

# County of Monterey

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



## Meeting Agenda

**Monday, July 15, 2024**

**12:00 PM**

Join via Zoom at <https://montereycty.zoom.us/j/99769079850> or

in- person at: 168 W. Alisal, 1st Floor, Salinas CA - Board of  
Supervisors Chambers

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

*Mike LeBarre, Chair  
Matt Simis, Vice Chair  
Mark Gonzalez  
Deidre Sullivan  
Ken Ekelund  
Mike Scattini  
Jason Smith  
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**You may attend the Board of Directors meeting through the following methods:**

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

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

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

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

**Participacion en Reuniones:**

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

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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](mailto:WRAPubliccomment@countyofmonterey.gov)  
<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.

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

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

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

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

**Roll Call**

**Public Comments on Closed Session Items**

**Recess to Closed Session**

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

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

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

**Pledge of Allegiance**

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

**Public Comment**



**Presentations**

2. Review of the 2023 Groundwater Extraction Summary Report.  
(Staff Presenting: Amy Woodrow & Riley Clark)

**Attachments:** [Board Report](#)  
[2023 Groundwater Extraction Summary Report Provisional](#)

**Consent Calendar**

3. Approve the Action Minutes of June 17, 2024.

**Attachments:** [Draft BOD Minutes June 17, 2024](#)

4. Approve Amendment No. 2 to the Professional Services Agreement with AECOM Technical Services, Inc., in the amount of \$103,392 to provide annual safety surveillance and performance evaluation of San Antonio Dam and as-needed general engineering services; and authorize the General Manager to execute the Amendment.  
(Staff: Manuel Saavedra)

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

5. Approve Amendment No. 4 to the Agreement for Services with Don Chapin Company, Inc. to extend the agreement to June 30, 2027, and increase the dollar amount by \$100,000 for a total contract amount not to exceed \$565,000 for maintenance and repairs to Agency owned facilities related to storm events and restoration; and authorize the General Manager to execute the agreement.  
(Staff: Mallory Roberts)

**Attachments:** [Board Report](#)  
[Amendment No. 4](#)  
[Original Agreement for Services](#)  
[Funding Agreement No. 22ERF06 Amendment No.1](#)  
[Board Order](#)

6. Approve a Professional Services Agreement with Larry Walker Associates for the preparation of an updated Title 22 Engineering Report for the Castroville Seawater Intrusion Project and to assist the Agency in migration to the required Recycled Water Use Permit under the California State General Order for Water Reclamation Requirements, for a total amount not to exceed \$181,390, and authorize the General

Manager to execute the contract. (Staff: Peter Vannerus)

**Attachments:** [Board Report](#)  
[Professional Service Agreement - Larry Walker Associates](#)  
[Board Order](#)

### **Action Items**

7. Consider approving a services contract with Baker Tilly US, LLP for Strategic Planning services for a total amount not to exceed \$212,300, and authorize the General Manager to execute the contract. (Staff Presenting: Shaunna Murray)

**Attachments:** [Board Report](#)  
[Baker Tilly's Proposed Work Plan, June 2024](#)  
[Board Order](#)

8. Consider recommending that the Monterey County Water Resources Agency Board of Supervisors adopt a resolution authorizing the Monterey County Water Resources Agency to enter into an agreement with the State of California Department of Water Resources to receive \$230,000 in funding for the Carmel River Flood Study; and authorizing the Monterey County Water Resources Agency General Manager, or designee, to execute the agreement and any amendments thereto, and to submit any required documents, invoices, and reports required to obtain State funds on behalf of the Monterey County Water Resources Agency. (Staff Presenting: Amy Woodrow)

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

9. Consider receiving an update on the development of a Groundwater Monitoring Regulatory Program and Fee and receiving an update on the Groundwater Extraction Management System expansion draft ordinance and providing direction to staff as appropriate. (Staff Presenting: Ara Azhderian & Amy Woodrow)

**Attachments:** [Board Report](#)  
[Groundwater Monitoring Regulatory Program PPT](#)  
[Draft Well Registration.Reporting Ordinance](#)  
[Draft Groundwater Monitoring Regulatory Program Manual](#)  
[Board Order](#)

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

10. July, August and September 2024 Calendars.

Attachments: [July 2024](#)  
[August 2024](#)  
[September 2024](#)

### General Manager's Report

- 11.
- Personnel
  - Dam Safety Funding
  - Monterey One Water Reconciliation
  - Association of California Water Agencies
  - Regulatory/Legislative Activities
  - Other

### Committee Reports

- 12.
- Committee Agenda's and Cancellation Notices for June and July 2024:
- Water Resources Agency Reservoir Operations Advisory Committee
  - Water Resources Agency Basin Management Advisory Reschedule Notice
  - Water Resources Agency Basin Management Advisory Committee
  - Water Resources Agency Planning Committee
  - Water Resources Personnel and Administration Committee Cancellation Notice
  - Water Resources Agency Finance Committee Cancellation Notice
  - Joint Water Resources/Board of Supervisors Leadership Committee Cancellation Notice

Attachments: [Final ResOps Agenda June 27, 2024](#)  
[BMAC July Reschedule Notice](#)  
[Final BMAC Agenda July 10, 2024](#)  
[Final Planning Agenda July 3, 2024](#)  
[P&A July Cancellation Notice](#)  
[Finance July Cancellation Notice](#)  
[JBL July Cancellation Notice](#)

### Information Items

- 13.
- Reservoir Storage and Release Update. (Staff: Joseph Klein)

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

### Correspondence

14. Letter dated June 15, 2024 to Glenn Church, Chair, Monterey County Board of Supervisors from League of Women Voters of Monterey County, RE: Deep Aquifer Study.

**Attachments:** [061524 LTR LWV to Supervisor Church RE: Deep Aquifer Study](#)

**Board of Directors Comments**

**Adjournment**



# County of Monterey

## Item No.1

### Board Report

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

**Legistar File Number: WRAG 24-106**

**July 15, 2024**

**Introduced:** 7/3/2024

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

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

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

## Item No.2

### Board Report

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

Legistar File Number: WRAG 24-119

July 15, 2024

Introduced: 7/9/2024

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Review of the 2023 Groundwater Extraction Summary Report.  
(Staff Presenting: Amy Woodrow & Riley Clark)

#### SUMMARY/DISCUSSION:

Staff has prepared the 2023 Groundwater Extraction Summary Report (Report). This annual report includes an overview of groundwater extraction data collected through the Groundwater Extraction Management System (GEMS) for reporting year 2023 from over 1,900 groundwater wells in Monterey County Water Resources Agency (Agency) Zones 2, 2A, and 2B (Attachment 1). The Report also provides information on water conservation practices and crop water usage within the reporting area.

Total groundwater extraction reported for the 2023 reporting year was 399,183 acre-feet (AF). This is a decrease of 88,626 AF in the volume of groundwater extracted compared to reporting year 2022. The breakdown between agricultural extraction and urban extraction for reporting year 2023 was 361,933 AF (90.7%) and 37,250 AF (9.3%), respectively. The Agency received groundwater extraction reports from ninety-six percent (96%) of the 1,940 wells that were required to report data.

The Report also provides extraction information by subarea and crop type and provides a summary of the forecasted conservation practices for both agricultural and urban entities.

These activities align with Agency Strategic Plan Goals B7, *Use of data and analysis to make informed decisions based on science* and E1, *Improve public outreach to increase transparency, communication, education and information about Agency projects and programs*.

#### OTHER AGENCY INVOLVEMENT:

No other agencies were involved in production of the report, however, the groundwater extraction data that are foundational to the report are utilized by local Groundwater Sustainability Agencies.

#### FINANCING:

There is no financial impact for receiving this report. The activities associated with completing this report are funded through Fund 116 and were included in the FY 23-24 budget.

Prepared by: Amy Woodrow, Senior Water Resources Hydrologist, (831) 755-4860  
Riley Clark, Water Resources Technician, (831) 755-486  
Approved by: Ara Azhderian, General Manager, (831) 755-4860

Attachments:

1. 2023 Groundwater Extraction Summary Report



# County of Monterey

Item No.

## Board Report

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

Legistar File Number: WRAG 24-119

July 15, 2024

Introduced: 7/9/2024

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

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Riley Clark, Water Resources Technician, (831) 755-486  
Approved by: Ara Azhderian, General Manager, (831) 755-4860

Attachments:

1. 2023 Groundwater Extraction Summary Report





2023

# Groundwater Extraction Summary Report



Monterey County Water Resources Agency  
June 2024



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# Overview of the Groundwater Extraction Reporting Program

## History of the Groundwater Extraction Reporting Program

In 1993, the Monterey County Board of Supervisors adopted Ordinances No. 3717 and 3718 that require water suppliers within Zones 2, 2A, and 2B to report water use information for groundwater extraction facilities (wells) and service connections, with a discharge pipe having an inside diameter of at least three inches, to the Monterey County Water Resources Agency (Agency).

The purpose of the Groundwater Extraction Reporting Program is to provide the Agency with the most accurate water use information available to effectively manage groundwater resources. In order to obtain accurate water pumping information, methods of directly measuring water extractions have been implemented.

The Agency collects groundwater extraction data from well operators annually for a period beginning November 1 and ending October 31 ("reporting year"). Data collection began with the 1992-1993 reporting year. Information submitted by more than three hundred well operators in Agency management zones of the Salinas Valley (Figure 1) is stored in an Agency database.

Since the adoption of Ordinance 3851, the Agency has required the annual submittal of Agricultural Water Conservation Plans, which outline the best management practices (BMPs) that are to be adopted each year by growers in the Salinas Valley. In 1996, an ordinance was passed that requires the filing of Urban Water Conservation Plans (Ordinance 3886).

Developed as the urban counterpart to the agricultural water conservation plans, the plans provide an overview of the BMPs to be implemented by urban water purveyors as conservation measures.

For extraction reporting purposes, the Agency divides a portion of the Salinas Valley Groundwater Basin into four hydrologic subareas; Pressure, East Side, Forebay, and Upper Valley. These subareas are hydrologically and hydraulically connected, and their boundaries are defined by differences in local hydrogeology and recharge.

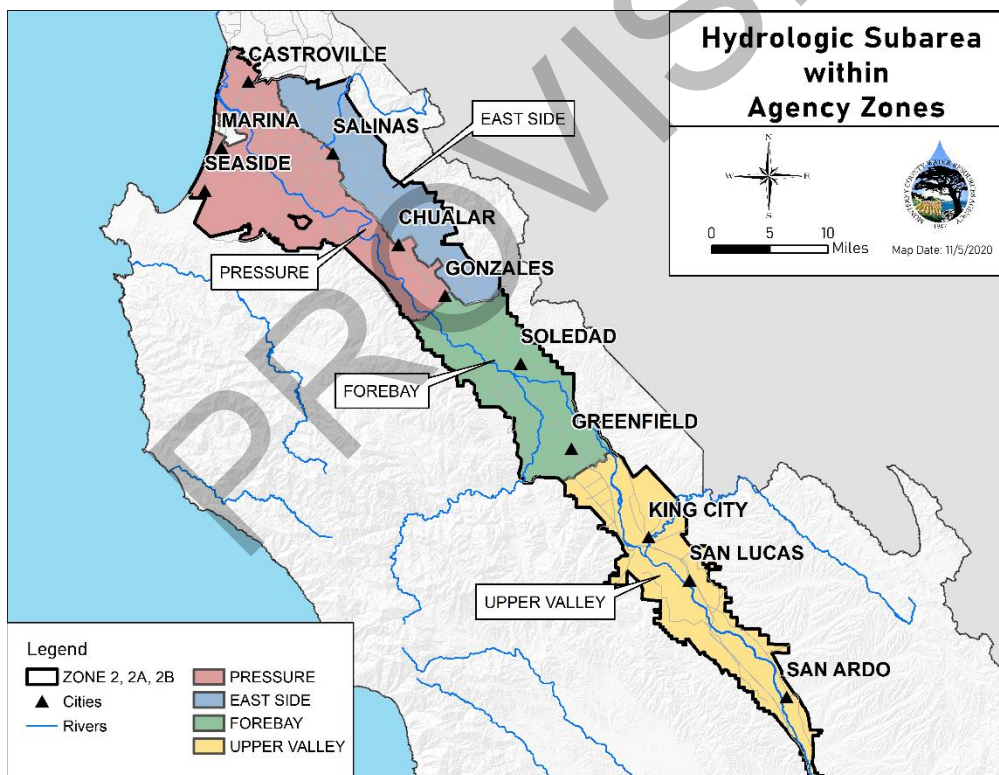


Figure 1. Hydrologic Subareas within Agency Zones 2, 2A, and 2B



## Groundwater Summary Report

The purpose of this report is to summarize the data submitted to the Agency by well operators in February 2024 from the following annual forms:

- Groundwater Extraction Forms (agricultural and urban)
- Water Conservation Plans (agricultural and urban)
- Water and Land Use Forms (agricultural)

The screenshot displays the 'Agricultural Water Conservation Plan - (2019)' form. It includes sections for 'List of Fields', 'Gross Acres', and a table for reporting groundwater extraction data. The table has columns for Month, Meter Type, Unit & Multiplier, Meter S/N, Reading, and Month Total (AF). The data is reported for the period from October 2017 to April 2018.

Month	Meter Type	Unit & Multiplier	Meter S/N	Reading	Month Total (AF)
Oct 2017	Flowmeter	Acre Ft x 0.001	Serial Number	000000	0.15
Nov 2017	Flowmeter	Acre Ft x 0.001	Serial Number	000150	0.15
Dec 2017	Flowmeter	Acre Ft x 0.001	Serial Number	000200	0.15
Jan 2018	Flowmeter	Acre Ft x 0.001	Serial Number	125000	70
Feb 2018	Flowmeter	Acre Ft x 0.001	Serial Number	201600	76.8
Mar 2018	Flowmeter	Acre Ft x 0.001	Serial Number	303000	101.43
Apr 2018	Flowmeter	Acre Ft x 0.001	Serial Number	350000	47.02

The agricultural data from the groundwater extraction program covers the reporting year of November 1, 2022, through October 31, 2023; the urban data covers calendar year 2023. The agricultural and urban water conservation plans for 2024 are also summarized. This report is intended to present a synopsis of current groundwater extraction within the Salinas Valley, including agricultural and urban water conservation improvements that are being implemented to reduce the total amount of water pumped. It is not the purpose of this report to thoroughly analyze the factors that contribute to increases or decreases in pumping.

## Reporting Format

Groundwater extraction data are presented in this report in units of acre-feet (AF). One acre-foot is equal to 325,851 gallons.

## Reporting Methods

The Groundwater Reporting Program provides well operators with a choice of three different reporting methods: Water Flowmeter, Electrical Meter, or Hour Meter (timer). The summary of groundwater extractions presented in this report is compiled from data generated by all three reporting methods. Ordinance 3717 requires annual pump efficiency tests and/or meter calibration of each well to ensure the accuracy of the data reported. The distribution of methods used for the 2023 reporting year was: 85% Flowmeter; 15% Electrical Meter; and <1% Hour Meter.

## Compliance

The Agency received Groundwater Extraction Reports from ninety-six percent (96%) of the 1,940 wells in Zones 2, 2A, and 2B of the Salinas Valley that were required to report for the 2023 reporting year. Agricultural and Urban Water Conservation Plan submittal compliance for 2023 was eighty-seven percent (87%) and ninety-eight percent (98%), respectively.

## Disclaimer

While the Agency has made every effort to ensure the accuracy of the data presented in this report, it should be noted that the data are submitted by individual reporting parties. In addition, since so many factors can affect the equipment calibration, it is understood that no reporting method is 100 percent accurate. The Agency maintains strict quality assurance in the compilation, standardization, and entry of the data received. Changes to historical data may occur due to additional submittals after the due date. Rounding errors may cause the total extraction values displayed to be within 5 AF of actual totals.

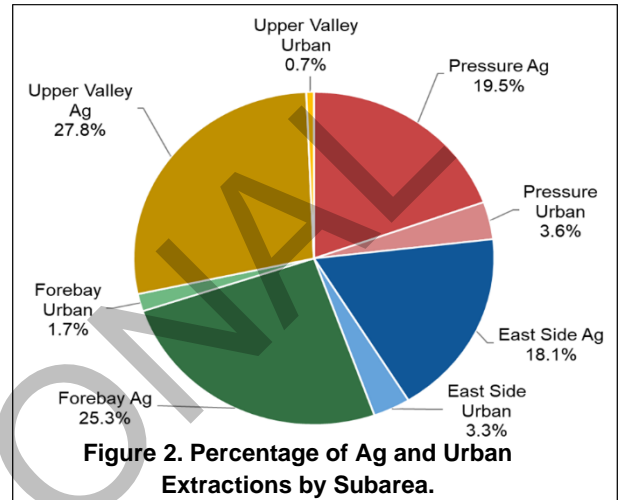
# Groundwater Extraction Form – Data Summary

## Total Extractions by Subarea and Type of Use

All data presented in this section are derived from the agricultural and urban Groundwater Extraction Forms.

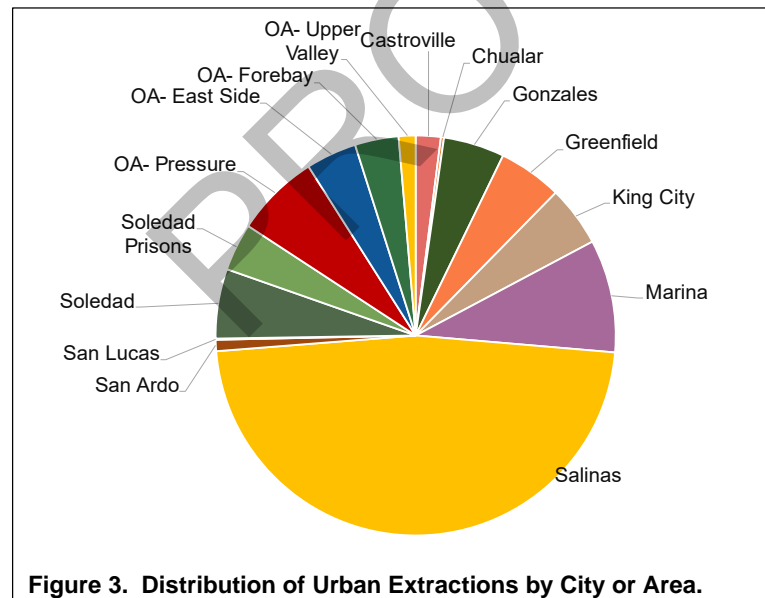
**Table 1. Extraction Data by Subarea and Type of Use.**

Subarea	Agricultural Pumping (AF)	Urban Pumping (AF)	Total Pumping (AF)
Pressure	77,906	14,516	92,422
East Side	72,157	13,286	85,443
Forebay	101,050	6,748	107,798
Upper Valley	110,820	2,699	113,519
<b>Total (AF)</b>	<b>361,933</b>	<b>37,250</b>	<b>399,183</b>
<b>Percent of Total</b>	<b>90.7%</b>	<b>9.3%</b>	<b>100.0%</b>



## Urban Extraction Data by City or Area

The total groundwater extractions attributed to urban use include residential, commercial, institutional, industrial, and governmental pumping, and are summarized below.



**Table 2. Urban Extractions by City or Area**

City or Area	Urban Pumping (AF)	Percentage
Castroville	751	2.02%
Chualar	93	0.25%
Gonzales	1,834	4.93%
Greenfield	1,914	5.15%
King City	1,817	4.88%
Marina	3,394	9.12%
Salinas	17,628	47.39%
San Ardo	339	0.91%
San Lucas	36	0.10%
Soledad	2,092	5.62%
Soledad Prisons	1,429	3.84%
OA- Pressure	2,525	6.79%
OA- East Side	1,524	4.10%
OA- Forebay	1,313	3.53%
OA- Upper Valley	507	1.36%
<b>Total</b>	<b>37,196</b>	<b>100.00%</b>

OA=Other Area



## Total Groundwater Extractions in Zones 2, 2A, 2B

This figure provides a spatial representation of groundwater extractions within Zones 2, 2A, and 2B for the 2023 reporting year. The figures and tables on the next six pages provide extraction information by subarea. The number of wells shown in Figures 4 to 15 may be different than the total number of wells in the program, as stated on Page 2. This is due to delinquent extraction reports and the exact location of 2 wells being unknown.

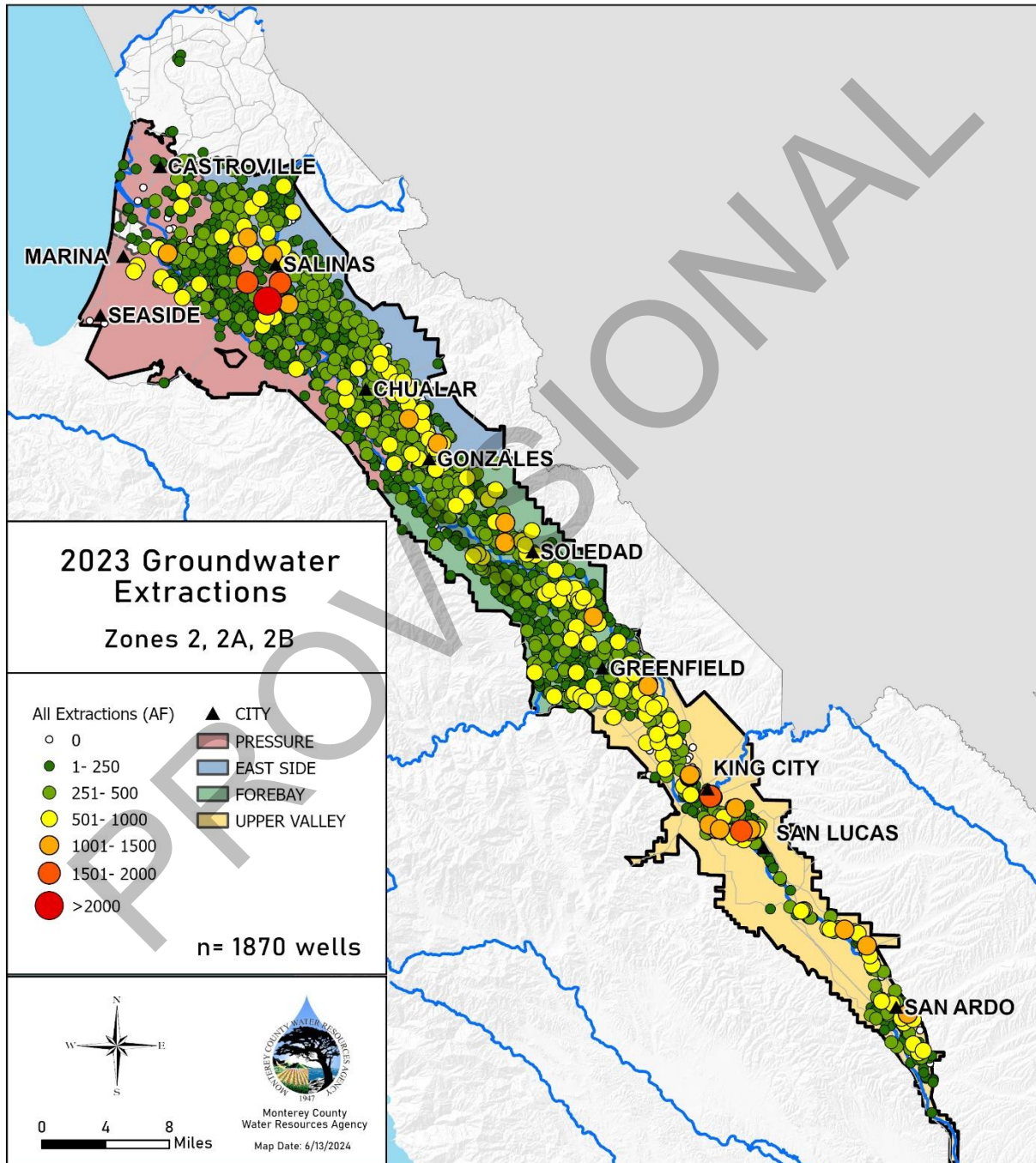


Figure 4. 2023 Groundwater Extractions (AF).

## Pressure Subarea – Extraction Data

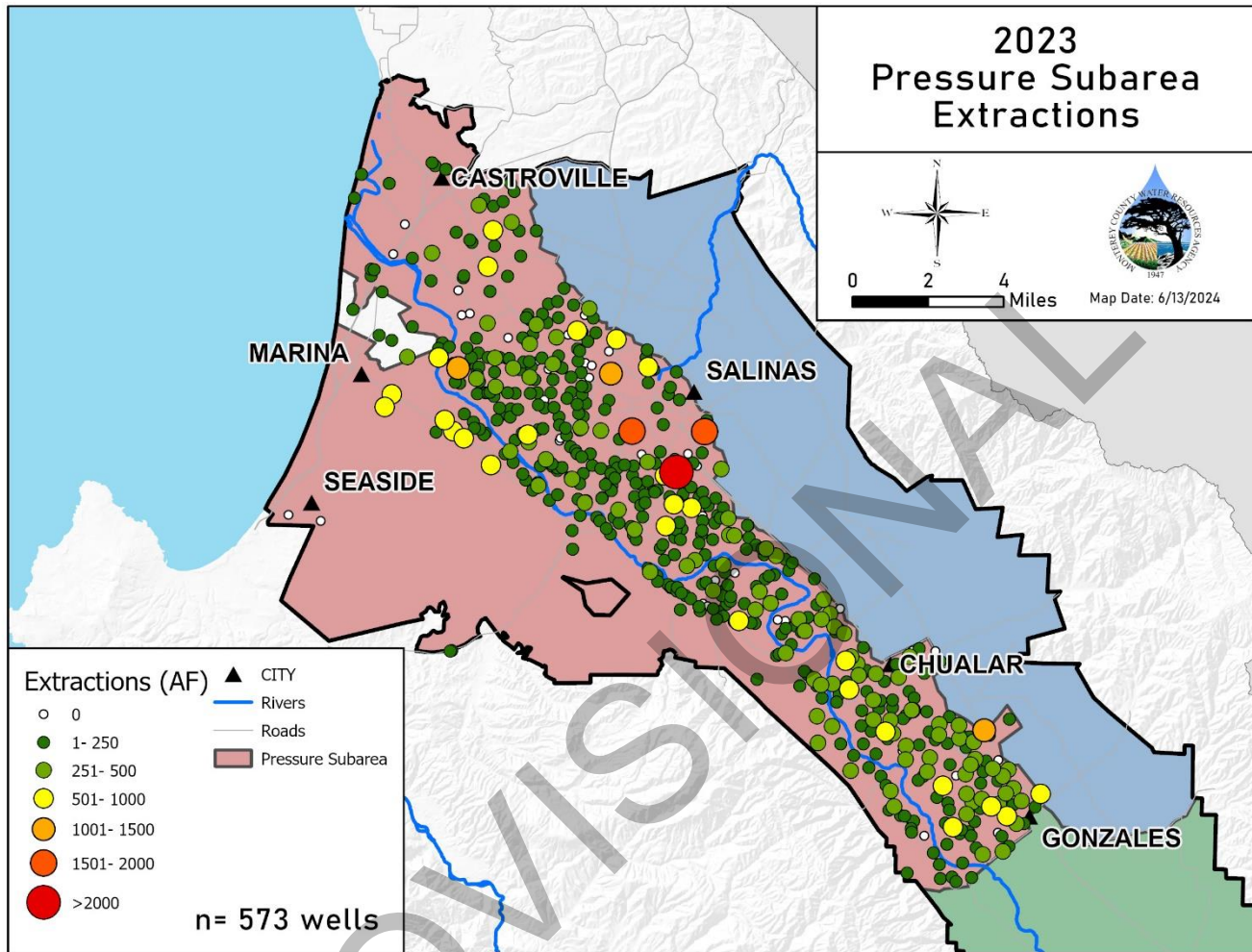


Figure 5. 2023 Groundwater Extractions in the Pressure Subarea.

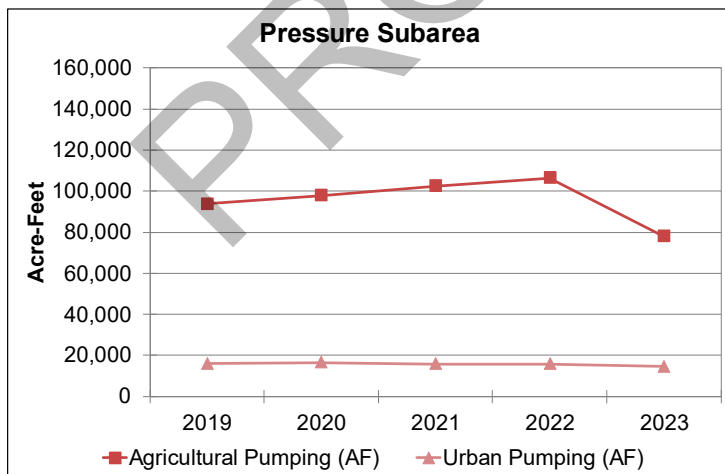


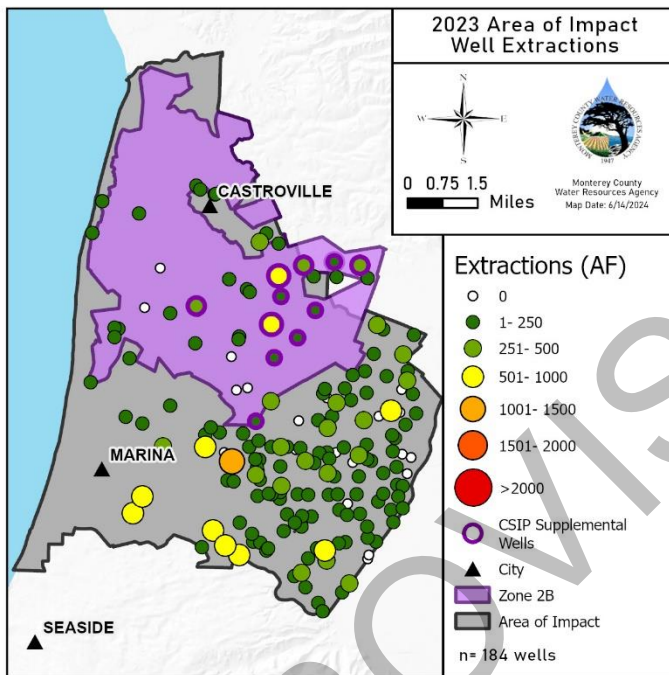
Figure 6. Agricultural and Urban Extractions (AF) in the Pressure Subarea 2019-2023.

Year	Agricultural Pumping (AF)	Urban Pumping (AF)	Total Pumping (AF)
2023	77,906	14,516	92,422
2022	106,493	15,847	122,340
2021	102,435	15,785	118,220
2020	97,821	16,452	114,273
2019	93,829	15,885	109,714

Table 3. Total, Agricultural, and Urban Extractions (AF) in the Pressure Subarea 2019-2023.

## CSIP, Zone 2B and Area of Impact- Extraction Data

The Castroville Seawater Intrusion Project (CSIP) delivers recycled water from the Salinas Valley Reclamation Project, re-diverted stored reservoir water via the Salinas River Diversion Facility, and groundwater from nine supplemental wells to 12,000 acres of irrigated land in the Castroville area, referred to as Zone 2B, to reduce groundwater pumping near the coast. Pumping from non-CSIP supplemental wells (i.e. privately owned wells) has decreased since CSIP began operations in 1998 but is still occurring (Figure 8). The Area of Impact encompasses the region where chloride concentrations in the 180-Ft and 400-Ft Aquifers are 250 mg/L or greater. Groundwater within the Area of Impact is considered vulnerable due to the presence of pathways for seawater intrusion to migrate vertically from the impaired overlying aquifers (Figure 7, Table 4). The data shown below is a subset of the Pressure Subarea extractions on the previous page.



Aquifer	Agriculture Pumping (AF)	Urban Pumping (AF)	Total Pumping (AF)
180-Ft Aquifer or East Side Shallow	1,508	1	1,509
180 and 400-Ft Aquifer	1,064	303	1,367
400-Ft Aquifer or East Side Deep	11,826	1,512	13,338
Deep Aquifers	7,346	1,806	9,152
Unknown	2,507	88	2,595
<b>Total (AF)</b>	<b>24,251</b>	<b>3,709</b>	<b>27,960</b>

Table 4. 2023 Extraction Data in the Area of Impact by Aquifer and Type of Use

Figure 7. 2023 Groundwater Extractions (AF) in the Area of Impact.

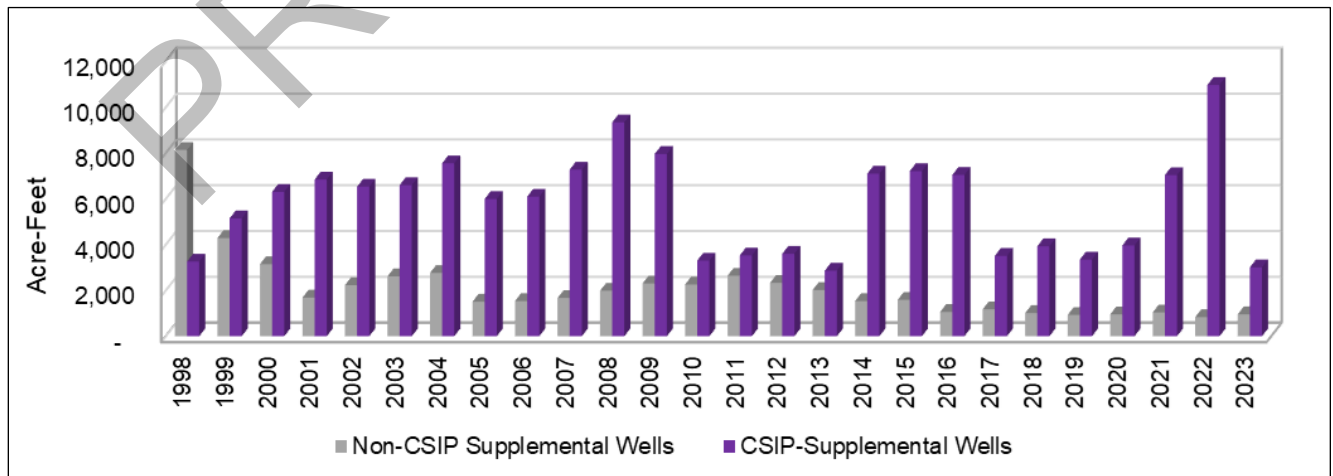


Figure 8. Groundwater Extractions in Zone 2B from CSIP and Non-CSIP Supplemental Wells, 1998-2023



## Deep Aquifers – Extraction Data

The first production well in the Deep Aquifers was installed in 1974. As of December 2023, fifty-seven wells have been installed in the Deep Aquifers, with seventeen installed since 2017 (Figure 9). For the purposes of this report, wells categorized as “Deep Aquifers wells” are based on the Agency’s historical interpretation which may differ from the number of wells and associated groundwater extractions described in the Deep Aquifers Study (Montgomery & Associates, 2024). The amount of water extracted from the Deep Aquifers has increased in recent years (Figure 10, Table 5). The potential for inducing leakage from the overlying impaired aquifers is a serious concern as groundwater extractions from the Deep Aquifers continue to increase.

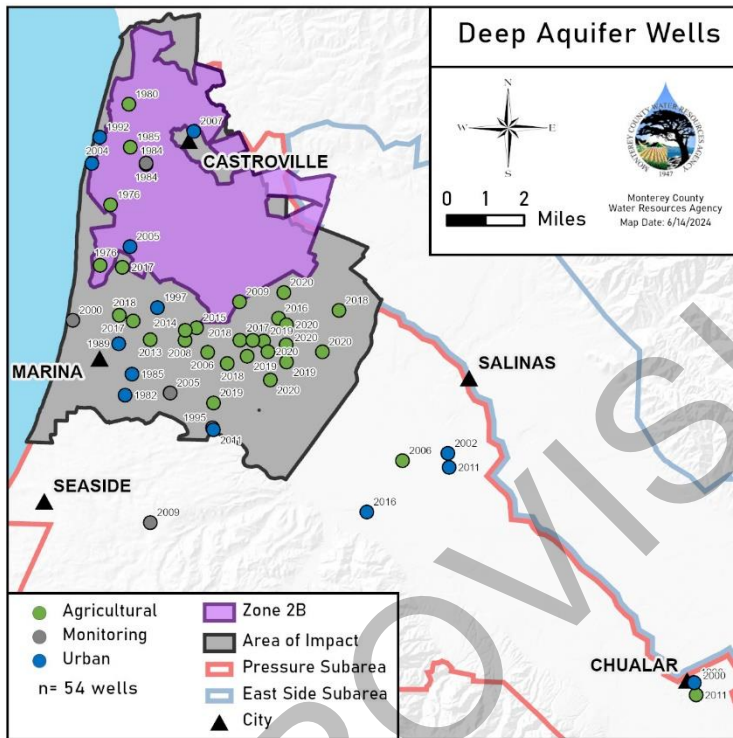


Figure 9. Deep Aquifers Wells by Year Drilled and Type of Use

Reporting Year	Agricultural Pumping (AF)	Urban Pumping (AF)	Total Pumping (AF)
2023	7,826	4,453	12,279
2022	9,599	4,154	13,753
2021	8,820	4,258	13,078
2020	6,996	4,348	11,344
2019	5,331	5,016	10,347
2018	4,855	4,790	9,645
2017	4,958	4,558	9,516
2016	4,293	4,259	8,552
2015	2,010	4,363	6,373
2014	2,031	4,404	6,435
2013	1,097	2,505	3,602
2012	1,397	2,424	3,821
2011	927	2,173	3,100
2010	982	2,236	3,218
2009	696	2,450	3,146
2008	384	2,375	2,759
2007	58	2,131	2,189
2006	0	2,341	2,341
2005	0	2,701	2,701
2004	0	2,747	2,747
2003	0	2,745	2,745
2002	0	2,416	2,416
2001	0	2,368	2,368
2000	1	2,305	2,306
1999	96	2,055	2,151
1998	1,648	1,906	3,554
1997	2,556	2,170	4,726
1996	1,990	2,137	4,127
1995	2,302	2,036	4,338
1994	2,620	1,992	4,612
1993	1,507	2,054	3,561

Table 5. Deep Aquifers Groundwater Extractions by Type of Use, 1993-2023

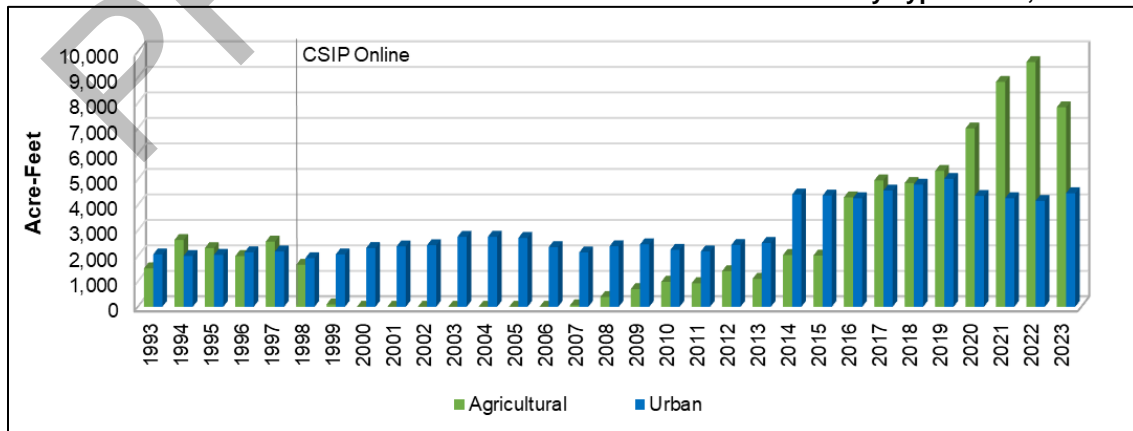


Figure 10. Deep Aquifers Groundwater Extractions by Type of Use, 1993-2023

## East Side Subarea – Extraction Data

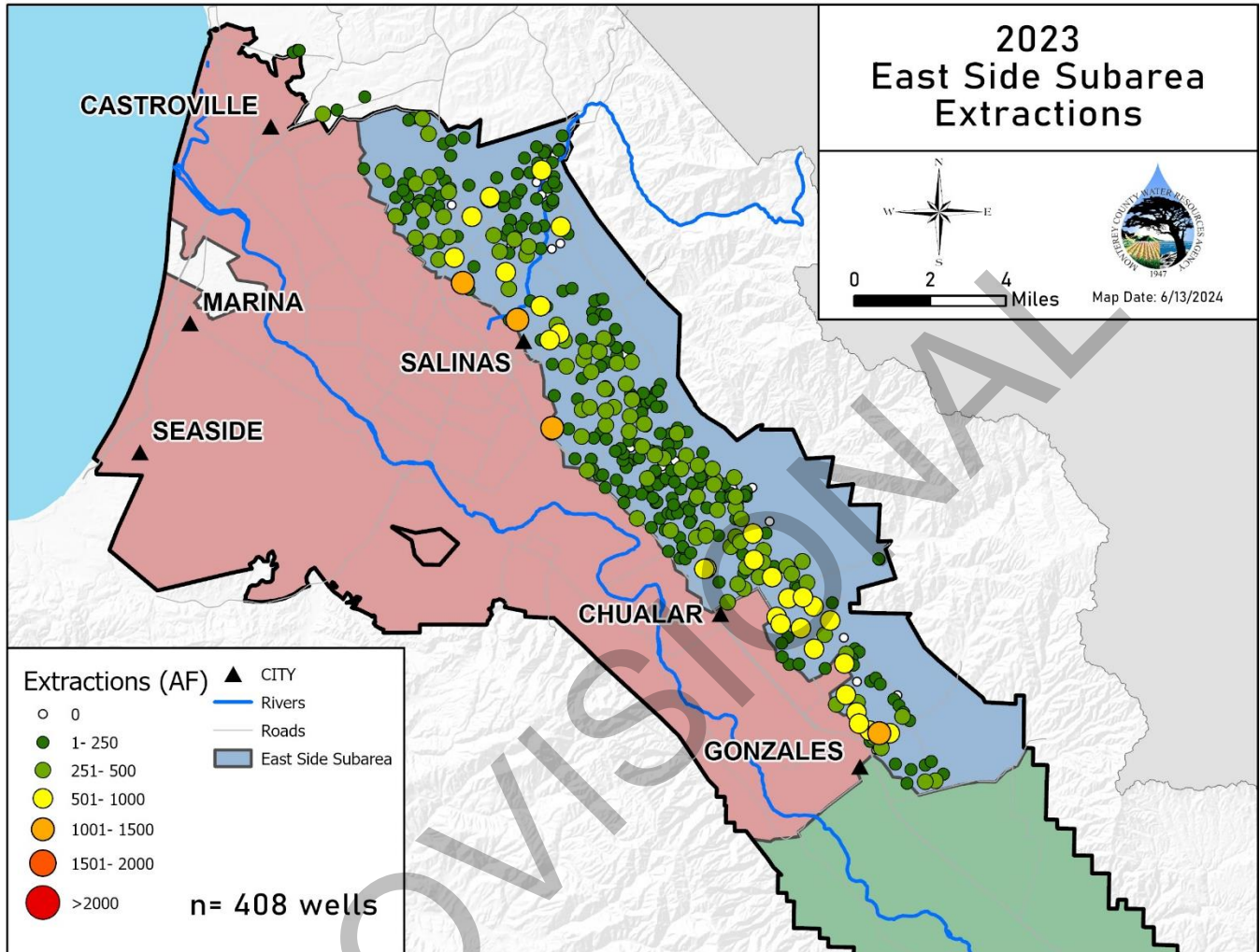


Figure 11. 2023 Groundwater Extractions in the East Side Subarea.

