

# County of Monterey

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



## Meeting Agenda

**Monday, June 16, 2025**

**12:00 PM**

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

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

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

**Participation in meetings:**

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

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

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

- +1 669 900 6833 US (San Jose)
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- +1 301 715 8592 US

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

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

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

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

**Participacion en Reuniones:**

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

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

O para participar for teléfono, llame a 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@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov)  
<mailto:WRAPubliccomment@countyofmonterey.gov> Para ayudar al Secretario a identificar el artículo de la agenda relacionado con su comentario, por favor indique en la línea de asunto del correo electronico el cuerpo de la reunion (es decir, la Agenda de la Junta Directiva) y el número de artículo (es decir, el Artículo No. 10). Su comentario se colocará en el registro de la reunion de esta Junta.

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

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

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

**Roll Call**

**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**

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

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

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

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

**Consent Calendar**

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

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

4. Approve Amendment No. 1 to the Agreement for Professional Services with GEI Consultants, Inc., to extend the terms of the Agreement to June 30, 2028, to provide engineering, permitting, and environmental services related to the

design and permitting for repairs of the Agency's Moss Landing Tide Gate Facility; and authorize the General Manager to execute the amendment. (Staff: Guillermo Alvarez)

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

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

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

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

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

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

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

### **Action Items**

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

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

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

9. June, July and August 2025 Calendars.

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

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

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

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

### **Committee Reports**

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

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

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

### **Information Items**

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

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

### **Correspondence**

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

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

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

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

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

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

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

**Board of Directors Comments**

**Adjournment**



# County of Monterey

## Item No.1

### Board Report

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

Legistar File Number: WRAG 25-098

June 16, 2025

**Introduced:** 6/10/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

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



# 180/400-Foot Aquifer Subbasin GSP 2025 Evaluation

MCWRA Board of Directors Meeting  
June 16, 2025

# 180/400 Subbasin GSP 5-Year Evaluation

- DWR required evaluation of Critically Overdrafted Basins by January 2025
- Covers Water Year (WY) 2019 to WY 2023
- Developed and discussed throughout 2024 with 180/400 Subbasin Committee
- DWR 75-day public comment period ended April 12, 2025
- DWR to review no later than January 2027

## 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan **2025 Periodic Evaluation**

 Salinas Valley Basin  
Groundwater Sustainability Agency

January 2025



Prepared by SVBGSA and Montgomery & Associates

 **MONTGOMERY  
& ASSOCIATES**  
Water Resource Consultants

# Evaluation Accompanied by GSP Amendment 1

- DWR approved the 2020 180/400 Subbasin GSP in June 2021
  - Included Recommended Corrective Actions (RCA).
- Prepared 180/400 Subbasin GSP Amendment 1 in 2022
  - GSP consistency with 5 other Subbasin GSPs
- SVBGSA Board adopted Amendment 1 on September 8, 2022
- DWR required 5-Year Evaluation by January 2025 and resubmittal of Amendment 1
- Evaluation provides comprehensive overview of changes from 2020 GSP to 2022 Amendment 1

OCTOBER 2023

Groundwater Sustainability  
Plan Implementation:

## A Guide to Annual Reports, Periodic Evaluations, & Plan Amendments



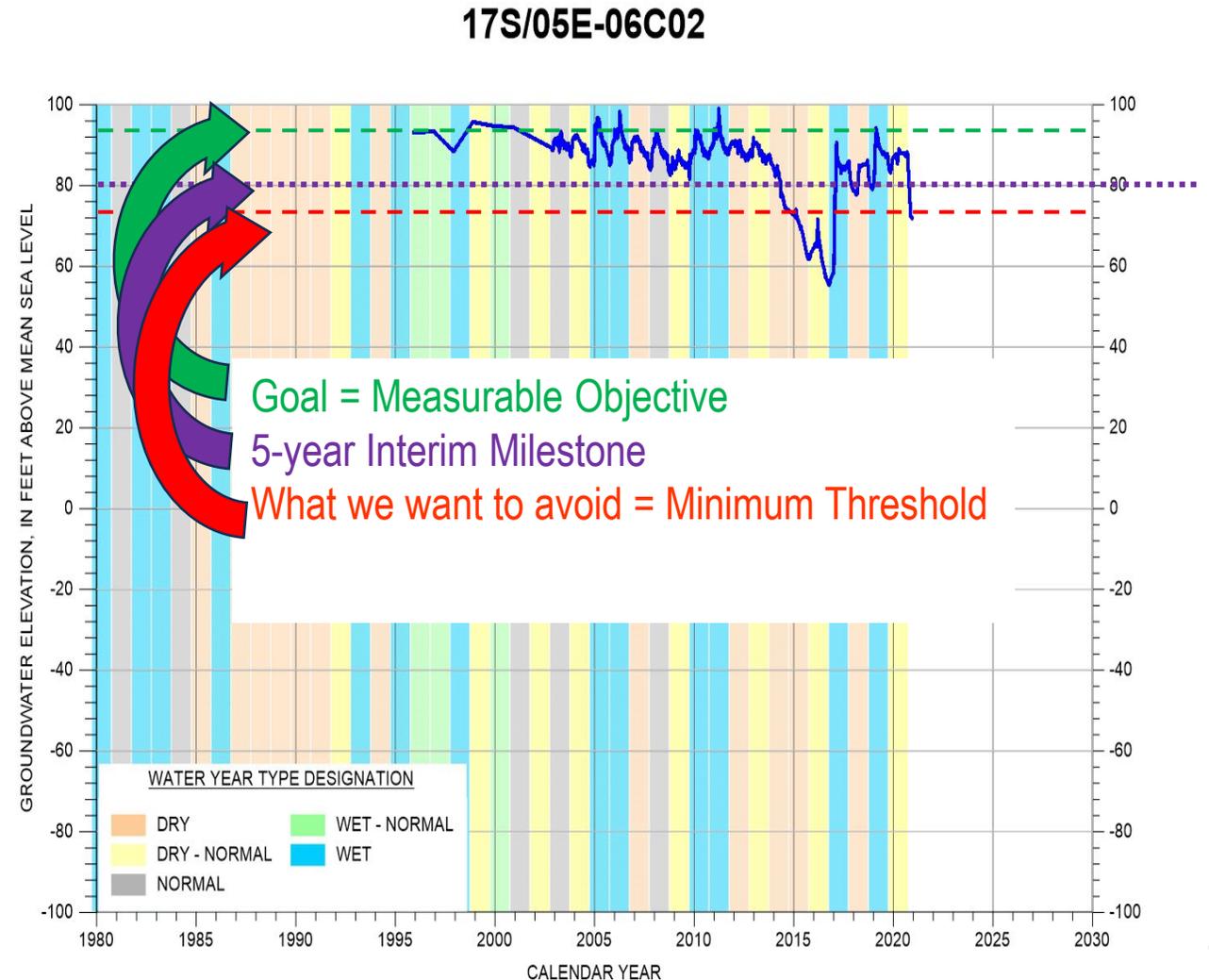
# Follows DWR Guidance for Periodic Evaluation

