.
- H. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by the State is solely for the purpose of proper administration of funds by the State and shall not be deemed to relieve or restrict responsibilities of the Grantee under this Agreement.
- I. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.20. GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.21. INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.
- D.22. INDEMNIFICATION: The Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, and any breach of this Agreement. The Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.23. INDEPENDENT CAPACITY: The Grantee, and the agents and employees of the Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.24. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may withhold disbursements to the Grantee or take any other action it deems necessary to protect its interests.
- D.25. INSPECTIONS OF PROJECT BY STATE: The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and the Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with the State.
- D.26. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the 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. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>.

For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

- D.27. **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Funding Recipient, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to work plan are changes that help clarify the original language, addition of task without deleting others, and minor edits that will not result in change to the original scope. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Funding Recipient to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.28. **NONDISCRIMINATION:** During the performance of this Grant Agreement, the Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. The Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. The Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.
- D.29. **OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.30. **PERFORMANCE BOND:** Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.31. **PRIORITY HIRING CONSIDERATIONS:** If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.32. **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner

whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with the Grantee's service of water, without prior permission of the State. The Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of the Grantee meet its obligations under this Grant Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State.

- D.33. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.34. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.35. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.36. RETENTION: The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
- D.37. RIGHTS IN DATA: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.38. SEVERABILITY: Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.39. SUSPENSION OF PAYMENTS: This Grant Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. The Grantee, its contractors, or subcontractors have made a false certification, or
 - B. The Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.40. SUCCESSORS AND ASSIGNS: This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by the State and made subject to such reasonable terms and conditions as the State may impose.
- D.41. TERMINATION BY THE GRANTEE: Subject to State approval which may be reasonably withheld, the Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, the Grantee must provide a reason(s) for termination. The Grantee must submit all progress reports summarizing accomplishments up until termination date.

- D.42. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 9, "Default Provisions," the State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 9, "Default Provisions."
- D.43. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.45. TIMELINESS: Time is of the essence in this Grant Agreement.
- D.46. UNION ORGANIZING: The Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, the Grantee, by signing this Grant Agreement, hereby certifies that:
- A. No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
 - B. The Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
 - C. The Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.
- D.47. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.48. WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

Exhibit E

AUTHORIZING RESOLUTION ACCEPTING FUNDS

**Before the Board of Directors of the
Salinas Valley Basin Sustainable Groundwater Management Agency**

Resolution No. 2022-19

Authorizing the General Manager to apply on)
behalf of the Salinas Valley Basin Groundwater)
Sustainability Agency to the California)
Department of Water Resources to obtain a grant)
for the Forebay, Upper Valley, Langley, Eastside)
GSP Implementation Project under the 2021)
Sustainable Groundwater Management (SGM))
Grant Program Implementation – Round 2 Grant.)

WHEREAS, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319, and Assembly Bill 1739, collectively known as the Sustainable Groundwater Management Act (SGMA), which amended the Water Code (Part 2.74 of Division 6 of the Water Code, Sections 10720-10737.8) and provides the framework for sustainable groundwater management planning and implementation; and,

WHEREAS, SGMA went into effect on January 1, 2015; and,

WHEREAS, SGMA requires local public agencies and Groundwater Sustainability Agencies (GSAs) to develop and implement Groundwater Sustainability Plans (GSPs) or alternatives to GSPs for designated high and medium priority groundwater basins and subbasins; and,

WHEREAS, SGMA authorizes a combination of local agencies to form a GSA by entering into a joint powers agreement as authorized by the Joint Exercise of Powers Act (Chapter 5 of Division 7 of Title 1 of the California Government Code); and,

WHEREAS, the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) is such a joint powers authority and formed effective December 22, 2016, for the purposes of being the GSA for the Salinas Valley Groundwater Basin within the County of Monterey, but not including the area within the jurisdictional boundaries of the Marina Coast Water District, City of Marina GSA, the City of Greenfield, or the adjudicated Seaside sub-basin; and,

WHEREAS, SGMA requires that a basin have an adopted GSP by no later than January 31, 2020, if a high or medium priority basin is designated as critically overdrafted, and no later than January 31, 2022, if a high or medium priority basin is not designated as critically overdrafted; and,

WHEREAS, the Salinas Valley Basin managed by the SVBGSA encompasses sub-basins that are designated by the California Department of Water Resources (DWR) as medium-priority and high- priority, and SVBGSA has completed Groundwater Sustainability Plans (GSPs) for all required sub-basins by January 31, 2020 and January 31, 2022; and,

WHEREAS, the California Budget Act of 2021 (Stats. 2021 ch. 240, § 80) appropriates a total of \$180 million for SGMA implementation, and the California Drought, Water, Parks, Climate, Coastal Protection and

Outdoor Access for All Act of 2018 (Proposition 68) (Public Resource Code § 80000 et. seq.) authorizes the Legislature to appropriate a total of \$120 million to DWR for drought and groundwater investments to achieve regional sustainability; and,

WHEREAS, DWR is administering solicitations for the Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Round 2 Grant using funds authorized by the California Budget Act of 2021 and Proposition 68 for projects that encourage sustainable management of groundwater resources and support SGMA, and/or invest in groundwater recharge projects with surface water, stormwater, recycled water, and other conjunctive use projects; NOW THEREFORE,