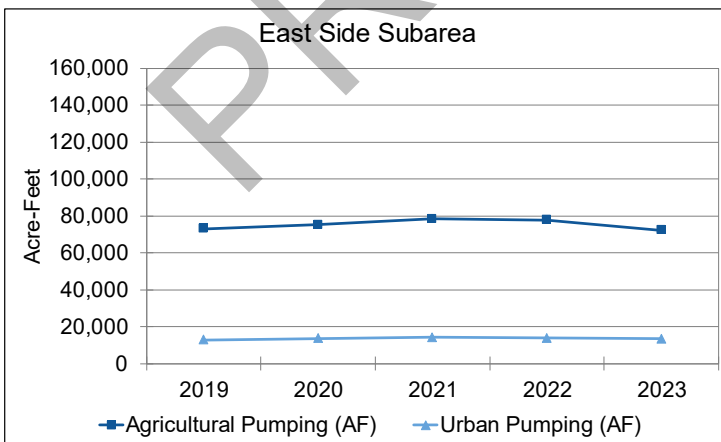


Figure 12. Agricultural and Urban Extractions (AF) in the East Side Subarea 2019-2023.

Year	Agricultural Pumping (AF)	Urban Pumping (AF)	Total Pumping (AF)
2023	72,157	13,286	85,443
2022	77,731	13,840	91,571
2021	78,283	14,136	92,419
2020	75,125	13,617	88,742
2019	73,006	12,822	85,828

Table 6. Total, Agricultural, and Urban Extractions (AF) in the East Side Subarea 2018-2023.

## Forebay Subarea – Extraction Data

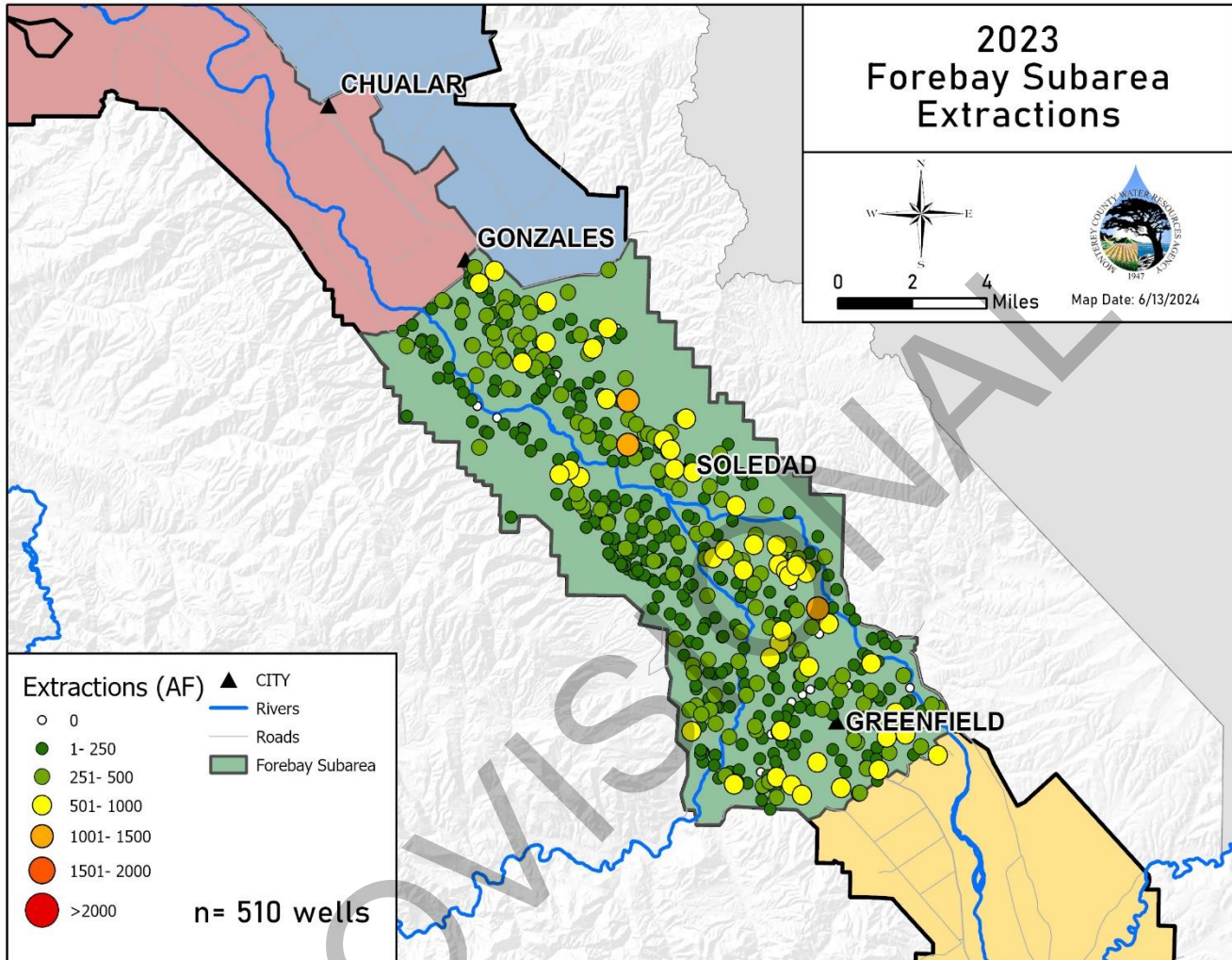


Figure 13. 2023 Groundwater Extractions in the Forebay Subarea.

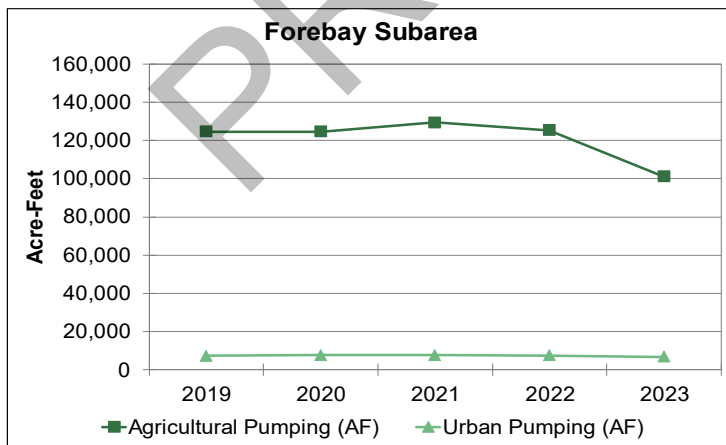


Figure 14. Agricultural and Urban Extractions (AF) in the Forebay Subarea 2019-2023.

Year	Agricultural Pumping (AF)	Urban Pumping (AF)	Total Pumping (AF)
2023	101,050	6,748	107,798
2022	125,341	7,544	132,885
2021	129,391	7,645	137,036
2020	124,643	7,590	132,233
2019	124,600	7,374	131,974

Table 7. Total, Agricultural, and Urban Extractions (AF) in the Forebay Subarea 2019-2023.



## Upper Valley Subarea – Extraction Data

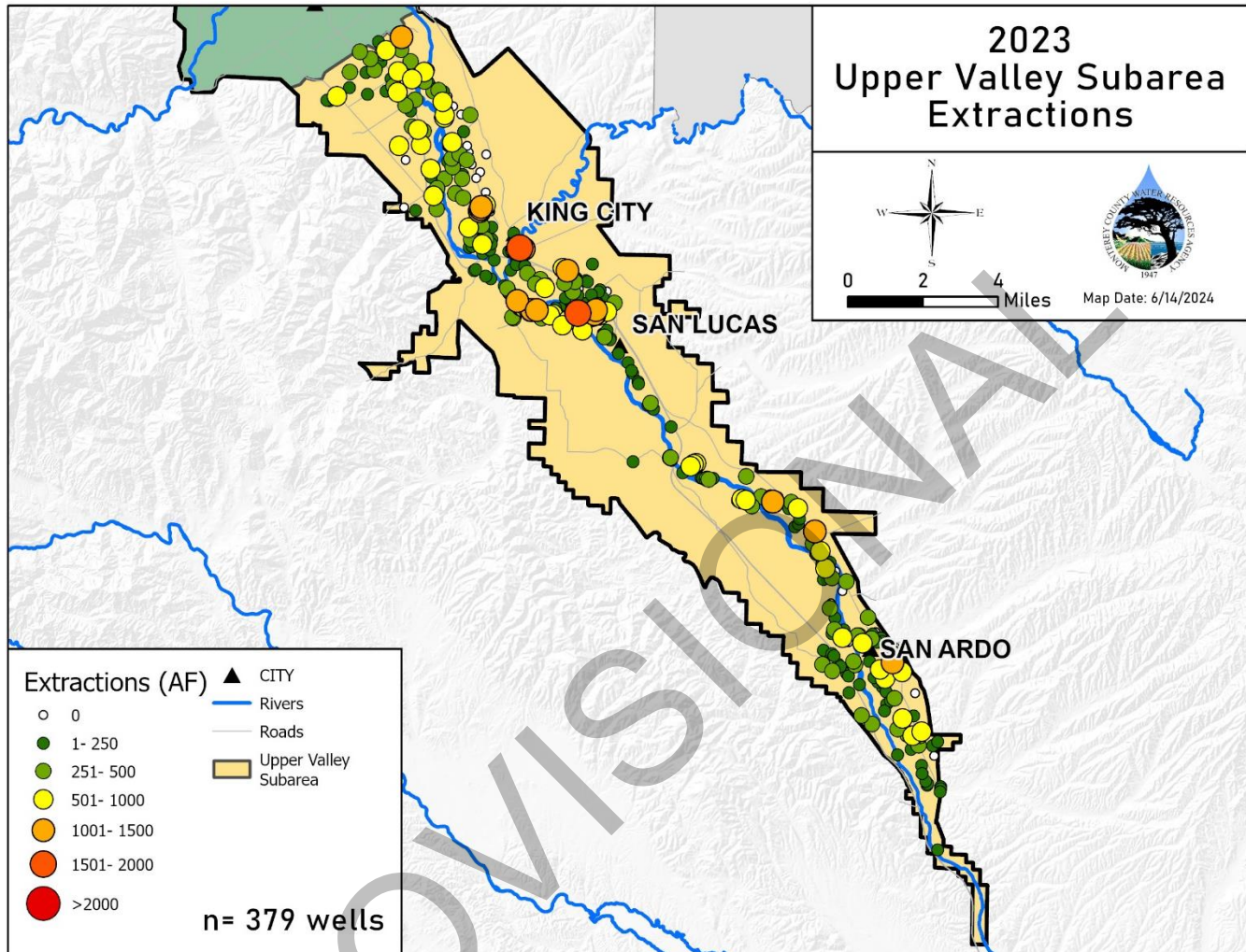


Figure 15. 2023 Groundwater Extractions in the Upper Valley Subarea

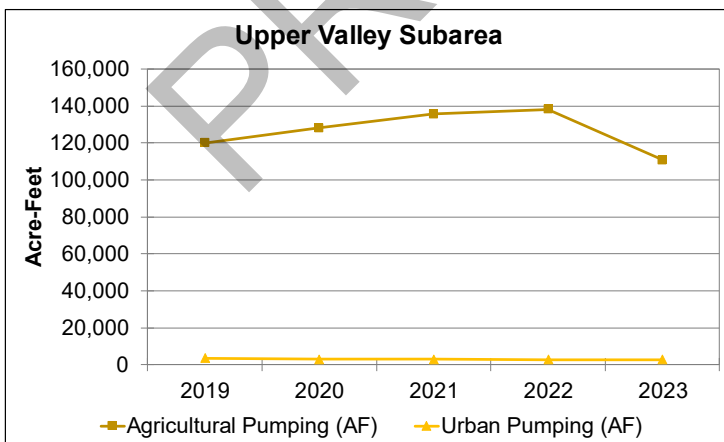


Figure 16. Agricultural and Urban Extractions (AF) in the Upper Valley Subarea 2019-2023

Year	Agricultural Pumping (AF)	Urban Pumping (AF)	Total Pumping (AF)
2023	110,820	2,699	113,159
2022	138,257	2,758	141,015
2021	135,596	2,987	138,583
2020	128,016	2,827	130,843
2019	120,025	3,430	123,455

Table 8. Total, Agricultural, and Urban Extractions (AF) in the Upper Valley Subarea 2019-2023.

## Agricultural Water Conservation – Data Summary

The Agricultural Water Conservation Plans include information on net irrigated acreage, irrigation methods, and crop type. This information is forecasted and indicates what the grower plans to do in the upcoming year. Figure 17 and Table 9 present a breakdown of irrigation methods by crop type. Figure 18 shows the change in irrigation methods over the length of the GEMS program and Figure 19 shows the top ten Best Management Practices (BMPs) to be implemented in 2024.

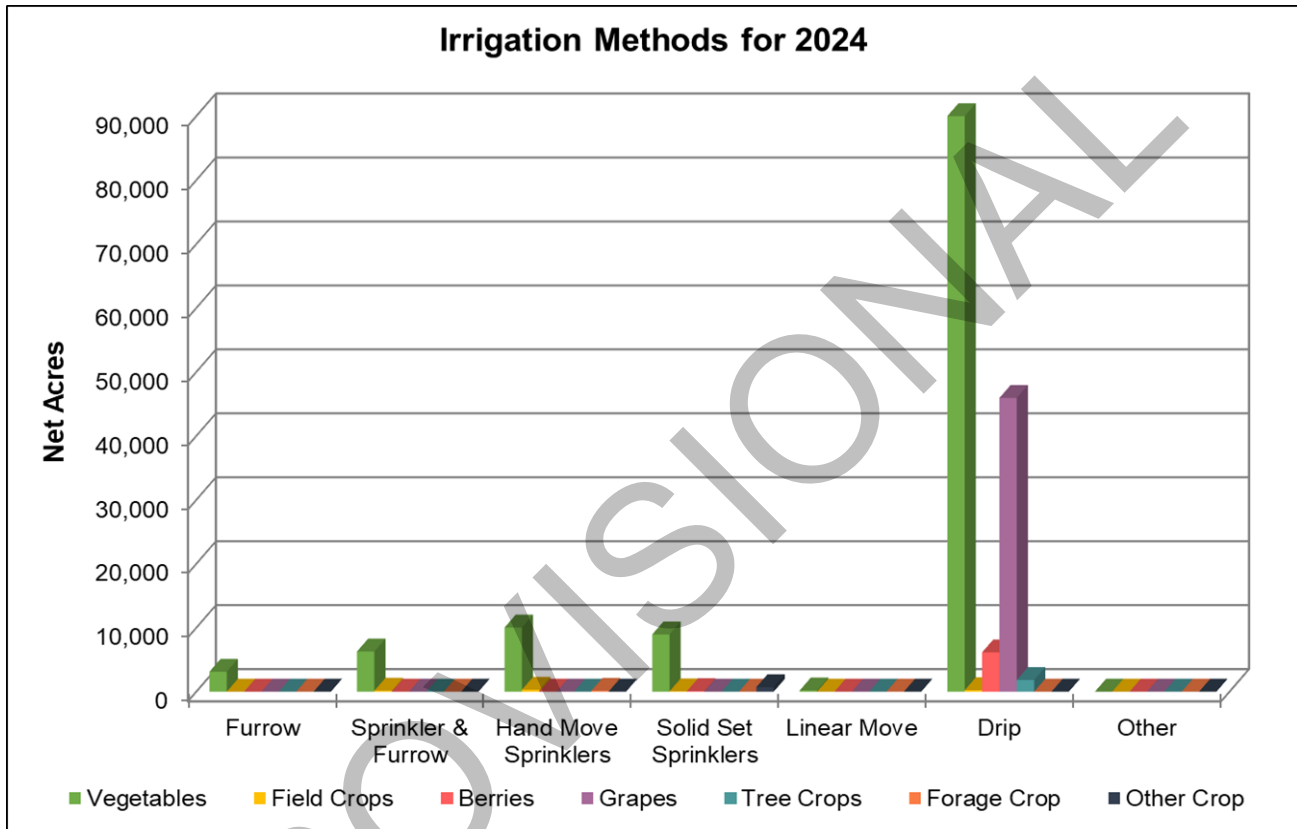


Figure 17. 2024 Forecasted Net Acre Distribution of Irrigation Methods by Crop Type.

2024	Furrow	Sprinkler & Furrow	Hand Move Sprinklers	Solid Set Sprinklers	Linear Move	Drip	Other	Total
Vegetables	3,107	6,279	10,029	8,939	194	98,653	0	127,201
Field Crops	0	152	297	48	0	230	0	727
Berries	0	0	0	74	0	6,130	0	6,204
Grapes	0	0	0	0	0	45,929	0	45,929
Tree Crops	0	0	0	0	0	1,821	0	1,821
Forage Crop	0	0	144	0	15	0	0	159
Other Crop	0	0	0	702	0	1	0	703
Unirrigated								996
<b>Total</b>	<b>3,107</b>	<b>6,431</b>	<b>10,470</b>	<b>9,763</b>	<b>209</b>	<b>152,764</b>	<b>0</b>	<b>183,741</b>

Table 9. Net Acres by Irrigation Method and Crop Type.



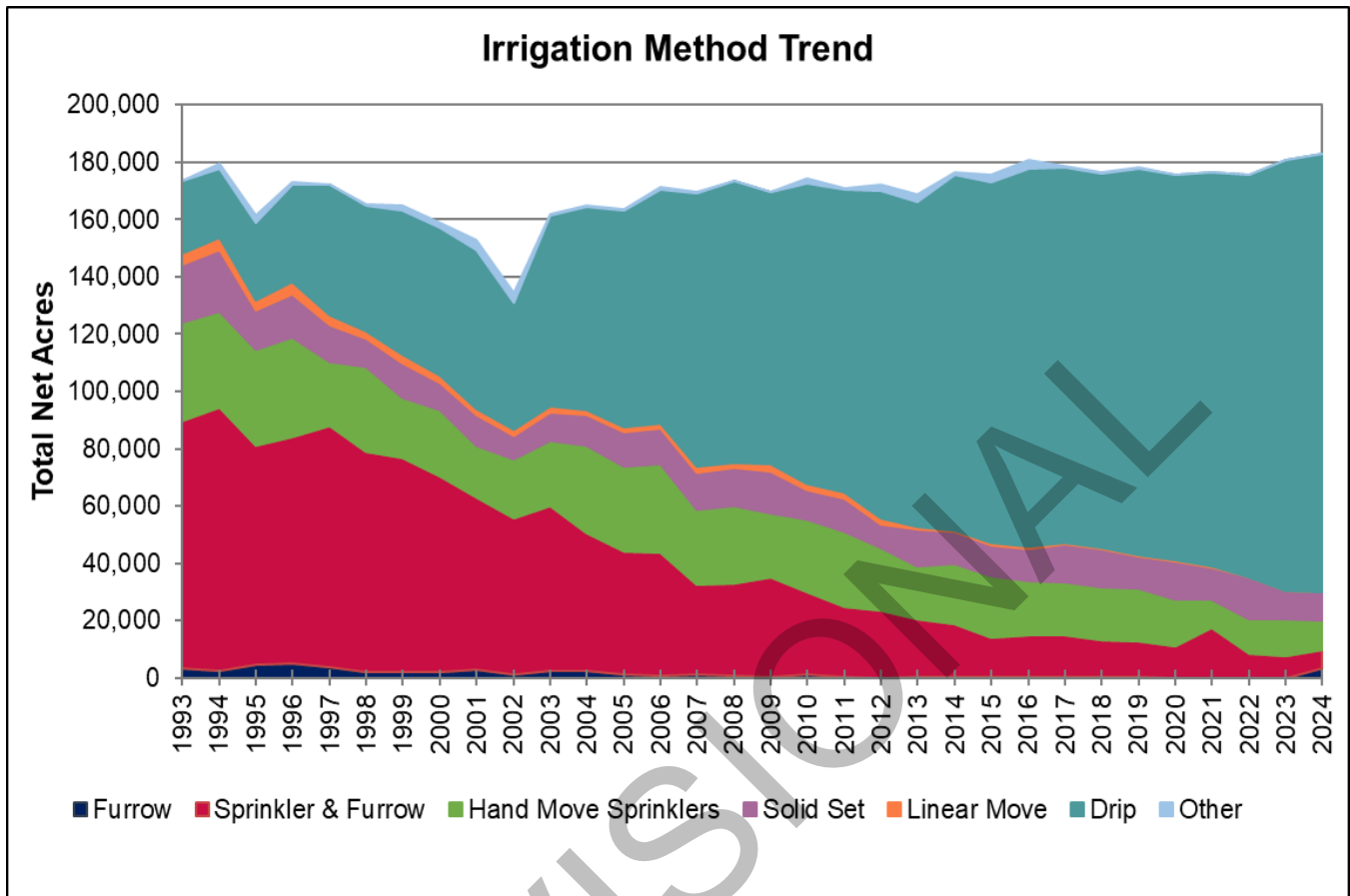


Figure 18. Changes in Irrigation Methods Used Over Time (1993 – 2024) in Zones 2, 2A, and 2B.



Figure 19. Top Ten BMPs Forecasted for 2024 Based on Reported Net Acres.

## Water and Land Use Form – Data Summary

The following three figures show the agricultural water extracted (Figure 20), irrigated net acres (Figure 21), and amount of water used per acre (Figure 22) by hydrologic subarea and crop type based on data submitted on the Water and Land Use forms. The data account for all crop types reported and all reporting methods: water flowmeter, electrical meter, and hour meter.

Changing weather patterns, variable soil types, and crop types affect the amount of water needed for efficient irrigation. Even during a normal rain year, pumping rates will vary from one subarea to another and crop types will vary depending on economic demand.

Examples of crop type categorizations include: strawberries and raspberries under Berries; beans and grains under Field Crops; alfalfa and pasture under Forage Crops; avocados and lemons under Tree Crops; and sod, flower bulbs, ornamentals, and cactus pears under Other Crops.

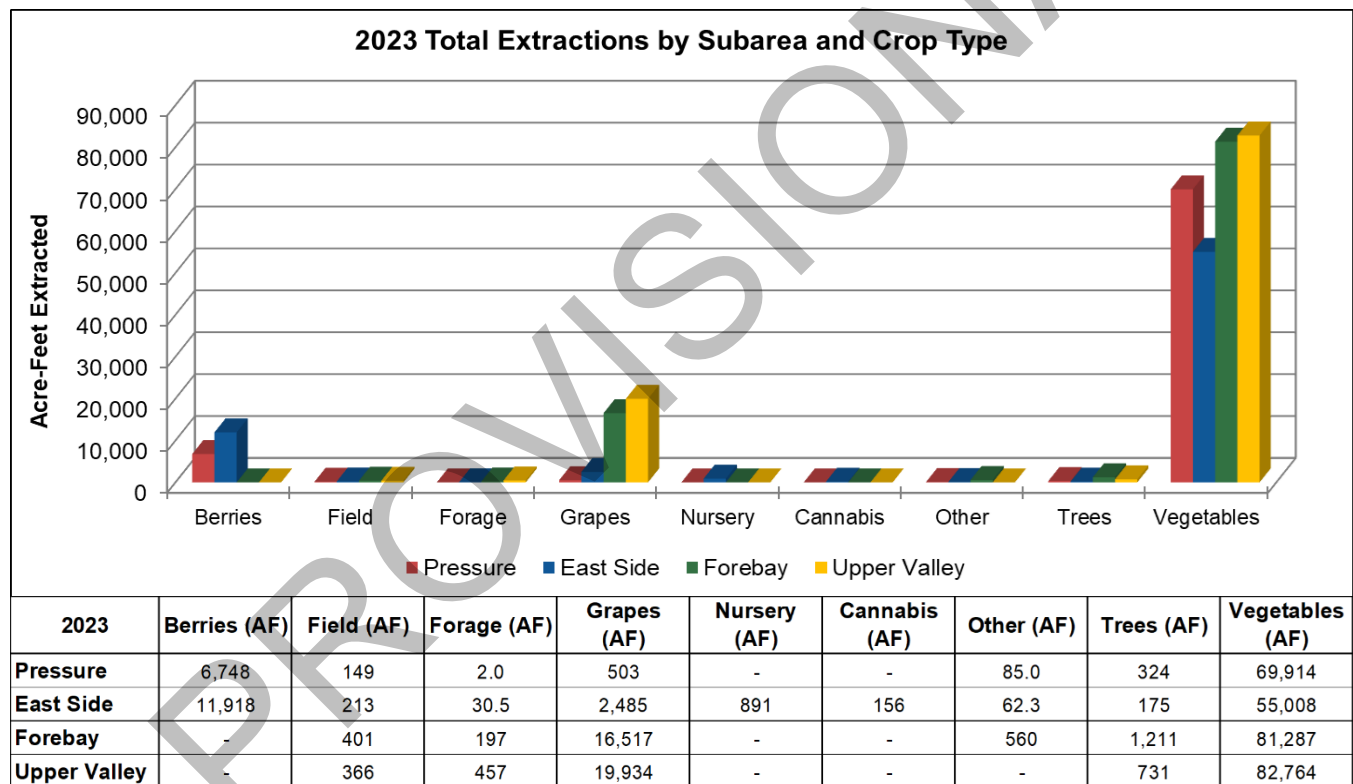
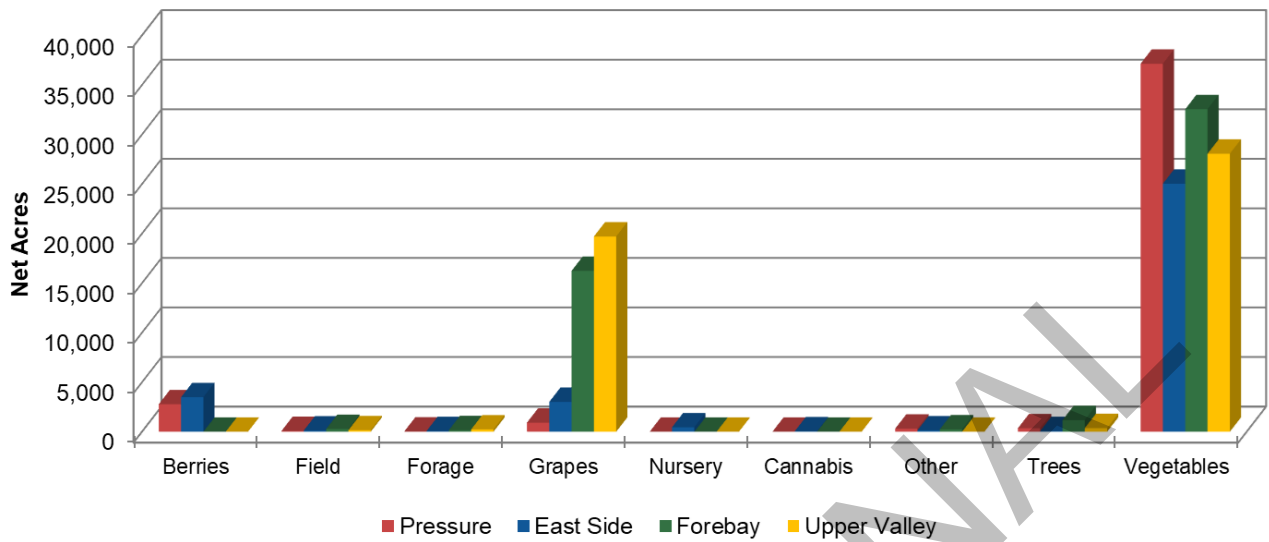


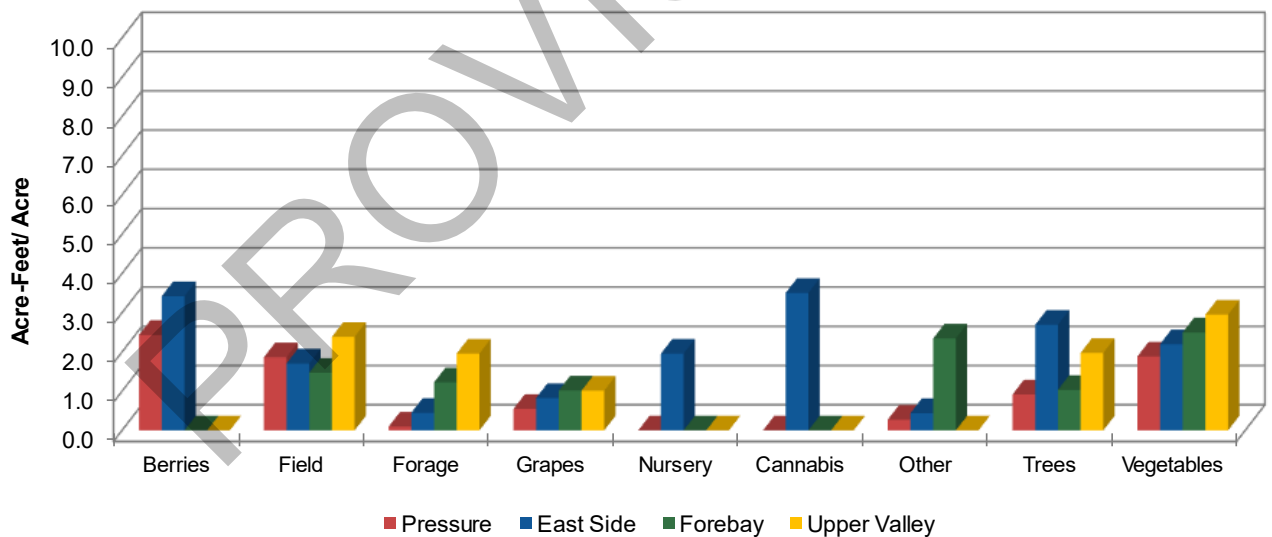
Figure 20. 2023 Extractions Reported by Crop Type and Subarea.

**2023 Total Irrigated Net Acres by Subarea and Crop Type**



**Figure 21. 2023 Irrigated Net Acres Reported by Crop Type and Subarea.**

**2023 Average Water Usage (Acre-Feet/Acre) by Subarea and Crop Type**



**Figure 22. 2023 Acre-Feet/Acre by Crop Type and Subarea.**

## Urban Water Conservation – Data Summary

Since 1996, the Agency has collected data on Urban Water Conservation Plans. Tables 10 and 11 show the top ten Best Management Practices (BMPs) for 2024 as a percentage of total acreage reported for “large” water systems (200 or more customer connections), and “small” water systems (between 15 and 199 customer connections). The reported water use per connection for different connection classes are summarized for small (Table 12, Figure 23) and large water systems (Table 13, Figure 24).

**Table 10. Top Ten BMPs – Large Water Systems.**

<b>Top Ten BMPs Implemented for Large Water Systems</b>	<b>2024</b>
Advise customers when it appears possible that leaks exist on customer's side of water meter	100%
Perform distribution system leak detection and repair whenever the audit reveals that it would be cost-effective	100%
Implement requirements that all new connections be metered and billed by volume of use	99%
Coordinate with other entities in regional efforts to promote water conservation practices	99%
Review proposed water uses for new commercial and industrial water service, and make recommendations for improving efficiency before completion of building permit process	97%
Complete an audit of water distribution system at least every three years as prescribed by American Water Works Association	97%
Enact and enforce measure prohibiting water waste as specified in Monterey County Water Resources Agency Ordinance No. 3932 or as subsequently amended, and encourage the efficient use of water	97%
Enforcement and support of water conserving plumbing fixture standards, including gradual requirement for High Efficiency Toilets (HET) in all new construction	96%
Provide conservation information in bill inserts	96%
Provide speakers to community groups and media	96%

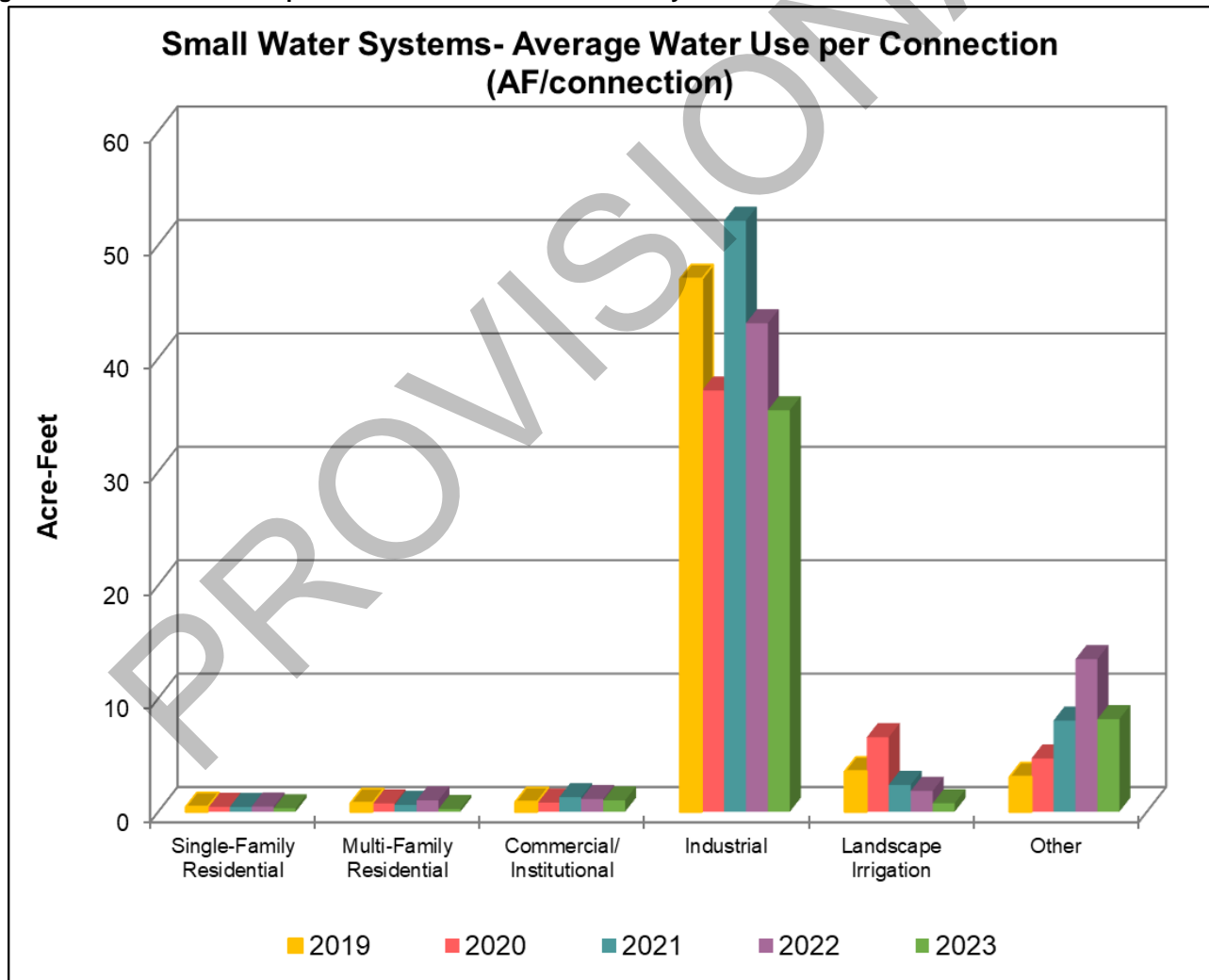
**Table 11. Top Ten BMPs – Small Water Systems.**

<b>Top Ten BMPs Implemented for Small Water Systems</b>	<b>2024</b>
Advise customers when it appears possible that leaks exist on customer's side of water meter	99%
Implement requirements that all new connections be metered and billed by volume of use	97%
Establish a program to retrofit any existing unmetered connections and bill by volume of use	66%
Support of legislation prohibiting sale of toilets using more than 1.6 gpf	64%
Perform distribution system leak detection and repair whenever the audit reveals that it would be cost-effective	64%
Provide guidelines, information, and/or incentives for installation of more efficient landscapes and water saving practices	57%
Designate a water conservation coordinator responsible for preparing the water conservation plan, managing its implementation, and evaluating its results	56%
Provide individual historical water use information on water bills	55%
Encourage and promote the elimination of non-conserving pricing and adoption of conservation pricing policies	55%
Implementation of conservation pricing policy	53%

**Table 12. Water Use per Connection – Small Water Systems (2019-2023).**

<b>Small Water Systems: Water Use (AF) Per Connection Class</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
Single-Family Residential	0.429	0.429	0.423	0.454	0.300
Multi-Family Residential	0.763	0.738	0.600	0.998	0.234
Commercial/ Institutional	0.864	0.806	1.276	1.115	0.996
Industrial	46.986	37.142	52.108	43.073	35.402
Landscape Irrigation	3.559	6.565	2.369	1.832	0.741
Other	3.066	4.702	8.035	13.451	8.166

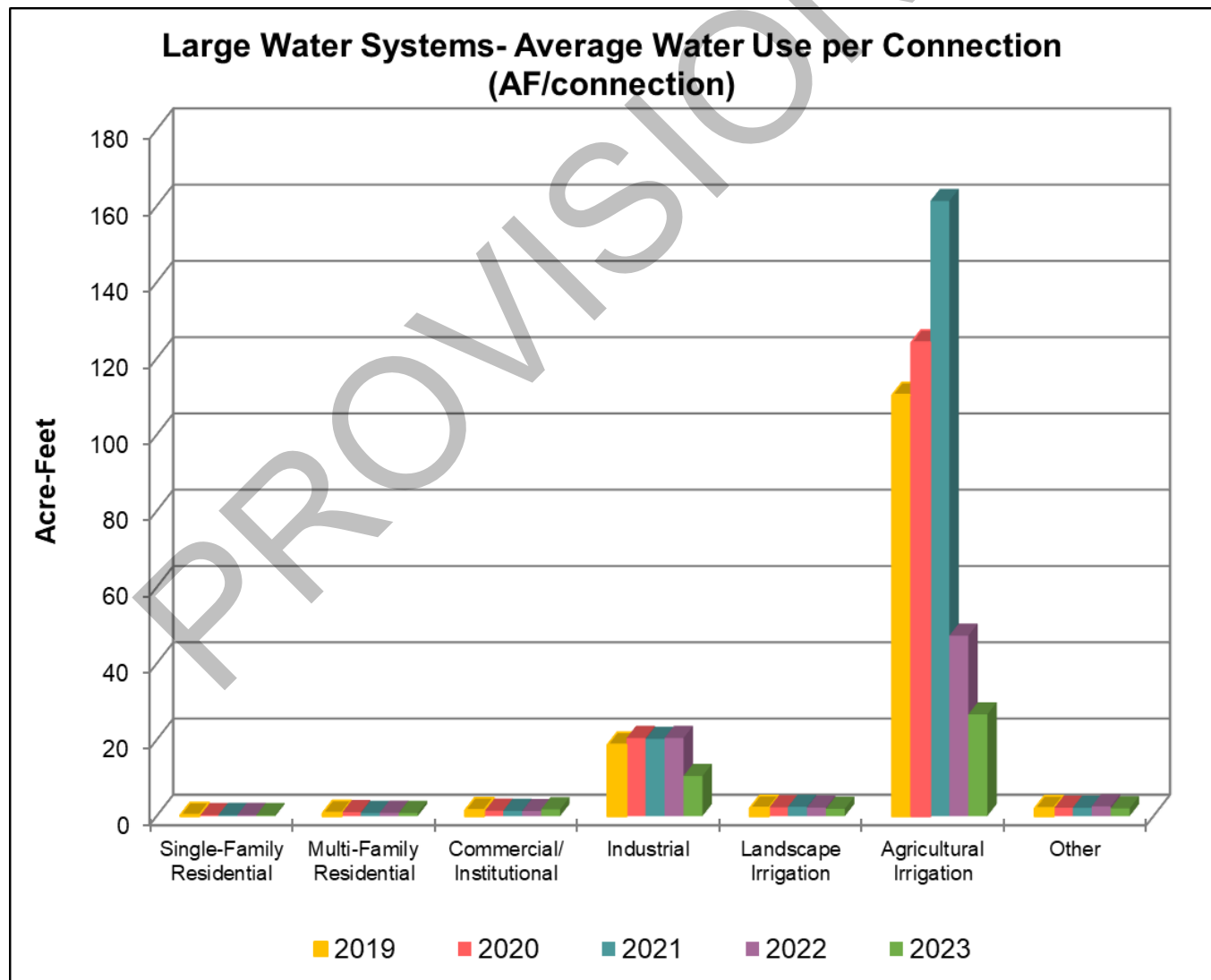
**Figure 23. Urban Water Use per Connection – For Small Water Systems**



**Table 13. Water Use per Connection – Large Water Systems (2019-2023).**

<b>Large Water Systems: Water Use (AF) Per Connection Class</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
Single-Family Residential	0.277	0.273	0.282	0.281	0.262
Multi-Family Residential	0.827	1.032	0.836	0.873	0.815
Commercial/ Institutional	1.553	1.414	1.380	1.316	1.763
Industrial	18.712	20.480	20.227	20.472	10.501
Landscape Irrigation	2.133	2.318	2.433	2.245	1.926
Agricultural Irrigation	110.451	124.190	161.299	47.313	26.659
Other	2.034	2.191	2.176	2.553	2.021

**Figure 24. Urban Water Use per Connection – For Large Water Systems**



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Mary L. Adams	District #5

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Mike LeBarre, Chair	City Select Committee

**Monterey County Water Resources Agency**

Ara Azhderian, General Manager  
Shaunna Murray, Deputy General Manager

**Groundwater Extraction Summary Report Team**

Amy Woodrow, Senior Water Resources Hydrologist  
Tamara Voss, Associate Water Resources Hydrologist  
Guillermo Diaz-Moreno, Water Resources Hydrologist  
Riley Clark, Water Resources Technician

For more information, contact:

**Monterey County Water Resources Agency**

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# County of Monterey

## Item No.3

### Board Report

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

**Legistar File Number: WRAG 24-107**

**July 15, 2024**

**Introduced:** 7/3/2024

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Approve the Action Minutes of June 17, 2024.