## Executive Summary

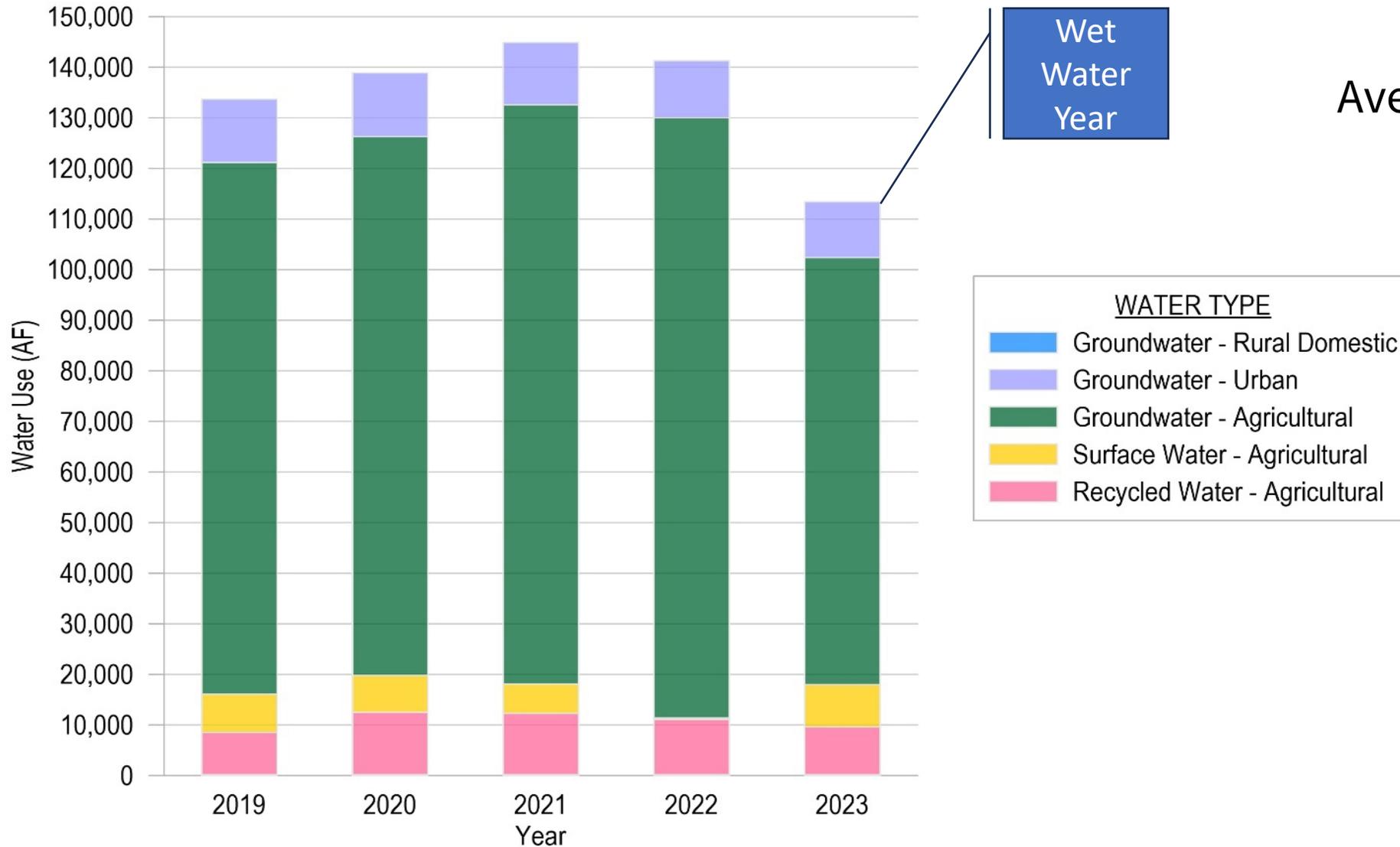
- 1 – Status of Data Gaps and New Information Collected
- 2 – Water Use and Groundwater Conditions Relative to SMC
- 3 – Status of Projects and Management Actions
- 4 – Basin Setting Based on New Information
- 5 – Monitoring Networks
- 6 – GSA Administration, Funding, and Authorities
- 7 – Outreach, Engagement, and Coordination with Other Agencies

# Evaluates Groundwater Conditions Relative to Sustainable Management Criteria (SMC)

- 5 years of data (WY2019-2023)
- Compare conditions to SMC
- Review impact on beneficial users
- Evaluate Sustainable Management Criteria (SMC)



# Water Use Higher in Dry Years



Average water use =  
134,640 AF/yr

Average groundwater  
extraction =  
117,960 AF/yr

# Sustainable Management Criteria Summary

	Groundwater Levels	Seawater Intrusion	Groundwater Storage	Groundwater Quality	Land Subsidence	Depletion of ISW
WY 2019	<b>X</b>	<b>X</b>	✓	✓	✓	✓
WY 2020	<b>X</b>	<b>X</b>	✓	✓	✓	✓
WY 2021	<b>X</b>	<b>X</b>	<b>X</b>	✓	✓	✓
WY 2022	<b>X</b>	<b>X</b>	<b>X</b>	✓	✓	<b>X</b>
WY 2023	<b>X</b>	<b>X</b>	✓	✓	✓	✓