BE IT RESOLVED by the Board of Directors of the Salinas Valley Basin Groundwater Sustainability Agency, as follows:

1. That an application be made to the Department of Water Resources to obtain a grant under the 2021 Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Pub. Resources Code, § 80000, et seq.) and the Budget Acts of 2021 and 2022. Be it further resolved that the Salinas Valley Basin Sustainable Groundwater Management Agency has the authority and shall enter into a funding agreement with the Department of Water Resources to receive a grant for the Forebay, Upper Valley, Langley, Eastside GSP Implementation Project.
2. The General Manager of the Salinas Valley Basin Sustainable Groundwater Management Agency, or designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, execute a funding agreement and any future amendments thereto, submit invoices, and submit any reporting requirements with the Department of Water Resources.

PASSED AND ADOPTED on the 10th day of November 2022 by the following vote, to-wit:

AYES: Adams, Alejo, Brennan, Chapin, Cremers, Granillo, Pereira, Rice, Rocha, Stefani and Chair Bramers

NOES: None

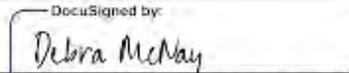
ABSENT: None

ABSTAIN: None

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Salinas Valley Basin Sustainable Groundwater Management Agency Board of Directors held on November 10, 2022.

Dated: 11/11/2022

Signed: 

Debra McNay, Clerk of the Board
Salinas Valley Basin Sustainable Groundwater Management Agency,
County of Monterrey, State of California

Exhibit F**REPORT FORMATS AND REQUIREMENTS**

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

1. QUARTERLY PROGRESS REPORTS

A Quarterly Progress Report template will be provided by the DWR Grant Manager. Grantees must use the template provided for all Quarterly Progress Reports to obtain reimbursement reported. The Quarterly Progress Report must accompany an Invoice and be numbered the same for ease of reference for auditing purposes. In addition, the reporting period for the Quarterly Progress Report must also align with the corresponding quarterly Invoice.

2. COMPONENT COMPLETION REPORT

Component Completion Reports shall generally use the following format. This report should summarize all work completed as part of this grant.. This is a standalone document and should not reference other documents or websites. Web links are edited or removed over time. These grants can be audited several years after they are closed. Therefore, links are not appropriate to include in the close out reports.

EXECUTIVE SUMMARY – Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original application
- Description of actual work completed and any deviations from the work plan identified in the Grant Agreement

REPORTS AND/OR PRODUCTS – The following items should be provided

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Self-Certification that the Project meets the stated goal of the Grant Agreement (e.g. 100-year level of flood protection, HMP standard, PI-84-99, etc.)
- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

COSTS AND DISPOSITION OF FUNDS – A list of showing:

- The date each invoice was submitted to the State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Grantee for meeting its cost sharing obligations under this Grant Agreement.
- A summary of final funds disbursement including:
 - Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.

- Evaluation cost information, shown by material, equipment, labor costs, and any change orders
- Any other incurred cost detail
- A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed; and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

3. GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This report should summarize all work completed as part of this grant. This is a standalone document and should not reference other documents or websites. Web links are edited or removed over time. These grants can be audited several years after they are closed. Therefore, links are not appropriate to include in the close out reports.

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion whether the level, type, or magnitude of benefits of each project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; and a summary of final funds disbursement for each project.

Additional Information: Summary of the submittal schedule for the Post Performance Reports applicable for the projects in this Grant Agreement.

4. POST-PERFORMANCE REPORT

The Post Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance. The PPR should be following the Methodology Report for the specific project type(s) provided by the DWR Grant Manager. The PPR should identify whether the project is being operated and maintained. DWR requirements is for all funded projects should be maintained and operated for a minimum of 15 years. If the project is not being maintained and operated, justification must be provided. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
 - Grantee Name
 - Implementing Agency (if different from Grantee)
 - Grant Agreement Number
 - Project Name
 - Funding grant source
 - Report number
- Post Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).

- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

Exhibit G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports, as described in Exhibit G, "Requirements for Data Submittal."

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

Exhibit H**STATE AUDIT DOCUMENT REQUIREMENTS**

The following provides a list of documents typically required by State Auditors and general guidelines for Grantees. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. Grantees should ensure that such records are maintained for each funded project.