# County of Monterey

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



## Meeting Minutes

**Monday, June 17, 2024**

**12:00 PM**

**REVISED AGENDA - ADDENDUM/SUPPLEMENTAL : Join via Zoom at  
<https://montereycty.zoom.us/j/99769079850>**

**or in- person at: 168 W. Alisal, 1st Floor, Salinas CA - Board of Supervisors  
Chambers**

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

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Matt Simis, Vice Chair  
Mark Gonzalez  
Deidre Sullivan  
Ken Ekelund  
Mike Scattini  
Jason Smith  
John Ballie  
Marvin Borzini*

**Participation in meetings:**

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

**1. You may attend in person**

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

**3. For ZOOM participation please join by computer audio at:  
<https://montereycty.zoom.us/j/99769079850>**

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

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

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

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

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

**Participacion en Reuniones:**

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

- 1. Podar asistir personalmente a la reunion; o,**
- 2. Asistir por Zoom (informacion a continuacion), que observe la transmisión de la reunión de la Junta Directiva en vivo por [http://monterey.granicus.com/ViewPublisher.php?view\\_id=19](http://monterey.granicus.com/ViewPublisher.php?view_id=19) o <http://www.mgtvonline.com/>**
- 3. Para participar for ZOOM, por favor únase for audio de computadora por:  
[https://montereycty.zoom.us/j/997 6907 9850](https://montereycty.zoom.us/j/997%206907%209850)**

**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)  
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+1 929 205 6099 US (New York)  
+1 253 215 8782 US  
+1 301 715 8592 US**

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

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

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

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

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

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

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

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

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

**Roll Call**

Present: Mike LeBarre, Matt Simis, Mark Gonzalez, Ken Ekelund, Mike Scattini (12:01pm), Jason Smith, John Baillie, Marvin Borzini

Absent: Deidre Sullivan

**Public Comments on Closed Session Items**

None

**Recess to Closed Session**

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. Pursuant to Government Code Section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
    1. *Nacimiento Regional Water Management Advisory Committee v. Monterey County Water Resources Agency, et al.* (San Luis Obispo Superior Case No. 19CVP-0010)
    2. *American Family Connect Property and Casualty, et al. v. County of Monterey, et al.* (Monterey County Superior Court "MCSC" Case No. 24CV000215)
    3. *Stephen Ray Acosta, et al. v. County of Monterey, et al.* (MCSC Case No. 24CV000428)
    4. *Sonia Corrales, et al. v. State of California, et al.* (Santa Cruz Superior Court Case No. 23CV03022)

5. *Clint Miller Farms, Inc. et al. v. State of California, et al. (MCSC Case No. 24CV001269)*
6. *Willoughby Farms, Inc. v. Monterey County Water Resources Agency, et al. (MCSC Case No. 24CV000904)*
7. *Rosa Isela Gonzalez, et al. v. Monterey County, et al. (MCSC Case No. 24CV000848)*
8. *Mario Gonzalez, et al. v. State of California, et al. (MCSC Case No. 23CV004194)*
9. *Ojani Benjamin Calderon, et al. v. County of Monterey (MCSC Case No. 24CV000421)*

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

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

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

The meeting reconvened at 1:07 p.m.

**Pledge of Allegiance**

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

**Public Comment**

None

**Presentations**

2. Presentation on the Deep Aquifers Study. (Staff Presenting: Amy Woodrow)

**Attachments:**     [Board Report](#)  
                              [Presentation Deep Aquifers Study](#)  
                              [Deep Aquifers Funding Agreement](#)

Board of Directors Comments: Mike LeBarre, Ken Ekelund, Mike Scattini, John Baillie, Jason Smith, Mark Gonzalez

Public Comment: Nancy Isakson, Christopher Bunn

**Consent Calendar**

Upon Motion by Director Matt Simis and Second by Mark Gonzalez the Board approved the Consent Calendar.

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

Noes: None

Absent: Deidre Sullivan

Abstained: None

Recused: None

3. Approve the Action Minutes of May 20, 2024.

**Attachments:**     [Draft BOD Minutes May 20, 2024](#)

4. Receive the Monterey County Water Resources Agency FY 2023-24 Financial Status Report through March 31, 2024. (Staff: Nan Kyung Kim)

**Attachments:**     [Board Report](#)  
                              [FY24 Financial Status Report thru March 31, 2024](#)  
                              [Board Order](#)

5. Approve Amendment No. 1 to the Agreement for Services with Michael Frederick Paving to extend the agreement to June 30, 2027, and increase the dollar amount by \$200,000 for a total contract amount not to exceed \$280,000 for on call work at Agency facilities or on Agency lands; and authorize the General Manager to execute the amendment. (Staff: Jason Demers)

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

6. Approve Amendment No. 2 to the Agreement for Services with the Resource Conservation District of Monterey County to extend the agreement to June 30, 2027, and increase the dollar amount by \$217,000 for a total contract amount not to exceed \$315,000 for services towards the administration of and compliance with Salinas River Stream Maintenance Program 404 and 401 permits; and authorize the General Manager to execute the agreement. (Staff: Jennifer Bodensteiner)

**Attachments:**     [Board Report](#)  
                              [Amendment No. 2](#)  
                              [Amendment No.1](#)  
                              [Executed Resource Conservation District \(Salinas River Stream Maintenance\)](#)  
                              [Portions WRA Strategic Plan 2020](#)  
                              [Board Order](#)

7. Authorize three years of fleet management services for light duty vehicles, in accordance with the approved Enterprise Fleet Management, Inc Master Lease Agreement, for a total amount not to exceed \$765,000. (Staff: Peter Vannerus)

**Attachments:**     [Board Report](#)  
                              [Enterprise Master Lease Agreement](#)  
                              [Board Order](#)

8.     Approve Amendment No. 1 to the Professional Services Agreement with West Yost for a time extension to June 30, 2024 to continue services related to the hydrologic and flood control benefit analyses necessary to develop an updated Salinas Valley Historical Benefits Analysis report; and authorize the General Manager to execute Amendment No. 1. (Staff: Amy Woodrow)

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

### **Action Items**

Upon Motion by Director Ken Ekelund and Second by Jason Smith the Board authorized the General Manager to enter into Amendment No. 2 to the Subgrant Agreement between the Salinas Valley Basin Groundwater Sustainability Agency and Monterey County Water Resources Agency, Related to Grant Agreement Number 4600014638 Sustainable Groundwater Management Act Implementation Grant, to decrease the subgrant eligible fund amount by \$341,00 for a total contract amount not to exceed \$3,480,000; and revise the work plan.

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

**Noes:** None

**Absent:** Deidre Sullivan

**Abstained:** None

9.     Consider authorizing the General Manager to enter into Amendment No. 2 to the Subgrant Agreement between the Salinas Valley Basin Groundwater Sustainability Agency and Monterey County Water Resources Agency, related to Grant Agreement Number 4600014638 Sustainable Groundwater Management Act Implementation Grant, to decrease the subgrant eligible fund amount by \$341,000 for a total contract amount not to exceed \$3,480,000; and revise the work plan.  
(Staff Presenting: Shaunna Murray)

**Attachments:**     [Board Report](#)  
                              [Board Order 22-56 Subgrant with SVBGSA](#)  
                              [Original Subgrant Agreement with SVBGSA](#)  
                              [Subgrant Agreement Amendment No. 1](#)  
                              [MCWRA letter requesting Amendment No. 2](#)  
                              [Board Order](#)

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

10. June, July and August 2024 Calendars.

**Attachments:**     [June 2024](#)  
                              [July 2024](#)  
                              [August 2024](#)

**General Manager's Report**

11.
  - Personnel
  - Dam Safety Funding
  - GEMS Expansion
  - Monterey One Water Reconciliation
  - Association of California Water Agencies
  - Regulatory/Legislative Activities
  - Other

**Committee Reports**

12. Committee Agenda's and Cancellation Notices for May and June 2024:
- Water Resources Agency Reservoir Operations Advisory Committee
  - Joint Water Resources/Board of Supervisor Leadership Reschedule Notice
  - Water Resources Agency Basin Management Advisory Cancellation Notice
  - Water Resources Agency Planning Committee
  - Water Resources Personnel and Administration Committee
  - Water Resources Agency Finance Committee

**Attachments:**     [Final ResOps May 30, 2024 Agenda](#)  
                              [JBL Reschedule Notice June 2024](#)  
                              [BMAC June 5, 2024 Cancellation Notice](#)  
                              [Final Planning Agenda June 5, 2024](#)  
                              [Final REVISED P&A Agenda June 7, 2024](#)  
                              [Final Finance Agenda June 7, 2024](#)

**Information Items**

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

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

**Board of Directors Comments**

Ken Ekelund, Jason Smith, Matt Simis, Mark Gonzalez, John Baillie, Mike LeBarre



Adjournment

ADDENDA/SUPPLEMENTAL

- 14.** Water Resources Agency Board of Directors Addenda/Revision to Presentations on June 17, 2024:

Presentation on the San Antonio Spillway Replacement Project. (Staff Presenting: Elise Ramirez)

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



# County of Monterey

## Item No.4

### Board Report

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

Legistar File Number: WRAG 24-114

July 15, 2024

Introduced: 7/8/2024

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Approve Amendment No. 2 to the Professional Services Agreement with AECOM Technical Services, Inc., in the amount of \$103,392 to provide annual safety surveillance and performance evaluation of San Antonio Dam and as-needed general engineering services; and authorize the General Manager to execute the Amendment. (Staff: Manuel Saavedra)

#### RECOMMENDATION:

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

Approve Amendment No. 2 to the Professional Services Agreement with AECOM Technical Services, Inc., in the amount of \$103,392 to provide annual safety surveillance and performance evaluation of San Antonio Dam and as-needed general engineering services; and authorize the General Manager to execute the Amendment.

#### SUMMARY/DISCUSSION:

San Antonio Dam is under the jurisdiction of the California Department of Water Resources Division of Safety of Dams (DSOD). DSOD classifies San Antonio Dam for hazard to downstream population and infrastructure in the event of catastrophic failure as "Extremely High." Prudent practice and California Water Code Regulations require dam owners under DSOD jurisdiction to collect and evaluate dam instrumentation data and to perform periodic dam inspections to ensure public safety. Instrumentation data collected from 85 piezometers, 10 observation wells, 34 drains and 21 survey monuments allow monitoring of seepage flows, embankment movement, and general stability of San Antonio Dam.

AECOM Technical Services, Inc., has provided assistance to the Agency in the evaluation of instrumentation monitoring data, dam inspections, and evaluation of dam stability for many years. The purpose of Amendment No. 2 is to provide continuation of dam safety surveillance and performance evaluation of San Antonio Dam for the period of July 1, 2024, to June 30, 2025. The Scope of Work listed in Exhibit E, of the Agreement covers the dam performance evaluation tasks to meet DSOD monitoring requirements. Amendment No. 2 also includes \$30,000 to provide as-needed general engineering services for San Antonio Dam to include but limited to: construction engineering, environmental permitting, geotechnical engineering, and surveying.

#### OTHER AGENCY INVOLVEMENT:

None.

#### FINANCING:

Amendment No. 2 is payable from Fund 116 - San Antonio Dam Operation and Maintenance.

Prepared by: Manuel Saavedra, Associate Water Resources Engineer (831) 755-4860

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

Attachments:

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



# County of Monterey

Item No.

## Board Report

Board of Supervisors  
Chambers  
168 W. Alisal St., 1st Floor  
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### OTHER AGENCY INVOLVEMENT:

None.

### FINANCING:

Amendment No. 2 is payable from Fund 116 - San Antonio Dam Operation and Maintenance.

Prepared by: Manuel Saavedra, Associate Water Resources Engineer (831) 755-4860

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

Attachments:

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

**AMENDMENT No. 2 to  
Agreement for Professional Services  
between Monterey County Water Resources Agency and  
AECOM Technical Services, Inc.**

**THIS AMENDMENT No. 2** to the Agreement for Professional Services between the Monterey County Water Resources Agency, a political subdivision of the State of California, (hereinafter, “Agency”), and AECOM Technical 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**, on October 14, 2022, the Parties entered into an Agreement for Professional Services (hereinafter, “Agreement”) with a term of July 1, 2022, through June 30, 2024, for a total contract amount of \$78,724.

**WHEREAS**, on July 18, 2023, the Parties entered into Amendment No. 1 to the Agreement, thereby amending the Agreement by adding \$157,240 and extending the term of the Agreement to June 30, 2025.

**WHEREAS**, the Parties wish to amend the Agreement by increasing the dollar amount by \$103,392 for a total contract amount of \$339,356 to perform the services identified in Exhibit E.

**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 F. The maximum amount payable to CONTRACTOR under this contract is \$339,364.

Original Agreement:   \$78,724  
Amendment No. 1:   \$157,240  
Amendment No. 2:   \$103,392  
Not to exceed total:   \$339,356

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.*

---

AECOM Technical Services, Inc.  
Amendment No. 2  
Page 1 of 2



**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**

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

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

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

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

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

**Approved as to Fiscal Provisions**

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

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

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

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

**Approved as to Indemnity, Insurance Provisions**

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

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

\*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 Business Name

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

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

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

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

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

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

## Exhibit E

### **Scope of Work and Work Schedule** **San Antonio Dam Surveillance & Performance Evaluation** **and General Engineering Services**

San Antonio Dam is under the jurisdiction of the State of California Department of Water Resources, Division of Safety of Dams (DSOD). The CONTRACTOR shall perform the following Scope of Work for the period of July 1, 2024, through June 30, 2025.

#### **Surveillance & Performance Evaluation Tasks:**

##### **TASK 1 - ANNUAL INSPECTION**

Provide on-site inspection of San Antonio Dam at a time to be scheduled by the Agency. The inspection will include, at a minimum, examination of the instrumentation, relief wells, drains, embankment slopes, dam crest, and spillway for visible signs of failure, distress, erosion, or maintenance needs, and observation of operating mechanisms, including but not limited to valves, gates, drains, and safety devices for signs of malfunction or wear.

**Deliverable:** CONTRACTOR will provide field notes to the Agency after inspection is completed and any appropriate recommendations. One inspection per year.

##### **TASK 2 - PIEZOMETER / DRAIN DATA REVIEW**

Review and evaluate bi-monthly data from approximately 85 piezometers, 34 drains, and 10 relief wells. Data will be collected and provided to CONTRACTOR by the Agency supplied in electronic spreadsheet format. This review includes comparison of current monitoring data with past data during periods of similar reservoir conditions and against original design assumptions and criteria, as appropriate, to check for development of significant trends or changes in the data. CONTRACTOR is to make recommendations for corrective action if required. Up to six (6) data sets will be provided to CONTRACTOR per year.

**Deliverables:** CONTRACTOR will provide the Agency a brief summary of data review conclusions and any appropriate recommendations, promptly upon each periodic review, and prior to development of the surveillance and performance evaluation report.

##### **TASK 3 - SURVEY DATA REVIEW**

Review and evaluate annual dam, spillway, and outlet tunnel survey displacement data supplied by the Agency. Include a comparison of current monitoring data with past data during periods of similar reservoir conditions and against original design assumptions and criteria, as appropriate, to check for development of significant trends or changes in the data. CONTRACTOR is to make recommendations for corrective action if required.

**Deliverable:** CONTRACTOR will provide a brief summary of data review conclusions and any appropriate recommendations upon review, and incorporate review and conclusions into the

surveillance and performance evaluation report.

#### **TASK 4a - INSTRUMENTATION DATA PLOTS**

Generate piezometer and drain flow data plots, and survey displacement data plots from data provided by the Agency. CONTRACTOR shall organize and format the plots for ease of interpretation. The plots will include data for the past ten (10) years. The plots will be generated annually.

**Deliverable:** Included in Task 5 deliverables.

#### **TASK 4b - REDESIGN OF PIEZOMETER/DRAIN DATA PLOTS**

CONTRACTOR will redesign and format the piezometer and drain flow data plots deliverables for Task 4a, to a Microsoft® Excel file type. This is a one-time task to be completed by May 2025.

**Deliverable:** Included in Task 5 deliverables.

#### **TASK 5 - REPORTING**

Prepare an annual dam surveillance and performance evaluation report (report) for Agency submittal to DSOD. The report will include evaluation of the current annual piezometer, drain, and survey monitoring data with comparison to historic data and trends; documentation of the field inspection; conclusions regarding the current condition of the dam, appurtenant facilities, and instrumentation; and applicable recommendations for repair, maintenance, or adjustments to the instrumentation and surveillance program. The report will be submitted initially as a draft; after receiving and incorporating Agency comments, the report will be presented in final form.

##### **Deliverables:**

- Send via e-mail copy of draft report to Agency's Project Manager and provide up to three (3) hard copy draft reports upon Agency request.
- Three (3) bound copies of the final report, plus two (2) bound final reports with wet signature and engineer's stamp, totaling five (5) bound final reports.
- Copy of final report in Adobe® Portable Document Format (.PDF).
- Electronic data shall be readable using Microsoft® Word, Excel, Project, and plan sets in AutoCAD by Autodesk®. ESRI ArcGIS® and AutoCAD, images to be imported in a document are to be provided at 300 dpi.
- Digital photos shall be 2048 x 1536 pixels at 72 pixels per inch or better, and delivered in .PDF, .TIFF or .JPEG formats.

#### **TASK 6 - MEETINGS**

CONTRACTOR will allow for additional meetings as required, in addition to the site inspection, with the Agency and/or DSOD. Such meetings are in addition to Task 1.

**Deliverables:** Allow for two (2) meetings per year.

#### **TASK 7 - ON-CALL RESPONSE**

CONTRACTOR shall be available on a time and expense basis in the event of a natural disaster or other threat to San Antonio Dam, or other unexpected urgent situation or unusual operating condition regarding the safety or integrity of the dam. CONTRACTOR, in the event of such situation, would be expected to inspect the dam within 24 hours, or provide detailed monitoring data review and evaluation as applicable, consult with the Agency as needed, and prepare written recommendations for the continued safe operation of the dam.

**Deliverables:** Allow for one on-site inspection and inspection report per year, or equivalent data review and evaluation effort.

#### **TASK 8 - EARTHQUAKE EVENT DATA REVIEW**

When requested by Agency in the event of a significant earthquake, piezometer, drain, and other data will be collected on a more frequent basis, perhaps daily or weekly. These additional data will need to be evaluated and incorporated in the surveillance and performance evaluation report. The evaluation may be requested at the time immediately after data collection for such event.

**Deliverables:** Allow for up to 12 data sets to be evaluated and presented in the surveillance and performance evaluation report.

#### **SCHEDULE:**

The schedule for performing work associated with the 2024 annual surveillance program is based on receipt of all final monitoring data from the Agency by the end of January 2025. Submittal of the draft report is then anticipated by the end of April 2025, with receipt of Agency comments by the middle of May 2025, allowing submittal of the final report by the end of May 2025.

#### **General Engineering Services:**

CONTRACTOR will perform general engineering services for San Antonio Dam on as-needed basis. For such needed general engineering services, the Agency will provide a scope of work, schedule, and deliverables in writing, and agreed in writing by CONTRACTOR (by email is acceptable). Services may include, but not limited to construction engineering, geotechnical engineering, environmental permitting, inspections, and surveying. CONTRACTOR shall be compensated for as-need general engineering services on a time and expense basis in accordance with the hourly rate schedule listed in Exhibit F.

## Exhibit F

### Payment Provisions

### San Antonio Dam Surveillance & Performance Evaluation and General Engineering Services

This Exhibit F shall replace Exhibit D and become effective for work performed by CONTRACTOR after July 1, 2024.

#### PAYMENT:

For the Scope of Work defined in Exhibit E, Agency shall pay CONTRACTOR on a time and expense basis. A budget detail for the Surveillance and Performance Evaluation work is shown in Table 1 below.

**Table 1. San Antonio Dam Surveillance and Performance Evaluation Budget for FY 2024-25.**

2024 Rate:		\$256.00	\$250.00	\$206.00	\$139.00	\$114.00			
Task No.	Task Description	Yadon Principal Engineer	Kline Sr Tech Lead	Tabor Senior Engineer	Support CAD	Support Admin	Subtotal Manhours	Expenses	Task Cost Estimate
1	Annual Inspection	0	10	10	0	0	20	\$500	\$5,060
2	Piezometer / Drain Data Review	0	4	40	0	0	44	\$0	\$9,240
3	Survey Data Review	0	0	16	0	0	16	\$0	\$3,296
4a	Instrumentation Data Plots	0	20	40	0	0	60	\$0	\$13,240
5	Reporting	4	16	64	16	8	108	\$150	\$21,494
6	Meetings	0	0	8	0	0	8	\$100	\$1,748
7	On-Call Response	0	0	20	0	0	20	\$250	\$4,370
8	Earthquake Event Data Review	0	0	24	0	0	24	\$0	\$4,944
	<b>SA Dam Surveillance Program Total:</b>	<b>4</b>	<b>50</b>	<b>222</b>	<b>16</b>	<b>8</b>	<b>300</b>	<b>\$1,000</b>	<b>\$63,392</b>
4b	Piezometer / Drain Figure Redesign *		40						\$10,000
	<b>Program Total with One-Time Task 4b:</b>	<b>4</b>	<b>90</b>	<b>222</b>	<b>16</b>	<b>8</b>	<b>300</b>	<b>\$1,000</b>	<b>\$73,392</b>

**General Engineering Services: \$30,000**

**Amendment No. 2 Not-to-Exceed Total: \$103,392**

#### DIRECT LABOR RATE SCHEDULE:

The Direct Labor Rate Schedule (Table 2) herein is effective beginning July 1, 2024. Payable costs shall be the sum of direct labor costs, other direct costs and sub-CONSULTANT mark-up as defined below. The hourly billing rate schedule and other direct costs chargeable to the work may be modified as agreed by Agency and CONTRACTOR after a 12-month period. Any agreed labor rate increase shall not exceed the 12-month San Francisco Bay Area CPI for the prior February. The parties shall agree to such modifications in writing as an Amendment to the Agreement.

**Table 2. Direct Labor Rate Schedule**

<b>Labor Category</b>	<b>Rate / Hour</b>
Principal Engineer - General	\$ 288
Principal Engineer - Yadon	\$ 256
Senior Technical Lead	\$ 250
Project Manager	\$ 233
Senior Engineer/Geologist	\$ 206
Project Engineer/Geologist	\$ 172
Senior Staff Engineer/Geologist	\$ 155
Staff Engineer/Geologist	\$ 139
Support GIS	\$ 161
Support CAD	\$ 139
Support Administrative	\$ 114

**Direct Labor Costs:** Are the hourly billing rate, per the Direct Labor Rate Schedule times the number of hours worked by the personnel.

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

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

**INVOICES:**

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

**NOTIFICATION:**

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

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

The undersigned parties hereby agree to amend that certain Agreement for Professional Services between the Monterey County Water Resources Agency (hereinafter "Agency") and AECOM Technical Services, Inc., (hereinafter "CONTRACTOR") executed and effective on July 1, 2022 (hereinafter "Agreement").

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

1. Employment of CONTRACTOR. Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibits A and D, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the **Scope of Work/Work Schedule set forth in Exhibits A and D:**
  - (a) The scope of work is briefly described and outlined as follows:  
*San Antonio Dam surveillance and performance evaluation, engineering services for 12-in horizontal drain repair, and general services.*
  - (b) The CONTRACTOR shall perform its services under this Agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
  - (c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
  - (d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.

Section 2 of the Agreement is hereby amended to read as follows:

2. Term of Agreement. The term of this Agreement shall begin on **July 1, 2022** by CONTRACTOR and Agency, and will terminate on **June 30, 2025**, unless earlier terminated as provided herein.



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

2. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR in accordance with the fee schedules set forth in Exhibit D beginning July 1, 2023. The maximum amount payable to CONTRACTOR under this contract is **two hundred thirty five thousand nine hundred sixty four dollars (\$235,964)**, summarized below:

\$ 78,724 Original Agreement  
 \$157,240 Amendment No. 1  
 \$235,964 Maximum Amount Payable

Section 27 of the Agreement is hereby amended to read as follows:

27. Contract Administrators.

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

Mr. Stan Kline

Agency's designated administrator of this Agreement shall be:

Mr. Manuel Saavedra

Section 28 of the Agreement is hereby amended to read as follows:

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

	<b><u>TO AGENCY</u></b>	<b><u>TO CONTRACTOR</u></b>
Name:	Mr. Manuel Saavedra	Mr. Stan Kline
Address:	Monterey County Water Resources Agency 1441 Schilling Place – North Building Salinas, CA 93901	AECOM 300 Lakeside Drive Oakland, CA 94612
Telephone:	831-755-4860	510-874-3191
Email:	<a href="mailto:saavedram@co.monterey.ca.us">saavedram@co.monterey.ca.us</a>	<a href="mailto:Stan.Kline@aecom.com">Stan.Kline@aecom.com</a> Email: Claims related notices shall be copied to: <a href="mailto:AMER-DCSProjectClaimNotices@aecom.com">AMER-DCSProjectClaimNotices@aecom.com</a>

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

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

**MONTEREY COUNTY  
WATER RESOURCES AGENCY:**

By:   
1F182FFB49A2435...

Ara Azhderian  
General Manager

Date: 7/18/2023 | 9:23 AM PDT

**CONTRACTOR:**

By: 

Type Name: Theodore Feldsher

Title: Vice President

Date: June 25, 2023

By: 

Type Name: Mourad Attalla

Title: Vice President

Date: June 26, 2023

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

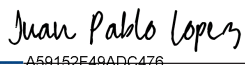
**MCWRA – AECOM Technical Services, Inc.**  
**Amendment No. 1**

\*\*\*\*\*

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

Approved as to fiscal provisions:


DocuSigned by:  
  
22D690CA05A940B...  
Assistant County Counsel

DocuSigned by:  
  
A59152F49ADG476...  
Administrative Analyst

Dated: 7/6/2023 | 12:24 PM PDT

Dated: 7/7/2023 | 8:58 AM PDT

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

DocuSigned by:  
  
4E7E657875454AE...  
Auditor-Controller <sup>2</sup>:

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

Dated: 7/7/2023 | 8:55 AM PDT

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

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

# Exhibit C

## Scope of Work and Work Schedule

### San Antonio Dam FY 2023-24 Surveillance & Performance Evaluation and Calendar 2023 Annual Report

San Antonio Dam is under the jurisdiction of the State of California Department of Water Resources, Division of Safety of Dams (DSOD). This scope of work includes San Antonio Dam data review, on call response for fiscal year 2023-24, and annual performance reporting for the 2023 calendar year.

#### SCOPE OF WORK

##### **TASK 1 - ANNUAL INSPECTION**

Provide on-site inspection of San Antonio Dam at a time to be scheduled by the Agency. The inspection will include, at a minimum, examination of the instrumentation, relief wells, drains, embankment slopes, dam crest, and spillway for visible signs of failure, distress, erosion, or maintenance needs, and observation of operating mechanisms, including but not limited to valves, gates, drains, and safety devices for signs of malfunction or wear.

**Deliverable:** AECOM will provide field notes to the Agency after inspection is completed and any appropriate recommendations. One inspection per year.

##### **TASK 2 - PIEZOMETER / DRAIN DATA REVIEW**

Review and evaluate bi-monthly data from approximately 85 piezometers, 34 drains, and 10 relief wells. Data will be collected and provided to AECOM by the Agency supplied in electronic spreadsheet format. This review includes comparison of current monitoring data with past data during periods of similar reservoir conditions and against original design assumptions and criteria, as appropriate, to check for development of significant trends or changes in the data. AECOM is to make recommendations for corrective action if required. Up to six (6) data sets will be provided to AECOM per year.

**Deliverables:** AECOM will provide the Agency a brief summary of data review conclusions and any appropriate recommendations, promptly upon each periodic review, and prior to development of the surveillance and performance evaluation report.

##### **TASK 3 - SURVEY DATA REVIEW**

Review and evaluate annual dam, spillway, and outlet tunnel survey displacement data supplied by the Agency. Include a comparison of current monitoring data with past data during periods of similar reservoir conditions and against original design assumptions and criteria, as appropriate, to check for development of significant trends or changes in the data. AECOM is to make recommendations for corrective action if required.

**Deliverable:** AECOM will provide a brief summary of data review conclusions and any appropriate recommendations upon review, and incorporate review and conclusions into the surveillance and performance evaluation report.

#### **TASK 4 - INSTRUMENTATION DATA PLOTS**

Generate piezometer and drain flow data plots, and survey displacement data plots from data provided by the Agency. AECOM shall organize and format the plots for ease of interpretation. The plots will include data for the past ten (10) years. The plots will be generated annually.

**Deliverable:** Included in Task 5 deliverables.

#### **TASK 5 - REPORTING**

Prepare an annual dam surveillance and performance evaluation report (report) for Agency submittal to DSOD. The report will include evaluation of the current annual piezometer, drain, and survey monitoring data with comparison to historic data and trends; documentation of the field inspection; conclusions regarding the current condition of the dam, appurtenant facilities, and instrumentation; and applicable recommendations for repair, maintenance, or adjustments to the instrumentation and surveillance program. The report will be submitted initially as a draft; after receiving and incorporating Agency comments, the report will be presented in final form.

**Deliverables:**

- Send via e-mail copy of draft report to Agency's Project Manager and provide up to three (3) hard copy draft reports upon Agency request.
- Three (3) bound copies of the final report, plus two (2) bound final reports with wet signature and engineer's stamp, totaling five (5) bound final reports.
- Copy of final report in Adobe® Portable Document Format (.PDF) on Compact Disc (CD).
- Electronic data shall be readable using Microsoft® Word, Excel, Project, and plan sets in AutoCAD by Autodesk®. ESRI ArcGIS® and AutoCAD, images to be imported in a document are to be provided at 300 dpi.
- Digital photos shall be 2048 x 1536 pixels at 72 pixels per inch or better, and delivered in .PDF, .TIFF or .JPEG formats.

#### **TASK 6 - MEETINGS**

AECOM will allow for additional meetings as required, in addition to the site inspection, with the Agency and/or DSOD. Such meetings are in addition to Task 1.

**Deliverables:** Allow for two (2) meetings per year.

#### **TASK 7 - ON-CALL RESPONSE**

AECOM shall be available on a time and expense basis in the event of a natural disaster or other threat to San Antonio Dam, or other unexpected urgent situation or unusual operating condition regarding the safety or integrity of the dam. AECOM, in the event of such situation, would be expected to inspect the dam within 24 hours, or provide detailed monitoring data review and evaluation as applicable, consult with the Agency as needed, and prepare written recommendations for the continued safe operation of the structure. This task would be funded on an as-needed basis.

**Deliverables:** Allow for one on-site inspection and inspection report per year, or equivalent data review and evaluation effort.

## **TASK 8 - EARTHQUAKE EVENT DATA REVIEW**

When requested by Agency in the event of a significant earthquake, piezometer, drain, and other data will be collected on a more frequent basis, perhaps daily or weekly. These additional data will need to be evaluated and incorporated in the surveillance and performance evaluation report. The evaluation may be requested at the time immediately after data collection for such event. This task would be funded on an as-needed basis.

**Deliverables:** Allow for up to 12 data sets to be evaluated and presented in the surveillance and performance evaluation report.

## **SCHEDULE**

The schedule for performing work associated with the 2023 annual surveillance program is based on receipt of all final monitoring data from the Agency by the end of January 2024. Submittal of the draft report is then anticipated by the end of April 2024, with receipt of Agency comments by the middle of May 2024, allowing submittal of the final report by the end of May 2024.

# **San Antonio Dam** **Engineering Services for 12-inch Horizontal Drain Repair**

## **SCOPE OF WORK**

A horizontal 12-inch diameter slotted corrugated metal pipe dam embankment drain, installed during original dam construction at the downstream slope between the low-level conduit tunnel and north abutment, is severely corroded and in need of repair to maintain drainage of seepage water at this location. AECOM will perform the following services for repair of this horizontal drain:

**Task 1:** Obtain and review applicable documents, such as drawings, reports, Agency prepared 12-inch horizontal drain repair plan proposal, and evaluate engineering approach and alternative recommendations (if any), and consult with Agency staff regarding drain repair.

**Deliverables:** One online meeting with Agency staff to obtain relevant documents, exchange information, and answer questions.

**Task 2:** Site Visit: AECOM staff will observe the drain onsite.

**Deliverable:** One onsite visit by AECOM technical staff.

**Task 3:** Develop construction plans and specifications, which may include, but are not limited to:

- 1) Project Existing Conditions, Excavation, Working Area, Cut Slope, and Braced Excavation
  - a) Staging area and haul route to material storage area
  - b) Area of bedrock exposure to be removed and temporary fill area for construction access

- 2) Demolition and Repair to Section of Pipe
  - a) Detail showing section of pipe to be removed
  - b) Details showing size and length of new slotted pipe equipped with tremie pipes and rails
  - c) Detail of proposed means for installation using hydraulic jack and jacking pit
  - d) Materials and construction notes for proposed method to tremie backfill the annular space
- 3) Restoration of Excavation, Grading, and Site Drainage
  - a) Removal and re-compaction of temporary access fill
  - b) Final grading contours to match existing grade with new surface drainage
  - c) Backfill materials and compaction guidelines to restore to finish grade
  - d) Detail for new weir at outlet to new pipe
  - e) Detail for restored pavement section
  - f) Detail showing sealing of exposed concrete tunnel wall joint

**Deliverables:** Draft 100% Plans and Specifications for Agency review.

**Task 4:** Revise Plans and Specifications in response to Agency and DSOD review comments.

**Deliverables:**

- 1) Response to Agency comments on Draft 100% Plans and Specifications and revised 100% Plans and Specifications for Agency submittal to DSOD.
- 2) Response to DSOD comments on Agency submitted Plans and Specifications and (if needed) revised Plans and Specifications for Agency re-submittal to DSOD.
- 3) Provide input to bidder requirements.

Note: Two iterations of Agency and DSOD comments and AECOM response are included above.

Assumptions:

1. Cost estimation and services during construction are not included in this scope of work.
2. The construction contractor will be responsible for temporary shoring/excavation bracing design.
3. Agency will prepare construction bidding and construction contract documents.

**SCHEDULE**

Begin work May 2023 chargeable to remaining General Services budget. Provide Draft 100% Plans and Specification by August 11, 2023.

## **General Services**

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



## EXHIBIT D

### PAYMENT PROVISIONS

Exhibit B shall be effective for work performed by AECOM through June 30, 2023. This Exhibit D shall replace Exhibit B on and become effective for work performed July 1, 2023 and thereafter.

#### **PAYMENT:**

For the Scope of Work defined in Exhibit C, Agency shall pay Contractor on a time and expense basis an amount not to exceed \$157,240. Payable costs shall be the sum of direct labor costs, other direct costs and sub-consultant mark-up as defined below. Budget detail is shown in Tables 2 and 3 herein.

**Direct Labor Costs:** Are the hourly billing rate, per the Direct Labor Rate Schedule (Table 1) herein, times the number of hours worked by the personnel.

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

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

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

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

**TABLE 1. DIRECT LABOR RATE SCHEDULE**

<b><u>LABOR CATEGORY</u></b>	<b><u>RATE / HOUR</u></b>
Principal Engineer	\$ 280
Senior Technical Lead	\$ 243
Project Manager	\$ 226
Senior Engineer / Geologist	\$ 200
Project Engineer / Geologist	\$ 167
Senior Staff Engineer / Geologist	\$ 150
Staff Engineer / Geologist	\$ 135
Support GIS	\$ 156
Support CAD	\$ 135
Support Administrative	\$ 111

#### **INVOICES:**

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



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

This is an agreement ("Agreement") between the Monterey County Water Resources Agency, hereinafter called "Agency," and AECOM Technical Services, Inc., a California corporation hereinafter called "CONTRACTOR"; each may be referred to herein as a "Party" or collectively as the "Parties".

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:  
*San Antonio Dam surveillance and performance evaluation, and general engineering services.*
  - (b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
  - (c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
  - (d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.
2. Term of Agreement. The term of this Agreement shall begin on July 1, 2022 by CONTRACTOR and Agency, and will terminate on June 30, 2024, unless earlier terminated as provided herein.

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

(\$ 78,724.00 ).

4. Monthly Invoices by CONTRACTOR; Payment.

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

5. Indemnification

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

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

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

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

## 6. Insurance.

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

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

neither relieve nor decrease the liability of the CONTRACTOR.

6.2 Qualifying Insurers:

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

6.3 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

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



#### 6.4 Other Insurance Requirements.

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

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

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

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

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



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

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

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

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

deducted from any sum due CONTRACTOR.

11. Force Majeure. Neither Party shall be responsible for a delay in its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by events beyond the reasonable control of the claiming Party, including, but without limitation to, “acts of god,” abnormal weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, pandemics, epidemics, health emergencies, disease, plague, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other Force Majeure Events), or any other events or circumstances not within the reasonable control of the party affected, whether or not of a similar kind or nature to any of the foregoing (a “Force Majeure Event”). For the avoidance of doubt, Force Majeure Events include the Coronavirus disease (COVID-19) outbreak. The Party seeking application of this provision shall notify the other Party in writing promptly upon learning of the impact of the Force Majeure Event upon the notifying Party’s performance of its obligations under this Agreement. Upon the occurrence of a Force Majeure Event, CONTRACTOR shall be entitled to an equitable adjustment to the project schedule. Should a Force Majeure Event substantially prevent or be reasonably likely to substantially prevent CONTRACTOR’s performance of the Services for more than thirty (30) days, then either Party shall be entitled to terminate this Agreement without breach. In case of such termination, CONTRACTOR shall be entitled to compensation for those Services performed as of the date of termination.
12. Amendments and Modifications. No modification or amendment of this agreement shall be valid unless it is set forth in writing and executed by the parties.
13. Non-Discrimination. Throughout the performance of this Agreement, CONTRACTOR will not unlawfully discriminate against any person because of race, color, religion, gender, national origin, ancestry, physical disability, medical condition, marital status, age older than 40, or sexual orientation, gender identity or any other status protected under federal, state or local law, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR shall comply fully with all federal, State and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to any target population designated herein shall not be deemed prohibited discrimination.
14. Independent Contractor. In its performance under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not an employee of Agency. No offer or obligation of employment with Agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from Agency any form of benefits accorded to employees including without limitation leave time, health insurance, workers compensation coverage, disability benefits, and retirement contributions. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including without limitation federal and State income taxes and social

security arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold harmless Agency from any and all liability, which Agency may incur because of CONTRACTOR's failure to make such payments.

15. Delegation of Duties; Subcontracting. CONTRACTOR is engaged by Agency for its unique qualifications and abilities. CONTRACTOR may not, therefore, delegate any of its basic duties under this Agreement, except to the extent that delegation to CONTRACTOR's employees is contemplated herein. No work shall be subcontracted without the written consent of Agency, except as provided in this Agreement or its attachments. Notwithstanding any subcontract, CONTRACTOR shall continue to be liable to Agency for the performance of all work hereunder. CONTRACTOR shall not assign, sell, mortgage or otherwise transfer its interest or obligations in this Agreement without Agency's prior written consent.
16. Agency's Rights in Work Product. All original materials prepared by CONTRACTOR in connection with its work hereunder -- including but not limited to computer codes, customized computer routines developed using proprietary or commercial software packages, reports, documents, maps, graphs, charts, photographs and photographic negatives -- shall be the property of Agency and shall be delivered to Agency prior to final payment. CONTRACTOR may utilize any existing materials developed by CONTRACTOR prior to commencement of work under this Agreement, which materials shall remain the property of CONTRACTOR.
17. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which Agency is the grantee, CONTRACTOR shall comply with all provisions of such grant applicable to CONTRACTOR's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.
18. Conflict of Interest. CONTRACTOR warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.
19. Governing Laws. This Agreement is entered into in the County of Monterey, State of California, and shall be construed and enforced in accordance with the laws of the State of California. The parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.
20. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
21. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation

of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

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

CONTRACTOR's designated principal responsible for administering  
CONTRACTOR's work under this Agreement shall be  
Mr. Stan Kline

Agency's designated administrator of this Agreement shall be  
Mr. Chris Moss

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

TO AGENCY		TO CONTRACTOR	
Name:	Chris Moss	Name:	Stan Kline
Address:	1441 Schilling Place, North Bldg Salinas, CA 93901	Address:	300 Lakeside Drive, Oakland, CA 94612
Telephone:	831-755-4860	Telephone:	510.874.3191
Fax:	831-424-7935	E-mail:	Stan.Kline@aecom.com
E-Mail:	mosscc@co.monterey.ca.us	E-Mail:	Claims-related notices shall be copied to: AMER-DCSProjectClaimNotices@aecom.com

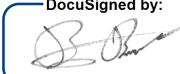
29. Electronic Deliverables. Where feasible, all reports, documents and other printed information provided to the Agency pursuant to this Agreement shall be submitted in both written and Electronic formats in accordance with the specifications listed in Exhibit C.
30. Non-exclusive Agreement. This Agreement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



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

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

**MONTEREY COUNTY WATER  
RESOURCES AGENCY:**

BY:   
2B64A5A1043A441...