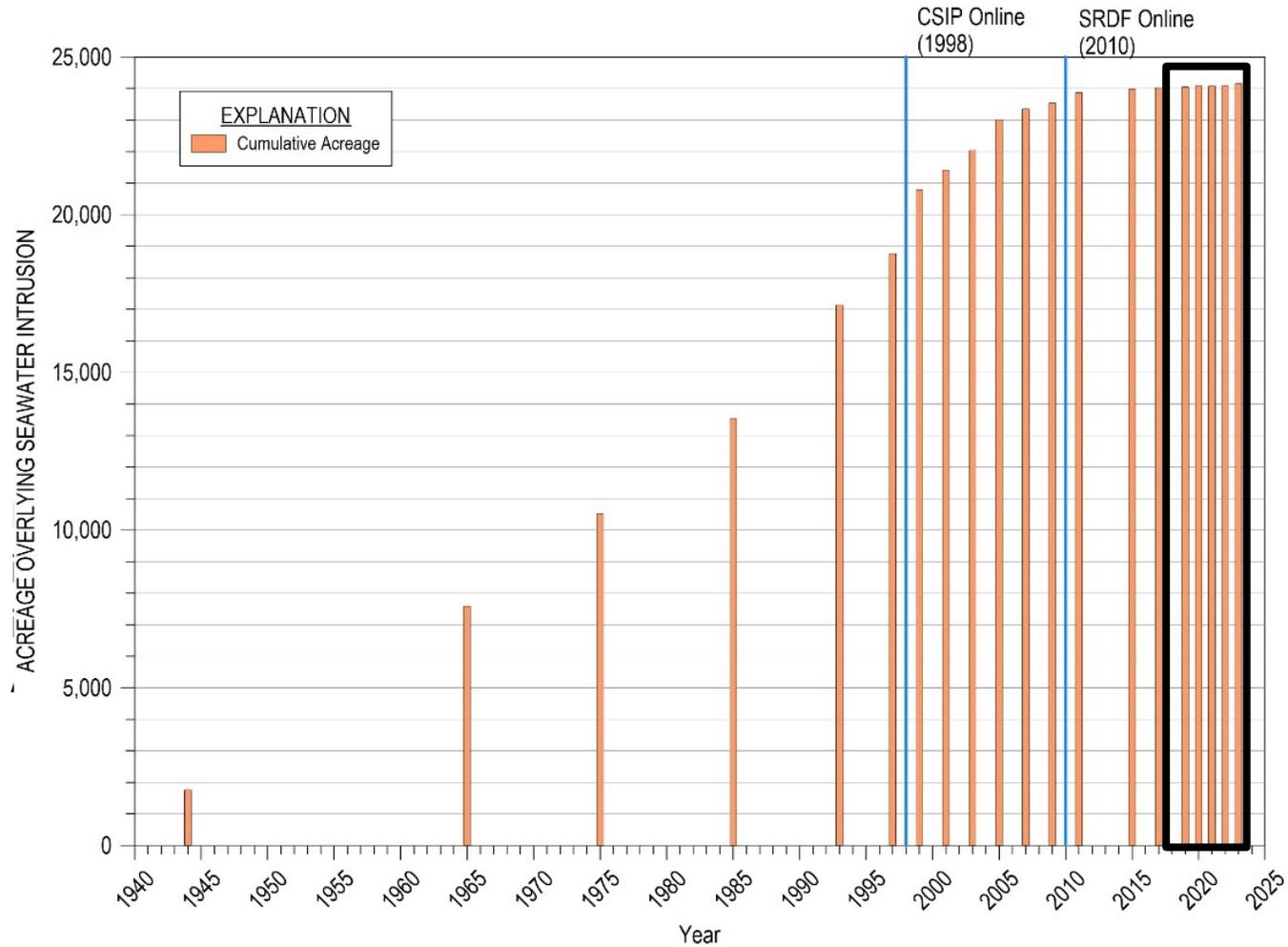
**X** = Undesirable Result

✓ = No Undesirable Result

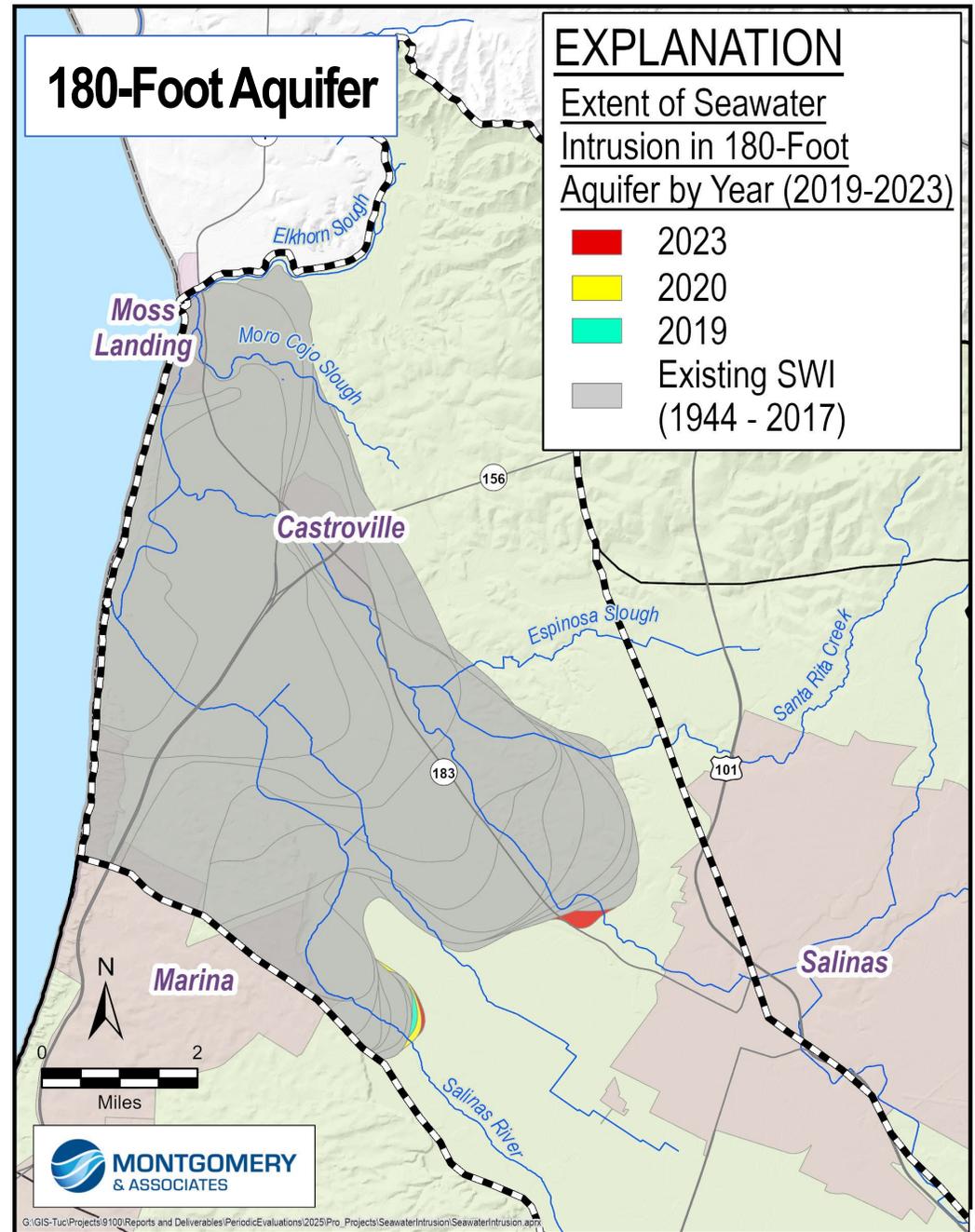
# Groundwater Level Undesirable Results

Aquifer	Less Than 15% of RMS Wells are Exceeding their Minimum Threshold			More Than 15% of RMS Wells are Exceeding their Minimum Threshold	
	Percent of RMS Wells Below Minimum Thresholds				
	2019	2020	2021	2022	2023
180-Foot Aquifer	0	9%	9%	37%	6%
400-Foot Aquifer	11%	0	13%	34%	7%
Deep Aquifers	45%	100%	82%	78%	55%
Subbasin Groundwater Level Undesirable Result	2019 Undesirable Result	2020 Undesirable Result	2021 Undesirable Result	2022 Undesirable Result	2023 Undesirable Result