State Audit Document RequirementsInternal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) Expenditure tracking of State funds
 - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

Exhibit I
PROJECT LOCATION

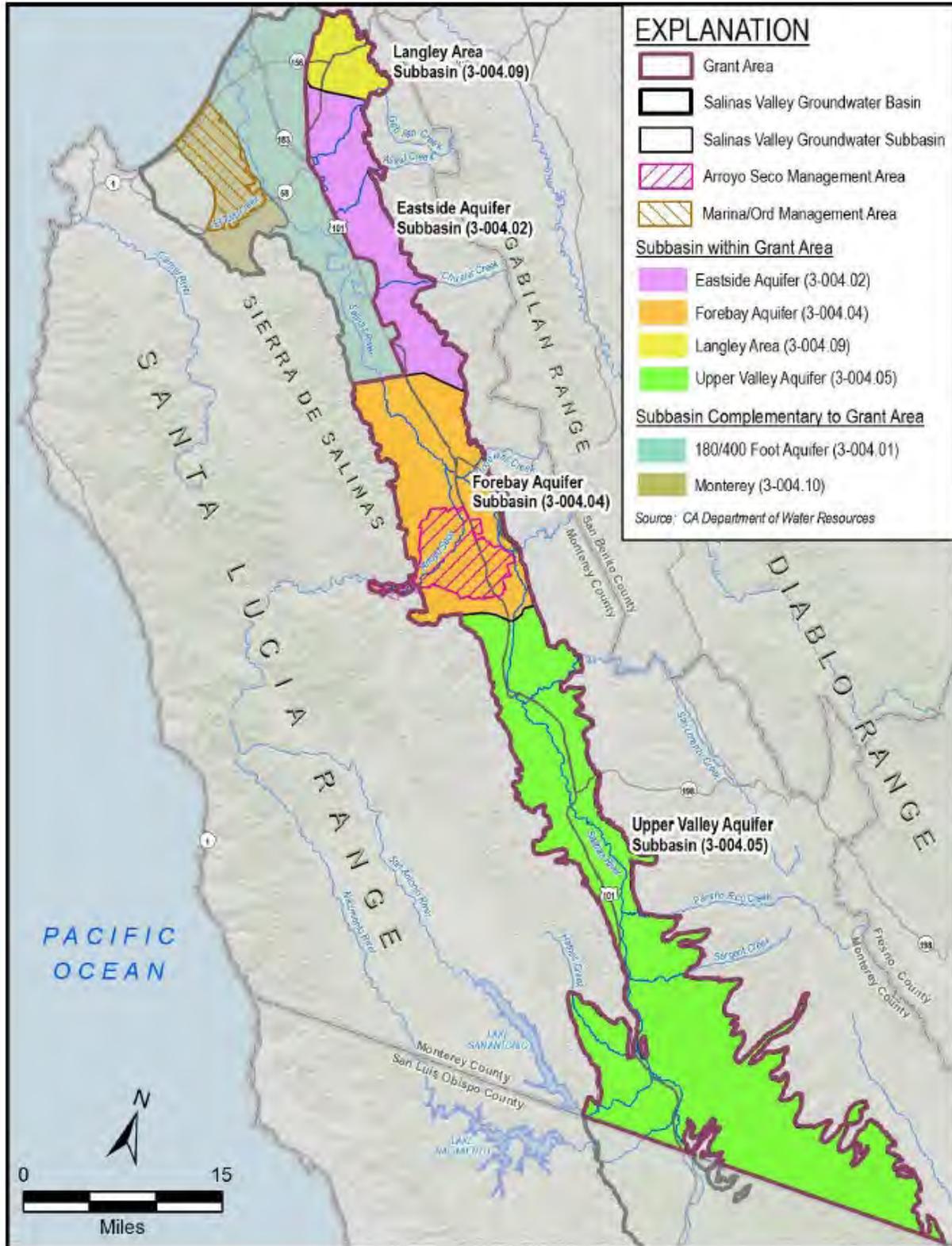


Exhibit J

MONITORING AND MAINTENANCE PLAN COMPONENTS AND GUIDANCE

Introduction

- Goals and objectives of project
- Site location and history
- Improvements implemented
- Monitoring and Reporting Plan

For each construction Component or Project contained in Exhibit A, a post-performance monitoring and reporting plan shall be submitted according to the Monitoring Method(s) developed by DWR. The Monitoring Methods are designed to provide the necessary steps needed to monitor Components or Project within the grant to DWR's monitoring standards. The detailed Monitoring Methods and protocols specific to the Components or Project listed in Exhibit A will be provided by the Grant Manager. The full monitoring method report is available on the SGM Grant Program website at: www.water.ca.gov/sgmgrants.

Exhibit K
APPRAISAL SPECIFICATIONS
NOT APPLICABLE

Exhibit L
INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE
NOT APPLICABLE

EXHIBIT M

INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

Administration Charges

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the project are eligible for reimbursement. Cost such as rent, office supplies, fringe benefits, etc. can be "Direct Costs" and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A "fully-burdened labor rate" can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
 - Non-project specific personnel and accounting services performed within the Grantee or an LPS' organization
 - Generic markup
 - Tuition
 - Conference fees
 - Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed

Labor Rates

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet). The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will be reimbursed by grant funds and the corresponding hourly rate range. These rates should be "burdened"; the burdened rate must be consistent with the Grantee's/Local Project Sponsors standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate letter

IN WITNESS WHEREOF, GSA and SUBGRANTEE have executed this Amendment as of the day and year written below.

SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY

Signed by:
By *Piret Harmon*
EC2B697238ED462...
Piret Harmon, General Manager

Date: 3/5/2025

Monterey COUNTY WATER RESOURCES AGENCY

Signed by:
By *Ara Azhderian*
1F182FFB49A2435...
Ara Azhderian, General Manager

Date: 3/12/2025