Brent Buche  
General Manager

Date: 10/14/2022 | 8:52 AM PDT

**CONTRACTOR:**

BY: 

Type Name: Theodore Feldsher

Title: Vice President

Date: October 9, 2022

BY: 

Type Name: Gregory G Glunz

Title: Associate Vice President

Date: October 10, 2022

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

**MCWRA - AECOM**  
**Agreement July 1, 2022**

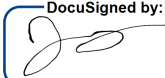
\*\*\*\*\*

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

DocuSigned by:  
  
22D690CA05A940B...  
Assistant County Counsel

Dated: 10/11/2022 | 11:27 AM PDT

Approved as to fiscal provisions:

DocuSigned by:  
  
A69162F49ADC476...  
Administrative Analyst

Dated: 10/14/2022 | 8:42 AM PDT

County Counsel – Risk Manager:

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

DocuSigned by:  
  
811C333563B9474...

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

Dated: 10/14/2022 | 8:35 AM PDT

<sup>1</sup> Approval by County Counsel is required, and/or when legal services are rendered  
<sup>2</sup> Approval by Auditor-Controller is required

# Exhibit A

## Scope of Work and Work Schedule

### San Antonio Dam Surveillance & Performance Evaluation

San Antonio Dam is under the jurisdiction of the State of California Department of Water Resources, Division of Safety of Dams (DSOD). This scope of work includes San Antonio Dam data review, on call response for fiscal year 2022-23, and annual performance reporting for the 2022 calendar year.

#### SCOPE OF WORK

##### TASK 1 - ANNUAL INSPECTION

Provide on-site inspection of San Antonio Dam at a time to be scheduled by the Agency. The inspection will include, at a minimum, examination of the instrumentation, relief wells, drains, embankment slopes, dam crest, and spillway for visible signs of failure, distress, erosion, or maintenance needs, and observation of operating mechanisms, including but not limited to valves, gates, drains, and safety devices for signs of malfunction or wear.

**Deliverables:** AECOM will provide field notes to the Agency after inspection is completed and any appropriate recommendations. One inspection per year.

##### TASK 2 - PIEZOMETER / DRAIN DATA REVIEW

Review and evaluate bi-monthly data from approximately 85 piezometers, 34 drains, and 10 relief wells. Data will be collected and provided to AECOM by the Agency supplied in electronic spreadsheet format. This review includes comparison of current monitoring data with past data during periods of similar reservoir conditions and against original design assumptions and criteria, as appropriate, to check for development of significant trends or changes in the data. AECOM is to make recommendations for corrective action if required. Up to six (6) data sets will be provided to AECOM per year.

**Deliverables:** AECOM will provide the Agency a brief summary of data review conclusions and any appropriate recommendations, promptly upon each periodic review, and prior to development of the surveillance and performance evaluation report.

##### TASK 3 - SURVEY DATA REVIEW

Review and evaluate annual dam, spillway, and outlet tunnel survey displacement data supplied by the Agency. Include a comparison of current monitoring data with past data during periods of similar reservoir conditions and against original design assumptions and criteria, as appropriate, to check for development of significant trends or changes in the data. AECOM is to make recommendations for corrective action if required.

**Deliverables:** AECOM will provide a brief summary of data review conclusions and any appropriate recommendations upon review, and incorporate review and conclusions into the surveillance and performance evaluation report.



## **TASK 4 - INSTRUMENTATION DATA PLOTS**

Generate piezometer and drain flow data plots, and survey displacement data plots from data provided by the Agency. AECOM shall organize and format the plots for ease of interpretation. The plots will include data for the past ten (10) years. The plots will be generated annually.

**Deliverable:** Included in Task 5 deliverables.

## **TASK 5 - REPORTING**

Prepare an annual dam surveillance and performance evaluation report (report) for Agency submittal to DSOD. The report will include evaluation of the current annual piezometer, drain, and survey monitoring data with comparison to historic data and trends; documentation of the field inspection; conclusions regarding the current condition of the dam, appurtenant facilities, and instrumentation; and applicable recommendations for repair, maintenance, or adjustments to the instrumentation and surveillance program. The report will be submitted initially as a draft; after receiving and incorporating Agency comments, the report will be presented in final form.

### **Deliverables:**

- Send via e-mail copy of draft report to Agency's Project Manager and provide up to three (3) hard copy draft reports upon Agency request.
- Three (3) bound copies of the final report, plus two (2) bound final reports with wet signature and engineer's stamp, totaling five (5) bound final reports.
- Copy of final report in Adobe® Portable Document Format (.PDF) on Compact Disc (CD)
- Electronic data shall be readable using Microsoft® Word, Excel, Project, and plan sets in AutoCAD by Autodesk®. ESRI ArcGIS® and AutoCAD, images to be imported in a document are to be provided at 300 dpi.
- Digital photos shall be 2048 x 1536 pixels at 72 pixels per inch or better, and delivered in .PDF, .TIFF or .JPEG formats.

## **TASK 6 - MEETINGS**

AECOM will allow for additional meetings as required, in addition to the site inspection, with the Agency and/or DSOD. Such meetings are in addition to Task 1.

**Deliverables:** Allow for two (2) meetings per year.

## **TASK 7 - ON-CALL RESPONSE**

AECOM shall be available on a time and expense basis in the event of a natural disaster or other threat to San Antonio Dam, or other unexpected urgent situation or unusual operating condition regarding the safety or integrity of the dam. AECOM, in the event of such situation, would be expected to inspect the dam within 24 hours, or provide detailed monitoring data review and evaluation as applicable, consult with the Agency as needed, and prepare written recommendations for the continued safe operation of the structure. This task would be funded on an as-needed basis.

**Deliverables:** Allow for one on-site inspection and inspection report per year, or equivalent data review and evaluation effort.

## **TASK 8 - EARTHQUAKE EVENT DATA REVIEW**

When requested by Agency in the event of a significant earthquake, piezometer, drain, and other data will be collected on a more frequent basis, perhaps daily or weekly. These additional data will need to be evaluated and incorporated in the surveillance and performance evaluation report. The evaluation may be requested at the time immediately after data collection for such event. This task would be funded on an as-needed basis.

**Deliverables:** Allow for up to 12 data sets to be evaluated and presented in the surveillance and performance evaluation report.

## **SCHEDULE**

The schedule for performing work associated with the 2022 annual surveillance program is based on receipt of all final monitoring data from the Agency by the end of January 2023. Submittal of the draft report is then anticipated by the end of April 2023, with receipt of Agency comments by the middle of May 2023, allowing submittal of the final report by the end of May 2023.

## **GENERAL ENGINEERING SERVICES**

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

**EXHIBIT B**  
**PAYMENT PROVISIONS**

**PAYMENT:**

For the Scope of Work defined in Exhibit A, Agency shall pay Contractor on a time and expense basis an amount not to exceed \$78,724. Payable costs shall be the sum of direct labor costs, other direct costs and sub-consultant mark-up as defined below. Budget detail is shown in Table 2 herein.

**Direct Labor Costs:** Are the hourly billing rate, per the Direct Labor Rate Schedule (Table 1) herein, times the number of hours worked by the personnel.

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

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

**DIRECT LABOR RATE SCHEDULE:**

The Direct Labor Rate Schedule (Table 1) herein is effective beginning July 1, 2022. The hourly billing rate schedule and other direct costs chargeable to the work may be modified as agreed by Agency and Contractor after a 12-month period. Any agreed labor rate increase shall not exceed the 12-month San Francisco Bay Area CPI for the prior February. The parties shall agree to such modifications in writing as an Amendment to the Agreement.

Table 1.

<b>AECOM Labor Rate Schedule</b>	<b>Rate/Hour</b>
Principal Engineer .....	\$272
Senior Technical Lead .....	\$236
Project Manager .....	\$219
Senior Engineer/Geologist .....	\$194
Project Engineer/Geologist.....	\$162
Senior Staff Engineer/Geologist .....	\$146
Staff Engineer/Geologist .....	\$131
Support GIS .....	\$151
Support CAD .....	\$131
Support Administrative .....	\$108

**INVOICES:**

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

**NOTIFICATION:**

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

**Table 2. San Antonio Dam Surveillance and Performance Evaluation Budget for FY 2022-23.**

2022 Rate:		\$241.00	\$236.00	\$162.00	\$131.00	\$108.00			
Task No.	Task Description	Yadon Principal Engineer	Kline Sr Tech Lead	Project Engineer	Support CAD	Support Admin	Subtotal Manhours	Expenses	Task Cost Estimate
1	Annual Inspection	0	10	0	0	0	10	\$200	\$2,560
2	Piezometer / Drain Data Review	0	40	0	0	0	40	\$0	\$9,440
3	Survey Data Review	0	16	0	0	0	16	\$0	\$3,776
4	Instrumentation Data Plots	0	32	16	0	0	48	\$0	\$10,144
5	Reporting	4	56	16	16	8	100	\$500	\$20,232
6	Meetings	0	8	0	0	0	8	\$100	\$1,988
7	On-Call Response	0	20	0	0	0	20	\$200	\$4,920
8	Earthquake Event Data Review	0	24	0	0	0	24	\$0	\$5,664
<b>SA Dam Surveil &amp; Perform Eval Total:</b>		<b>4</b>	<b>206</b>	<b>32</b>	<b>16</b>	<b>8</b>	<b>266</b>	<b>\$1,000</b>	<b>\$58,724</b>

**General Engineering Services: \$20,000**

**Not-to-Exceed Total: \$78,724**



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

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

**APPROVE AMENDMENT NO. 2 TO THE AGREEMENT FOR )  
PROFESSIONAL SERVICES WITH AECOM TECHNICAL )  
SERVICES, INC., IN THE AMOUNT OF \$103,392 TO PROVIDE )  
ANNUAL SAFETY SURVEILLANCE AND PERFORMANCE )  
EVALUATION OF SAN ANTONIO DAM AND AS-NEEDED )  
GENERAL ENGINEERING SERVICES; 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. Approves Amendment No. 2 to the Agreement for Professional Services with AECOM Technical Services, Inc., in the amount of \$103,392 to provide annual safety surveillance and performance evaluation of San Antonio Dam and as-needed general engineering services; and
2. Authorizes the General Manager to execute the Amendment.

PASSED AND ADOPTED on this **15<sup>th</sup>** day of **July 2024** 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 24-115

July 15, 2024

Introduced: 7/8/2024

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Approve Amendment No. 4 to the Agreement for Services with Don Chapin Company, Inc. to extend the agreement to June 30, 2027, and increase the dollar amount by \$100,000 for a total contract amount not to exceed \$565,000 for maintenance and repairs to Agency owned facilities related to storm events and restoration; and authorize the General Manager to execute the agreement.  
(Staff: Mallory Roberts)

#### RECOMMENDATION:

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

Approve Amendment No. 4 to the Agreement for Services with Don Chapin Company, Inc. to extend the agreement to June 30, 2027, and increase the dollar amount by \$100,000 for a total contract amount not to exceed \$565,000 for maintenance and repairs to Agency owned facilities related to storm events and restoration; and authorize the General Manager to execute the agreement.

#### SUMMARY/DISCUSSION:

On January 2, 2023, the Monterey County Water Resources Agency (Agency) entered into an Agreement with Don Chapin Co., Inc. (Don Chapin) to provide equipment, material and labor for maintenance and repairs to Agency facilities during and after storm events. This was in response to severe winter storms that began on December 27, 2022, and continued through January of 2023. The labor, equipment and materials were critical to the emergency responses required during and after these events.

On March 31, 2023, Amendment No. 1 to the agreement was processed, increasing the total contract amount to \$185,000. This was a result to additional severe winter storms and impacts Agency facilities in early March 2023.

On February 15, 2024, Amendment No. 2 to the agreement was processed, increasing the total contract amount to \$385,000. These additional services were necessary from Don Chapin to continue work and make necessary repairs at an impacted project site along the Reclamation Ditch near Casentini and North Main Streets in the City of Salinas (City). The Agency was selected by the City as a grant subrecipient to provide cleanup restoration services to facilities affected by encampments prior to the upcoming rainy season. The fiscal year 2022-2024 funding agreements with the City have awarded compensation of services totaling approximately \$202,833.75 to support sustained restoration of the reclamation ditch canal.

On April 15, 2024, Amendment No. 3 was processed, increasing the total contract amount to

\$465,000. The City increased the Agency's award by \$80,000 and therefore, an amendment was necessary for the Agency to continue contracting services with Don Chapin for facility repair work and project completion no later than June 30, 2024.

The purpose of Amendment No. 4 is to process a dollar amount increase of \$100,000 for a total contract amount to not exceed \$565,000, for continued services by Don Chapin. These additional services were necessary from Don Chapin to continue work and make necessary fencing and security improvements along the Reclamation Ditch near Casentini and North Main Streets in the City of Salinas (City). There is notice to also be prepared for services towards any future use of the agreement for emergency storm repairs. It is important to have this advance contract in place to provide cost-effective means for rapid delivery of supplies and services in emergency response as needed.

Don Chapin was secured in January and March 2023, and again starting November 2023 through June 2024, as the contractor to provide services on a Time & Materials (T&M) basis and have expended \$465,000 of the contract to-date.

OTHER AGENCY INVOLVEMENT:

City of Salinas, California Interagency Council on Homelessness, County Counsel. The Board of Directors approved the Funding Agreement (22ERF06) between the City of Salinas and Agency at its April 2023 meeting and, authorized the General Manager to execute the Agreement. An amendment with the City to increase the grant agreement by \$80,000 for a total contract amount not to exceed \$202,833.75 was executed in June 2024.

FINANCING:

There is sufficient appropriation in the Adopted FY24-25 Budget Unit 122 to fund this agreement and expenses will be submitted to City of Salinas for reimbursement once work is completed.

Prepared by: Mallory Roberts, Water Resources Hydrologist (831) 682-8978

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

Attachments:

1. Amendment No. 4
2. Original Agreement for Services
3. Funding Agreement Number 22ERF06 Amendment 1 with City of Salinas
4. Board Order







# County of Monterey

Item No.

## Board Report

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

Legistar File Number: WRAG 24-115

July 15, 2024

Introduced: 7/8/2024

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Approve Amendment No. 4 to the Agreement for Services with Don Chapin Company, Inc. to extend the agreement to June 30, 2027, and increase the dollar amount by \$100,000 for a total contract amount not to exceed \$565,000 for maintenance and repairs to Agency owned facilities related to storm events and restoration; and authorize the General Manager to execute the agreement.

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On April 15, 2024, Amendment No. 3 was processed, increasing the total contract amount to \$465,000. The City increased the Agency's award by \$80,000 and therefore, an amendment was

necessary for the Agency to continue contracting services with Don Chapin for facility repair work and project completion no later than June 30, 2024.

The purpose of Amendment No. 4 is to process a dollar amount increase of \$100,000 for a total contract amount to not exceed \$565,000, for continued services by Don Chapin. These additional services were necessary from Don Chapin to continue work and make necessary fencing and security improvements along the Reclamation Ditch near Casentini and North Main Streets in the City of Salinas (City). There is notice to also be prepared for services towards any future use of the agreement for emergency storm repairs. It is important to have this advance contract in place to provide cost-effective means for rapid delivery of supplies and services in emergency response as needed.

Don Chapin was secured in January and March 2023, and again starting November 2023 through June 2024, as the contractor to provide services on a Time & Materials (T&M) basis and have expended \$465,000 of the contract to-date.

OTHER AGENCY INVOLVEMENT:

City of Salinas, California Interagency Council on Homelessness, County Counsel. The Board of Directors approved the Funding Agreement (22ERF06) between the City of Salinas and Agency at its April 2023 meeting and, authorized the General Manager to execute the Agreement. An amendment with the City to increase the grant agreement by \$80,000 for a total contract amount not to exceed \$202,833.75 was executed in June 2024.

FINANCING:

There is sufficient appropriation in the Adopted FY24-25 Budget Unit 122 to fund this agreement and expenses will be submitted to City of Salinas for reimbursement once work is completed.

Prepared by: Mallory Roberts, Water Resources Hydrologist (831) 682-8978

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

Attachments:

1. Amendment No. 4
2. Original Agreement for Services
3. Funding Agreement Number 22ERF06 Amendment 1 with City of Salinas
4. Board Order



**AMENDMENT NO. 4 TO  
AGREEMENT FOR SERVICES  
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND  
DON CHAPIN COMPANY, INC.**

**THIS AMENDMENT NO. 4** to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, “Agency”) and Don Chapin Company, 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 January 2, 2023 (hereinafter, “Agreement”);

**WHEREAS**, the Parties wish to amend the Agreement with a revised Exhibit A – Scope of Work, a term extension to June 30, 2027, and a dollar increase of \$100,000.00 for a total contract amount not to exceed \$565,000.00, to continue providing services identified in the agreement;

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

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

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

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

Term of Agreement. The term of this Agreement shall begin on **January 2, 2023**, by CONTRACTOR and Agency, and will terminate on **June 30, 2027**, unless earlier terminated as provided herein.

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

Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is **Five hundred sixty-five thousand dollars and no cents (\$565,000.00).**

Original Agreement	\$100,000.00
Amendment No. 1	\$ 85,000.00
Amendment No. 2	\$200,000.00

Amendment No. 4 Don Chapin Co. Inc.  
Agency facilities \$100k original agreement

Amendment No. 3	\$ 80,000.00
Amendment No. 4	\$100,000.00
Total	\$565,000.00

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

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment No. 4 to the Agreement as of the day and year written below:

**MONTEREY COUNTY WATER  
RESOURCES AGENCY**

**CONTRACTOR: Don Chapin Co. Inc.**

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

By: \_\_\_\_\_  
Caroline Chapin  
Executive Vice President

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

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

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

By: \_\_\_\_\_  
Corporate Secretary

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

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

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

**Approved as to Fiscal Provisions**

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

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

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

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

**Approved as to Indemnity, Insurance Provisions**

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

Amendment No. 4 Don Chapin Co. Inc.  
Agency facilities \$100k original agreement

## 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.

### **EXHIBIT A – REVISED SCOPE OF WORK**

Services to be provided by contractor will include, but not be limited to, equipment, material and labor for maintenance and repairs to Water Resources Agency facilities during and after storm events, and for restoration, as directed by WRA personnel.

**MONTEREY COUNTY WATER RESOURCES AGENCY**  
**AND** The Don Chapin Co., Inc.  
**AGREEMENT FOR SERVICES**

This is an agreement ("Agreement") between the Monterey County Water Resources Agency, hereinafter called "Agency," and The Don Chapin Co., 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:  
 Services to be provided by the contractor will include, but not be limited to, equipment, material and labor for maintenance and repairs to Water Resource Agency facilities during and after storm events as directed by WRA personnel.
  - (b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
  - (c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
  - (d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.
2. Term of Agreement. The term of this Agreement shall begin on January 2, 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  
 One hundred thousand dollars no cents \_\_\_\_\_,

(\$ 100,000.00 ).

4. Monthly Invoices by CONTRACTOR; Payment.

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

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



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

6. Insurance.

6.1 Evidence of Coverage:

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

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

6.2 Qualifying Insurers:

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

6.3 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

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

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

#### 6.4 Other Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

qualifications and abilities. CONTRACTOR may not, therefore, delegate any of its basic duties under this Agreement, except to the extent that delegation to CONTRACTOR's employees is contemplated herein. No work shall be subcontracted without the written consent of Agency, except as provided in this Agreement or its attachments. Notwithstanding any subcontract, CONTRACTOR shall continue to be liable to Agency for the performance of all work hereunder. CONTRACTOR shall not assign, sell, mortgage or otherwise transfer its interest or obligations in this Agreement without Agency's prior written consent.

15. Agency's Rights in Work Product. All original materials prepared by CONTRACTOR in connection with its work hereunder -- including but not limited to computer codes, customized computer routines developed using proprietary or commercial software packages, reports, documents, maps, graphs, charts, photographs and photographic negatives -- shall be the property of Agency and shall be delivered to Agency prior to final payment. CONTRACTOR may utilize any existing materials developed by CONTRACTOR prior to commencement of work under this Agreement, which materials shall remain the property of CONTRACTOR.
16. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which Agency is the grantee, CONTRACTOR shall comply with all provisions of such grant applicable to CONTRACTOR's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.
17. Conflict of Interest. CONTRACTOR warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.
18. Governing Laws. This Agreement is entered into in the County of Monterey, State of California, and shall be construed and enforced in accordance with the laws of the State of California. The parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.
19. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
20. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

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

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

Agency's designated administrator of this Agreement shall be  
Charles Lingenfelter

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: Charles Lingenfelter	Name: The Don Chapin Company, Inc. attn: Caroline Chapin
Address: 1441 Schilling Place - North Building Salinas, CA 93901	Address: 560 Crazy Horse Canyon Road Salinas, CA 93907
Telephone: 831.755.4860	Telephone: 831-449-4273
Fax: 831.424.7935	Fax:
E-Mail: lingenfelterca@co.monterey.ca.us	E-Mail: cchapin@donchapin.com

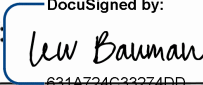
28. Electronic Deliverables. Where feasible, all reports, documents and other printed information provided to the Agency pursuant to this Agreement shall be submitted in both written and Electronic formats in accordance with the specifications listed in Exhibit C.
29. Non-exclusive Agreement. This Agreement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

**MONTEREY COUNTY WATER RESOURCES AGENCY**  
**AND** The Don Chapin Co., Inc.  
**AGREEMENT FOR SERVICES**

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


**MONTEREY COUNTY WATER RESOURCES AGENCY:**

**CONTRACTOR:** McDon Chapin Co., Inc.

BY:   
DocuSigned by:  
631A724G33274DD...  
Lew Bauman  
Interim General Manager


2/17/2023 | 4:22 PM PST

Date: 1/25/2023

BY:   
Type Name: Caroline D. Chapin

Title: Executive Vice President

Date: 1/25/2023

BY:   
Type Name: Rosalinda Pollock

Title: Corporate Secretary

Date: 1/25/2023



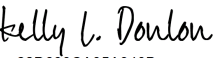
\* INSTRUCTIONS: If CONTRACTOR is a corporation (including limited liability and nonprofit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth together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


( The Don Chapin Co., Inc. )  
Agreement/Amendment No # ( )

\*\*\*\*\*

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

Approved as to fiscal provisions:

DocuSigned by:  
  
 22D090CA05A940B...  
 Assistant County Counsel

DocuSigned by:  
  
 A59152F49ADC476...  
 Administrative Analyst

Dated: 1/26/2023 | 10:15 AM PST

Dated: 1/27/2023 | 9:59 AM PST

County Counsel – Risk Manager:

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

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

Dated: 1/27/2023 | 9:49 AM PST

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

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

**EXHIBIT A****SCOPE OF WORK/WORK SCHEDULE**

Services to be provided by the contractor will include, but not be limited to, equipment, material and labor for maintenance and repairs to Water Resource Agency facilities during and after storm events as directed by WRA personnel. Work to be performed on a time and material basis.

**EXHIBIT B**  
**PAYMENT PROVISIONS**

**Labor Rates:** will be in accordance with general prevailing wage rates.

**Equipment Rates:** will be in accordance with current Cal-trans equipment rental rates.

**Materials:** to be provided on a cost basis plus mark up (current mark up rates per Cal-trans).

## **EXHIBIT C**

### **DELIVERABLES**

#### **Required Document Formats**

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

Administrative Draft of Document (for staff review)  
[five (5) unbound copies and one (1) PDF copy]

Screen Check Public Review Draft of Document (for staff review)  
[five (5) unbound copies and one (1) PDF copy]

Public Review Draft  
[XXX (XX) bound copies and xxx (xxx) DVDs]

Final Draft for Board of Director/ Supervisor consideration

Final Document (as adopted by Board of Supervisors)  
[ten (10) bound copies and one USB]

All documents shall be provided digitally to the City in both Microsoft Word and .PDF formats on a USB drive.

Following approval by staff of each final (public draft) report  
one (1) unbound reproducible original, and two (2) electronic copies shall be delivered to the Agency

For each public agency meeting, deliver:  
one (1) unbound reproducible original, one (1) electronic copy and four (4) print copies of the document

**FUNDING AGREEMENT AMENDMENT No. 1  
CITY OF SALINAS  
AND  
MONTEREY COUNTY WATER RESOURCES AGENCY (MCWRA)  
FOR THE  
SUSTAINABLE OUTCOMES**

**Agreement No. 22ERF06**

This Amendment No. 1 to the Original Funding Agreement is entered on this 1<sup>st</sup> day of January 2024, between **Monterey County Water Resources Agency (MCWRA)**, a California local government corporation, (Subrecipient) and the **City of Salinas**, a charter city and municipal corporation (City).

**WITNESSETH**

**WHEREAS**, the City and MCWRA first entered into an Subrecipient Funding Agreement (Agreement) effective this 1<sup>th</sup> day of February 2023, pursuant to which MCWRA agreed to act as and provide certain services for compensation; and

**WHEREAS**, MCWRA notified the City of its need for an additional \$80,000 to cover for the construction of the guardrail and fencing; and

**WHEREAS**, the City and MCWRA desire to enter into Amendment No. 1 to increase the maximum compensation from \$122,833.75 to \$202,833.75 out of the original Funding Agreement.

**NOW, THEREFORE**, in mutual consideration of the terms and conditions set forth below, the Parties agree as follows:

1. Section 4 entitled "Funding", Subsection a "Maximum Compensation" is revised to read as follows:

It is expressly understood that the total compensation to be paid to Subrecipient under this Agreement for services rendered shall not exceed **\$202,833.75**.


2. All terms, covenants and conditions stated in the Original Funding Agreement and Amendment No. 1, which are not herein amended, remain in full force and effect.

**IN WITNESS HEREOF**, the parties have executed this Amendment No. 1 effective as of the date shown above.

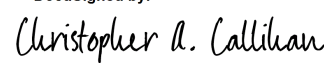
**City of Salinas**

By:   
95AE7118EAC649A...  
Jim Pia, Interim City Manager

**Grantee:**

By:   
1F182FF5B49A2435...  
Ara Azhderian, Executive Director

**APPROVED AS TO FORM:**

By:   
DF600F6287484E...  
Rhonda Combs, Assistant City Attorney  
Christopher A. Callihan, City Attorney



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

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

**APPROVE AMENDMENT NO. 4 TO THE AGREEMENT FOR SERVICES )  
WITH DON CHAPIN COMPANY, INC., TO EXTEND THE AGREEMENT TO )  
JUNE 30, 2027 AND INCREASE THE DOLLAR AMOUNT BY \$100,000 )  
FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$565,000 )  
FOR MAINTENANCE AND REPAIRS TO THE AGENCY OWNED FACILITIES )  
RELATED TO STORM EVENTS AND RESTORATION; AND AUTHORIZE THE )  
GENERAL MANAGER TO EXECUTE THE AGREEMENT. )**

Approve Amendment No. 4 to the Agreement for Services with Don Chapin Company, Inc. to extend the agreement to June 30, 2027 and increase the dollar amount by \$100,000 for a total contract amount not to exceed \$565,000 for maintenance and repairs to Agency owned facilities related to storm events and restoration; and authorize the General Manager to execute the agreement.

PASSED AND ADOPTED on this **15th** day of **July 2024**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

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BY: Mike LeBarre, Chair  
Board of Directors

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ATTEST: Ara Azhderian  
General Manager



# County of Monterey

## Item No.6

### Board Report

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

Legistar File Number: WRAG 24-116

July 15, 2024

Introduced: 7/9/2024

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Approve a Professional Services Agreement with Larry Walker Associates for the preparation of an updated Title 22 Engineering Report for the Castroville Seawater Intrusion Project and to assist the Agency in migration to the required Recycled Water Use Permit under the California State General Order for Water Reclamation Requirements, for a total amount not to exceed \$181,390, and authorize the General Manager to execute the contract. (Staff: Peter Vannerus)

#### RECOMMENDATION:

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

Approve a Professional Services Agreement with Larry Walker Associates for the preparation of an updated Title 22 Engineering Report for the Castroville Seawater Intrusion Project and to assist the Agency in migration to the required Recycled Water Use Permit under the California State General Order for Water Reclamation Requirements, for a total amount not to exceed amount of \$181,390 and authorize the General Manager to execute the contract.

#### SUMMARY/DISCUSSION:

The Castroville Seawater Intrusion Project (CSIP) became active in 1998 and the recycled water usage area is permitted and regulated by the Regional Water Quality Control Board (RWQCB). This project was historically regulated under the Wastewater Discharge Requirement (WDR) Order No. 97-52, but the RWQCB has reviewed the CSIP system and determined the Project should be migrated to a Recycled Water Use Permit. In 2016, the State Water Quality Control Board adopted the Water Reclamation Requirements for Recycled Water Use (Order WQ 2016-0068-DDW) and has since been migrating users of Recycled Water over to this permit.

The Agency received a letter from the Central Coast Regional Water Quality Control Board on June 5, 2023, outlining the requirements to migrate to the new Recycled Water Permit with the deadline of September 1st, 2023, to submit the required approved Title 22 Engineering Report, a Notice of Intent and the annual permit fee of \$3,453. These are required to migrate to the new recycled water use permit. The Agency responded by letter on August 3rd, 2023, to inquire regarding the background for determination of the migration need, along with other questions and requested a meeting. After the meeting with the RWQCB and Agency staff in September 2023, it was determined that the Project did need to migrate to this newer permit as well as provide an updated Title 22 Engineering Report. The RWQCB acknowledged that the short timeline was insufficient to produce the required documents and is working with the Agency on a time extension.

To complete the permit migration, the Agency must produce a Title 22 Engineering Report for CSIP.



The Agency released a Request for Qualifications (RFQ) to a list of local consulting firms in March 2024. Responses were evaluated by a panel of Agency staff and Larry Walker Associates (LWA) was selected as the most qualified respondent.

The Scope of Work for the project has two main components: producing an updated Title 22 Engineering report for CSIP and assisting the agency in the application and migration to the new Recycled Water Use Permit. To accomplish the task in the scope, the LWA team will first be reviewing all supporting CSIP documentation, reviewing current system equipment and infrastructure orientation as well as operations. They will evaluate the system against current Title 22 Recycled Water Usage Standards and will determine where and if compliance improvements are needed. The LWA team will then prepare the updated Title 22 Engineering report for CSIP. Once complete, the team will submit the required documents to the RWQCB and assist the Agency in the permit application process until its complete and the new permit is issued. Additional tasks may be required and are accounted for under as-needed task estimates. The Agreement will have a term length beginning July 1st, 2024, to June 30th, 2026, with a not to exceed amount of \$181,390.

On July 3rd, 2024, this Professional Services Agreement proposal was presented to the Planning Committee, where the action was agreed unanimously to recommend that the Board of Directors approve the Agreement.

OTHER AGENCY INVOLVEMENT:

Agency staff will work with M1W to identify and locate documents and information required for the Title 22 Engineering Report and permit migration.

FINANCING:

The agreement total of \$181,390 will be split over the two fiscal years in the agreement term and will be funded through CSIP Fund 131. FY25 includes \$125,000 in budgeted funds for this project.

Prepared by: Peter Vannerus, Associate Water Resources Engineer, (831) 755-4860

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

Attachments:

1. Professional Services Agreement- Larry Walker Associates- CSIP Recycle Water Use Permit
2. Board Order



# County of Monterey

Item No.

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Prepared by: Peter Vannerus, Associate Water Resources Engineer, (831) 755-4860

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

Attachments:

1. Professional Services Agreement- Larry Walker Associates- CSIP Recycle Water Use Permit
2. Board Order

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

This is an agreement ("Agreement") between the Monterey County Water Resources Agency, hereinafter called "Agency," and Larry Walker and Associates,  
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. **Scope of Work.** Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the **Scope of Work/Work Schedule set forth in Exhibit A:**
  - a) The scope of work is briefly described and outlined as follows:

Prepare an updated Title 22 Engineering Report for the Castroville Seawater Intrusion Project and assist in migration to a new Recycle Water Use Permit under state General Order Water Reclamation Requirements
  - b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
  - c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
  - d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.
2. **Term of Agreement.** The term of this Agreement shall begin on July 1st, 2024 by CONTRACTOR and Agency, and will terminate on June 30th, 2026, unless earlier terminated as provided herein.

3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is One Hundred and Eighty-One Thousand Three Hundred and Ninety dollars (\$ 181,390 ).
4. Monthly Invoices by CONTRACTOR; Payment.
- a) CONTRACTOR shall submit to Agency an invoice, in a format approved by Agency, setting forth the amounts claimed by CONTRACTOR, together with an itemized basis for such amounts, and setting forth such other pertinent information Agency may require. CONTRACTOR shall submit such invoice monthly or as agreed by Agency, but in no event shall such invoice be submitted later than 30 days after completion of CONTRACTOR's work hereunder. Agency shall certify the claim if it complies with this contract and shall promptly submit such claim to the Monterey County Auditor-Controller, who shall pay the certified amount within 30 days after receiving the invoice certified by Agency. It is understood and agreed that CONTRACTOR shall complete all work described in Exhibit A for an amount not exceeding that set forth above, notwithstanding CONTRACTOR's submission of periodic invoices.
  - b) CONTRACTOR shall submit to Agency an invoice via email to [WRAAccountsPayable@co.monterey.ca.us](mailto:WRAAccountsPayable@co.monterey.ca.us) and to the Contract Administrator 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.

- 5.1 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any

extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code sections 2782 or 2782.8, the broadest indemnity protection for the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

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

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

## 6. Insurance.

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

This verification of coverage shall be sent to the Agency's Contact, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the

work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the Agency. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

6.2 Qualifying Insurers:

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

6.3 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

of this Agreement.

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

#### 6.4 Other Insurance Requirements.

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

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

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

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

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Agency, annual certificates to Agency's Contract Administrator. If



the certificate is not received by the expiration date, Agency shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles Agency, at its sole discretion, to terminate this Agreement immediately.

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

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

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

the payment of any consideration to CONTRACTOR, and Agency may proceed with the work in any manner, which it deems proper. Costs incurred by Agency thereby shall be deducted from any sum due CONTRACTOR.

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

negatives -- shall be the property of Agency and shall be delivered to Agency prior to final payment. CONTRACTOR may utilize any existing materials developed by CONTRACTOR prior to commencement of work under this Agreement, which materials shall remain the property of CONTRACTOR.

16. Independent Contractor Compliance with Government Code Section 1097.6(c). This section applies to those situations when a contractor/consultant is awarded a contract for a preliminary phase of a project, with future phases to bid separately. This section does not apply to those situations when a contract is awarded for multiple phases of a project under a single contract/proposal. When applicable, and as described below, CONTRACTOR's duties and services under this Agreement shall not include preparing or assisting the Agency with any portion of the Agency's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the Agency. The Agency shall at all times retain responsibility for public contracting, including with respect to any subsequent phase stemming from this Agreement. CONTRACTOR's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONTRACTOR shall cooperate with the Agency to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if applicable, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONTRACTOR pursuant to this Agreement.
17. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which Agency is the grantee, CONTRACTOR shall comply with all provisions of such grant applicable to CONTRACTOR's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.
18. Conflict of Interest. CONTRACTOR warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.
19. Governing Laws. This Agreement is entered into in the County of Monterey, State of California, and shall be construed and enforced in accordance with the laws of the State of California. The parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.
20. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
21. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

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

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

Denise Conners

Agency’s designated administrator of this Agreement shall be:

Peter Vannerus

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

TO AGENCY	TO CONTRACTOR
Name: Peter Vannerus	Name: Denise Conners
Address: 1441 Schilling Pl., Salinas, CA 93901	Address: 1480 Drew Avenue, #100 Davis, CA 95618
Telephone: 831.755.4860	Telephone: 805.585.1835 ext.239
Fax:	Fax:
E-Mail: Vannerusp@countyofmonterey.gov	E-Mail: denisec@lwa.com

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

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

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

**MONTEREY COUNTY WATER  
RESOURCES AGENCY:**

**CONTRACTOR:** Larry Walker Associates

BY:

BY:



Ara Azhderian  
General Manager

Type Name: Jeffrey D. Walker

Title: CFO

Date:

Date: 06 / 19 / 2024

BY: *Brian M Laurensen*

Type Name: Brian M Laurensen

Title: Executive Vice President

Date: 06 / 19 / 2024

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

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

\* \* \* \* \*

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

Approved as to fiscal provisions:

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

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

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

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

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

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

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

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

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

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

# **Exhibit A: Scope of Work**

Consultant: Larry Walker Associates, Inc.

For the Monterey County Water Resources Agency

Preparation of Title 22 Engineering Report for Recycled  
Water Use and Distribution for the Castroville Seawater  
Intrusion Project

July 1, 2024 to June 30, 2026

The Central Coast Regional Water Quality Control Board (Regional Water Board) is transferring permit coverage for the Castroville Seawater Intrusion Project (CSIP) from Recycled Water User Requirements (Regional Water Board Order No. 97-52) to the Statewide General Order Water Reclamation Requirements for Recycled Water Use (State Water Resources Control Board Order 2016-0068-DDW). To obtain permit coverage under the Statewide General Order, the Monterey County Water Resources Agency (MCWRA) must demonstrate CSIP operations comply with current regulations by preparing an updated Title 22 Engineering Report<sup>1</sup>, obtaining State Water Resources Control Board Division of Drinking Water (DDW) acceptance of the Engineering Report, and submitting a Notice of Intent (NOI) Technical Report to the Regional Water Board.

MCWRA has requested assistance from Larry Walker Associates, Inc. and Kennedy Jenks Consultants (the LWA Project Team) during preparation of the Title 22 Engineering Report and NOI Technical Report. The following scope of work describes the tasks and deliverables that will be conducted by the LWA Project Team. During project implementation, the LWA Project Manager will have regular check-in calls with MCWRA at an agreed-upon frequency to keep the project on schedule and avoid inefficiencies that can arise when supporting the development of a lengthy, complex documents that require regulatory agency review and approval. The LWA Project Manager will conduct task-level conference calls and communicate with the MCWRA Project Manager, MCWRA staff, and subconsultants as needed to ensure work products are completed on schedule and budget.

## **Task a. Review CSIP Distribution System and Supporting Documentation**

The LWA Project Team will prepare an initial request for information (RFI) to identify information needed from MCWRA for the Title 22 Engineering Report, such as existing agreements with recycled water users and Monterey One Water (M1W), recent monitoring reports, previous Engineering Reports, design criteria for the system, supplemental water supplies/connections, cross connection control program, and recycled water user details (locations, acreage served, historic monthly meter data, crops grown, irrigation method).

The RFI, project schedule, and approach for preparing the Title 22 Engineering Report will be discussed with MCWRA during a project kickoff meeting. During review of the materials, the LWA Project Team will identify information gaps and request additional information that could be needed such as electronic mapping files for the CSIP distribution system with turnout locations, locations of potable water supplies; irrigation management plans; and other current operational details.

### **Deliverables:**

- 1) Schedule and participate in one virtual project kick-off meeting with MCWRA (1.5 hour).

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<sup>1</sup> California Code of Regulations Title 22, Section 60323



- 2) Preparation and distribution of meeting notes from the kick-off meeting.
- 3) Preparation and submittal of an initial RFI to obtain project details.
- 4) Preparation and submittal of a follow-up RFI to address information gaps.

### Task b. Compare Current Operations and Distribution Usage to Current Requirements for Title 22 Compliance

The LWA Project Team will review the materials and information obtained under Task a to compare current CSIP recycled water program operations to requirements specified in Title 22,<sup>2</sup> documentation needed for the updated Title 22 Engineering Report,<sup>3</sup> and information required for the Statewide General Order NOI. A comparison table will be prepared to identify program or equipment deficiencies and to provide recommendations for MCWRA. The review will include DDW and Regional Water Board areas of concern including connections to supplemental water supplies, cross connection control program, contingency planning, spill reporting, use area inspections and monitoring, and employee training. As needed, improvements or modifications to the physical CSIP system and/or system operations will be provided. The LWA Project Team will discuss the comparison table with MCWRA and prioritize any activities that may be needed for Title 22 Engineering Report acceptance and NOI approval.

#### **Deliverables:**

- 1) Preparation and distribution of a comparison table (current CSIP vs. regulatory requirements) that includes recommendations for system or program improvements.
- 2) Emails and phone calls with MCWRA to review the comparison table and decide next steps.

### Task c. Prepare Title 22 Engineering Report for CSIP System

The LWA Team will utilize the information obtained under Task a and Task b to prepare a draft Title 22 Engineering Report for submittal to DDW. The Title 22 Engineering Report for the CSIP system will include staff roles and responsibilities, rules and regulations (to protect public health and receiving water quality), supplemental water quality (e.g., Salinas Valley Reclamation Project (SVRP), Supplemental Groundwater Wells, and the Salinas River Diversion Facility), CSIP system reliability and contingency plans, use of supplemental water supplies, recycled water quality and uses, the distribution system and use area design, inspection and monitoring program, and staff training.

The draft Title 22 Engineering Report will be provided to MCWRA for review. The LWA Project Team will respond to MCWRA comments on the draft Engineering Report and provide a final draft version for submittal to DDW. One round of MCWRA comments and LWA Project Team responses is assumed for budgeting purposes. DDW typically provides comments and requests revisions to the Title 22 Engineering Report before it is conditionally accepted and permit conditions can be provided to the Regional Water Board. The LWA Project Team will review DDW comments, work with MCWRA to address the comments, and prepare a revised version of the Title 22 Engineering Report for DDW consideration. One round of DDW comments and MCWRA responses to the comments is assumed for budgeting purposes.

#### **Deliverables:**

- 1) Preparation of Draft Title 22 Engineering Report for review by MCWRA.
- 2) Schedule and participate in one meeting to receive MCWRA comments on Draft Title 22 Engineering Report (1 hour).

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<sup>2</sup> California Code of Regulations Title 22, Division 4, Chapter 3

<sup>3</sup> Guidelines for the Preparation of an Engineering Report for the Production, Distribution, and Use of Recycled Water, State Water Resources Control Board Division of Drinking Water, June 2023.