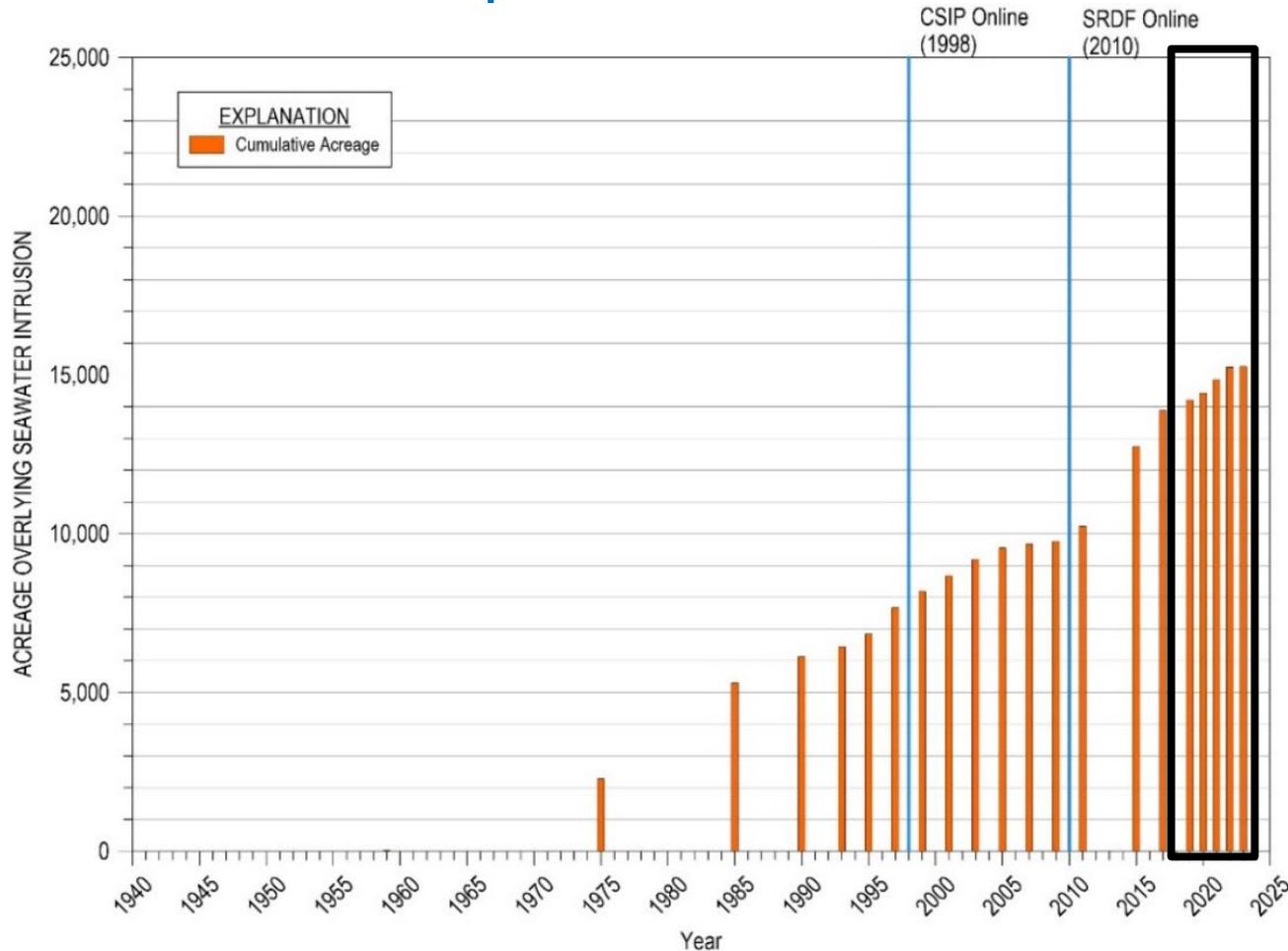
# Seawater Intrusion 180-Foot Aquifer



Cumulative Acreage from 1940 to 2025

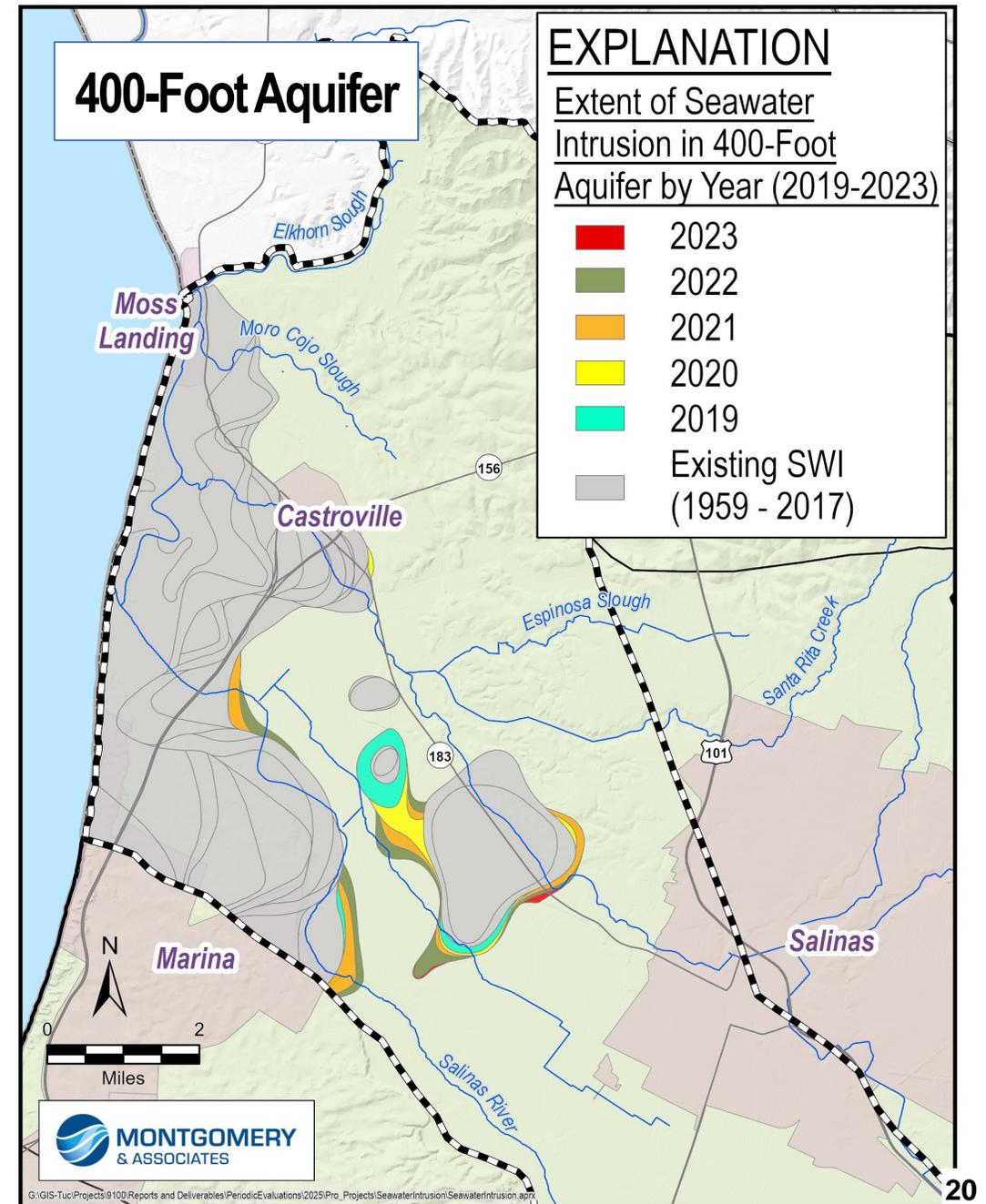


# Seawater Intrusion 400-Foot Aquifer

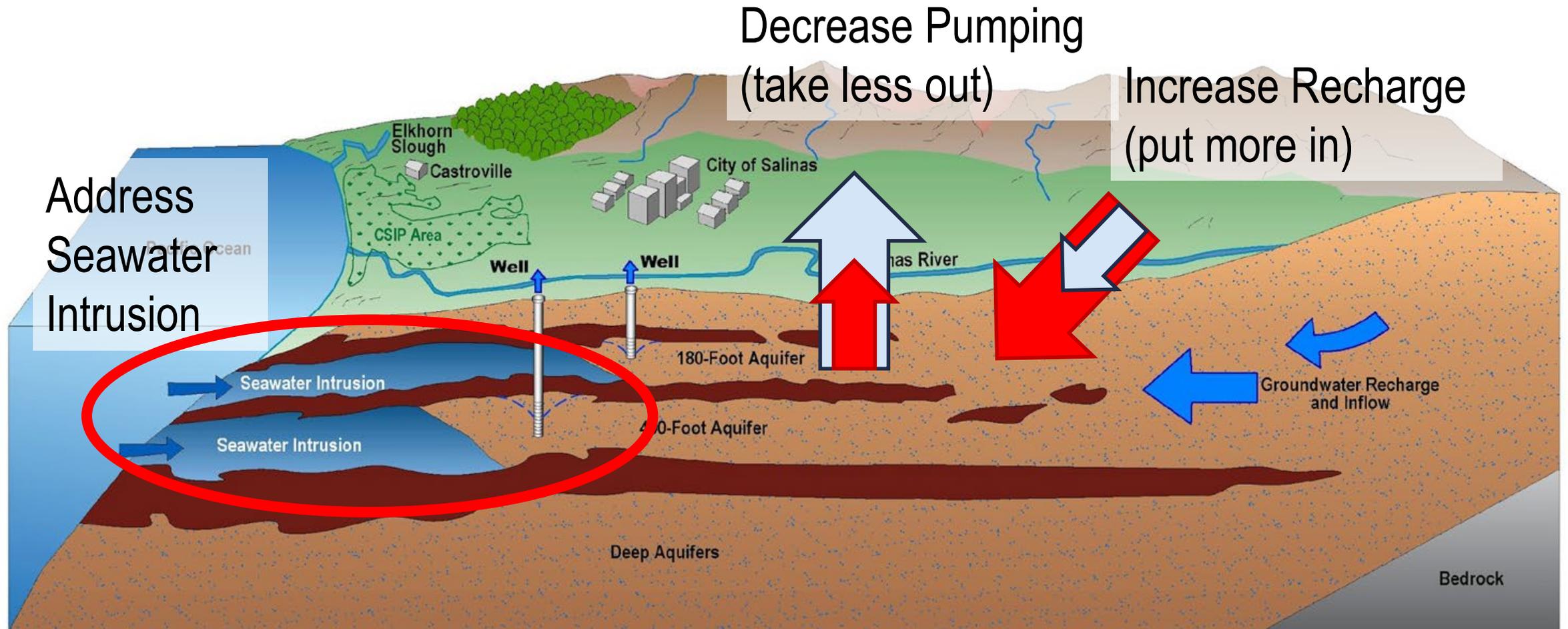


Cumulative Acreage from 1940 to 2025

*\*\*No seawater intrusion found in the Deep Aquifers*

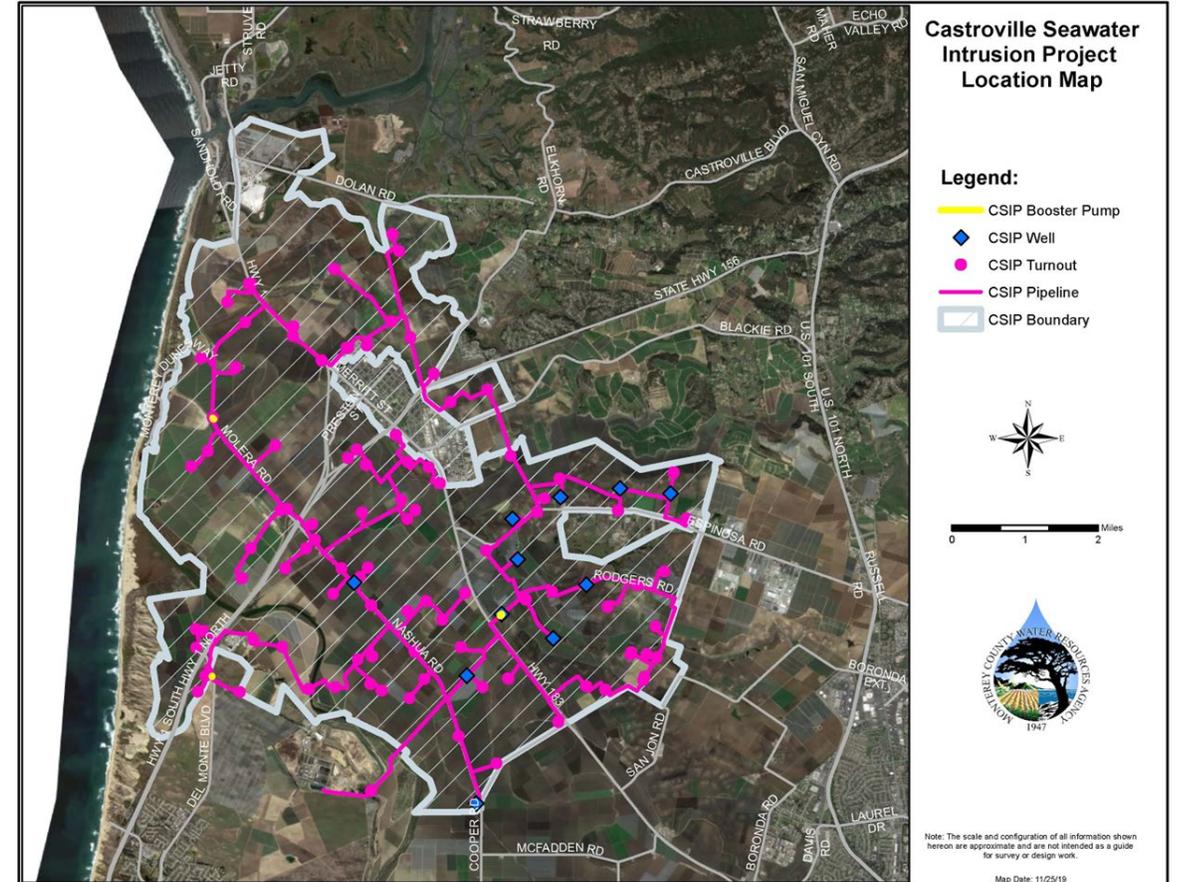


# Achieving Groundwater Sustainability



# Summary of Project and Management Action Activities

- Feasibility studies underway
  - CSIP Optimization (MCWRA)
  - Brackish Groundwater Restoration Project (*aka Seawater Intrusion Extraction Barrier*)
  - Aquifer Storage and Recovery
  - Demand Management
- Feasibility studies getting started
  - Castroville and Eastside Canals and Alternatives (Permit 11043)
  - New Seawater Intrusion Project (NSIP)
- Other PMA activities
  - M1W Chlorine Scrubber Upgrade
  - Multi-benefit Stream Channel Maintenance
  - Somavia Road Irrigation Supply
  - Multi-benefit Land Repurposing Program



# Summary of Progress Towards Meeting Sustainable Management Criteria

- ✓ Need to address seawater intrusion
- ✓ Seawater intrusion measurable objective may be too ambitious
- ✓ Need to address groundwater levels, particularly in the Deep Aquifers
- ✓ Need to address overdraft and pumping to Sustainable Yield

# Plan to Align Next Evaluation with other 5 Subbasins

- 5-Year Evaluations for other GSPs due January 2027
- Plan for 180/400 GSP 2-Year Evaluation concurrently
- Iterative Process
- Project selection process to determine PMA to continue to move forward
- Integrated Implementation approach recommended