- 3) Preparation of Final Draft Title 22 Engineering Report that incorporates MCWRA comments. Submit to DDW.
- 4) Schedule and participate in one meeting with MCWRA to review and develop responses to DDW comments on the Final Draft Title 22 Engineering Report (1 hour).
- 1) As needed, schedule and participate in one meeting with DDW to discuss their comments on the Final Draft Title 22 Engineering Report (1 hour). This may be a combined meeting with the Regional Water Board to review comments on the NOI Technical Report prepared under Task d.
- 5) Preparation of Final Title 22 Engineering Report that incorporates DDW comments. Resubmit to DDW.

#### Task d. Permit Application Process

The LWA Project Team will assist MCWRA during the application process to transition the CSIP recycled water program to the Statewide General Order. The LWA Project Team will utilize information obtained under Task a and Task b to prepare the NOI Technical Report. The NOI Technical Report will describe the recycled water distribution system (e.g., recycled water storage and transmission), recycled water uses and users, additional site-specific conditions (as applicable), and recycled water program administration. Information related to recycled water use areas and plans associated with recycled water application (e.g., Implementation or Operations and Management Plan) will also be included.

A draft version of the NOI Technical Report will be provided to MCWRA for review. The LWA Project Team will respond to MCWRA comments on the draft NOI Technical Report and provide a final draft for submission to the Regional Water Board. One round of MCWRA comments and LWA Project Team responses is assumed for budgeting purposes.

The Regional Water Board typically provides comments and requests revisions to the NOI Technical Report before the application is determined to be complete. The LWA Team will work with MCWRA to respond to the comments and prepare a final NOI for Regional Water Board consideration. One round of Regional Water Board comments and MCWRA responses to the comments is assumed for budgeting purposes.

##### **Deliverables:**

- 2) Preparation of Draft NOI Technical Report for review by MCWRA.
- 3) Preparation of Final Draft NOI Technical Report that incorporates MCWRA comments. Submit to Regional Water Board.
- 4) As needed, schedule and participate in one meeting with Regional Water Board to discuss their comments on the Final Draft NOI Technical Report (1 hour). This may be a combined meeting with DDW to review comments on the Title 22 Engineering Report prepared under Task c.
- 5) Preparation of Final NOI Technical Report that incorporates Regional Water Board comments. Resubmit to Regional Water Board.

#### Task e. Contingency Items and As-Needed Tasks and Recycled Water Treatment Process Title 22 Review

The additional task of reviewing the treatment processes for the Salinas Valley Reclamation Project (SVRP) and comparing it to Title 22 requirements is requested. This task will pair with the review of the CSIP System with focus on the treatment aspect and the current Title 22 Engineering Report. The goal is to review the SVRP for current compliance and to suggest improvements in the treatment process, reporting/ monitoring, etc. Additional tasks will be conducted at the direction of MCWRA for work not identified in Tasks a, b, c, d. For example, additional rounds of comments from the regulatory agencies that will require further responses and revisions of the Title 22 Engineering Report and NOI. The task may also be used for work that is prescribed during discussions with the regulatory agencies or identified by MCWRA during preparation of the Title 22 Engineering Report. The activities could include

preparation of an operations and maintenance plan or nutrient management plan with an estimation of agronomic rates for each recycled water user (based on crops under cultivation), water and nutrient loading rates, and best management practices; review of the Regional Water Board's draft Notice of Applicability (NOA) for the Statewide General Order and project-specific Monitoring and Reporting Program; modifications of the MCWRA cross connection control program; preparation of training programs for MCWRA staff or recycled water users on the new requirements, or additional technical assessments that may be required by DDW or the Regional Water Board. The budget allocated for this task may be revised based on activities assigned to the LWA Project Team.

**Deliverables:**

- Preparation of a memo summarizing the review of the recycled water treatment processes and Title 22 compliance with suggested improvements, optimizations, or noting areas out of compliance.
- Preparation of draft work products in response to additional assignments authorized by MCWRA.
- Preparation of final work products that incorporate MCWRA comments. Provide to MCWRA for its records or submit to Regional Water Board and/or DDW.

# Exhibit B: Payment Provisions

## Proposed Budget

The proposed budget breakdown for the services outlined in Exhibit A is provided below.

Task #	Task Name	Total Hours	Amount
a.	Review CSIP Distribution System and Supporting Documentation	52	\$13,571
b.	Compare Current Operations and Distribution Usage to Current Requirements for Title 22 Compliance	46	\$11,486
c.	Prepare Title 22 Engineering Report for CSIP System	240	\$62,063
d.	Permit Application Process	104	\$26,190
	<b>Total without Additional As-Needed Tasks</b>	<b>442</b>	<b>\$113,310</b>
e.	Additional As-Needed Tasks	197	\$51,591
	<b>Total with Additional As-Needed Tasks</b>	<b>639</b>	<b>\$164,900</b>

10% estimate for confirmed additional Task added (Treatment review memo 6/11/24) \$16,490

**Final Contract Total** **\$181,390**

Rate sheets for the LWA Team follow this page.



## LARRY WALKER ASSOCIATES, INC.

Rate Sheet Effective July 1, 2024 – June 30, 2025

TITLE	RATE (\$/Hour)	REIMBURSABLE COSTS	
Administrative	\$80	<b>Travel</b>	
Contract Manager	\$150	Local Mileage	Current IRS Rate
Graphic Designer	\$138	Auto Rental	Actual Expense
Project Staff I-C	\$146	Room	Actual Expense
Project Staff I-B	\$171	Subsistence and Per Diem Meals <sup>(1)</sup>	Current GSA Rate
Project Staff I-A	\$196	Breakfast	Current GSA Rate
Project Staff II-B	\$215	Lunch	Current GSA Rate
Project Staff II-A	\$241	Dinner	Current GSA Rate
Senior Staff I	\$261	Incidentals	Current GSA Rate
Senior Staff II	\$281	<b>Report Reproduction and Copying</b>	
Associate I	\$295	Per Color Copy, In-House	\$0.89
Associate II	\$315	Per Black and White Copy, In-House	\$0.08
Vice President	\$332	Per Binding, In-House	\$1.95
Executive Vice President	\$347	Special Postage and Express Mail	Actual Expense
Senior Executive	\$357	Third-Party Material Preparation	Actual Expense
President	\$357	Other Direct Costs	Actual Expense
		<b>Daily Equipment Rental Rates (Daily Rate)</b>	
		Single Parameter Meters & Equipment	\$30.00
		Digital Flow Meter	\$60.00
		Multi-Parameter Field Meters & Sondes	\$100.00
		RTK-GPS, River Surveyor, Tracer Study Equipment	\$250.00
		Multi-Parameter Continuous Remote Sensing	\$40.00
		Field Rig (Field Vehicle and All Equipment)	\$200.00
		<b>Subcontractors</b>	Actual Expense Plus 10% Fee

Note: (1) Charged when overnight lodging is required. U.S. General Services Administration rates specified by location of work at [gsa.gov](https://www.gsa.gov)

Larry Walker Associates Team:  
Kennedy Jenks Consultants  
2024 Rate Schedule

Name	Title	Rate
Sachiko Itagaki	Engineer Level 8	\$320
Rachelle Thompson	Engineer Level 6	\$275
Claudia Llerandi	Engineer Level 5	\$250

Title	LWA CSIP Title 22 Eng Report and permit PSA
File name	LWA CSIP Title 22...nd permit PSA.pdf
Document ID	5c6580f935d2068a1ec7d2081a151d62837a4f9d
Audit trail date format	MM / DD / YYYY
Status	● Signed

## Document History



**06 / 18 / 2024**  
17:26:30 UTC-7

Sent for signature to Jeff Walker (jeffw@lwa.com) and Brian M Laurenson (brianl@lwa.com) from brianl@lwa.com  
IP: 96.67.195.249



**06 / 19 / 2024**  
08:13:53 UTC-7

Viewed by Jeff Walker (jeffw@lwa.com)  
IP: 137.119.67.71



**06 / 19 / 2024**  
08:18:39 UTC-7

Signed by Jeff Walker (jeffw@lwa.com)  
IP: 137.119.67.71



**06 / 19 / 2024**  
08:18:53 UTC-7

Viewed by Brian M Laurenson (brianl@lwa.com)  
IP: 96.67.195.249



**06 / 19 / 2024**  
08:19:47 UTC-7

Signed by Brian M Laurenson (brianl@lwa.com)  
IP: 96.67.195.249



COMPLETED

**06 / 19 / 2024**  
08:19:47 UTC-7

The document has been completed.



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

BOARD ORDER No. \_

**APPROVE A PROFESSIONAL SERVICES AGREEMENT  
WITH LARRY WALKER ASSOCIATES FOR THE PREPARATION  
OF AN UPDATED TITLE 22 ENGINEERING REPORT FOR THE  
CASTROVILLE SEAWATER INTRUSION PROJECT AND TO ASSIST  
THE AGENCY IN MIGRATION TO THE REQUIRED RECYCLED WATER  
USE PERMIT UNDER THE CALIFORNIA STATE GENERAL ORDER FOR  
WATER RECLAMATION REQUIREMENTS, FOR A TOTAL AMOUNT NOT  
TO EXCEED AMOUNT OF \$181,390 AND AUTHORIZE THE GENERAL  
MANAGER TO EXECUTE THE CONTRACT.**

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

Approve a Professional Services Agreement with Larry Walker Associates for the preparation of an updated Title 22 Engineering Report for the Castroville Seawater Intrusion Project and to assist the Agency in migration to the required Recycled Water Use Permit under the California State General Order for Water Reclamation Requirements, for a total amount not to exceed amount of \$181,390 and authorize the General Manager to execute the contract.

PASSED AND ADOPTED on this **9th** day of **July 2024**, 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.7

### Board Report

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

Legistar File Number: WRAG 24-117

July 15, 2024

Introduced: 7/9/2024

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Consider approving a services contract with Baker Tilly US, LLP for Strategic Planning services for a total amount not to exceed \$212,300, and authorize the General Manager to execute the contract.  
(Staff Presenting: Shaunna Murray)

#### RECOMMENDATION:

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

Approve a services contract with Baker Tilly US, LLP for Strategic Planning services for a total amount not to exceed \$212,300, and authorize the General Manager to execute the contract.

#### SUMMARY/DISCUSSION:

The Monterey County Water Resources Agency (Agency) Board of Directors adopted a five year Strategic Plan (Plan) in December 2020 which outlined strategic initiatives through five goal categories. The Agency Board of Directors has held two update workshops, since Plan adoption and recommends holding those annually through the term of the Plan. At that time a new Plan will need to be prepared for an additional 5-year period. Baker Tilly was contracted to perform the 2023 Update Workshop and has prepared a proposal for a multiyear engagement scope of work to provide the services needed to accomplish these goals. The scope includes Management Team workshops in 2024 and 2025 for early engagement on plan implementation; preparations for next annual workshop update; stakeholder engagement, staff survey, compiling and reviewing data; the next five-year plan development; and development of an Implementation Action Plan. The total contract scope is \$212,300 for the three-year engagement.

This action is fundamental to the strategic planning process and was recommended by the Planning Committee at their July meeting.

#### OTHER AGENCY INVOLVEMENT:

N/A

#### FINANCING:

The contract total of \$212,300 will be split over multiple fiscal years and be funded through annual budget recommendations in all Agency Funds.

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

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

Attachments:

1. DRAFT Agreement for Services
2. Baker Tilly's Proposed Work Plan, June 2024
3. Board Order



# County of Monterey

Item No.

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

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

Attachments:

1. DRAFT Agreement for Services
2. Baker Tilly's Proposed Work Plan, June 2024
3. Board Order

June 25, 2024

Ara Azhderian  
General Manager  
Monterey County Water Resources Agency  
*Delivered electronically*

Baker Tilly Advisory Group, LP  
2570 W El Camino Real  
Suite 640  
Mountain View, CA 94040  
+1 (949) 809 5588  
bakertilly.com

Dear Mr. Azhderian:

Thank you for the opportunity to submit this revised proposal to assist the Monterey County Water Resources Agency with strategic planning services. We have prepared a scope of work that reflects our understanding of the Agency's desire to create a final update to its 2020-2025 strategic plan and develop a new strategic plan to cover the years 2026-2031.

## Proposed plan of work

Strategic planning is fundamental to successful work planning. It enables the goals of the organization to be aligned with the annual budget process and helps use resources intelligently. Periodic review and updating of a strategic plan ensure that current realities (internal and external) are taken into consideration and appropriately factored into the operations of the organization while developing a new strategic plan on a regular schedule ensures a fresh look at opportunities and challenges.

Based on our experience with strategic planning, our past work with the Agency and our understanding of its needs, we have prepared a plan of work to achieve the goal of an update to the 2020-2025 strategic plan and a new 2026-2031 strategic plan. As you know, our approach emphasizes engagement and partnership with Agency leaders, staff and the community, taking into account the distinctive circumstances of the organization and community. This approach will ensure that the meaningful vision, mission, values, goals, and strategic priorities are articulated to inform budget development as well as the use of resources in the coming years.

### Activity 1 – Start project

**Task 1.1. Kick off project.** We will begin by meeting internally as a team and preparing a project plan based on discussions with the Agency. We will then meet with you, review the project plan and make changes based on your feedback. We will present the project plan to the Agency board committee and again update it with any requested changes. These initial planning meetings will afford us all the opportunity to share information and refine the schedule and approach, so it is comfortably integrated with staff's other work demands during the project.

**Task 1.2. Request data.** We will provide a document request prior to this meeting and will review the material collected by staff to identify any other data needs. It is likely to include:

- Significant Agency plans and reports
- Agencywide and department organization charts
- Agencywide FTE by department
- Current work plans, mission statements and performance measures from each department
- 25+ high-resolution photos (minimum 300+ dpi) that can be used in the strategic plan document
- Any other documents, data or information that would be helpful for the strategic planning process

#### ***Deliverables***

- Final work plan, communication plan and schedule

#### ***Agency (stakeholder) involvement***

- Kickoff meetings with Agency leaders

***Baker Tilly communication***

- Data request through email
- Emails, phone calls and videoconference calls to set up the kickoff meeting
- Kickoff meetings through videoconference call

## **Activity 2 – Gather and analyze information**

During this activity, we will develop an engagement plan and gather information through questionnaires administered to staff and external stakeholders. Each is described below.

**Task 2.1. Develop engagement plan.** We will develop an engagement plan in consultation with staff and update it based on their input. We will work with you to determine the engagement activities to gather input from stakeholders in seven separate meetings. We will also work with you and your team to determine the attendee composition, the agenda, meeting tools, scheduling and related logistics. Community engagement meetings will include a combination of in-person and virtual engagement as noted below.

- Three in-person stakeholder input meetings
- Four virtual stakeholder input meetings

Similar to the interviews and questionnaires, we will invite attendees to provide their thoughts about the following:

- What are the strengths, weaknesses, opportunities and threats/challenges (SWOT/C) facing the Agency?
- How can the Agency best create an effective, considered, innovative, and fiscally sustainable strategic plan to achieve specific goals within a set period of time?
- What potential partnerships should be leveraged to efficiently and effectively advance the goals of the Plan?
- What key priorities should the Agency focus on during the next five years?

**Task 2.2. Design and administer online staff survey.** Agency employees will have important observations and suggestions that will be helpful in creating the strategic plan. Our team will design a confidential online survey to seek their input about vision, mission, values, goals and strategies.

- A member of the senior staff will send the link to all employees. It will be important to provide computer access (or hard-copy surveys) for any staff that do not normally have access, so they are encouraged to participate.
- Once the survey is closed, we will summarize the survey results.

**Task 2.3. Design and administer online external stakeholder survey.** External stakeholders will also have important observations and suggestions that will be helpful in creating the strategic plan. Our team will design a confidential online survey to seek their input about vision, mission, values, goals and strategies.

- A member of the senior staff will send the link to all emails the Agency has for external stakeholders and post the survey to the Agency's website and social media accounts.
- Once the survey is closed, we will summarize the survey results.

**Task 2.4. Review relevant documents.** We will review the Agency's budget, current goals and priorities and other plans. We will also review other background materials to understand existing priorities, and other planning initiatives underway that will be important factors and context for updating the current strategic plan and developing the new plan.

At the conclusion of this activity, we will analyze this information as it will provide important input for the strategic planning workshop (described below).

***Deliverables***

- Memorandum of results from survey responses

***Agency (stakeholder) involvement***

- Employee survey
- External stakeholder survey

***Baker Tilly communication***

- Email, phone calls and video to develop surveys
- Email to review and approve employee and community surveys
- Email that includes sample language to deploy the surveys

**Activity 3 – Assist with environmental scan.**

**Task 3.1. Assist with environmental scan.** We will meet with Agency staff to review key data points for inclusion in the environmental scan. An environmental scan will provide important information for discussions in the workshops later in the project. Types of information that could be gathered for the environmental scan include the following:

- Demographic trends and projections
- Budget information (revenue and expenditure trends over the past five years and any available financial forecasts)
- Existing services provided and how they have changed over the past several years
- Service demand drivers
- Infrastructure needs profile
- Regional and state mandates and issues of importance to the Agency

We will provide examples of environmental scans to staff.

**Task 3.2. Prepare slide deck.** After staff prepare the scan, we will prepare a slide deck based on the scan for use in the first workshop, review it with staff and update it based on feedback. We will also review and summarize water agency best practices.

***Agency (stakeholder) involvement***

- Development of the environmental scan with assistance from Baker Tilly

***Baker Tilly communication***

- Email, phone calls and videoconference calls to advise Agency staff in the preparation of the environmental scan

**Activity 4 – Prepare for final 2020-2025 strategic plan update Board workshop**

In preparation for the workshop to develop the final update to the Agency's 2020-2025 strategic plan, we will complete the following tasks:

**Task 4.1. Conduct interviews.** We will conduct individual interviews with each member of the Agency's Board of Directors and the Agency's leadership team. We anticipate approximately nine one-on-one interviews with the board members and executive staff members. The purpose of these interviews is to obtain input for the final update to the strategic plan and to prepare for development of the 2026-2031 strategic plan. Examples of likely interview questions are:

- What are the strengths, weaknesses, opportunities and threats/challenges (SWOT/C) facing the Agency?
- How should the Agency's vision be expressed?
- Is the current mission statement relevant or should it be changed?
- What core values should guide the Agency's Board and staff in their day-to-day activities?
- How can the Agency best create an effective, considered, innovative, and fiscally sustainable strategic plan to achieve specific goals within a set period of time?
- What potential partnerships should be leveraged to efficiently and effectively advance the goals of the plan?
- What key priorities should the Agency focus on during the next five years?

**Task 4.2. Determine workshop participants and coordinate logistics.** We will coordinate logistics of the workshops, including location, room setup and other aspects necessary to set the stage for productive sessions for all participants with staff.

**Task 4.3. Prepare draft agenda and workshop materials.** We will review interview themes and prepare a detailed agenda for the workshops, as well as a briefing book with workshop materials, presentation slide deck and list of deliverables. To ensure the time is used most productively, we are likely to ask participants to complete work in advance of the session. We will review the public agenda with the MCWA board committee for feedback.

**Agency (stakeholder) involvement**

Availability for interviews, review interview themes and workshop materials

**Baker Tilly communication**

Participation in interviews and remote meetings/emails to review workshop materials

## Activity 5 – Prepare for and facilitate strategic planning workshops

Next, we will facilitate workshops with the Board of Directors, General Manager, senior staff and others, as desired, to review the information gathered in the previous activities and create consensus about the vision, mission, values, goals and strategies that will guide the Agency in the coming year and the five years after that.

**Task 5.1. Prepare for and facilitate first workshop.** The *first workshop* will focus on a *review of the 2020-2025 strategic plan* and developing an update to cover the final year of the plan. Following the update workshop, we will prepare a summary report, review it with staff, finalize it and present it to the planning committee.

**Task 5.2. Prepare for and facilitate second workshop.** The *second workshop* will kick off the *2026-2031 strategic plan* and cover the following components, subject to discussions with project leaders:

- Review and discuss the results of stakeholder input
- Review and discuss the environmental scan
- Review the current vision statement and mission statement, and core organizational values and decide whether they remain relevant or need revision

**Task 5.3. Prepare for and facilitate third workshop.** The *third workshop* will provide stakeholders an opportunity to fine-tune and affirm the *2026-2031 strategic plan* goals and strategies and likely include the following components:

- Finalize any revisions to the Agencywide vision statement and mission statement and core organizational values
- Identify key priorities, goals and objectives and/or initiatives that support the vision, mission, and values of the plan



- Discuss performance measures or key indicators and outcomes that will serve as the basis for measuring progress in plan implementation
- Identify ways to communicate the outcomes of the strategic planning process

**Task 5.4. Prepare for and facilitate fourth workshop.** The *fourth workshop* will focus on a *review and update to the 2026-2031 strategic plan* and cover successes, results and challenges following the first year of the plan. Like the first workshop, we will prepare a summary report, review it with staff, finalize it and present it to the planning committee.

Our strategic planning workshops are engaging and interactive and are designed to ensure full participation. We use a combination of facilitation techniques, including small and large group discussions. Because we are former local government practitioners, we are attuned to helping workshop participants clarify issues. We understand how to address sensitive issues in a neutral, non-confrontational manner to generate consensus among participants.

***Deliverables***

- Agendas, workshop briefing documents and materials

***Agency (stakeholder) involvement***

- Workshops with the Board of Directors and Agency leadership

***Baker Tilly communication***

- Emails, phone calls and videoconference calls to coordinate logistics
- Email and videoconference call to review the workshop agendas
- In-person facilitation of the strategic planning workshops

## **Activity 6 – Prepare strategic plan**

**Task 6.1. Prepare draft strategic plan.** The draft strategic plan document will provide direction for allocating Agency efforts and resources. It will be visually pleasing, using photos supplied by the Agency to illustrate goals and highlight some of its assets. It is likely to contain the following components:

- Description of the process, including how data were gathered
- Vision, mission, values
- Priorities and multi-year goals
- Several strategies for each goal
- Performance measures for each priority
- Reporting and accountability mechanisms for the strategic plan

**Task 6.2. Develop presentation.** We will develop a PowerPoint presentation that will be used to present the draft strategic plan to the Board of Directors. Based on feedback from the Board members, we will make modifications to the draft plan. A final strategic plan document will then be prepared and presented to the Board.

***Deliverables***

- Draft strategic plan
- PowerPoint presentation of the draft strategic plan
- Final strategic plan
- PowerPoint presentation of the final strategic plan

***Agency (stakeholder) involvement***

- Presentations to the Board of Directors

***Baker Tilly communication***

- Email to review the draft strategic plan and PowerPoint presentation
- Videoconference presentation to the Board of Directors
- Email to review the final strategic plan and PowerPoint presentation
- Videoconference presentation to the Board of Directors

## Activity 7 – Prepare for and conduct implementation workshop

**Task 7.1. Prepare draft implementation plan template.** Upon completion of the strategic plan document, we will prepare a draft implementation plan template and facilitate an implementation workshop. The implementation plan will serve as an executable roadmap that transforms conceptual goals into realistic, achievable targets.

For implementation to occur in an orderly and effective manner, we will help staff identify the following elements:

- Key tasks
- Timeline (start and completion dates)
- Resources needed and currently available
- Staff assigned (including a lead person)
- Milestones
- A process for periodic plan reviews, updates, and/or other plan maintenance

**Task 7.2. Determine workshop participants and coordinate logistics.** We will coordinate logistics of the workshops, including location, room setup and other aspects necessary to set the stage for productive sessions for all participants with staff.

**Task 7.3. Prepare draft agenda and workshop materials.** We will review interview themes and prepare a detailed agenda for the workshops, as well as a briefing book with workshop materials, presentation slide deck and list of deliverables. To ensure the time is used most productively, we are likely to ask participants to complete work in advance of the session.

### ***Deliverables***

- Implementation plan template

### ***Agency (stakeholder) involvement***

- Agency leaders will prepare the implementation plan with assistance from Baker Tilly

### ***Baker Tilly communication***

- Email, phone calls and videoconference calls to prepare and review the implementation plan

## Activity 8 – Prepare for and conduct two Management Team workshops (late summer 2024 and 2025)

**Task 8.1. Review progress.** In this activity, we will review progress made with the strategic plans. After we meet with General Manager and Deputy General Manager to discuss workshop timeframe and details, we will conduct the following tasks:

**Task 8.2. Determine workshop participants and coordinate logistics.** We will coordinate logistics of the workshops, including location, room setup and other aspects necessary to set the stage for productive sessions for all participants with staff.

**Task 8.3. Prepare draft agenda and workshop materials.** Prepare a detailed agenda for the workshops, as well as workshop materials, presentation slide deck and list of deliverables. We will review the workshop tools with the General Manager and the Deputy General Manager.

**Task 8.4. Facilitate progress workshop and report results.** We will facilitate the Management Team workshop in a similar fashion to the earlier workshops. After the workshop, we will prepare a draft report of results, review them with the General Manager and Deputy General Manager, incorporate their feedback and finalize the report.

**Agency (stakeholder) involvement**

Availability for interviews, review interview themes and workshop materials

**Baker Tilly communication**

Participation in interviews and remote meetings/emails to review workshop materials, facilitation

## About Baker Tilly

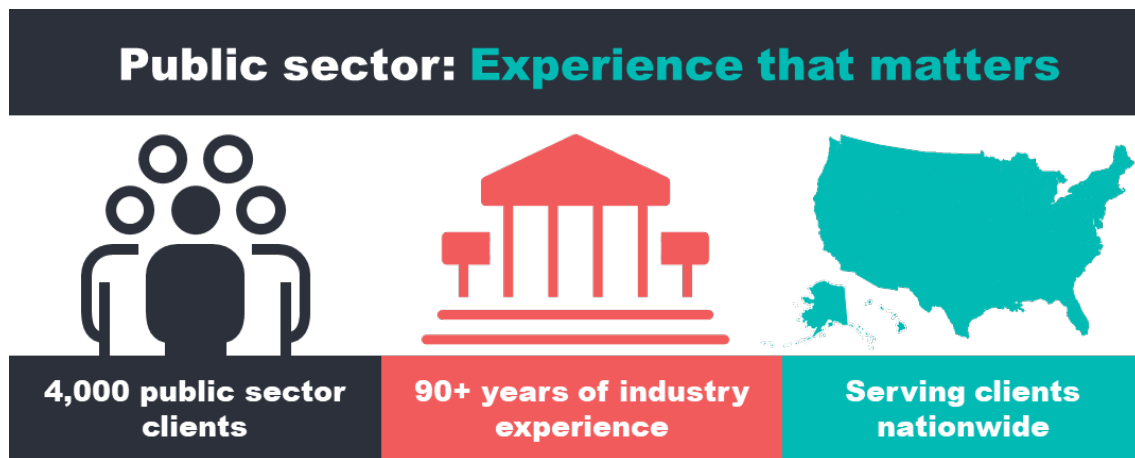
### Celebrating more than 90 years serving our valued clients

As a future-looking firm, we celebrate more than 90 years in the marketplace by honoring our roots and continuing to shape our future. We embrace the fact that local governments can't stand still — and we won't stand still. As we help our clients identify new needs and opportunities, we innovate and change to work better.



### Delivering specialized expertise to our public sector clients

State and local government is a complex, unique environment shaped by fiscal, regulatory and operational considerations not found in other industries. We recognize this complexity, and we are eager to serve as a truly valued advisor to the public sector. Nationwide, our state and local government practice has served nearly 4,000 state and local governmental entities, including municipalities, special districts, counties, public utilities, school districts and transit.



**SUPPORTING STATE AND LOCAL GOVERNMENTS WITH SPECIALIZED EXPERTISE**

*The Monterey County Water Resources Agency will benefit from the insight Baker Tilly has gained from serving thousands of public sector clients across the United States.*

## Aligning key engagement team members with your goals

Your handpicked team of professionals offers a collaborative focus supported by the breadth and depth of our firm's national resources. We believe in strong personal relationships, and this means a personal interest in the Monterey County Water Resources Agency from some of our most experienced team members. Engagement team members are introduced below.

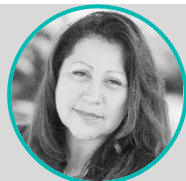
## ENGAGEMENT TEAM FOR THE MONTEREY COUNTY WATER RESOURCES AGENCY



**Christine Butterfield — Senior Manager**

***Project role: Project manager***

Christine has worked in local government since 1993 in Illinois, California and Minnesota. Since joining Baker Tilly, Christine has provided assistance in organization reviews, process improvements, facilitation and strategic planning. She has considerable experience with process improvement and reengineering and has used the LEAN Six Sigma method to make improvements to land use/development entitlement functions. She has a proven ability to lead diverse teams, develop trust and build consensus in a collaborative way. She has held positions of responsibility in organizations with 1,500 employees and a budget of \$500 million (serving a population of 320,000) to communities with only 130 employees (serving fewer than 30,000 people). Christine has served as an assistant city manager and as community development director. The latter involved supervising code enforcement and economic development processes. In this capacity with the City of Cedar Rapids, Iowa, she headed the City's response to the 2008 flooding disaster, the worst disaster in the history of Iowa and one of the most expensive disasters in the history of the United States. Christine has experience managing all municipal operations as well as intergovernmental relations, strategic planning and labor negotiations.



**Magda Gonzalez — Special Advisor**

***Project role: Co-facilitator***


Magda is a local government manager who has assisted many California cities with priority setting, team building and strategic planning. She has more than two decades of experience and a passion for executive coaching, civic engagement, community building and leadership development. Magda served as city manager in the California cities of East Palo Alto and Half Moon Bay, with progressively responsible roles in Redwood City, San Bruno and Half Moon Bay, including several leadership positions in human resources and community services. Her expertise includes executive coaching, public speaking in English and Spanish, mediation and facilitation, and organizational leadership. Magda's experience in civic engagement includes developing citizens academies in Spanish and English and facilitating community priority-setting workshops.



**Michelle New — Manager**

***Project role: Co-facilitator and data analyst***

Michelle assists public sector clients with strategic plans, city council workshops, organization assessments and comparison analysis studies. She spent 15 years with the City of Santa Maria, where she worked first as a management analyst in the City Manager's Office and then as the human resources manager, responsible for oversight of all aspects of the human resources function. During her tenure, Michelle developed an award-winning succession planning program, overhauled multiple paper processes, actively participated in employee negotiations, coordinated the city's performance, disciplinary and investigative issues and was involved in the citywide budget. She also participated in the coordination of the city's COVID-19 response as one of two contact tracers. Michelle served as a Central Coast regional co-chair

ENGAGEMENT TEAM FOR THE MONTEREY COUNTY WATER RESOURCES AGENCY	
	of the Municipal Management Association of Southern California (MMASC) and is the founding member of the region's annual Women in Leadership event.
	<b>Suzanne Martin – Senior Consultant</b>
	<b><i>Project role Data analysis and logistics</i></b>
	Suzanne performs benchmarking analyses, organizational assessments and analytical research for a wide variety of projects, including operations reviews, user fee assessments, service consolidation studies, and budget stabilization projects. She has worked on several projects listed in the References section of this proposal. Suzanne brings expertise in conducting qualitative and quantitative research. She spent two years as a graduate student intern at the California Public Utilities Commission, where she conducted business services-related program evaluation and policy analysis.

## Schedule

The chart below represents our customized approach to deliver strategic planning services to the Monterey County Water Resources Agency on time. We'll collaborate closely with you to finalize a client service plan that meets all your needs — especially your timing.

ACTIVITY	Sep-Nov 2024	Dec-Feb 2025	Mar-May 2025	Jun-Aug 2025	Sep-Nov 2025	Dec-Feb 2026	Mar-May 2026	Jun-Aug 2026	Sep-Nov 2026	Dec-Feb 2027
Activity 1 – Start project										
Activity 2 – Gather information										
Activity 3 – Conduct analysis										
Activity 4 – Prepare for final 2020-2025 strategic plan update Board workshop										
Activity 5 – Prepare for and facilitate strategic planning workshops										
Activity 6 – Prepare strategic plan										
Activity 7 – Prepare for and conduct implementation workshop										
Activity 8 – Prepare for and conduct two Management Team workshops										

### OUR COMMITMENT TO MONTEREY COUNTY WATER RESOURCES AGENCY

*Working closely with you and your team, we will co-develop a timeline to deliver on time or ahead of schedule.*

## Professional fee

The total cost of this three-year engagement is \$212,300, which includes all fees and expenses. We have discounted our average hourly rate to \$250 across our team for this engagement. The ultimate test of a quality project is that the client is pleased with the results, and we are committed to achieving that goal.

SERVICES	FEES
Activity 1 – Start project	\$8,500
Activity 2 – Gather and analyze information and conduct focus group/community meetings	\$29,600
Activity 3 – Conduct analysis	\$16,000
Activity 4 – Prepare for final 2020-2025 strategic plan update Board workshop	\$17,000
Activity 5 – Prepare for and facilitate strategic planning workshops	\$87,200
Activity 6 – Prepare strategic plan	\$11,000
Activity 7 – Prepare for and conduct implementation workshop	\$20,600
Activity 8 – Prepare for and conduct two Management Team workshops	\$22,400
<b>TOTAL FOR ALL SERVICES</b>	<b>\$212,300</b>

### OUR TRANSPARENT, FAIR FEE ESTIMATE

*MCWRA can expect a competitive fee arrangement and continuous value.*

## Conclusion

The Monterey County Water Resources Agency will continue to be a valued client of Baker Tilly, and I will be personally involved in all aspects of our relationship, from planning through completion. Thank you for the opportunity to make tangible contributions to your success. Our team is excited to maintain your trust, and we look forward to discussing your questions and feedback.

Sincerely,



Carol Jacobs, Managing Director  
Baker Tilly Advisory Group, LP  
+1 (949) 809 5588 | carol.jacobs@bakertilly.com

Monterey County Water Resources Agency  
June 25, 2024

Accepted for the Monterey County Water Resources Agency by:

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

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

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

Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and its subsidiary entities provide professional services through an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations and professional standards. Baker Tilly US, LLP is a licensed independent CPA firm that provides attest services to clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and business advisory services to their clients. Baker Tilly Advisory Group, LP and its subsidiary entities are not licensed CPA firms.

Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, are independent members of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity, and each describes itself as such. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP are not Baker Tilly International's agent and do not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Advisory Group, LP, Baker Tilly US, LLP nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.



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

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

**CONSIDER APPROVING A SERVICES CONTRACT WITH )  
BAKER TILLY US, LLP FOR STRATEGIC PLANNING )  
SERVICES FOR A TOTAL AMOUNT NOT TO EXCEED )  
\$212,300, AND AUTHORIZE THE GENERAL MANAGER )  
TO EXECUTE THE CONTRACT. )**

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

1. Approves, a services contract with Baker Tilly US, LLP for Strategic Planning services for a total amount not to exceed \$212,300, and
2. Authorizes the General Manager to execute the contract.

PASSED AND ADOPTED on this **15th** day of **July 2024**, by the following vote, to-wit:

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

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





# County of Monterey

## Item No.8

### Board Report

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

Legistar File Number: WRAG 24-118

July 15, 2024

Introduced: 7/9/2024

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Consider recommending that the Monterey County Water Resources Agency Board of Supervisors adopt a resolution authorizing the Monterey County Water Resources Agency to enter into an agreement with the State of California Department of Water Resources to receive \$230,000 in funding for the Carmel River Flood Study; and authorizing the Monterey County Water Resources Agency General Manager, or designee, to execute the agreement and any amendments thereto, and to submit any required documents, invoices, and reports required to obtain State funds on behalf of the Monterey County Water Resources Agency. (Staff Presenting: Amy Woodrow)

#### RECOMMENDATION:

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

Recommend that the Monterey County Water Resources Agency Board of Supervisors adopt a resolution authorizing the Monterey County Water Resources Agency to enter into an agreement with the State of California Department of Water Resources to receive \$230,000 in funding for the Carmel River Flood Study; and authorizing the Monterey County Water Resources Agency General Manager, or designee, to execute the agreement and any amendments thereto, and to submit any required documents, invoices, and reports required to obtain State funds on behalf of the Monterey County Water Resources Agency.

#### SUMMARY/DISCUSSION:

In March 2023, the Monterey County Water Resources Agency ("Agency") coordinated with Senator John Laird's office to develop a proposal for a study to identify potential mitigation for flooding along the Carmel River near Dampierre Park and Paso Hondo in Carmel Valley. With Senator Laird's leadership, the July 2023 Assembly Bill 102 designated \$230,000 in funding for the Monterey County Water Resources to conduct a Carmel River Flood Study ("Study").

The Agency is currently working with the California Department of Water Resources ("CDWR") to develop a funding agreement for the Study. Agency staff has been in communication with other entities who have historically worked along the Carmel River, including the Monterey Peninsula Water Management District and Housing and Community Development, to help identify a consultant who could complete the Study. Once a funding agreement is secured with DWR, the Agency is prepared to enter into a service agreement to begin work on the Study.

The Study is expected to include updates to an existing hydraulic model of the study area; identification of opportunities and constraints for flood control elements; and development of a range of conceptual flood control alternatives for consideration. There is also an element of public outreach and

engagement for the Study, which will be coordinated with other County departments, local agencies, and stakeholder groups.

In order to proceed with a funding agreement, CDWR requires a resolution from the Board of Supervisors of the Agency to authorize the General Manager to execute the agreement and any amendments thereto, and to submit documents that may be required as part of the funding agreement (Attachment 1).

OTHER AGENCY INVOLVEMENT:

County of Monterey Housing and Community Development and the Monterey Peninsula Water Management District have been, and are expected to continue to be, involved with the Study.

FINANCING:

Funding for the full amount of the Study will be provided through an agreement with CDWR, resulting from an earmark under AB 102 Budget Act CS 19.56. The Agency's Fiscal Year 2024-2025 budget accounts for the estimated Study expense of \$230,000 in Fund 111.

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

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

Attachments:

1. BOS Resolution - Carmel River Flood Study
2. Board Order



# County of Monterey

Item No.

## Board Report

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

Legistar File Number: WRAG 24-118

July 15, 2024

Introduced: 7/9/2024

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Consider recommending that the Monterey County Water Resources Agency Board of Supervisors adopt a resolution authorizing the Monterey County Water Resources Agency to enter into an agreement with the State of California Department of Water Resources to receive \$230,000 in funding for the Carmel River Flood Study; and authorizing the Monterey County Water Resources Agency General Manager, or designee, to execute the agreement and any amendments thereto, and to submit any required documents, invoices, and reports required to obtain State funds on behalf of the Monterey County Water Resources Agency.

### RECOMMENDATION:

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

Recommend that the Monterey County Water Resources Agency Board of Supervisors adopt a resolution authorizing the Monterey County Water Resources Agency to enter into an agreement with the State of California Department of Water Resources to receive \$230,000 in funding for the Carmel River Flood Study; and authorizing the Monterey County Water Resources Agency General Manager, or designee, to execute the agreement and any amendments thereto, and to submit any required documents, invoices, and reports required to obtain State funds on behalf of the Monterey County Water Resources Agency.

### SUMMARY/DISCUSSION:

In March 2023, the Monterey County Water Resources Agency ("Agency") coordinated with Senator John Laird's office to develop a proposal for a study to identify potential mitigation for flooding along the Carmel River near Dampierre Park and Paso Hondo in Carmel Valley. With Senator Laird's leadership, the July 2023 Assembly Bill 102 designated \$230,000 in funding for the Monterey County Water Resources to conduct a Carmel River Flood Study ("Study").

The Agency is currently working with the California Department of Water Resources ("CDWR") to develop a funding agreement for the Study. Agency staff has been in communication with other entities who have historically worked along the Carmel River, including the Monterey Peninsula Water Management District and Housing and Community Development, to help identify a consultant who could complete the Study. Once a funding agreement is secured with DWR, the Agency is prepared to enter into a service agreement to begin work on the Study.

The Study is expected to include updates to an existing hydraulic model of the study area; identification of opportunities and constraints for flood control elements; and development of a range of conceptual flood control alternatives for consideration. There is also an element of

public outreach and engagement for the Study, which will be coordinated with other County departments, local agencies, and stakeholder groups.

In order to proceed with a funding agreement, CDWR requires a resolution from the Board of Supervisors of the Agency to authorize the General Manager to execute the agreement and any amendments thereto, and to submit documents that may be required as part of the funding agreement (Attachment 1).

OTHER AGENCY INVOLVEMENT:

County of Monterey Housing and Community Development and the Monterey Peninsula Water Management District have been, and are expected to continue to be, involved with the Study.

FINANCING:

Funding for the full amount of the Study will be provided through an agreement with CDWR, resulting from an earmark under AB 102 Budget Act CS 19.56. The Agency's Fiscal Year 2024-2025 budget accounts for the estimated Study expense of \$230,000 in Fund 111.

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

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

Attachments:

1. BOS Resolution - Carmel River Flood Study
2. Board Order

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

Resolution No. \_\_\_\_\_

Resolution authorizing the Monterey County Water Resources Agency to )  
enter into an agreement with the State of California Department of Water )  
Resources to receive \$230,000 in funding for the Carmel River Flood )  
Study; and authorizing the Monterey County Water Resources Agency )  
General Manager, or designee, to execute the agreement and any )  
amendments thereto, and to submit any required documents, invoices, and )  
reports required to obtain State funds on behalf of the Monterey County )  
Water Resources Agency. )

**WHEREAS**, the July 2023 Assembly Bill 102 designated \$230,000 in funding to the Monterey County Water Resources Agency, for its Carmel River Flood Study, an investigation of flooding events and evaluation of mitigation options along the Carmel River (collectively, the “Project”); and

**WHEREAS**, the responsibility for the administration of the fund, including establishing the necessary procedures for disbursement of the fund, to the California Department of Water Resources (“CDWR”); and

**WHEREAS**, the Water Authority agrees that the funds should be allocated by CDWR to the Monterey County Water Resources Agency; and

**WHEREAS**, CDWR requires a resolution from the Board of Supervisors of the Monterey County Water Resources Agency authorizing the Monterey County Water Resources Agency to enter into an agreement with CDWR to receive funds and to authorize the General Manager to execute the agreement.

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

Authorizes the Monterey County Water Resources Agency to enter into an agreement with the State of California Department of Water Resources to receive \$230,000 in funding for the Carmel River Flood Study; and authorizes the Monterey County Water Resources Agency General Manager, or designee, to execute the agreement and any amendments thereto, and to submit any required documents, invoices, and reports required to obtain State funds on behalf of the Monterey County Water Resources Agency.

PASSED AND ADOPTED on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the following vote,  
to-wit:

AYES:

NOES:

ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof Minute Book \_\_\_\_\_, on \_\_\_\_\_.

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

Valerie Ralph, Clerk of the Board of Supervisors, County of Monterey, State of California.

By \_\_\_\_\_  
Deputy



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

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

**RECOMMEND THAT THE MONTEREY COUNTY WATER )  
RESOURCES AGENCY BOARD OF SUPERVISORS ADOPT A )  
RESOLUTION AUTHORIZING THE MONTEREY COUNTY )  
WATER RESOURCES AGENCY TO ENTER INTO AN )  
AGREEMENT WITH THE STATE OF CALIFORNIA )  
DEPARTMENT OF WATER RESOURCES TO RECEIVE )  
\$230,000 IN FUNDING FOR THE CARMEL RIVER FLOOD )  
STUDY; AND AUTHORIZING THE MONTEREY COUNTY )  
WATER RESOURCES AGENCY GENERAL MANAGER, OR )  
DESIGNEE, TO EXECUTE THE AGREEMENT AND ANY )  
AMENDMENTS THERETO, AND TO SUBMIT ANY REQUIRED )  
DOCUMENTS, INVOICES, AND REPORTS REQUIRED TO )  
OBTAIN STATE FUNDS ON BEHALF OF THE MONTEREY )  
COUNTY WATER RESOURCES AGENCY. )**

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

1. Recommends that the Monterey County Water Resources Agency Board of Supervisors adopt a resolution authorizing the Monterey County Water Resources Agency to enter into an agreement with the State of California Department of Water Resources to receive \$230,000 in funding for the Carmel River Flood Study; and authorizing the Monterey County Water Resources Agency General Manager, or designee, to execute the agreement and any amendments thereto, and to submit any required documents, invoices, and reports required to obtain State funds on behalf of the Monterey County Water Resources Agency.

PASSED AND ADOPTED on this **15th** day of **July 2024**, by the following vote, to-wit:

BY: Mike LeBarre, Chair  
Board of Directors

ATTEST: Ara Azhderian  
General Manager



# County of Monterey

## Item No.9

### Board Report

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

Legistar File Number: WRAG 24-121

July 15, 2024

Introduced: 7/10/2024

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Consider receiving an update on the development of a Groundwater Monitoring Regulatory Program and Fee and receiving an update on the Groundwater Extraction Management System expansion draft ordinance and providing direction to staff as appropriate. (Staff Presenting: Ara Azhderian & Amy Woodrow)

#### RECOMMENDATION:

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

Receive an update on the development of a Groundwater Monitoring Regulatory Program and Fee and receiving an update on the Groundwater Extraction Management System expansion draft ordinance and providing direction to staff as appropriate.

#### SUMMARY/DISCUSSION:

The Agency and Salinas Valley Basin Groundwater Sustainability Agency (SVB) have been collaborating on the expansion of the Agency's 30-year-old GEMS program to meet the SVB's current regulatory requirements under the Sustainable Groundwater Management Act. An initial draft of the proposed new ordinance was presented to the Agency's Personnel & Administration Committee on May 5th and has been the subject of numerous stakeholder meetings since. In response to questions and comments received, the Agency has revised the draft ordinance for initial review by the Board of Directors. The Agency is also working to establish a Groundwater Monitoring Regulatory Program (GMRP) Manual and Fee to more fully describe the breadth of the Agency's groundwater monitoring work, beyond the GEMS expansion that has been the primary focus of attention, and associated costs. The Agency has also initiated the GMRP regulatory fee nexus study. The draft ordinance will be again considered by the Directors at their August 19th meeting.

#### OTHER AGENCY INVOLVEMENT:

Salinas Valley Basin Groundwater Sustainability Agency

#### FINANCING:

This effort is being financed by Fund 116 or grant funding provided by the Salinas Valley Basin Groundwater Sustainability Agency, as appropriate.

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

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

Attachments:



1. WRA Groundwater Monitoring Regulatory Program Update Presentation
2. Draft Well Registration Reporting Ordinance\_7.9.24
3. Draft Groundwater Monitoring Regulatory Program Manual
4. Board Order



# County of Monterey

Item No.

## Board Report

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

Legistar File Number: WRAG 24-121

July 15, 2024

Introduced: 7/10/2024

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Consider receiving an update on the development of a Groundwater Monitoring Regulatory Program and Fee and receiving an update on the Groundwater Extraction Management System expansion draft ordinance and providing direction to staff as appropriate.

### RECOMMENDATION:

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

Receive an update on the development of a Groundwater Monitoring Regulatory Program and Fee and receiving an update on the Groundwater Extraction Management System expansion draft ordinance and providing direction to staff as appropriate.

### SUMMARY/DISCUSSION:

The Agency and Salinas Valley Basin Groundwater Sustainability Agency (SVB) have been collaborating on the expansion of the Agency's 30-year-old GEMS program to meet the SVB's current regulatory requirements under the Sustainable Groundwater Management Act. An initial draft of the proposed new ordinance was presented to the Agency's Personnel & Administration Committee on May 5th and has been the subject of numerous stakeholder meetings since. In response to questions and comments received, the Agency has revised the draft ordinance for initial review by the Board of Directors. The Agency is also working to establish a Groundwater Monitoring Regulatory Program (GMRP) Manual and Fee to more fully describe the breadth of the Agency's groundwater monitoring work, beyond the GEMS expansion that has been the primary focus of attention, and associated costs. The Agency has also initiated the GMRP regulatory fee nexus study. The draft ordinance will be again considered by the Directors at their August 19th meeting.

### OTHER AGENCY INVOLVEMENT:

Salinas Valley Basin Groundwater Sustainability Agency

### FINANCING:

This effort is being financed by Fund 116 or grant funding provided by the Salinas Valley Basin Groundwater Sustainability Agency, as appropriate.

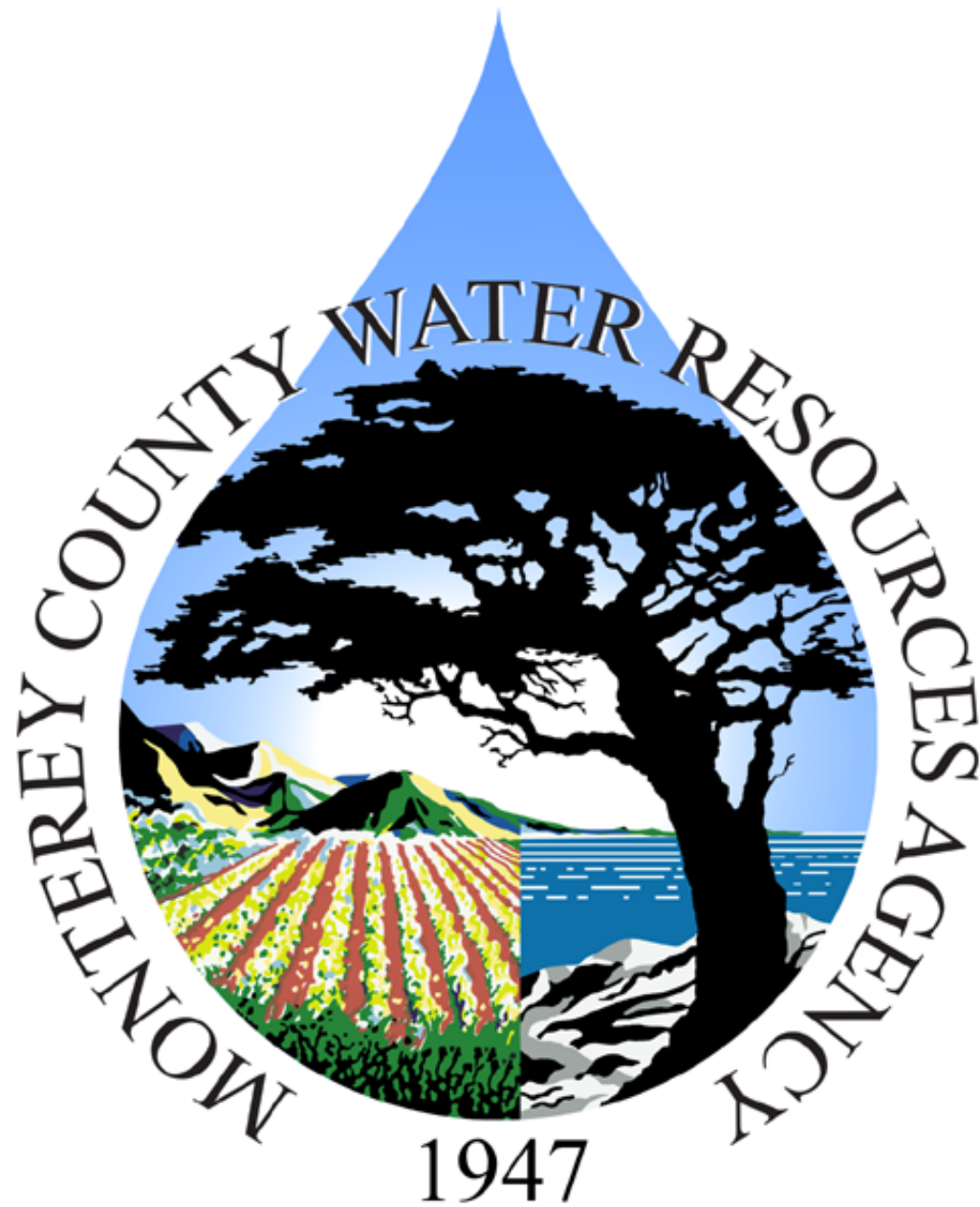
Prepared by: Ara Azhderian, General Manager, (831) 755-4860

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

Attachments:

1. WRA Groundwater Monitoring Regulatory Program Update Presentation

2. Draft Well Registration Reporting Ordinance\_7.9.24
3. Draft Groundwater Monitoring Regulatory Program Manual
4. Board Order



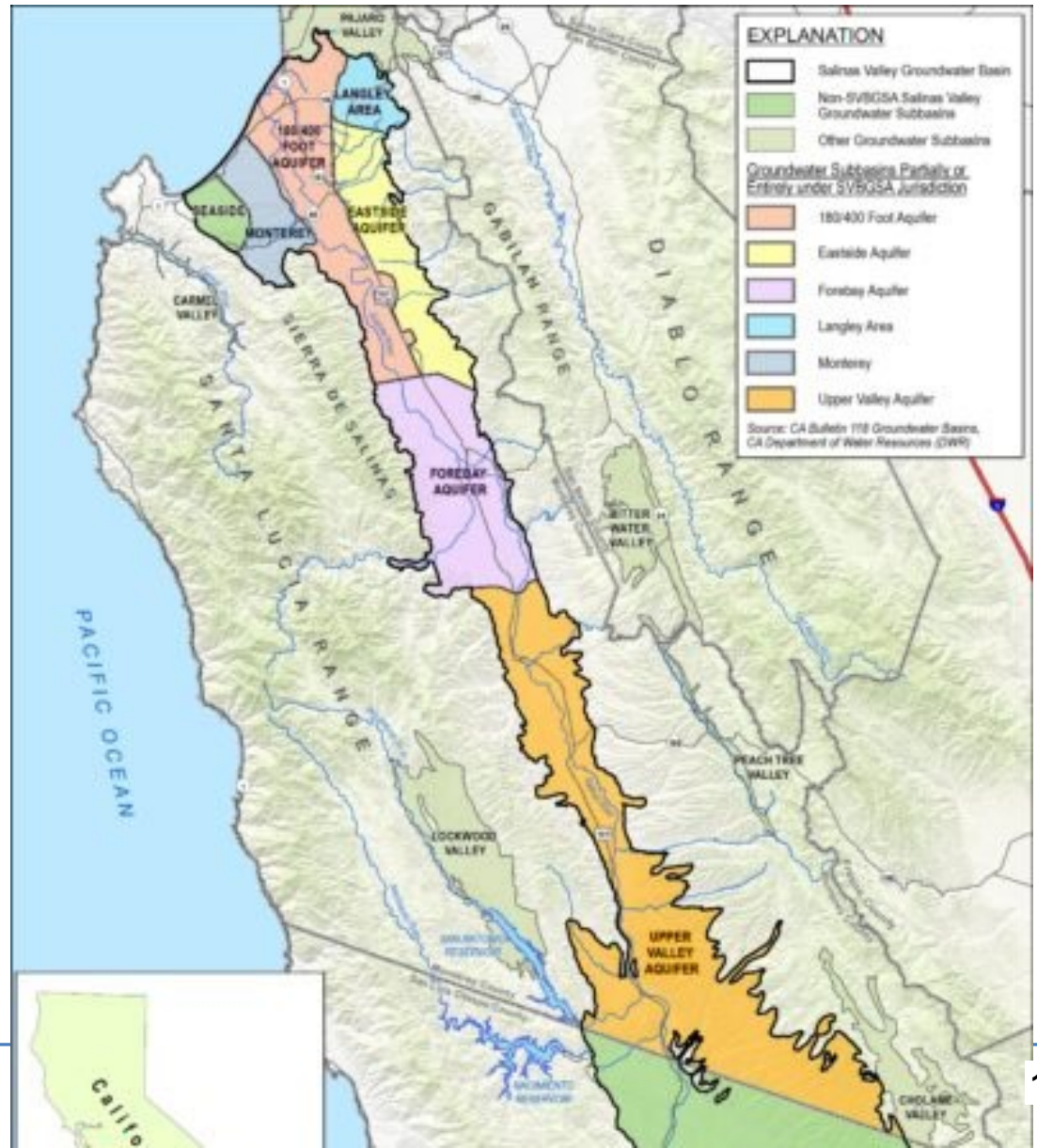


# Today's Discussion At A Glance

- The Salinas Valley Groundwater Basin;
- The Agency's groundwater monitoring history;
- SGMA and the new regulatory paradigm;
- WRA Groundwater Monitoring Regulatory Program;
- GEMS Expansion Update;
- “Bringing it all Together”
  - The intersection of GEMS Expansion and establishment of the WRA Groundwater Monitoring Regulatory Program;
- Next Steps.

# Salinas Valley Groundwater Basin

- Extends throughout the Salinas Valley from the southern San Luis Obispo County line to the Pacific Ocean in northwestern Monterey County.





# WRA Groundwater Monitoring

- The Water Resources Agency began groundwater monitoring in the 1940's.
- Groundwater monitoring today includes:
  - Groundwater level monitoring and mapping throughout the SVB – 1940's;
  - Water Quality and seawater intrusion mapping in the 180/400 subbasin – 1960's;
  - Well Registration and Groundwater Extraction Monitoring System (GEMS) – 1990's;
  - Ag & Urban Water Conservation Reporting – 1990's;
  - Collaboration with GSA's – 2010's and beyond.



# Sustainable Groundwater Management Act

- SGMA is really three state acts signed into law in 2014.
- SGMA mandates:
  - Groundwater sustainability by 2040 or 2042;
  - The Department of Water Resources:
    - Establish and prioritize groundwater basins (5);
    - Approve plans and monitor progress;
    - Determine sustainability
  - Formation of GSAs (6) in lieu of county or state control;
  - Development of Groundwater Sustainability Plans;
  - **Monitoring of groundwater level, quality, and usage.**





# Groundwater Monitoring Regulatory Program

- Establishes one cohesive monitoring program to support today's regulatorily driven monitoring requirements;
- Leverages ~75 years of Agency expertise;
- Advances WRA Strategic Planning Goals:
  - Goal B: Planning & New Project Strategies 2, 5, & 7
  - Goal C: Financial Sustainability Strategies 2 & 6
  - Goal D: Core Services Strategies 1, 2, 3, & 5
- Supports the Salinas Valley Basin GSA's efforts;
- Creates opportunity to consolidate monitoring efforts under one entity;



# Groundwater Monitoring Regulatory Program

- Currently focused on consolidating and expanding current monitoring efforts within the Salinas Valley Basin;
- Could be utilized to support other groundwater management efforts:
  - Environmental Health
  - Regional Water Quality Control Board
  - GSAs outside of the Salinas Valley Basin
- Proposes to repeal 3 existing well registration & extraction monitoring ordinances and adopting 1 new ordinance;
- Proposes establishing a Prop 26 Regulatory Fee per well.
- Proposes to support SVB GEMS Expansion request.

# GEMS Expansion Update

- The Agency and the Salinas Valley Basin GSA continue collaborating to meet regulatory requirements under the Sustainable Groundwater Management Act.
- The Agency and SVB continue stakeholder outreach on “GEMS Expansion” that began in the fall 2023.
- The Agency has made past presentations to:
  - WRA Planning Committee
  - WRA Personnel & Administration Committee
  - WRA Board of Directors
  - WRA Board of Supervisors
  - SVBGSA Board of Directors
  - Various stakeholders



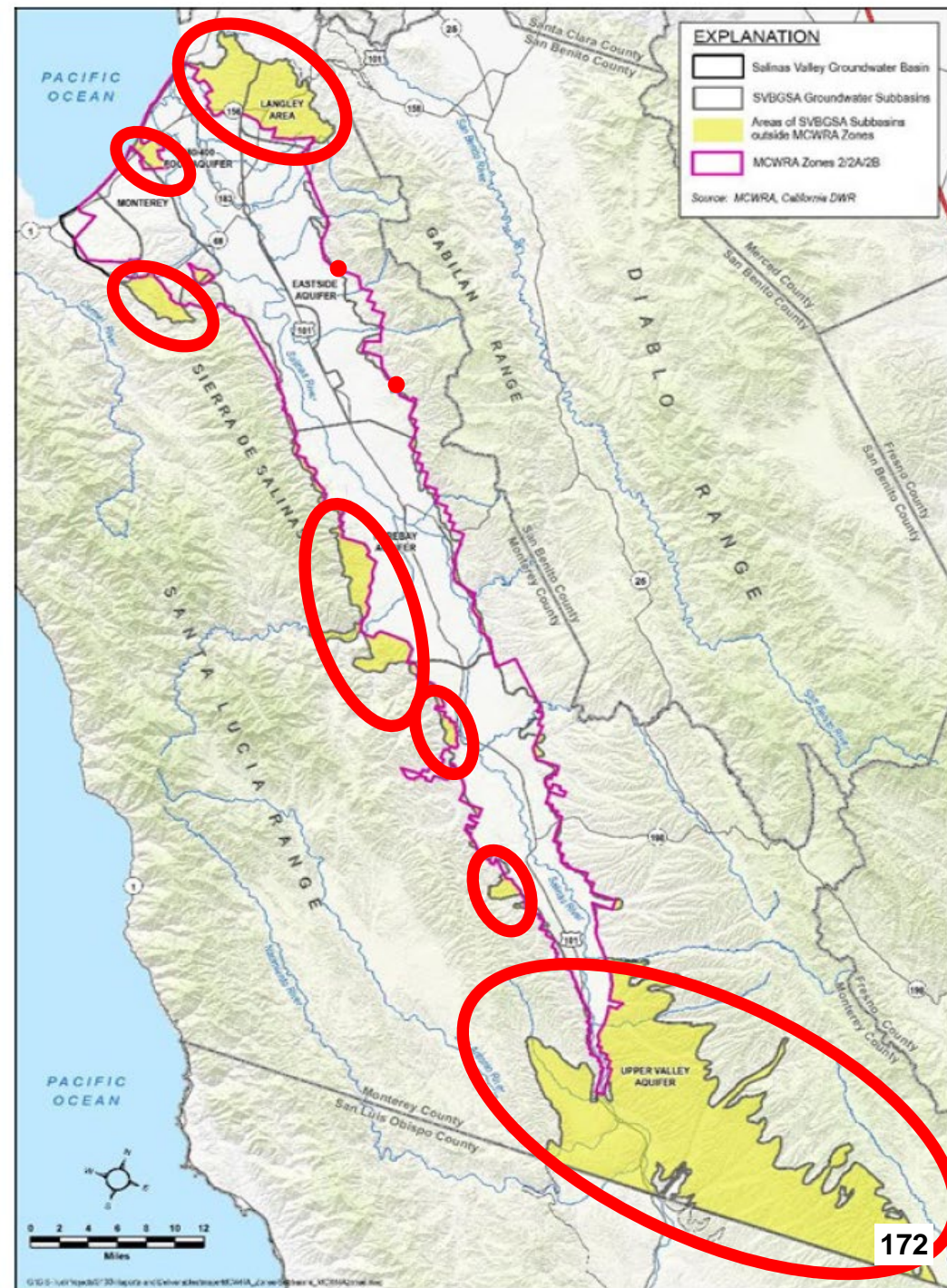
# Why GEMS Expansion?

- Meets the regulatory data collection needs of SVB.
  - 5-year GSP evaluations due
    - 180-400 subbasin: January 2025
    - Other 5 subbasins: January 2027
- Helps address DWR's Recommended Corrective Actions.
- Aligns Agency's GEMS boundaries and SVB/DWR Salinas Valley Groundwater Basin boundaries.

# Red Circles Are Outside of Current GEMS Program

## Implementation Priorities 2024-2027

- ✓ 180-400 due to GSP 5-Year Evaluation deadline;
- ✓ Registration of unregistered wells;
- ✓ New extraction reporting in all areas to fill data gaps;
- ✓ Enhancements and other cooperative opportunities.





# What changes are being planned?

## ■ Well Registration:

- Currently in GEMS, wells with a discharge pipe smaller than 3 inches in diameter need not register.
- ***Under Expansion, all wells will need to register.***
- Known wells will not need to re-register.
- Any changes to wells, e.g. ownership, repair, modification, and destruction, will need to be reported.

# What changes are being planned?

- **Extraction Reporting:**
  - Expansion of GEMS to include new reporting requirements in all areas under SVB jurisdiction.
  - Currently in GEMS, wells with a discharge pipe smaller than 3 inches in diameter need not report.
  - ***Under Expansion, all wells using more than 2 AFY will need to report, consistent with SGMA.***
- Enhancement of GEMS to improve the processes
  - Reporting timeframe and period
  - Protocols, devices, technology



# **In sum, “GEMS Expansion” is:**

- To meet the regulatory needs of the SVB for data collection within their jurisdiction;
- Registration of wells not previously registered;
- New reporting requirements;
- Improved processes, greater efficiencies;
- Opportunity to meet the future needs of others.



# Bringing it all Together

- The proposed new ordinance would:
  - Affirm the Agency's authority to perform groundwater monitoring throughout the County;
  - Establish opportunity for other entities with groundwater regulatory responsibilities to request service from the Agency;
  - Establish a new regulatory fee to cover the Groundwater Monitoring Regulatory Program.

# Bringing it all Together

- New approach to cost allocation and recovery.
  - Historically, Agency costs are predominately allocated and recovered on a *per-acre basis.*
  - Future GMRP costs are proposed to be allocated and recovered on a *per-well basis* (reporting requirements are driven by the number of wells, not the number of acres).

# Bringing it all Together

- The Ordinance establishes ***broad authority*** for the Agency.
- A Service Agreement will establish the ***terms and conditions*** for the Agency to provide groundwater monitoring service to a requesting entity.
- Task Orders will define the ***specific work and proposed cost*** of an entities request.
- Resolution(s) adopted at least annually by the Supervisors ***will approve*** proposed Agency work, related costs, and a resultant, annual regulatory fee.



# Next Steps

- Working with County Counsel and the SVB, the Agency will continue stakeholder outreach to inform the new draft Ordinance .
- Working with the SVB, the Agency will seek to refine its specific requests for groundwater monitoring deliverables and methods.
- The Agency is developing its own manual for the Groundwater Monitoring Regulatory Program.
- The regulatory fee nexus study has begun.

# GEMS Expansion Proposed Timeline

WELL REGISTRATION & GEMS EXPANSION TIMELINE															
Nov '23	Dec '23	Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24	Sep '24	Oct '24	Nov '24	Oct '25	Feb '26	Jan '27
						Aug 19 <sup>th</sup> – BOD considers recommendation to BOS				Sep 10 <sup>th</sup> & 24 <sup>th</sup> , two readings of new ordinance for BOS					
			WELL REGISTRATION & GEMS EXPANSION PROPOSAL DEVELOPMENT												
					ORDINANCE, AGREEMENTS, & POLICIES DEVELOPMENT										
									POPULATE WELL REGISTRATION & GEMS EXPANSION DATABASE						
											COLLECT NEW WELL & GEMS DATA				
													REPORT NEW DATA		
															5-YR. GSPs UPDATE



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE MONTEREY COUNTY WATER RESOURCES AGENCY TO REPEAL ORDINANCE NUMBERS 3660, 3717, AND 3718, AND ADOPT WELL REGISTRATION AND GROUNDWATER REPORTING REQUIREMENTS**

**County Counsel Summary**

*This Ordinance repeals Ordinance Numbers 3660, 3717, and 3718, which established Monterey County Water Resources Agency's ("Agency") well registration and extraction reporting regulations for certain areas of the Salinas Valley. This Ordinance adopts updated Agency regulations to require well owners and operators within Monterey County to register wells with the Agency, and periodically report well extraction data if further action is taken by the Agency Board of Supervisors by resolution. This Ordinance also affirms certain Agency requirements for groundwater level and quality monitoring. This Ordinance allows the Agency to enter into groundwater management support service agreements to provide groundwater monitoring and data reporting with requesting entities. The Ordinance also provides for Agency collection of a regulatory fee to be set by resolution of the Agency Board of Supervisors. Lastly, the Ordinance provides for a variance process, and establishes penalties for violations.*

The Board of Supervisors of the Monterey County Water Resources Agency ordains as follows:

**SECTION 1. Findings and purpose.**

A. Pursuant to authority granted to it by the Monterey County Water Resources Agency Act, California Water Code, Appendix Chapter 52, on January 26, 1993, the Board of Supervisors ("Board") of the Monterey County Water Resources Agency ("Agency") adopted Ordinance Number 3660, which enacted new registration provisions for groundwater extraction facilities with a discharge pipe having an inside diameter of at least three inches in Agency Zones 2, 2A, and 2B.

B. On February 2, 1993, the Agency Board adopted Ordinance Number 3663, which enacted groundwater extraction reporting requirements in Agency Zones 2, 2A and 2B in the Salinas Valley Groundwater Basin, commonly known as the Groundwater Extraction Management System ("GEMS").

C. On July 27, 1993, the Agency Board adopted Ordinance Number 3696, which amended portions of Ordinance Number 3663 to advance the time by which flow meters must be installed in certain areas.

D. On October 5, 1993, the Agency Board adopted Ordinance Numbers 3717 and 3718, repealing Ordinance Numbers 3663 and 3696, but reestablishing GEMS requirements in Agency Zones 2, 2A, 2B which encompass a portion of the Salinas Valley Groundwater Basin.



E. Since 1993, the Agency has been collecting GEMS data subject to the provisions of Ordinance Numbers 3717 and 3718; subject to a 1995 settlement agreement with the Salinas Valley Water Coalition, Ralph Riva, James Gianolini, and Roger Moitoso concerning Ordinance No. 3717; and the Agency has consistently produced annual reports thereafter, including ordinance mandated agricultural and urban water conservation plan reports.

F. In addition to GEMS data, the Agency collects groundwater level and groundwater quality data to monitor changes in seawater intrusion and the status of groundwater basins generally.

G. In the fall of 2014, the California State Legislature adopted, and the Governor signed into law, three bills commonly known as the Sustainable Groundwater Management Act (“SGMA”) generally set forth in Water Code section 10720 *et seq.*

H. SGMA was signed into law mandating the sustainability of groundwater basins throughout the state by at least 2040 for “high priority basins in a critical state of overdraft”, and 2042 for “high priority” and “medium priority” basins, as determined by the California Department of Water Resources (“DWR”).

I. SGMA assigns responsibility to the DWR for regulatory oversight through the evaluation and assessment of groundwater sustainability plans (“GSPs”), and the provision of ongoing assistance to local agencies through the development of best management practices, guidance, planning assistance, technical assistance, and financial assistance.

J. SGMA provides for the formation of local groundwater sustainability agencies (“GSAs”) to formulate and implement GSPs throughout the state, in lieu of county or state control.

K. DWR has identified five groundwater basins, and six subbasins, in Monterey County. There are six GSAs in Monterey County, all dependent upon groundwater data to inform, develop, implement, update, and demonstrate to the DWR progress of their GSPs towards maintaining or achieving sustainability, that may want to engage and leverage the existing institutional knowledge, data collection and reporting expertise of the Agency.

L. The Agency Board hereby adopts this Ordinance to affirm the Agency’s roles and responsibilities with regard to the monitoring and reporting of groundwater status in Monterey County, including groundwater levels and quality; to require well registration and extraction quantity reporting for its own purposes, and at the request of other entities with groundwater management responsibilities; to establish a regulatory fee to support implementation of this Ordinance; and to promote improved service to stakeholders dependent upon Monterey County’s groundwater resources.

M. The Agency’s groundwater level monitoring provides indicators of seasonal and long-term changes in groundwater levels, the amount of groundwater in storage, geographic and hydrogeologic distribution of groundwater recharge, and direction of groundwater flow throughout the applicable basin. Specific to the Salinas Valley Groundwater Basin (“SVGB”), groundwater level monitoring can assist the Agency in understanding how different areas of the SVGB interact



with the surface water system, which can inform operational decisions for Nacimiento and San Antonio Reservoirs.

N. The Agency's groundwater quality monitoring program in the coastal region allows the Agency to monitor temporal and geographic changes in the extent of seawater intrusion in the SVGB. This data informs decisions related to operation of Agency projects (e.g., Castroville Seawater Intrusion Project, Salinas River Diversion Facility); it also has a supporting role in land use management and permitting decisions that the Agency may advise other County of Monterey departments on, such as implementation of County General Plan policies and recommendations about well permitting to the Health Department.

O. This Ordinance is entitled to a categorical exemption of the California Environmental Quality Act ("CEQA") pursuant to 14 California Code of Regulations section 15306, which exempts: "basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource. These may be strictly for information gathering purposes, or as part of a study leading to an action which a public agency has not yet approved, adopted, or funded." This Ordinance will allow for continued and new groundwater extraction data reporting to aid the Agency and other entities engaged in the management and scientific investigation of groundwater resources within Monterey County. Specifically, the groundwater extraction data will provide information concerning groundwater level, usage, and quality. If any projects stem from the use of this data, such project will appropriately be evaluated under CEQA.

## **SECTION 2. Authority.**

A. The Agency's enabling legislation is located at California Water Code, Appendix Chapter 52, and the Agency's authority and jurisdiction derive from this legislation.

B. The Agency has jurisdiction over matters pertaining to water within the entire area of Monterey County, including both incorporated and unincorporated areas. The Agency has authority to carry on technical and other necessary investigations, make measurements, collect data, make analyses, studies, and inspections pertaining to water supply. For those purposes, the Agency has the right of access through its authorized representatives to all properties within the Agency and may enter upon those lands and make examinations, surveys, and maps thereof.

C. The Agency Board of Supervisors may adopt, by ordinance, reasonable procedures, rules, and regulations to implement the Agency Act, and may specify that a violation of an ordinance is an infraction. The Agency Board further has power to perform all other acts necessary or proper, including, as allowed by law, establishing fees, taxes, or assessments to be levied and collected, to accomplish the purposes of the Agency Act and this Ordinance.

## **SECTION 3. Repeal.**

The Board of Supervisors of the Monterey County Water Resources Agency hereby repeals Ordinance Numbers 3660, 3717, and 3718, which enacted similar but not identical provisions, and adopts this Ordinance as fully described herein.

#### **SECTION 4. Definitions.**

- A. “Abandoned well” means any well whose original purpose and use has been permanently discontinued or which is in such a state of disrepair that it cannot be used for its original purpose. A well is considered abandoned when it has not been used for a period of one year, unless the owner demonstrates his or her intent to use the well again for supplying water or other associated purposes.
- B. “Agency” means the Monterey County Water Resources Agency.
- C. “Agency Act” means the Monterey County Water Resources Agency Act, California Water Code, Appendix Chapter 52 (Stats. 1990, Chap. 1159).
- D. “Board” means the Board of Supervisors of the Monterey County Water Resources Agency.
- E. “County” means the County of Monterey.
- F. “Monterey County” means the geographical area of Monterey County.
- G. “Requesting Entity” means an entity engaged in the management of groundwater resources within Monterey County, either through the monitoring and reporting of groundwater level, usage, and/or quality data; scientific investigations; or in the administration and compliance of a regulatory program(s).
- H. “Water Year” means the 12-month period between October 1, of any given year, through September 30, of the following year, as defined by the United States Geological Survey.
- I. “Well” means any artificial excavation constructed by any method for the purpose of extracting water from, or injecting water into, the underground. “Well” includes abandoned wells, inactive wells, monitoring wells, and observation wells. For the purposes of this ordinance, “well” does not include: (1) oil and gas wells, or geothermal wells constructed under the jurisdiction of the Department of Conservation, except those wells converted to use as water wells; (2) wells used for the purpose of dewatering excavation during construction, or stabilizing hillsides or earth embankments; (3) cathodic protection wells; or (4) test wells or dry wells.
- J. “Well Operator” means a person or entity authorized by a Well Owner to operate a Well.
- K. “Well Owner” means a landowner or landowners that own a Well.

#### **SECTION 5. Provision of Services.**

Upon mutual agreement between the Agency and any Requesting Entity, the Agency may provide groundwater monitoring, data reporting, and groundwater management support services to the Requesting Entity. Such action shall be taken by Board approval.

## **SECTION 6. Well Registration.**

A. All permits, which are required to construct, repair, reconstruct, or destroy a Well in Monterey County, are issued by the County pursuant to Monterey County Code Chapter 15.08. The Agency collaborates with the County during the application review process for many, but not all Wells, and will rely upon information provided to the County to fulfill this Ordinance's registration requirements, to the extent practicable, as determined solely by the Agency.

B. The Agency may, for its own purposes, require registration of Wells within Monterey County for the purposes of implementing this Ordinance. Such action shall be taken through a Board resolution.

C. The Agency may require registration of Wells within Monterey County on behalf, and for the purpose of implementing a policy or program, of a Requesting Entity, pursuant to an executed agreement between the Agency and Requesting Entity. Such action shall be taken through a Board resolution.

D. No Well Owner or Well Operator may operate or maintain a Well that has been made subject to this Ordinance and applicable Board resolutions, unless the Well is first registered with the Agency.

E. A Well Owner or Well Operator must properly register their Well(s) within 30 days of completed construction or upon a request by the Agency to do so, in a manner prescribed by the Agency, with such request being acceptably transmitted through direct written correspondence by United States Mail to the Well Owner or Well Operator.

F. The Agency may periodically require Well Owners or Well Operators to update registration information. No Well Owner or Well Operator may operate or maintain a Well that has been made subject to this Ordinance and applicable Board resolutions, if the requested information has not been properly and timely provided to the Agency. Further, Well Owners or Well Operators shall provide updated Well registration information to the Agency within 30 days of a change in Well Owner or contact information for an existing Well Owner, or of a change in Well Operator or contact information for an existing Well Operator, or upon completion of a change to the physical structure of the Well.

G. Upon proper completion of registration, the Agency will issue a certificate of registration to the Well Owner and the Well Operator, if applicable.

H. For all Abandoned Wells, the Well Owner or Well Operator shall report such abandonment to the Agency within 30 days of abandonment. The report shall indicate the steps taken to comply with all legal requirements regarding such abandonment.

## **SECTION 7. Groundwater Extraction Reporting.**

A. The Agency may, for its own purposes, require reporting of groundwater extraction quantities from Wells within Monterey County for the purposes of implementing this Ordinance.

B. The Agency may require reporting of groundwater extraction quantities within Monterey County on behalf, and for the purpose of implementing a policy or program, of a Requesting Entity, pursuant to a written, executed agreement between the Agency and Requesting Entity. Such action shall be taken by Board approval.

C. The Agency, for its own purposes or on behalf of a Requesting Entity, may adopt and periodically revise, a Board resolution establishing acceptable standards and methods for measuring the extraction of groundwater. Every Well Owner or Well Operator required to report groundwater extractions shall meet the requirements of such resolution and request approval from the Agency of their measurement method, on a per Well basis.

D. Every Well Owner or Well Operator subject to reporting is required to keep records tallying the total monthly extraction of groundwater, per Well, and to report those extractions in a manner prescribed by the Agency on behalf of the Requesting Entity or the Agency. The annual reporting period shall be the Water Year.

E. Every Well Owner or Well Operator required to report groundwater extractions must do so no later than November 1, following each Water Year, in a manner prescribed by the Agency. Any Well Owner or Well Operator may report more frequently for convenience or if required by Agency Board resolution. In addition, the report shall include any information necessary to keep Well registration information current.

F. Every Well Owner or Well Operator required to report groundwater extractions must exercise due diligence to maintain and promptly repair all approved measuring equipment. In the event of a measuring method failure, the Well Owner or Well Operator shall immediately notify the Agency in writing to report the data gap and to determine if utilization of one of the alternate methods of measurement authorized by Agency policy is practicable, if restoration of the primary measuring method cannot be achieved within one week of failure. The Agency may impose an alternative measurement method if the Well Owner or Well Operator fails to address a measuring failure within two weeks. The Agency may calculate an unmeasured extraction value by averaging usage from the month before and after to fill a data gap, or by averaging historical usage over the same period, if available. The Well Owner is ultimately responsible for the maintenance and prompt repair of all approved measuring equipment and any costs incurred by the Agency to impose an alternative measurement method will be billed to the Well Owner.

G. The Agency may, from time to time, test the accuracy of extraction measuring methods approved for Wells subject to this Ordinance, to ensure that measuring methods and equipment remain operational and in conformity with acceptable standards, as defined by the Agency. The Agency may, for its own purposes or on behalf of a Requesting Entity, develop policies and procedures through Board resolution, which may include random sampling, to ensure consistent and equitable measurement of extractions. If a measuring method is determined to be inaccurate, the Agency shall immediately notify the Well Owner or Well Operator in writing to determine if utilization of one of the alternate methods of measurement authorized by the Agency is practicable, if proper calibration of the primary measuring method cannot be achieved within one week. The cost to correct the calibration a measuring method shall be borne by the Well Owner

or Well Operator. The Agency may impose an alternative measurement method if the Well Owner or Well Operator fails to address a measuring inaccuracy within two weeks. The Agency may recalculate an extraction value based upon the measured discrepancy and revise Well extraction data up to the beginning of the then current Water Year. The Well Owner is ultimately responsible for the maintenance and prompt repair of all approved measuring equipment and any costs incurred by the Agency to correct an inaccuracy or impose an alternative measurement method will be billed to the Well Owner.

H. Extraction data obtained through this Ordinance shall be used only for purposes consistent and compatible with the authorities of the Agency. Access and distribution of personally identifiable information will be restricted to the fullest extent allowed by law, including but not limited to Government Code section 6250 *et seq.*, California Civil Code section 3426 *et seq.*, and California Water Code section 13751 *et seq.*

#### **SECTION 8. Groundwater Level and Quality Monitoring and Reporting.**

A. The Agency may, for its own purposes, collect data, obtain samples, or require reporting of groundwater level and quality data from Wells within Monterey County for the purposes of implementing this Ordinance.

B. The Agency may collect data, obtain samples, or require reporting of groundwater level and quality data from Wells within Monterey County on behalf, and for the purpose of implementing a policy or program, of a Requesting Entity, pursuant to a written, executed agreement between the Agency and Requesting Entity. Such action shall be taken by Board approval.

C. The Agency, for its own purposes or on behalf of a Requesting Entity, may adopt and periodically revise, a Board resolution establishing acceptable standards and methods for measuring groundwater level and quality. If applicable, every Well Owner or Well Operator required to report groundwater level or groundwater quality data shall meet the requirements of such resolution and request approval from the Agency of their measurement method, on a per Well basis.

#### **SECTION 9. Variance.**

A. Any Well Owner or Well Operator may, at any time, apply in writing for a variance from the strict application of this Ordinance and applicable Board resolutions. The application for the variance shall be filed with the Agency, on a form prescribed by the Agency. The Agency General Manager may dispense with the requirement of a written application upon finding that an emergency condition requires immediate action on the variance request.

B. The Agency General Manager may grant a variance to the terms of this Ordinance and applicable Board resolutions upon finding that the strict application of this Ordinance and applicable Board resolutions would create an undue hardship, or that an emergency condition requires that the variance be granted.

C. In granting a variance, the Agency General Manager may impose time limits and any other conditions in order to ensure that the variance is consistent with this Ordinance and applicable Board resolutions. The variance, and all time limits and other conditions attached to the variance, shall be set forth in writing, and a copy of the written variance shall be provided to the Well Owner or Well Operator. The decision of the Agency General Manager may be appealed to the Board pursuant to Subsection D of this Section.

D. Any Well Owner or Well Operator whose variance has been denied, or granted conditionally, may appeal to the Board, in writing, within fifteen calendar days after any such denial or conditional granting. Such appeal shall specify the grounds upon which it is taken, and shall be accompanied by a filing fee as set from time to time by the Board by resolution. The Clerk of the Board shall set such appeal for hearing at the earliest practicable time, and shall notify the appellant and the Agency, in writing, of the time so set at least five days prior to the hearing. After such hearing, the Board may wholly or partly, maintain, reverse, or modify the order or determination that is subject of the appeal.

E. No Well Owner or Well Operator shall operate or maintain a Well for which a variance has been granted hereunder, or use water therefrom, in violation of any of the terms or conditions of the variance.

#### **SECTION 10. Recovery of Regulatory Program Costs.**

The Agency may, for its own purposes, allocate and recover costs associated with the development, implementation, update, enforcement, and perpetuation of regulatory groundwater management activities on a per-Well basis within Monterey County for the purposes of implementing this Ordinance. Such regulatory fees shall be as established by a resolution of the Board.

#### **SECTION 11. Enforcement and Penalties.**

A. No Well Owner or Well Operator shall operate or maintain a Well, or use water therefrom, in violation of this Ordinance or any resolution adopted in accordance with this Ordinance.

B. Any Well Owner or Well Operator who violates any provision of this Ordinance or any resolution adopted in accordance with this Ordinance is guilty of an infraction.