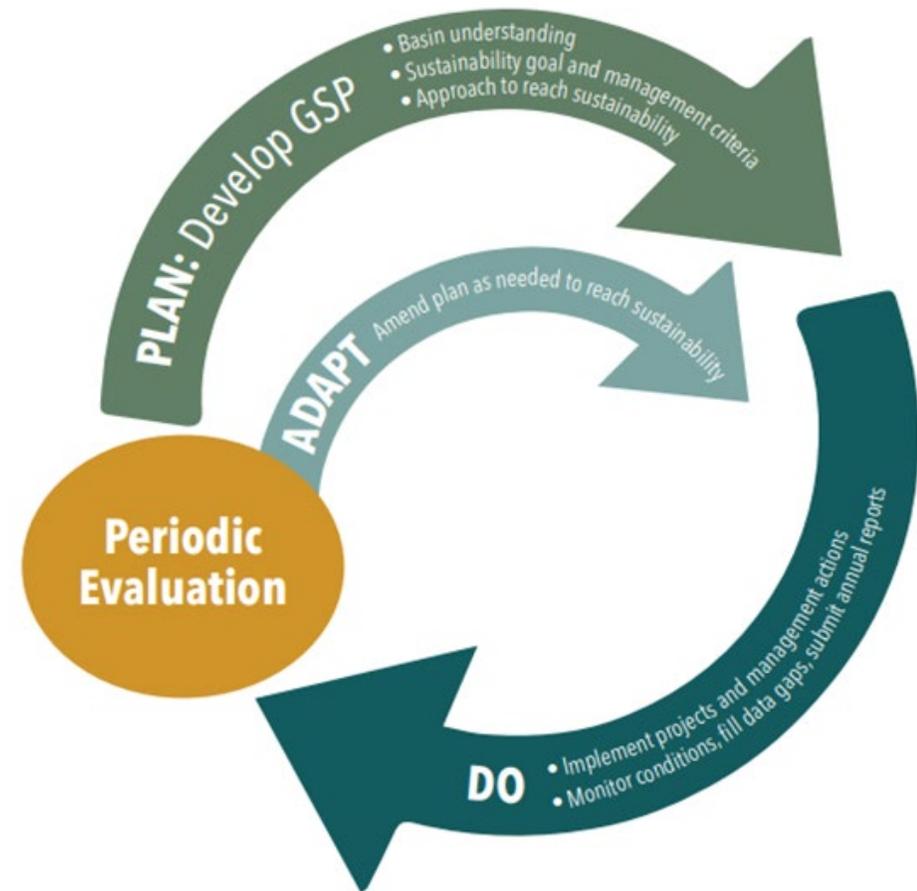


Figure 2: GSP Implementation Adaptive Management Approach

# How to review the 180/400-Ft. Aquifer Subbasin GSP 5-Year Evaluation

Documents posted on SVBGSA  
website:

<https://svbgsa.org/180-400-ft-aquifer/>

Documents posted on DWR  
website:

[https://sgma.water.ca.gov/portal/gsp/  
periodiceval/preview/24](https://sgma.water.ca.gov/portal/gsp/periodiceval/preview/24)

Comments submitted to DWR:

- California Department of Fish and Wildlife
- City of Marina
- Community Water Center
- Community Alliance with Family Farmers
- Salinas Basin Water Alliance
- Salinas Valley Water Coalition
- California Water Service (Cal Water)
- California American Water (Cal Am)
- Landwatch



## Questions?

For more information  
Contact Sarah Hardgrave  
Deputy General Manager  
[hardgraves@svbgsa.org](mailto:hardgraves@svbgsa.org)



# County of Monterey

## Item No.2

### Board Report

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

Legistar File Number: WRAG 25-099

June 16, 2025

**Introduced:** 6/10/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

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

# Planting a Dream for a New Park in Salinas

Rachel Saunders  
Vice President of Conservation  
*and*  
Beth Febus  
Associate Director of Conservation

Big Sur Land Trust

MCWRA Board  
June 16, 2025

# Big Sur Land Trust

Founded in 1978

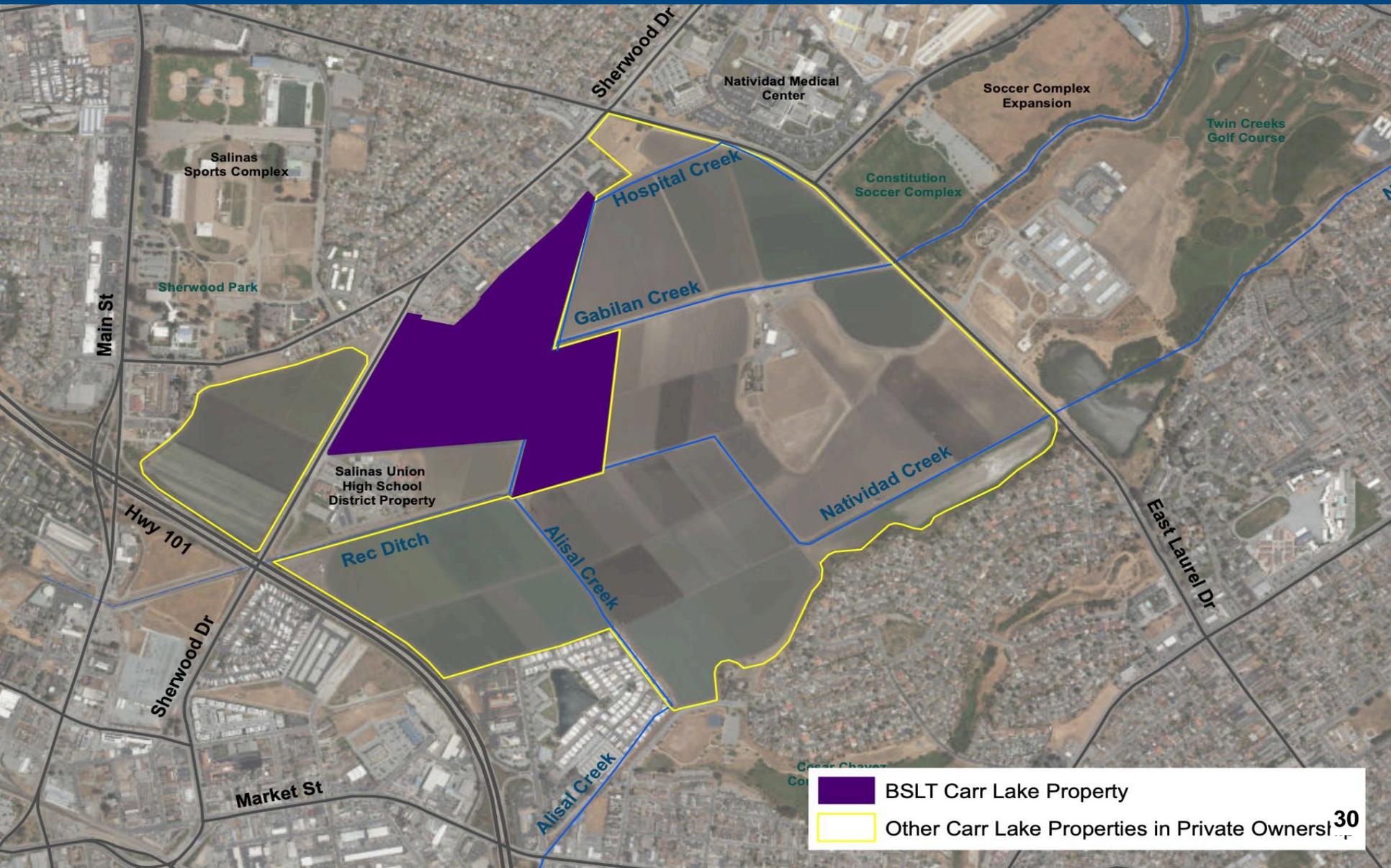
Conserved over 45,000 acres  
in Monterey County