C. Any violation which occurs or continues to occur from one day to the next shall be deemed a separate violation for each day during which such violation occurs or continues to occur.

D. Any Well Owner or Well Operator who violates any provision of this Ordinance or any resolution adopted in accordance with this Ordinance is guilty of an infraction and shall be assessed: (1) a fine not exceeding one hundred dollars (\$100) for a first violation; (2) a fine not exceeding two hundred dollars (\$200) for a second violation of this Ordinance within one year of the first violation; (3) a fine not exceeding five hundred dollars (\$500) for each additional violation of this Ordinance within one year of the first violation.



E. Any violation of this Ordinance or any resolution adopted in accordance with this Ordinance is hereby declared to be a public nuisance. The Agency may commence civil proceedings to abate such nuisance and seek civil penalties which may be imposed by a court against persons found by the court to have committed the nuisance.

F. Any Well Owner or Well Operator who violates this Ordinance or any resolution adopted in accordance with this Ordinance shall be liable for the cost of enforcement, which shall include, but need not be limited to, the cost of investigation, court costs, attorney's fees, and the cost of monitoring future compliance.

G. The Agency's General Manager is authorized and empowered to enforce the provisions of this Ordinance or any resolution adopted in accordance with this Ordinance. The Agency's General Manager shall first send written notice of a failure to comply by deposit in the United States Mail, in a sealed envelope postage prepaid, addressed to the Well Owner or Well Operator. If such notice to comply is not cured within 15 calendar days, the Agency General Manager shall send written notice of a violation by deposit in the United States Mail, in a sealed envelope postage prepaid, addressed to the Well Owner or Well Operator. Service by mail shall be deemed to have been completed at the time of deposit in the United States Post Office.

H. Any Well Owner or Well Operator who has received notice of violation may appeal to the Board, in writing, within fifteen calendar days after service of the notice of violation. Such appeal shall specify the grounds upon which it is taken, and shall be accompanied by a filing fee as set from time to time by the Board by resolution. The Clerk of the Board shall set such appeal for hearing at the earliest practicable time, and shall notify the appellant and the Agency, in writing, of the time so set at least five days prior to the hearing. After such hearing, the Board may, wholly or partly, maintain, reverse, or modify the notice of violation.

## **SECTION 12. Severability.**

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Agency Board hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

## **SECTION 13. Effective Date.**

This ordinance shall become effective on the thirty-first day following its adoption.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_ 2024, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Glenn Church, Chair  
Monterey County Water Resources Agency Board of  
Supervisors

ATTEST:

VALERIE RALPH  
Clerk of the Board of Supervisors

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

APPROVED AS TO FORM

Kelly L. Donlon  
Assistant County Counsel

DRAFT



# Monterey County Water Resources Agency's Groundwater Monitoring Regulatory Program Policy Manual

[Date of Adoption]

## Section 1 Introduction

This Policy Manual for Groundwater Monitoring Regulatory Programs (“Policy”) is a supplement to Monterey County Water Resources Agency (“Agency”) Ordinance No. XX-XXXX. The purpose of the Policy is to establish guidelines for the types of data collected, the schedule and time frames for data submittals, the geographic applicability of certain programs, and methods and equipment for data collection.

The Policy also establishes the guidelines for data that is requested from the Agency by external entities, in accordance with Ordinance No. XX-XXXX and outlines requirements associated with those requests. The Policy is reviewed regularly and may be updated as the Agency’s or external entity’s needs evolve.

Four Agency groundwater monitoring programs are covered by the Policy: Well Registration, Groundwater Extraction Monitoring, Groundwater Level Monitoring, and Groundwater Quality Monitoring.

## Section 2 Definitions

1. Agency – means the Monterey County Water Resources Agency.
2. Agency Act – means the Monterey County Water Resources Agency Act, California Water Code, Appendix Chapter 52 (Stats. 1990, Chap. 1159).
3. Board – means the Board of Supervisors of the Monterey County Water Resources Agency.
4. County – means the County of Monterey.
5. De minimis extractor – means a person who extracts, for domestic purposes, two acre-feet or less per year (California Water Code section 10721(e)).
6. Human consumption – means the use of water for drinking, bathing or showering, hand washing, food preparation, cooking, or oral hygiene.
7. Local Small Water System – means a system for the provision of water for human consumption through pipes or other constructed conveyances that serves at least two, but not more than four, service connections. It includes any collection, treatment, storage, and

distribution facilities under control of the operator of such system which are used primarily in connection with such system, and any collection or pretreatment storage facilities not under the control of the operator which are used primarily in connection with such system. “Local small water system” does not include two or more service connections on a single lot of record where none of the dwellings are leased, rented, or offered for remuneration.

8. Monterey County – means the geographical area of Monterey County.
9. Public Water System – means a system for the provision of water for human consumption through pipes or other constructed conveyances that has fifteen (15) or more service connections or regularly serves at least twenty-five (25) individuals daily at least sixty (60) days out of the year. A public water system includes any collection, treatment, storage, and distribution facilities under control of the operator of the system that are used primarily in connection with the system; any collection or pretreatment storage facilities not under the control of the operator that are used primarily in connection with the system; and any water system that treats water on behalf of one or more public water systems for the purpose of rendering it safe for human consumption.
10. Reference Point – means the fixed location from which a groundwater level measurement is collected at a well and the elevation of that fixed location.
11. Requesting Entity – means an entity engaged in the management of groundwater resources within Monterey County, either through the monitoring and reporting of groundwater level, usage, and/or quality data; scientific investigations; or in the administration and compliance of a regulatory program(s).
12. Service connection – means a connection to any habitable structure, except a guesthouse, or parcel which uses potable water from a water system for domestic and not agricultural purposes.
13. State Public Water System – means a system for the provision of piped water to the public for human consumption that has at least fifteen but not more than one hundred ninety-nine service connections or regularly serves at least twenty-five individuals at least sixty days out of the year. A small public water system includes “community water system” and “noncommunity water system” as defined in Section 116275(i) and (j), respectively, of the California Health and Safety Code, and “non-transient noncommunity water system” as defined in Section 116275(k) of the California Health and Safety Code, and a “transient-noncommunity water system” as defined in California Health and Safety Code Section 116275(o), as these sections may be amended from time to time.
14. State Small Water System – means a system for the provision of piped water to the public for human consumption that serves at least five, but not more than fourteen (14), service

connections and does not regularly serve drinking water to more than an average of twenty-five (25) individuals daily for more than sixty (60) days out of the year. It includes any collection, treatment, storage, and distribution facilities under control of the operator of such system which are used primarily in connection with such system, and any collection or pretreatment storage facilities not under the control of the operator which are used primarily in connection with such system.

15. Water System – means a system for the provision of piped water to the public for human consumption and includes local water systems, public water systems, State small water systems, and State public water systems.
16. Water Year – means the 12-month period between October 1, of any given year, through September 30, of the following year, as defined by the United States Geological Survey.
17. Well – means any artificial excavation constructed by any method for the purpose of extracting water from, or injecting water into, the underground. “Well” includes abandoned wells, inactive wells, monitoring wells, and observation wells. For the purposes of this Policy Manual, “well” does not include: (1) oil and gas wells, or geothermal wells constructed under the jurisdiction of the Department of Conservation, except those wells converted to use as water wells; (2) wells used for the purpose of dewatering excavation during construction, or stabilizing hillsides or earth embankments; (3) cathodic protection wells; or (4) test wells or dry wells.
18. Well Operator – means a person or entity to whom the rights to occupy and control a property and the use of its resources, including groundwater, have been transferred by the Well Owner.
19. Well Owner – means a landowner or landowners that have the legal right to possess, occupy, and control property and the use of its resources, including groundwater, and bear the ultimate responsibility for any Well subject to this Ordinance.

## Section 3 Well Registration Program

### 3.1 Geographic Extent

The Well Registration Program applies to all wells located in Agency Zone 2C and/or the following subbasins of the Salinas Valley Groundwater Basin: 180/400 Foot Aquifer (3-004.01), East Side Aquifer (3-004.02), Forebay Aquifer (3-004.04), Langley Area (3-004.09), Monterey (3-004.10), and Upper Valley Aquifer (3-004.05). Such geographic locations are depicted in a map attached to this Policy as Attachment A.

### 3.2 General Requirements

Well registration must be completed by submitting the required data to the Agency using the well registration portal available at *[insert link when available]*. Information about and assistance with

completing well registration are available at [insert URL when available] or by contacting the Agency at 831-755-4860.

### 3.3 Data Requirements

The following data must be submitted to the Agency when a well is initially registered and must be updated by contacting the Agency when any changes occur.

1. Well owner name, address, phone number, and email address.
2. Well operator name, address, phone number, and email address.
3. Water system name, if applicable.
4. Number of connections to water system, if applicable.
5. Geographic coordinates of the well location collected via GPS, with accuracy within 20 feet. Note that GPS-enabled smartphones are typically accurate to within a 16-foot radius under open sky ([www.gps.gov](http://www.gps.gov)).
6. Scaled map showing the well location and the area served water from the well, with relevant geographic features and landmarks labeled (e.g., roads, intersections).
7. Well name (owner-given well identification).
8. Well construction details including all the following information:
  - a. Date of construction
  - b. Drilling method
  - c. Total well depth
  - d. Perforation/screen interval(s)
  - e. Annular seal depth
  - f. Casing diameter
  - g. Casing material
  - h. Depth of pump
  - i. Pump motor horsepower
  - j. Discharge pipe diameter
9. Use category(ies) for which water from the well will be used (e.g., domestic, municipal, agriculture).
10. Status of the well (active, standby, or inactive).
11. Number of existing and anticipated service connections.
12. Description of water quantity measuring device(s) on the well.
13. Description of each water quantity measuring device on all service connections receiving water from the facility.
14. Electrical meter service numbers and plant numbers for each well having such a number.
15. Copy of the Well Completion Report.
16. Copy of the County of Monterey well construction permit that was issued for the well, and any other related County well permits.
17. Copy of any borehole geophysical logs collected during the well drilling.
18. Copy of any pump testing data obtained during well drilling and development.

## Section 4 Groundwater Extraction Monitoring Program

### 4.1 Geographic Extent

The Groundwater Extraction Monitoring Program applies to non-*de minimis* extractors located in Agency Zone 2C and/or the following subbasins of the Salinas Valley Groundwater Basin: 180/400 Foot Aquifer (3-004.01), East Side Aquifer (3-004.02), Forebay Aquifer (3-004.04), Langley Area (3-004.09), Monterey (3-004.10), and Upper Valley Aquifer (3-004.05). Such geographic locations are depicted in a map attached to this Policy as Attachment A.

### 5.2 General Requirements

1. Groundwater extraction data are required from all non-*de minimis* users i.e., wells pumping more than 2 acre-feet per year (AF/yr.) for domestic use.
2. Groundwater extraction data must be collected on a monthly basis for each Water Year (i.e., October 1 through September 30).
3. Monthly totals of groundwater extracted must be reported to the Agency no later than November 1 for the prior Water Year.
4. Data that are reported to the State Water Resources Control Board Electronic Water Rights Management System (eWRIMS) must also be reported to the Agency and be identified as being reported to both entities.
5. Measuring devices required by this Policy Manual must be purchased, installed, and maintained by the well owner or operator.

### 5.3 Data Collecting and Reporting

1. Well owners or operators must collect and maintain monthly records of groundwater extraction volumes and cumulative totals including:
  - a. Quantity of water produced by each well.
  - b. Quantity of water produced for each use type.
  - c. Quantity of water delivered through each service connection.
2. Annual reporting submitted to the Agency must specify the type of approved measuring equipment that was used to collect data at each well. Currently approved measuring equipment includes all of the following: flow meter, electrical meter, or hour meter. Additional types of measuring equipment may be considered and approved for use in the future.
  - a. Annual reporting occurs online through an application maintained by the Agency at [https://apps.co.monterey.ca.us/wra\\_gems/](https://apps.co.monterey.ca.us/wra_gems/).
  - b. Information about how to use the application is available at <https://www.countyofmonterey.gov/government/government-links/water-resources-agency/programs/groundwater-extractions-gems>.
3. Well owners or operators using the flow meter method must abide by the following:

- a. Flow meters must be tested annually by an Agency-recognized protocol and calibrated to comply with applicable Agency specifications in (b) and (c) below. Upon completion of the annual test, a copy of the test report including the flowmeter reading must be submitted to the Agency.
  - b. Flow meters must be installed within a segment of straight horizontally positioned pipe equal in length to at least 15 times the pipe diameter. Within this straight section, there must be at least 13 times the pipe diameter upstream of the meter and 2 pipe diameters downstream. The meter must be located upstream of any junction, tap, or other water diversion point.
  - c. Flow meters must come from the manufacturer with a provable accuracy of  $\pm 2\%$ . Flow meters must read within  $\pm 5\%$  at all times after installation.
  - d. Reported data must include monthly readings from the flow meter and associated meter number.
6. Well owners or operators using the electrical meter method must abide by all of the following:
- a. Quantities of water must be reported based on calculations using accurate electrical bills, data from pump efficiency tests, and formulas that are approved by the Agency.
  - b. Electrical bills must be based on electrical meters on the well. The well's use of electricity must be the only electrical use measured by the electrical meter.
  - c. Reported data must show the kilowatt hours used each month by each well.
  - d. A pump efficiency test must be completed annually. The test must be a three-point efficiency test which evaluates three discharge pressures and is obtained during the period from March through June. Upon completion of the test, the tester must submit to the Agency a report of the testing that includes the electrical meter reading on the date of the test. The pump efficiency test report must be submitted to the Agency no later than October 31 of the year in which it was conducted.
  - e. Reporting party must submit all computations necessary to show the quantity of water used, including the raw data, the computation itself, and the result as prescribed by the Agency.
7. Well owners or operators using the hour meter method must abide by all of the following:
- a. Quantities of water must be reported based on calculations using readings from hour meters, discharge rates from pump efficiency tests, and formulas approved by the Agency.

- b. Hour meters must be accurate to within 2% of correct time.
- c. Information showing the total number of hours each facility was operated in each month must be submitted to the Agency.
- d. A pump efficiency test must be completed annually. The test must be a three-point efficiency test which evaluates three discharge pressures and is obtained during the period from March through June. Upon completion of the test, the tester must submit to the Agency a report of the testing that includes the hour meter reading on the date of the test and discharge rates determined pursuant to the test.
- e. Reporting party must submit all computations necessary to show the quantity of water used, including the raw data, the computation itself, and the result as prescribed by the Agency.

## Section 6 Groundwater Level Monitoring Program

### 6.1 Geographic Extent

The Agency monitors groundwater levels throughout Monterey County, primarily within the Salinas Valley Groundwater Basin, but also in areas of Lockwood Valley (Attachment B).

### 6.2 Record Keeping

Wells that are part of the Agency's groundwater level monitoring network are required to be registered, per the criteria described in Section 3 of this Policy. In addition to the data requirements therein, the Agency will collect data regarding the Reference Point elevation of the well.

The Agency may install a well data tag at the well site to indicate that the well is part of a monitoring program. The well data tag will be labeled with the site's State Well Identification Number.

### 6.3 Data Collection

The Agency measures groundwater levels on a monthly basis at some well sites and annually at other well sites. The Agency adheres to the following field methods and data management practices.

#### 6.3.1 Field Methods

Groundwater level data collected from wells is intended to reflect static (i.e., non-pumping) groundwater conditions. Best efforts are made to ensure that wells are not pumping and have not recently been pumped prior to collecting a groundwater level data point. Depth to water measurements are made using one or more of the methods discussed in the following sections. The Agency's groundwater level data collection methodology is based on the standardized *Groundwater Technical Procedures of the U.S. Geological Survey* (2011) available at

<https://pubs.usgs.gov/tm/1a1/> and the State of California Department of Water Resources *Groundwater Elevation Guidelines* (2010).

#### *6.3.1.1 Graduated Steel Tape*

The following steps must be completed prior to taking a measurement:

- Ensure that the reference point on the well can be clearly determined. Check notes in the field data collection notebook or application.
- Review the notes and comments associated with previous measurements to determine if there are any unique circumstances at the well.
- Take note of whether oil has previously been present at the well. This will be recorded in the comments section of the data collection form.
- Evaluate the well and surrounding area to determine if the well may have recently been operating.

To collect a measurement:

- Use the previous depth to water measurement to estimate a length of tape that will be needed.
- Lower the tape into the well, feeling for a change in the weight of the tape, which typically indicates that either (a) the tap has reached the water surface or (b) the tape is sticking to the side of the well.
- Continue lowering the tape into the well until the next whole foot mark is at the reference point. This value on the tape should be recorded in the field data collection notebook or application.
- Bring the tape to the surface and record the number of the wetted interval to the nearest foot.
- In an oil layer is present, read the tape at the top of the oil mark to the nearest foot. Note in the comments section of the data form that oil was present.
- Repeat this procedure a second time and note any differences in measurement in the field data collection notebook or application. If needed, repeat additional times until two consistent depth readings are obtained.
- After completing the measurement, disinfect and rinse the part of the tape that was submerged below the water surface.

#### *6.3.1.2 Electric water level meter*

This method of measurement employs a battery-powered water level meter and a small probe attached to a ruled length of cable. Depth to water measurements collected using this equipment are recorded to the nearest tenth of an inch. This instrument is sometimes referred to as a “sounder.”

The following steps must be completed prior to taking a measurement:

- Review the field data sheet for the well and note whether oil has been present at this well in the past. The electric water level meter should not be used in wells where oil is present.



- Ensure that the reference point on the well can be clearly determined. Check notes in the field data collection notebook.
- Confirm that the water level meter is functioning and is turned on so that the beeping indicator will operate properly.

To collect a measurement:

- Review previous depth to water measurements for the well to estimate the length of tape that will be needed.
- Lower the electrode into the well until the indicator sounds, showing the probe is in contact with the water surface.
- Place the tape against the reference point and read the depth to water to the nearest 0.1 foot. Record this value on the field data sheet.
- Make a second measurement and note any differences in measurement in the field data collection notebook or application. If needed, repeat additional times until two consistent depth readings are obtained.
- After completing the measurement, disinfect and rinse the part of the tape that was submerged below the water surface.

#### *6.3.1.3 Sonic water level meter*

This meter uses sound waves to measure the depth to water in a well. The meter must be adjusted to the air temperature outside the well. There is a card with reference temperatures in the case with the sonic meter.

Making a measurement:

- Insert the meter probe into the access port and push the power-on switch. Record the depth from the readout.
- Record the depth to water measurement in the field data collection notebook or application.
- No disinfection of the instrument is required because it does not come into contact with the water surface.

#### *6.3.1.4 Pressure transducer*

Automated water-level measurements are made with a pressure transducer attached to a data logger. Pressure transducers are lowered to a depth below the water level in the well and fastened to the well head at a reference point. Data points are logged on an hourly basis.

The Agency uses factory-calibrated, vented pressure transducers; the specific model and cable length is customized for each well. A desiccant is also used to avoid damage to the equipment from moisture.

Agency staff collects the pressure transducer data once per quarter. During the data collection process, data loggers are stopped, and the data is downloaded onto a laptop, and then the data logger is reactivated and scheduled to begin collecting data again on the next hour.

## Section 7 Groundwater Quality Monitoring Program

### 7.1 Geographic Extent

The Agency monitors groundwater quality in the coastal region of the Salinas Valley Groundwater Basin and at selected monitoring wells in the Forebay Aquifer (3-004.04), Upper Valley Aquifer (3-004.05) Subbasins (Attachment C).

### 7.2 Record Keeping

Wells that are part of the Agency's groundwater level monitoring network are required to be registered, per the criteria described in Section 3 of this Policy.

### 7.3 Data Collection

The Agency collects groundwater quality samples twice per year from wells in the groundwater quality monitoring program. Additional samples may be collected as needed for special projects or to meet the needs of a Requesting Entity.

Field blanks and field duplicates are collected as part of the groundwater quality monitoring program to evaluate the sample collection process for contamination from exposure to ambient conditions, sample containers, or improper sampling and handling techniques. Field blank samples are obtained by pouring deionized (DI) water acquired from the Monterey County Consolidated Chemistry Laboratory into a sample container that has been triple-rinsed with DI water at the sampling location. If target analytes are identified in field blanks, sampling and handling procedures will be reevaluated and corrective actions, consisting of but not limited to re-training of field personnel, contact with the laboratory, invalidation, or qualifying of results, will be taken.

Field duplicates are collected and analyzed for the same analytical parameters as the native samples. The duplicate sample will be collected immediately after collection of the native sample, following the same sampling protocols.

#### 7.3.1 Groundwater Quality Sample Identification and Handling

Sample containers are high density polyethylene (HDPE), 0.25-gallon (approximately 1 liter) size for complete mineral analysis. Sample containers and caps are purchased in bulk and the caps for the containers are packaged separately. Sterility of the sample containers is not of importance because samples are not analyzed for microbiological testing. No chemical field preservation of the samples is required.

Sample containers are labeled with pre-printed labels. The collection date, collection time, and sampler name are recorded in the field with an indelible marker.

All samples are handled, prepared, transported, and stored in a manner so as to minimize contamination and spills. After collection, samples caps are checked for tightness, and the samples are immediately placed in an ice chest. During travel between sites, ice chest lids are kept tightly closed. Blue ice packs are used in sufficient quantity so that all samples are stored at  $4\pm 2^{\circ}\text{C}$ .

Chain-of-custody (COC) forms are provided by the Monterey County Consolidated Chemistry Laboratory and filled out by field personnel while in the field. The COC accompanies the samples at all times in order to ensure the custodial integrity of the samples. The COC form includes the sample site, which is identified by State Well Identification Number or Quality Control sample, if appropriate.

Upon relinquishing the sample(s) to the Monterey County Consolidated Chemistry Laboratory, the sampler signs and dates the COC form. Lab personnel will then receive the sample(s), check the temperature, mark the date and time received, assign unique lab identification numbers (lab IDs) to each sample, and sign the COC form. The signed COC form is copied; the lab keeps the original and a copy is given to the sampler. Hard copies of COC forms are maintained by Agency for a period of ten years.

### 7.3.2 Analytical Methods

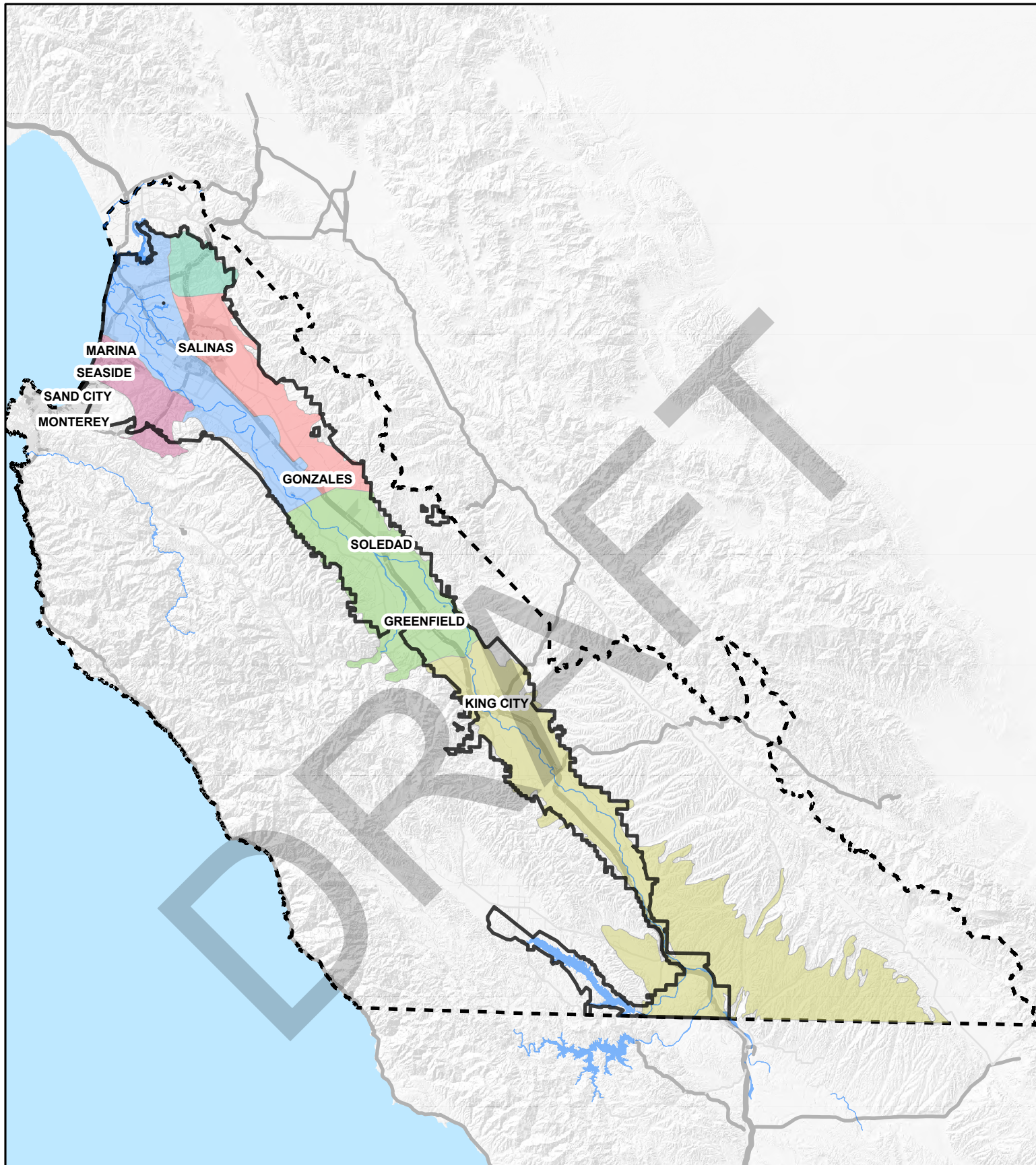
Groundwater samples, including field blanks and field duplicates, are analyzed for an “Ag Waiver Panel” consisting of the following analytes: calcium, cation-anion balance, chloride, conductivity, magnesium, nitrate, pH, potassium, sodium, sulfate, total alkalinity, and total dissolved solids.

Samples are analyzed at the Monterey County Consolidated Chemistry Laboratory, which is part of the Monterey County Health Department and holds Certification Number 1395 from the Environmental Laboratory Accreditation Program (ELAP). ELAP is part of the Division of Drinking Water at the State Water Resources Control Board.

DRAFT

**ATTACHMENT A**





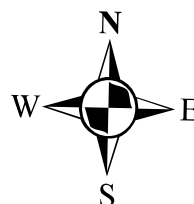
## MCWRA Zone 2C and Salinas Valley Basin subbasins

### Legend

Zone 2C

#### Salinas Valley Basin Subbasins

- Langley Subbasin
- Monterey Subbasin
- 180/400 Subbasin
- East Side Subbasin
- Forebay Subbasin
- Upper Valley Subbasin



0 5 10  
Miles

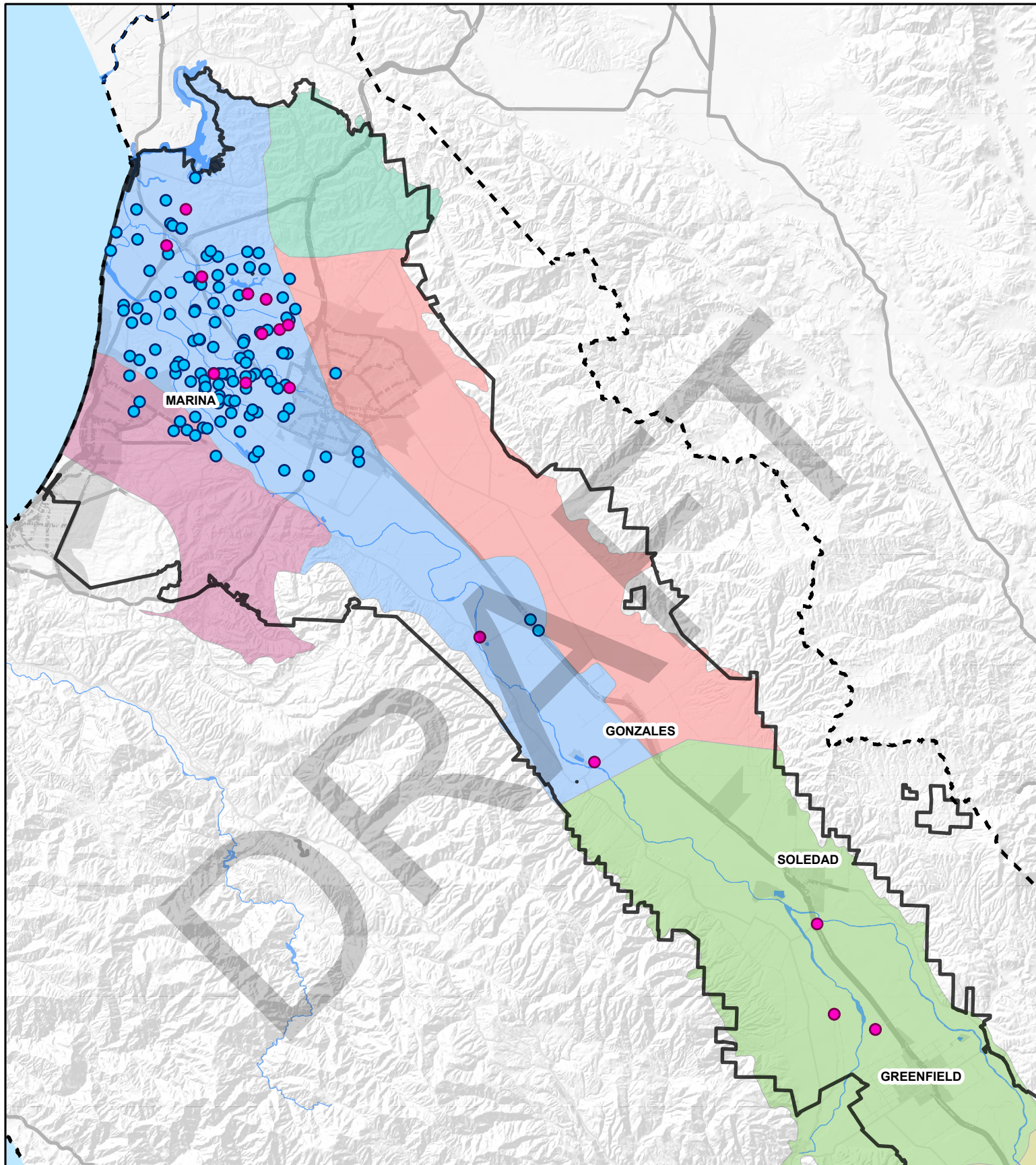


Monterey County  
Water Resources Agency  
Date : 7/9/2024

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**ATTACHMENT B**





## Groundwater Quality Monitoring Program wells

### Legend

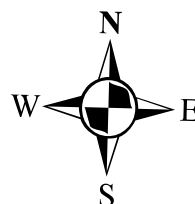
#### Water Quality Program Wells

- Coastal
- Dedicated Monitoring Wells

Zone 2C

#### Salinas Valley Basin Subbasins

- Langley Subbasin
- Monterey Subbasin
- 180/400 Subbasin
- East Side Subbasin
- Forebay Subbasin
- Upper Valley Subbasin



0 2.25 4.5  
Miles



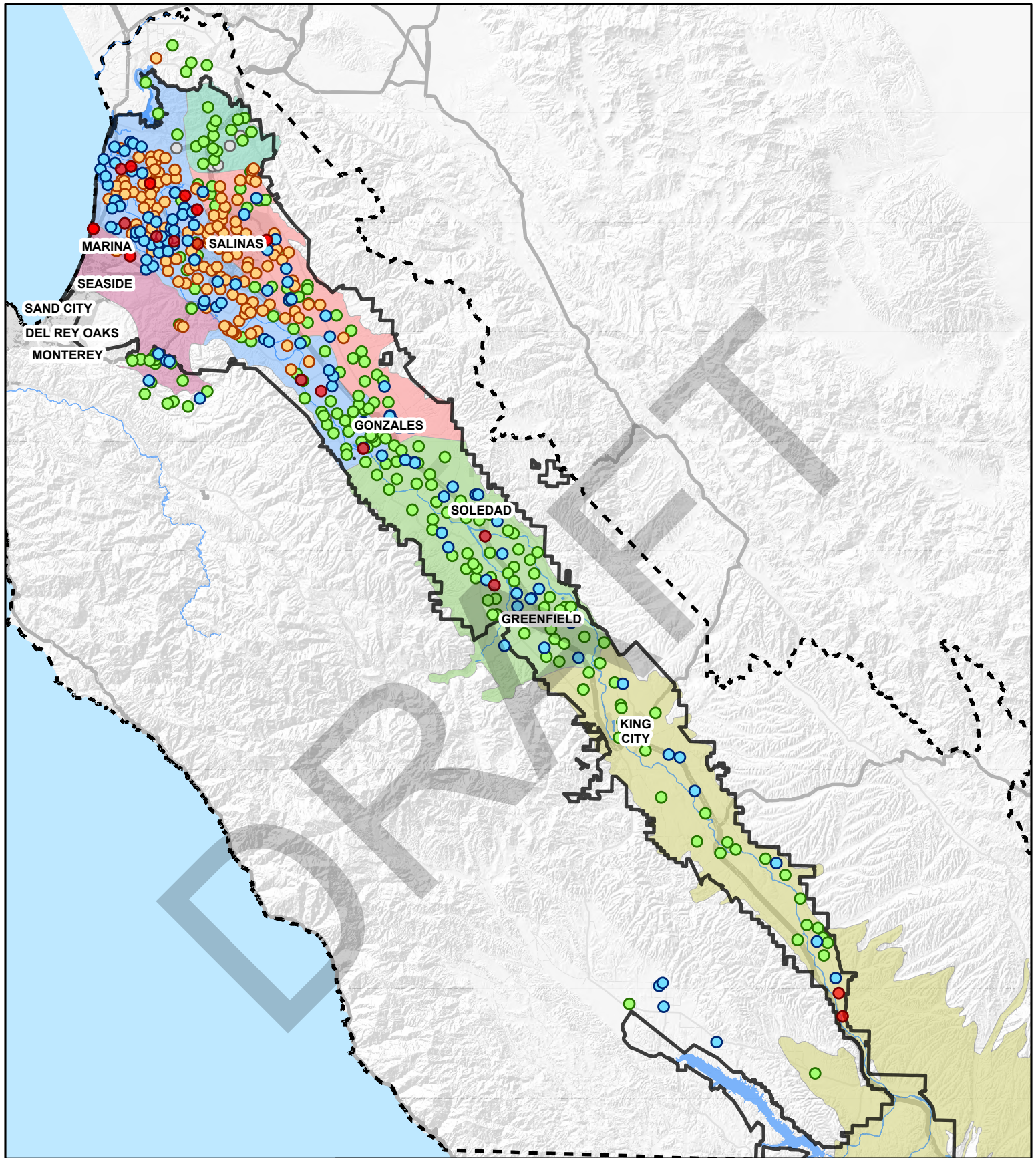
Monterey County  
Water Resources Agency

Date : 7/9/2024

DRAFT

**ATTACHMENT C**





## Groundwater Level Monitoring Program wells

### Legend

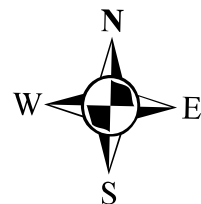
#### Water Level Program Wells

- Transduced Wells
- Monthly
- August Trough
- Annuals
- Other

Zone 2C

#### Salinas Valley Basin Subbasins

- Langley Subbasin
- Monterey Subbasin
- 180/400 Subbasin
- East Side Subbasin
- Forebay Subbasin
- Upper Valley Subbasin



0 4.25 8.5  
Miles



Monterey County  
Water Resources Agency

Date : 7/9/2024



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

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

**RECEIVE AN UPDATE ON THE DEVELOPMENT OF A )  
GROUNDWATER MONITORING REGULATORY PROGRAM )  
AND FEE AND; RECEIVE AN UPDATE ON THE )  
GROUNDWATER EXTRACTION MANAGEMENT SYSTEM )  
EXPANSION DRAFT ORDINANCE AND; PROVIDE DIRECTION )  
TO STAFF AS APPROPRIATE. )**

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

1. Receives an update on the development of a Groundwater Monitoring Regulatory Program and Fee and;
2. Receives an update on the Groundwater Extraction Management System expansion draft ordinance and;
3. Provides direction to staff as appropriate.

PASSED AND ADOPTED on this **15th** day of **July 2024**, by the following vote, to-wit:

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

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



# County of Monterey

## Item No.10

### Board Report

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

**Legistar File Number: WRAG 24-110**

**July 15, 2024**

**Introduced:** 7/8/2024

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

July, August and September 2024 Calendars.

# July 2024

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

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jun 30	Jul 1	2	3 10:00am Planning Committee-2024-7 ( <a href="https://montereycty.zoom.us/j/95511982423?pwd=VE1nM0xuQXNhK3lyVnBBOGxjVlQy">https://montereycty.zoom.us/j/95511982423?pwd=VE1nM0xuQXNhK3lyVnBBOGxjVlQy</a> )	4	5 8:30am Personnel & Administration Committee-2024-7 ( <a href="https://montereycty.zoom.us/j/91370408511?pwd=eS9yak1IRnR">https://montereycty.zoom.us/j/91370408511?pwd=eS9yak1IRnR</a> )	6
7	8	9 8:30am Grazing Lease Meeting (194-Thyme; <a href="https://montereycty.zoom.us/j/91859666860?pwd=rjG4aV0pddq1Ta6T8SS2B9tGnfPYP">https://montereycty.zoom.us/j/91859666860?pwd=rjG4aV0pddq1Ta6T8SS2B9tGnfPYP</a> )	10 8:30am Basin Management Advisory Committee Meeting ( <a href="https://montereycty.zoom.us/s/992162627">https://montereycty.zoom.us/s/992162627</a> )	11	12	13
14	15 Board of Directors Meeting - 930-Board of Directors 12:00pm Board of Directors Meeting-2022-3	16	17	18 8:30am All Hands Meeting ( <a href="https://montereycty.zoom.us/j/92085702216?pwd=RzQ0R1RNaU">https://montereycty.zoom.us/j/92085702216?pwd=RzQ0R1RNaU</a> ) 8:30am Canceled: All Hands Meeting ( <a href="https://montereycty.zoom.us/j/92085702216?pwd=RzQ0R1RNaU">https://montereycty.zoom.us/j/92085702216?pwd=RzQ0R1RNaU</a> )	19	20
21	22	23	24 12:00pm Webinar: Employee Resource Groups + Panel ( <a href="https://montereycty.zoom.us/j/95984874207?pwd=GufcZqBpUT">https://montereycty.zoom.us/j/95984874207?pwd=GufcZqBpUT</a> )	25 1:30pm Reservoir Operations Advisory Committee - 2024 ( <a href="https://montereycty.zoom.us/j/92085702216?pwd=RzQ0R1RNaU">https://montereycty.zoom.us/j/92085702216?pwd=RzQ0R1RNaU</a> )	26	27
28	29	30	31	Aug 1	2	3



# August 2024

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jul 28	29	30	31	Aug 1	2 <div>8:30am Personnel &amp; Administration Committee-2023-11</div> <div>10:00am Finance Committee-2023-11 (<a href="https://montereycty.z">https://montereycty.z</a></div>	3
4	5	6	7 <div>8:30am Basin Management Advisory Committee -</div> <div>10:00am Planning Committee-2023-12 (<a href="https://montereycty.z">https://montereycty.z</a></div>	8	9	10
11	12	13	14	15 <div>8:30am Canceled: All Hands Meeting (<a href="https://montereycty.z">https://montereycty.z</a></div> <div>10:30am Joint Water Resources/Board of Supervisors</div>	16	17
18	19 <div>Board of Directors Meeting - 930-Board of Directors</div> <div>12:00pm Board of Directors Meeting-2022-3</div>	20	21	22 <div>8:30am All Hands Meeting (<a href="https://montereycty.z">https://montereycty.z</a>oom.us/j/91898667535) - Gonzales, Eva</div>	23	24
25	26	27	28	29 <div>1:30pm Reservoir Operations Advisory Committee - 2024 (<a href="https://montereycty.z">https://montereycty.z</a>oom.us/j/92085702216?pwd=RzQ0R1RNaU</div>	30	31

# September 2024

September 2024							October 2024						
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
8	9	10	11	12	13	14	6	7	8	9	10	11	12
15	16	17	18	19	20	21	13	14	15	16	17	18	19
22	23	24	25	26	27	28	20	21	22	23	24	25	26
29	30						27	28	29	30	31		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Sep 1	2	3	4 8:30am Basin Management Advisory Committee - 10:00am Planning Committee-2023-12 (https://montereycty.z	5	6 8:30am Personnel & Administration Committee-2023-11 10:00am Finance Committee-2023-11 (https://montereycty.z	7
8	9	10	11	12	13	14
15	16 Board of Directors Meeting - 930-Board of Directors 12:00pm Board of Directors Meeting-2022-3	17	18	19 8:30am All Hands Meeting (https://montereycty.z 8:30am Canceled: All Hands Meeting (https://montereycty.z	20	21
22	23	24	25	26 1:30pm Reservoir Operations Advisory Committee - 2024 (https://montereycty.z oom.us/j/9208570221 6?pwd=RzQ0R1RNaU	27	28
29	30	Oct 1	2	3	4	5



# 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 24-111**

**July 15, 2024**

**Introduced:** 7/8/2024

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

- Personnel
- Dam Safety Funding
- Monterey One Water Reconciliation
- Association of California Water Agencies
- Regulatory/Legislative Activities
- Other



# 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 24-112**

**July 15, 2024**

**Introduced:** 7/8/2024

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

#### Committee Agenda's and Cancellation Notices for June and July 2024:

- Water Resources Agency Reservoir Operations Advisory Committee
- Water Resources Agency Basin Management Advisory Reschedule Notice
- Water Resources Agency Basin Management Advisory Committee
- Water Resources Agency Planning Committee
- Water Resources Personnel and Administration Committee Cancellation Notice
- Water Resources Agency Finance Committee Cancellation Notice
- Joint Water Resources/Board of Supervisors Leadership Committee Cancellation Notice



# County of Monterey

*Cayenne Room  
1441 Schilling Place 1st Floor  
Salinas, CA 93901*



## Meeting Agenda

**Thursday, June 27, 2024**

**1:30 PM**

### **Water Resources Agency Reservoir Operations**

#### **Advisory Committee**

*John Baillie, Chair*

*Ken Ekelund*

*Mark Gonzalez*

*Matthew Simis*

*Jon Anthony*

*Bill Lipe*

*Anna McKenna*

*Layla Decker*

*Richard Ortiz*

*Vacancy (3)*

*Eric Morgan*

*Marc Kelley*

*Doug Scattini*

*Zach Barnes*

*Steve Blois*

To participate in this Reservoir Operations Advisory Committee meeting, the public is invited to observe and address the Committee telephonically or electronically. Instructions for public participation are below:

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

<https://montereycty.zoom.us/j/92085702216>

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

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US

+1 301 715 8592 US

Enter this Meeting ID number: 920 8570 2216 PASSWORD 877574 when prompted. Please note there is no Participant Code, you will just hit # again after the recording prompts you.

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

2. If you wish to comment on a specific agenda item while the matter is being heard, you may participate by the following means:

When the Chair calls for public comment on an agenda item, the Zoom Meeting Host, or his or her designee, will first ascertain who wants to comment (among those who are in the meeting electronically or telephonically) and will then call on speakers and unmute their device one at a time. Public speakers may be broadcast in audio form only.

3. If you wish to comment on a particular agenda item, please submit your comments in writing via email to Monterey County Water Resources Agency at [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov) by 5:00 p.m. on the Wednesday prior to the Committee meeting. To assist Agency staff in identifying the agenda item to which the comment relates please indicate the Reservoir Operations Advisory Committee meeting date and agenda number in the subject line. Comments received by the 5:00 p.m. Wednesday deadline will be distributed to the Committee and will be placed in the record.

4. If you wish to make either a general public comment for items not on the day's agenda or to comment on a specific agenda item as it is being heard, please submit your comment, limited to 250 words or less, to the Monterey County Water Resources Agency at [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov). In an effort to assist Agency staff in identifying the agenda item relating to your public comment please indicate in the subject line, the meeting body (i.e. Reservoir Operations Advisory Committee) and item number (i.e. Item No. 10). Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations. Comments received after an agenda item will be made part of the record if received prior

to the end of the meeting.

5. If speakers or other members of the public have documents they wish to distribute to the Committee for an agenda item, they are encouraged to submit such documents by 5:00 p.m. on Wednesday before the meeting to: [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov). To assist Agency staff in identifying the agenda item to which the comment relates, the public is requested to indicate the Reservoir Operations Advisory Committee date and agenda number in the subject line.

6. If members of the public want to present documents/Power Point presentations while speaking, they should submit the document electronically by 5:00 p.m. on Wednesday before the meeting at [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov). (If submitted after that deadline, staff will make best efforts, but cannot guarantee, to make it available to present during the Committee meeting.)

7. Individuals with disabilities who desire to request a reasonable accommodation or modification to observe or participate in the meeting may make such request by sending an email to [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov). The request should be made no later than noon on the Wednesday prior to the Committee meeting in order to provide time for the Agency to address the request.

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

Para participar en esta reunión del Comité Asesor de la Operación de Embalses, el público están invitados a observar y dirigirse al Comité telefónicamente o por vía electrónica. Las instrucciones para la participación pública están a continuación:

1. El público puede observar la reunión ZOOM a través de computadora haciendo clic en el siguiente enlace: <https://montereycty.zoom.us/j/92085702216>

O el público puede escuchar a través del teléfono llamando al:

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

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+1 253 215 8782 US

+1 301 715 8592 US

Cuando se le solicite el código de acceso para entrar a la reunión, presione los siguientes números: 920 8570 2216 PASSWORD 877574 Tenga en cuenta que no hay un Código de participante, simplemente presionará # nuevamente después de que la grabación lo solicite. Se le colocará en la reunión como asistente; cuando esté listo para hacer un comentario público si se une al audio de la computadora, levante la mano; y por teléfono presione \* 9 en su teclado.

2. Los miembros del público que desean comentar en un artículo específico de la agenda, mientras que el artículo se este presentando durante la reunión, pueden participar por cualquiera de los siguientes medios:

Cuando el Presidente del Comité solicite comentarios públicos sobre un artículo de la agenda, el anfitrión de la reunión Zoom o su designado, primero determinará quién quiere testificar (entre los que están en la reunión por vía electrónica o telefónica) y luego llamará a los oradores (speakers) y activará la bocina para el orador, uno a la vez. Todo orador, será transmitido por audio en altavoz solamente.

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

4. Los miembros del público que deseen hacer un comentario público general para temas que no están en la agenda del día o que deseen comentar en un artículo específico mientras se escucha la presentación, lo pueden hacer enviando un comentario por correo electrónico, preferiblemente limitado a 250 palabras o menos, a [WRAPublicComment@countyofmonterey.gov](mailto:WRAPublicComment@countyofmonterey.gov). Para ayudar al personal de la Agencia a identificar el artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique el nombre del Comité (por ejemplo: Comité Asesor de la Operación de Embalses) y el número del artículo de la agenda (por ejemplo: Artículo # 10). Se hará todo lo posible para leer el comentario en el registro, pero algunos comentarios pueden no leerse en voz alta debido a limitaciones de tiempo. Los comentarios recibidos después del cierre del período de comentarios públicos sobre un artículo de la agenda serán parte del registro si se reciben antes que termine la reunión del Comité.

5. Si los oradores u otros miembros del público tienen documentos que desean distribuir al Comité para un artículo de la agenda, se les recomienda enviar dichos documentos antes de las 5:00 P.M. el Miércoles antes de la reunión a: [WRAPublicComment@countyofmonterey.gov](mailto:WRAPublicComment@countyofmonterey.gov). Para ayudar al personal de la Agencia a identificar el número del artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique la fecha de la reunion del Comité y el número de agenda en la línea de asunto.

6. Si los miembros del público desean presentar documentos o presentaciones de PowerPoint mientras hablan, deben enviar el documento electrónicamente antes de las 5:00 P.M. del Miércoles antes de la reunión a [WRAPublicComment@countyofmonterey.gov](mailto:WRAPublicComment@countyofmonterey.gov) (Si se presenta después de ese plazo, el personal hará los mejores esfuerzos, pero no puede garantizar que esté disponible su PowerPoint para presentar durante la reunión del Comité).

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

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

### Call to Order

### Roll Call

### Public Comment

### Committee Member Comments

### Consent Calendar

1. Approve the Minutes of the Reservoir Operations Advisory Committee held on May 30, 2024.

Attachments: [Draft ResOps Minutes May 30, 2024](#)

### Staff Reports

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

Attachments: [Reservoir Storage Release Update](#)  
[Reservoir Storage and Release Update Slides](#)

3. Update on San Antonio Spillway Replacement Project: Alternatives Analysis (Staff Presenting; Elise Ramirez)

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

**Status Reports**

- 5.
- Reservoir Recreation by Concessionaire and Parks Department
  - County of San Luis Obispo Activities
  - National Marine Fisheries Service
  - Quagga Mussel Update

**Calendar**

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

**Adjournment**



WATER RESOURCES AGENCY

# MEMORANDUM

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Monterey County

DATE: June 25, 2024

## **PUBLIC MEETING CANCELLATION NOTICE**

**THE BASIN MANAGEMENT ADVISORY  
COMMITTEE MEETING SCHEDULED FOR  
WEDNESDAY JULY 3, 2024 @ 8:30 AM  
HAS BEEN CANCELLED.**

**THE NEXT MEETING IS RESCHEDULED FOR  
WEDNESDAY JULY 10, 2024 @ 8:30 AM**

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

# County of Monterey

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



## Meeting Agenda

**Wednesday, July 10, 2024**

**8:30 AM**

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

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



To participate in this Basin Management Advisory Committee meeting through the following methods:

1. You may attend in person,

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

<https://montereycty.zoom.us/j/99216262785>

OR to participate by phone call any of these numbers below: +1 669 219 2599 US (San Jose)

+1 621 255 3711 US (Houston)

+1 621 255 3711 US (Chicago)

+1 621 255 37 11 US (New York)

+1 213 338 8477 US +1 669 219 2599 US + 1 669 900 6833 US + 1 929 205 6099 US

Enter this Meeting ID number: 992 1626 2785 PASSWORD: 212734 when prompted. Please note there is no Participant Code, you will just hit # again after the recording prompts you. You will be placed in the meeting as an attendee; when you are ready to make a public comment, if joined by computer audio, please Raise your Hand; and by phone, please push \*9 on your keypad.

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

3. If you wish to comment on a specific agenda item while the matter is being heard, you may participate by the following means: When the Chair calls for public comment on an agenda item, the Zoom Meeting Host, or his or her designee, will first ascertain who wants to comment (among those who are in the meeting electronically or telephonically) and will then call on speakers and un mute their device one at a time. Public speakers may be broadcast in audio form only.

4. If you wish to comment on a particular agenda item, please submit your comments in writing via email to Monterey County Water Resources Agency at [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov) by

5:00 p.m. on the Tuesday prior to the Committee meeting. To assist Agency staff in identifying the agenda item to which the comment relates please indicate the Basin Management Advisory Committee meeting date and agenda number in the subject line. Comments received by the 5:00 p.m. Tuesday deadline will be distributed to the Committee and will be placed in the record.

5. If you wish to make either a general public comment for items not on the day's agenda or to comment on a specific agenda item as it is being heard, please submit your comment, limited to 250 words or less, to the Monterey County Water Resources Agency at [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov). In an effort to assist Agency staff in identifying the

agenda item relating to your public comment please indicate in the subject line, the meeting body (i.e. Basin Management Advisory Committee) and item number (i.e. Item No. 10). Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations. Comments received after an agenda item will be made part of the record if received prior to the end of the meeting.

6. If speakers or other members of the public have documents they wish to distribute to the Committee for an agenda item, they are encouraged to submit such documents by 5:00 p.m. on Tuesday before the meeting to: [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov). To assist Agency staff in identifying the agenda item to which the comment relates, the public is requested to indicate the Basin Management Advisory Committee date and agenda number in the subject line.

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

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

1. Podar asistir personalmente a la reunion; o,

2. El público puede observar la reunión ZOOM a través de computadora haciendo clic en el siguiente enlace: <https://montereycty.zoom.us/j/99216262785>

O el público puede escuchar a través del teléfono llamando al:

+1 669 219 2599 US (San Jose)

+1 162 255 3711 US (Houston)

+1 162 255 3711 US (Chicago)

+1 213 338 8477 US (Los Angeles)

+1 669 219 2599 US

+1 669 900 6833 US

Cuando se le solicite el código de acceso para entrar a la reunión, presione los siguientes números: 992 1626 2785 PASSWORD: 212734. Tenga en cuenta que no hay un Código de participante, simplemente presionará # nuevamente después de que la grabación lo solicite. Se le colocará en la reunión como asistente; cuando esté listo para hacer un comentario público si se une al audio de la computadora, levante la mano; y por teléfono presione \* 9 en su teclado.

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

3. Los miembros del público que desean comentar en un artículo específico de la agenda, mientras que el artículo se este presentando durante la reunión, pueden participar por cualquiera de los siguientes medios: Cuando el Presidente del Comité solicite comentarios públicos sobre un artículo de la agenda, el anfitrión de la reunión Zoom o su designado, primero determinará quién quiere testificar (entre los que están en la reunión por vía electrónica o telefónica) y luego llamará a los oradores (speakers) y activará la bocina para el orador, uno a la vez. Todo orador, será transmitido por audio en altavoz solamente.

4. Si un miembro del público desea comentar sobre un artículo de la agenda en particular, se le es sumamente recomendable que envíe sus comentarios por escrito por correo electrónico a la Agencia de Administración de Recursos del Agua (Agencia) a [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov) antes

de las 5:00 P. M. el Martes antes de la reunión del Comité. Para ayudar al personal de la Agencia a identificar el número del artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique la fecha de la reunión del Comité y el número del artículo de la agenda en la línea de asunto. Comentarios recibidos en la fecha límite del Martes a las 5 P.M, serán distribuidos al Comité y serán colocados en el registro.

5. Los miembros del público que deseen hacer un comentario público general para temas que no están en la agenda del día o que deseen comentar en un artículo específico mientras se escucha la presentación, lo pueden hacer enviando un comentario por correo electrónico, preferiblemente limitado a 250 palabras o menos, a [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov). Para ayudar al personal de la Agencia a identificar el artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique el nombre del Comité (por ejemplo: Comité de Asesor de Gestion de la Cuenca) y el número del artículo de la agenda (por ejemplo: Artículo # 10). Se hará todo lo posible para leer el comentario en el registro, pero algunos comentarios pueden no leerse en voz alta debido a limitaciones de tiempo. Los comentarios recibidos después del cierre del período de comentarios públicos sobre un artículo de la agenda serán parte del registro si se reciben antes que termine la reunión del Comité.

6. Si los oradores u otros miembros del público tienen documentos que desean distribuir al Comité para un artículo de la agenda, se les recomienda enviar dichos documentos antes de las 5:00 P.M. el Martes antes de la reunión a: [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov). Para ayudar al personal de la Agencia a identificar el número del artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique la fecha de la reunión del Comité y el número de agenda en la línea de asunto.

7. Si los miembros del público desean presentar documentos o presentaciones de PowerPoint mientras hablan, deben enviar el documento electrónicamente antes de las 5:00 P.M. del Martes antes de la reunión a [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov) (Si se presenta después de ese plazo, el personal hará los mejores esfuerzos, pero no puede garantizar que esté disponible su PowerPoint para presentar durante la reunión del Comité).

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

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

#### Call to Order

#### Roll Call

#### Public Comment

#### Committee Member Comments

#### Consent Calendar

1. Approve the minutes of The Basin Management Advisory Committee meeting held on April 3, 2024.

Attachments: [Draft BMAC Minutes April 3, 2024](#)

#### Presentation

2. Review of the 2023 Groundwater Extraction Summary Report

**Attachments:**   [Board Report](#)  
[GW Ext Summary Report 2023 Provisional](#)

**Staff Reports**

3. Update on summer data collection activities (Staff presenting: Ricardo Carmona & Guillermo Diaz-Moreno)
4. Status report on the Proposition 1 Well Destruction Project (Staff Presenting: Amy Woodrow)
5. Update on expansion of well registration and groundwater extraction reporting programs (Staff Presenting: Amy Woodrow)

**Calendar**

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

**Adjournment**

# County of Monterey

*1441 Schilling Place  
Cayenne Room  
Salinas, CA 93901*



## Meeting Agenda

**Wednesday, July 3, 2024**

**10:00 AM**

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

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

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

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

1. You may attend in person,
2. For ZOOM participation please join by computer audio at:  
<https://montereycty.zoom.us/j/95511982423>  
OR to participate by phone call any of these numbers below:  
+1 669 900 6833 US (San Jose)  
+1 346 248 7799 US (Houston)  
+1 312 626 6799 US (Chicago)  
+1 929 205 6099 US (New York)  
+1 253 215 8782 US  
+1 301 715 8592 US

Enter this Meeting ID number: 955 1198 2423, PASSWORD: 884853 when prompted. Please note there is no Participant Code, you will just hit # again after the recording prompts you. You will be placed in the meeting as an attendee; when you are ready to make a public comment, if joined by computer audio, please Raise your Hand; and by phone, please push \*9 on your keypad.

3. If you wish to comment on a specific agenda item while the matter is being heard, you may participate by the following means: When the Chair calls for public comment on an agenda item, the Zoom Meeting Host, or his or her designee, will first ascertain who wants to comment (among those who are in the meeting electronically or telephonically) and will then call on speakers and unmute their device one at a time. Public speakers may be broadcast in audio form only.

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

5. If you wish to make either a general public comment for items not on the day's agenda or to Committee Meeting Agenda comment on a specific agenda item as it is being heard, please submit

your comment, limited to 250 words or less, to the Monterey County Water Resources Agency at [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov) In an effort to assist Agency staff in identifying the agenda item relating to your public comment please indicate in the subject line, the meeting body (i.e. Planning Committee) and item number (i.e. Item No. 10). Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations. Comments received after an agenda item will be made part of the record if received prior to the end of the meeting.

6. If speakers or other members of the public have documents they wish to distribute to the Committee for an agenda item, they are encouraged to submit such documents by 5:00 p.m. on Tuesday before the meeting to: [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov). To assist Agency staff in identifying the agenda item to which the comment relates, the public is requested to indicate the Committee date and agenda number in the subject line.

7. If members of the public want to present documents/Power Point presentations while speaking, they should submit the document electronically by 5:00 p.m. on Tuesday before the meeting at [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov). (If submitted after that deadline, staff will make best efforts, but cannot guarantee, to make it available to present during the Committee meeting.)

8. Individuals with disabilities who desire to request a reasonable accommodation or modification to observe or participate in the meeting may make such request by sending an email to [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov). The request should be made no later than noon on the Wednesday prior to the Committee meeting in order to provide time for the Agency to address the request.

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

Participar en esta reunión del Comité de Planificación a través de los siguientes métodos:

1. Puede asistir en persona,

2.El público puede observar la reunión ZOOM a través de computadora haciendo clic en el siguiente enlace: <https://montereycty.zoom.us/j/95511982423>

O el público puede escuchar a través del teléfono llamando al:

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US

+1 301 715 8592 US



Cuando se le solicite el código de acceso para entrar a la reunión, presione los siguientes números: 955 1198 2423, PASSWORD: 884853 . Tenga en cuenta que no hay un Código de participante, simplemente presionará # nuevamente después de que la grabación lo solicite. Se le colocará en la reunión como asistente; cuando esté listo para hacer un comentario público si se une al audio de la computadora, levante la mano; y por teléfono presione \* 9 en su teclado.

3. Los miembros del público que desean comentar en un artículo específico de la agenda, mientras que el artículo se este presentando durante la reunión, pueden participar por cualquiera de los siguientes medios: Cuando el Presidente del Comité solicite comentarios públicos sobre un artículo de la agenda, el anfitrión de la reunión Zoom o su designado, primero determinará quién quiere testificar (entre los que están en la reunión por vía electrónica o telefónica) y luego llamará a los oradores (speakers) y activará la bocina para el orador, uno a la vez. Todo orador, será transmitido por audio en altavoz solamente.

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

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

5. Los miembros del público que deseen hacer un comentario público general para temas que no están en la agenda del día o que deseen comentar en un artículo específico mientras se escucha la presentación, lo pueden hacer enviando un comentario por correo electrónico, preferiblemente limitado a 250 palabras o menos, a [WRAPublicComment@countyofmonterey.gov](mailto:WRAPublicComment@countyofmonterey.gov). Para ayudar al personal de la Agencia a identificar el artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique el nombre del Comité (por ejemplo: Comité de Planificación) y el número del artículo de la agenda (por ejemplo: Artículo # 10). Se hará todo lo posible para leer el comentario en el registro, pero algunos comentarios pueden no leerse en voz alta debido a limitaciones de tiempo. Los comentarios recibidos después del cierre del período de comentarios públicos sobre un artículo de la agenda serán parte del registro si se reciben antes que termine la reunión del Comité.

6. Si los oradores u otros miembros del público tienen documentos que desean distribuir al Comité para un artículo de la agenda, se les recomienda enviar dichos documentos antes de las 5:00P.M. el Martes antes de la reunión a: [WRAPubliccomment@countyof.monterey.gov](mailto:WRAPubliccomment@countyof.monterey.gov). Para ayudar al personal de la Agencia a identificar el número del artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique la fecha de la reunion del Comité y el número de agenda en la línea de asunto.

7. Si los miembros del público desean presentar documentos o presentaciones de PowerPoint mientras hablan, deben enviar el documento electrónicamente antes de las 5:00 P.M. del Martes antes de la reunión a [WRAPubliccomment@countyof.monterey.gov](mailto:WRAPubliccomment@countyof.monterey.gov). (Si se presenta después de ese plazo, el personal hará los mejores esfuerzos, pero no puede garantizar que esté disponible su PowerPoint para presentar durante la reunión del Comité).

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

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

#### Call to Order

#### Roll Call

#### Public Comment

#### Committee Member Comments

#### Consent Calendar

Approve the Action Minutes of the Planning Committee meeting held on June 5, 2024.

Attachments: [Draft Planning Minutes June 5, 2024](#)

#### Scheduled Items

Consider recommending that the Monterey County Water Resources Agency Board of Directors approve a services contract with Baker Tilly US, LLP for Strategic Planning services for a total amount not to exceed \$212,300; and authorize the General Manager to execute the contract.  
(Staff Presenting: Shaunna Murray)

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

[Baker Tilly's Proposed Work Plan June 2024](#)

Consider recommending that the Monterey County Water Resources Agency Board of Directors approve a professional services agreement with Larry Walker Associates for the preparation of an updated Title 22 Engineering Report for the Castroville Seawater Intrusion Project and to assist the Agency in migration to the required Recycle Water Use Permit under the California State General Order for Water Reclamation Requirements, for a total amount not to exceed \$181,390; and authorize the General Manager to execute the contract. (Staff Presenting: Peter Vannerus)

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

[Professional Service Agreement - Larry Walker Associates](#)

### **Staff Reports**

Groundwater Monitoring Regulatory Program Update.  
(Staff Presenting: Ara Azhderian)

### **Calendar**

Set next meeting date and discuss future agenda items.

### **Adjournment**



WATER RESOURCES AGENCY

# MEMORANDUM

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Monterey County

DATE: June 25, 2024

## **PUBLIC MEETING CANCELLATION NOTICE**

**THE PERSONNEL & ADMINISTRATION  
COMMITTEE MEETING SCHEDULED FOR  
FRIDAY JULY 5, 2024 @ 8:30 AM  
HAS BEEN CANCELLED.**

**THE NEXT MEETING IS SCHEDULED FOR  
FRIDAY AUGUST 2, 2024 @ 8:30 AM**

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



WATER RESOURCES AGENCY

# MEMORANDUM

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Monterey County

DATE: June 25, 2024

## **PUBLIC MEETING CANCELLATION NOTICE**

**THE FINANCE COMMITTEE MEETING**

**SCHEDULED FOR**

**FRIDAY JULY 5, 2024 @ 10:00 AM**

**HAS BEEN CANCELLED.**

**THE NEXT MEETING IS SCHEDULED FOR**

**FRIDAY AUGUST 2, 2024 @ 10:00 AM**

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



MONTEREY COUNTY WATER RESOURCES AGENCY

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**M E M O R A N D U M**

**DATE: July 9, 2024**

**PUBLIC MEETING CANCELLATION NOTICE**

**THE JOINT WATER RESOURCES/BOARD OF  
SUPERVISORS LEADERSHIP COMMITTEE**

**MEETING SCHEDULED FOR**

**WEDNESDAY, JULY 17, 2024 @ 2:30PM**

**HAS BEEN CANCELED.**

**THE NEXT MEETING IS SCHEDULED FOR**

**THURSDAY, AUGUST 15, 2024 @ 10:30AM**

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



# 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 24-120**

**July 15, 2024**

**Introduced:** 7/10/2024

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

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

## Reservoir Storage & Release Update

### SUMMARY/DISCUSSION:

The Board of Directors receives monthly updates on the status of Agency reservoirs.

**RESERVOIR ELEVATION / STORAGE:** As of July 9, 2024, San Antonio Reservoir has a water surface elevation of approximately 767.8 feet (NGVD 29), with 271,540 acre-feet of water in storage. Nacimiento Reservoir has a water surface elevation of approximately 782.95 feet, with 287,255 acre-feet of water in storage. San Antonio Reservoir is currently at 81% of storage capacity and Nacimiento Reservoir is at 76% of capacity.

**RESERVOIR RELEASES:** Several late season storm events in April and May brought inflow to the Nacimiento Reservoir requiring an extended period of maintenance releases to ensure meeting a target elevation of 787.75 feet, required for scheduled spillway maintenance which began in early June. The Salinas River Diversion Facility (SRDF) has been rediverting flows since May 10 to supplement the recycled water project deliveries in the Castroville Seawater Intrusion Project (CSIP). After reaching the target elevation of 787.75 feet on June 8, 2024, releases were reduced to more closely target needs downstream. Releases were increased from Nacimiento reservoir on June 27 and July 5, 2024, and increased from San Antonio reservoir on July 2, 3, and 5, 2024. Reservoir release increases in late June and early July were necessitated by hot conditions leading to increased losses of river flow between gages, and demand at the SRDF.

**SALINAS LAGOON:** The lagoon has remained open to the ocean since this January 4.

Releases as of July 9, 2024:

- Nacimiento Reservoir: 397 cfs
- San Antonio Reservoir: 120 cfs

Total releases from both reservoirs to the Salinas River are approximately 517 cfs. The following “provisional” flows have been recorded by the USGS:

- Salinas River near Bradley: 465 cfs
- Salinas River at Soledad: 221 cfs
- Salinas River near Chualar: 98 cfs
- Salinas River near Spreckels: 37 cfs

Prepared by: Joseph Klein, Hydrologist (831) 755-4860





# County of Monterey

## Item No.14

### Board Report

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

**Legistar File Number: WRAG 24-113**

**July 15, 2024**

**Introduced:** 7/8/2024

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Letter dated June 15, 2024 to Glenn Church, Chair, Monterey County Board of Supervisors from League of Women Voters of Monterey County, RE: Deep Aquifer Study.



June 15, 2024

Glenn Church, Chair  
Monterey County Board of Supervisors  
168 West Alisal Street  
Salinas, CA 93901  
Subject: Deep Aquifer Study



Dear Chair Church and Members of the Board of Supervisors:

The League of Women Voters of Monterey County has studied water issues in Monterey County since 1982. We reviewed the Deep Aquifer Study. We offer the following comments for your consideration:

1. The Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) has recommended staff begin discussions with other affected agencies to develop a plan to implement the study's recommendations. It is our understanding that their staff's position is a) there are several ways to assure that there is no net increase in groundwater extractions from the Deep Aquifer, and b) that the authority to limit well permits falls within the jurisdiction of Monterey County Water Resources Agency, not the Salinas Valley Basin Groundwater Sustainability Agency
2. The SVBGSA and the County both have authority to place a moratorium on new wells in the Deep Aquifer, and both declined to do so based on a previous recommendation by Monterey County Water Resources Agency. Given the severity of the overpumping, has grown more severe during the study period, we urge the SBGSA and/or the Board of Supervisors to implement a moratorium on new and replacement wells as an interim measure until the affected agencies recommend a different and more effective approach.
3. While working collaboratively to develop ways to implement the study's recommendation is important, there is no time frame for the undertaking. Further delay does not address the urgency of addressing the overdraft and may lead to more wells being permitted to extract groundwater from the Deep Aquifer, which occurred during the study period.

The League of Women Voters of Monterey County requests that the Board of Supervisors act to reinstate a moratorium on new and replacement wells with a sense of urgency.

Thank you for your prompt attention to this urgent situation.

Respectfully,

*T.H. Olver*

Tama Olver  
President, League of Women Voters of Monterey County  
P.O. Box 1995  
Monterey, Ca. 93942

Cc: Salinas Valley Basin Groundwater Sustainability Agency  
Cc: Monterey County Water Resources Agency

**FUNDING AGREEMENT AMENDMENT No. 1  
CITY OF SALINAS  
AND  
MONTEREY COUNTY WATER RESOURCES AGENCY (MCWRA)  
FOR THE  
SUSTAINABLE OUTCOMES**

**Agreement No. 22ERF06**

This Amendment No. 1 to the Original Funding Agreement is entered on this 1<sup>st</sup> day of January 2024, between **Monterey County Water Resources Agency (MCWRA)**, a California local government corporation, (Subrecipient) and the **City of Salinas**, a charter city and municipal corporation (City).

**WITNESSETH**

**WHEREAS**, the City and MCWRA first entered into an Subrecipient Funding Agreement (Agreement) effective this 1<sup>th</sup> day of February 2023, pursuant to which MCWRA agreed to act as and provide certain services for compensation; and

**WHEREAS**, MCWRA notified the City of its need for an additional \$80,000 to cover for the construction of the guardrail and fencing; and

**WHEREAS**, the City and MCWRA desire to enter into Amendment No. 1 to increase the maximum compensation from \$122,833.75 to \$202,833.75 out of the original Funding Agreement.

**NOW, THEREFORE**, in mutual consideration of the terms and conditions set forth below, the Parties agree as follows:

1. Section 4 entitled "Funding", Subsection a "Maximum Compensation" is revised to read as follows:

It is expressly understood that the total compensation to be paid to Subrecipient under this Agreement for services rendered shall not exceed **\$202,833.75**.


2. All terms, covenants and conditions stated in the Original Funding Agreement and Amendment No. 1, which are not herein amended, remain in full force and effect.

**IN WITNESS HEREOF**, the parties have executed this Amendment No. 1 effective as of the date shown above.

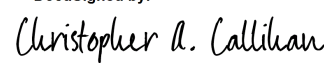
**City of Salinas**

By:   
95AE7118EAC649A...  
Jim Pia, Interim City Manager

**Grantee:**

By:   
1F182FF5B49A2435...  
Ara Azhderian, Executive Director

**APPROVED AS TO FORM:**

By:   
DF600F6287484E...  
Rhonda Combs, Assistant City Attorney  
Christopher A. Callihan, City Attorney

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

The undersigned parties hereby agree to amend that certain Agreement for Professional Services between the Monterey County Water Resources Agency (hereinafter "Agency") and AECOM Technical Services, Inc., (hereinafter "CONTRACTOR") executed and effective on July 1, 2022 (hereinafter "Agreement").

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

1. Employment of CONTRACTOR. Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibits A and D, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the **Scope of Work/Work Schedule set forth in Exhibits A and D:**
  - (a) The scope of work is briefly described and outlined as follows:  
*San Antonio Dam surveillance and performance evaluation, engineering services for 12-in horizontal drain repair, and general services.*
  - (b) The CONTRACTOR shall perform its services under this Agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
  - (c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
  - (d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.

Section 2 of the Agreement is hereby amended to read as follows:

2. Term of Agreement. The term of this Agreement shall begin on **July 1, 2022** by CONTRACTOR and Agency, and will terminate on **June 30, 2025**, unless earlier terminated as provided herein.

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

2. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR in accordance with the fee schedules set forth in Exhibit D beginning July 1, 2023. The maximum amount payable to CONTRACTOR under this contract is **two hundred thirty five thousand nine hundred sixty four dollars (\$235,964)**, summarized below:

\$ 78,724 Original Agreement  
 \$157,240 Amendment No. 1  
 \$235,964 Maximum Amount Payable

Section 27 of the Agreement is hereby amended to read as follows:

27. Contract Administrators.

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

Mr. Stan Kline

Agency's designated administrator of this Agreement shall be:

Mr. Manuel Saavedra

Section 28 of the Agreement is hereby amended to read as follows:

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

	<b><u>TO AGENCY</u></b>	<b><u>TO CONTRACTOR</u></b>
Name:	Mr. Manuel Saavedra	Mr. Stan Kline
Address:	Monterey County Water Resources Agency 1441 Schilling Place – North Building Salinas, CA 93901	AECOM 300 Lakeside Drive Oakland, CA 94612
Telephone:	831-755-4860	510-874-3191
Email:	<a href="mailto:saavedram@co.monterey.ca.us">saavedram@co.monterey.ca.us</a>	<a href="mailto:Stan.Kline@aecom.com">Stan.Kline@aecom.com</a> Email: Claims related notices shall be copied to: <a href="mailto:AMER-DCSProjectClaimNotices@aecom.com">AMER-DCSProjectClaimNotices@aecom.com</a>

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

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

**MONTEREY COUNTY  
WATER RESOURCES AGENCY:**

By:   
1F182FFB49A2435...

Ara Azhderian  
General Manager

Date: 7/18/2023 | 9:23 AM PDT

**CONTRACTOR:**

By: 

Type Name: Theodore Feldsher

Title: Vice President

Date: June 25, 2023

By: 

Type Name: Mourad Attalla

Title: Vice President

Date: June 26, 2023

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



**MCWRA – AECOM Technical Services, Inc.**  
**Amendment No. 1**

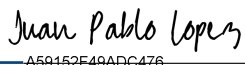
\*\*\*\*\*

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

DocuSigned by:  
  
22D690CA05A940B...  
Assistant County Counsel

Dated: 7/6/2023 | 12:24 PM PDT


Approved as to fiscal provisions:

DocuSigned by:  
  
A59152F49ADG476...  
Administrative Analyst

Dated: 7/7/2023 | 8:58 AM PDT

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

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

DocuSigned by:  
  
4E7E657875454AE...  
Auditor-Controller <sup>2</sup>:

Dated: 7/7/2023 | 8:55 AM PDT

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

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

# Exhibit C

## Scope of Work and Work Schedule

### San Antonio Dam FY 2023-24 Surveillance & Performance Evaluation and Calendar 2023 Annual Report

San Antonio Dam is under the jurisdiction of the State of California Department of Water Resources, Division of Safety of Dams (DSOD). This scope of work includes San Antonio Dam data review, on call response for fiscal year 2023-24, and annual performance reporting for the 2023 calendar year.

#### SCOPE OF WORK

##### **TASK 1 - ANNUAL INSPECTION**

Provide on-site inspection of San Antonio Dam at a time to be scheduled by the Agency. The inspection will include, at a minimum, examination of the instrumentation, relief wells, drains, embankment slopes, dam crest, and spillway for visible signs of failure, distress, erosion, or maintenance needs, and observation of operating mechanisms, including but not limited to valves, gates, drains, and safety devices for signs of malfunction or wear.

**Deliverable:** AECOM will provide field notes to the Agency after inspection is completed and any appropriate recommendations. One inspection per year.

##### **TASK 2 - PIEZOMETER / DRAIN DATA REVIEW**

Review and evaluate bi-monthly data from approximately 85 piezometers, 34 drains, and 10 relief wells. Data will be collected and provided to AECOM by the Agency supplied in electronic spreadsheet format. This review includes comparison of current monitoring data with past data during periods of similar reservoir conditions and against original design assumptions and criteria, as appropriate, to check for development of significant trends or changes in the data. AECOM is to make recommendations for corrective action if required. Up to six (6) data sets will be provided to AECOM per year.

**Deliverables:** AECOM will provide the Agency a brief summary of data review conclusions and any appropriate recommendations, promptly upon each periodic review, and prior to development of the surveillance and performance evaluation report.

##### **TASK 3 - SURVEY DATA REVIEW**

Review and evaluate annual dam, spillway, and outlet tunnel survey displacement data supplied by the Agency. Include a comparison of current monitoring data with past data during periods of similar reservoir conditions and against original design assumptions and criteria, as appropriate, to check for development of significant trends or changes in the data. AECOM is to make recommendations for corrective action if required.

**Deliverable:** AECOM will provide a brief summary of data review conclusions and any appropriate recommendations upon review, and incorporate review and conclusions into the surveillance and performance evaluation report.

#### **TASK 4 - INSTRUMENTATION DATA PLOTS**

Generate piezometer and drain flow data plots, and survey displacement data plots from data provided by the Agency. AECOM shall organize and format the plots for ease of interpretation. The plots will include data for the past ten (10) years. The plots will be generated annually.

**Deliverable:** Included in Task 5 deliverables.

#### **TASK 5 - REPORTING**

Prepare an annual dam surveillance and performance evaluation report (report) for Agency submittal to DSOD. The report will include evaluation of the current annual piezometer, drain, and survey monitoring data with comparison to historic data and trends; documentation of the field inspection; conclusions regarding the current condition of the dam, appurtenant facilities, and instrumentation; and applicable recommendations for repair, maintenance, or adjustments to the instrumentation and surveillance program. The report will be submitted initially as a draft; after receiving and incorporating Agency comments, the report will be presented in final form.

**Deliverables:**

- Send via e-mail copy of draft report to Agency's Project Manager and provide up to three (3) hard copy draft reports upon Agency request.
- Three (3) bound copies of the final report, plus two (2) bound final reports with wet signature and engineer's stamp, totaling five (5) bound final reports.
- Copy of final report in Adobe® Portable Document Format (.PDF) on Compact Disc (CD).
- Electronic data shall be readable using Microsoft® Word, Excel, Project, and plan sets in AutoCAD by Autodesk®. ESRI ArcGIS® and AutoCAD, images to be imported in a document are to be provided at 300 dpi.
- Digital photos shall be 2048 x 1536 pixels at 72 pixels per inch or better, and delivered in .PDF, .TIFF or .JPEG formats.

#### **TASK 6 - MEETINGS**

AECOM will allow for additional meetings as required, in addition to the site inspection, with the Agency and/or DSOD. Such meetings are in addition to Task 1.

**Deliverables:** Allow for two (2) meetings per year.

#### **TASK 7 - ON-CALL RESPONSE**

AECOM shall be available on a time and expense basis in the event of a natural disaster or other threat to San Antonio Dam, or other unexpected urgent situation or unusual operating condition regarding the safety or integrity of the dam. AECOM, in the event of such situation, would be expected to inspect the dam within 24 hours, or provide detailed monitoring data review and evaluation as applicable, consult with the Agency as needed, and prepare written recommendations for the continued safe operation of the structure. This task would be funded on an as-needed basis.

**Deliverables:** Allow for one on-site inspection and inspection report per year, or equivalent data review and evaluation effort.

## **TASK 8 - EARTHQUAKE EVENT DATA REVIEW**

When requested by Agency in the event of a significant earthquake, piezometer, drain, and other data will be collected on a more frequent basis, perhaps daily or weekly. These additional data will need to be evaluated and incorporated in the surveillance and performance evaluation report. The evaluation may be requested at the time immediately after data collection for such event. This task would be funded on an as-needed basis.

**Deliverables:** Allow for up to 12 data sets to be evaluated and presented in the surveillance and performance evaluation report.

## **SCHEDULE**

The schedule for performing work associated with the 2023 annual surveillance program is based on receipt of all final monitoring data from the Agency by the end of January 2024. Submittal of the draft report is then anticipated by the end of April 2024, with receipt of Agency comments by the middle of May 2024, allowing submittal of the final report by the end of May 2024.

# **San Antonio Dam** **Engineering Services for 12-inch Horizontal Drain Repair**

## **SCOPE OF WORK**

A horizontal 12-inch diameter slotted corrugated metal pipe dam embankment drain, installed during original dam construction at the downstream slope between the low-level conduit tunnel and north abutment, is severely corroded and in need of repair to maintain drainage of seepage water at this location. AECOM will perform the following services for repair of this horizontal drain:

**Task 1:** Obtain and review applicable documents, such as drawings, reports, Agency prepared 12-inch horizontal drain repair plan proposal, and evaluate engineering approach and alternative recommendations (if any), and consult with Agency staff regarding drain repair.

**Deliverables:** One online meeting with Agency staff to obtain relevant documents, exchange information, and answer questions.

**Task 2:** Site Visit: AECOM staff will observe the drain onsite.

**Deliverable:** One onsite visit by AECOM technical staff.

**Task 3:** Develop construction plans and specifications, which may include, but are not limited to:

- 1) Project Existing Conditions, Excavation, Working Area, Cut Slope, and Braced Excavation
  - a) Staging area and haul route to material storage area
  - b) Area of bedrock exposure to be removed and temporary fill area for construction access

- 2) Demolition and Repair to Section of Pipe
  - a) Detail showing section of pipe to be removed
  - b) Details showing size and length of new slotted pipe equipped with tremie pipes and rails
  - c) Detail of proposed means for installation using hydraulic jack and jacking pit
  - d) Materials and construction notes for proposed method to tremie backfill the annular space
- 3) Restoration of Excavation, Grading, and Site Drainage
  - a) Removal and re-compaction of temporary access fill
  - b) Final grading contours to match existing grade with new surface drainage
  - c) Backfill materials and compaction guidelines to restore to finish grade
  - d) Detail for new weir at outlet to new pipe
  - e) Detail for restored pavement section
  - f) Detail showing sealing of exposed concrete tunnel wall joint

**Deliverables:** Draft 100% Plans and Specifications for Agency review.

**Task 4:** Revise Plans and Specifications in response to Agency and DSOD review comments.

**Deliverables:**

- 1) Response to Agency comments on Draft 100% Plans and Specifications and revised 100% Plans and Specifications for Agency submittal to DSOD.
- 2) Response to DSOD comments on Agency submitted Plans and Specifications and (if needed) revised Plans and Specifications for Agency re-submittal to DSOD.
- 3) Provide input to bidder requirements.

Note: Two iterations of Agency and DSOD comments and AECOM response are included above.

Assumptions:

1. Cost estimation and services during construction are not included in this scope of work.
2. The construction contractor will be responsible for temporary shoring/excavation bracing design.
3. Agency will prepare construction bidding and construction contract documents.

**SCHEDULE**

Begin work May 2023 chargeable to remaining General Services budget. Provide Draft 100% Plans and Specification by August 11, 2023.

## **General Services**

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

## EXHIBIT D

### PAYMENT PROVISIONS

Exhibit B shall be effective for work performed by AECOM through June 30, 2023. This Exhibit D shall replace Exhibit B on and become effective for work performed July 1, 2023 and thereafter.

#### **PAYMENT:**

For the Scope of Work defined in Exhibit C, Agency shall pay Contractor on a time and expense basis an amount not to exceed \$157,240. Payable costs shall be the sum of direct labor costs, other direct costs and sub-consultant mark-up as defined below. Budget detail is shown in Tables 2 and 3 herein.

**Direct Labor Costs:** Are the hourly billing rate, per the Direct Labor Rate Schedule (Table 1) herein, times the number of hours worked by the personnel.

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

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

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

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

**TABLE 1. DIRECT LABOR RATE SCHEDULE**

<b><u>LABOR CATEGORY</u></b>	<b><u>RATE / HOUR</u></b>
Principal Engineer	\$ 280
Senior Technical Lead	\$ 243
Project Manager	\$ 226
Senior Engineer / Geologist	\$ 200
Project Engineer / Geologist	\$ 167
Senior Staff Engineer / Geologist	\$ 150
Staff Engineer / Geologist	\$ 135
Support GIS	\$ 156
Support CAD	\$ 135
Support Administrative	\$ 111

#### **INVOICES:**

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