## Mission:

- To inspire love of land across generations
- Conserve our unique Monterey County landscapes
- Provide access to outdoor experiences for all



# 73-acres Acquired At Carr Lake In 2017



BSLT Carr Lake Property  
Other Carr Lake Properties in Private Owners

# Ensen Community Park Project Goal

**Work with the community to design, build and maintain a multi-benefit park and open space\***



\*Salinas: Only 1.7 acres of accessible park space per 1,000 residents

# Ensen Community Park Public Outreach



Planting Days

Help DESIGN a park at Big Sur Land Trust's 73 acres in **CARR LAKE**

Join us at our Community Meetings to learn more. All meetings will be at 6:00-8:00 PM

Sherwood Hall  
940 N. Main Street

- English and Spanish Presentations
- Food will be available at 6:30 PM
- Childcare available

Wednesday, August 22  
Thursday, September 20  
Thursday, October 4  
Wednesday, November 14

© 2019 Big Sur Land Trust. All rights reserved. For information on the Carr Lake Project, visit <http://bit.ly/2G1T1> at Carr Lake.



Community Meetings



Site Tours



School Field Trips



Volunteer Events



Convergence Art Exhibit

# Project Support and Approvals

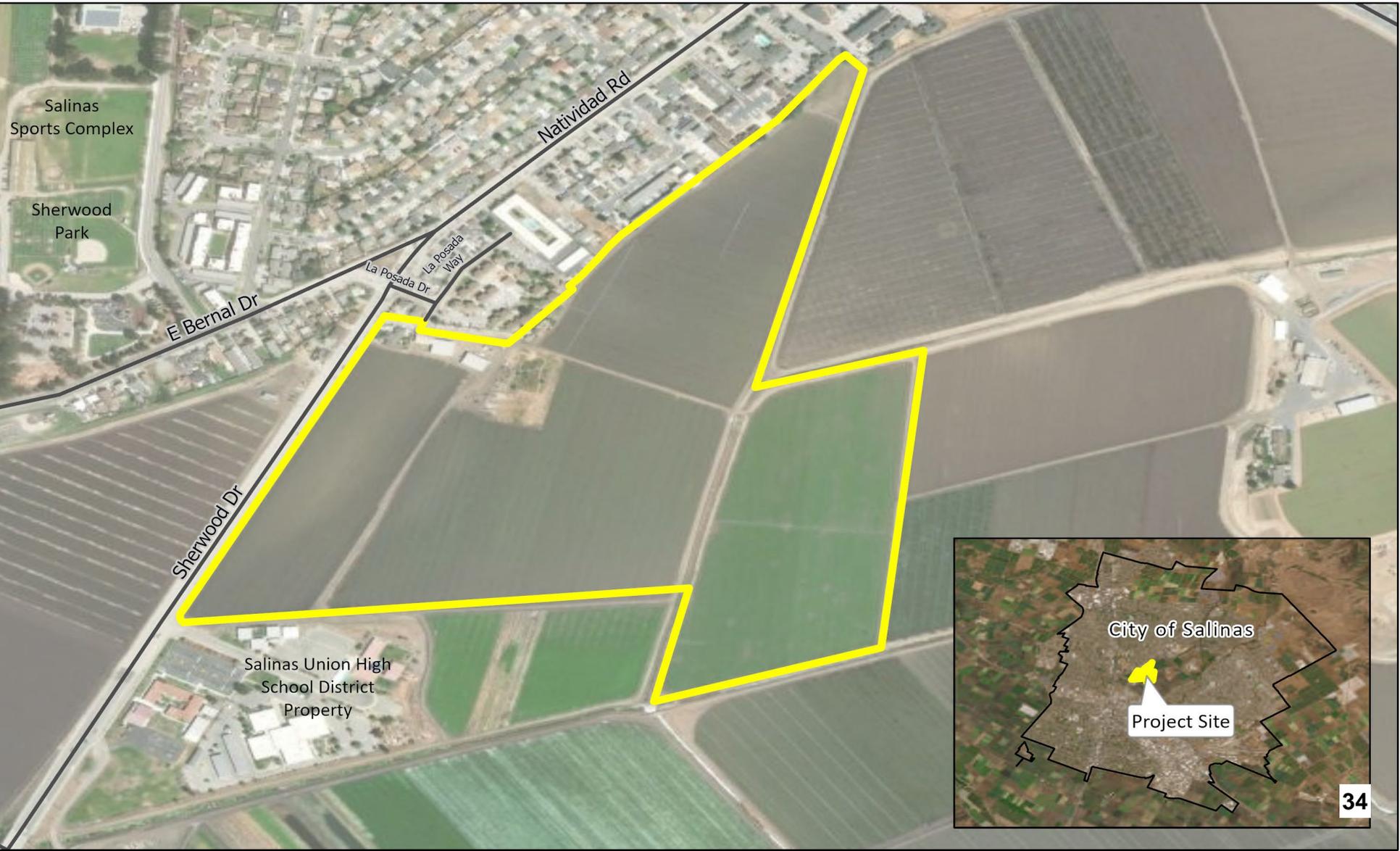
## Supported by:

- State Coastal Conservancy
- Wildlife Conservation Board
- California Natural Resources Agency
- Department of Water Resources
- California State Parks and Recreation
- City of Salinas

## Permits and approvals secured:

- California Department of Fish and Wildlife
- Army Corps of Engineers
- Regional Water Quality Control Board
- NOAA National Marine Fisheries Service/USFWS
- FEMA
- City of Salinas

# Existing Conditions



Salinas Sports Complex

Sherwood Park

Natividad Rd

E Bernal Dr

Sherwood Dr

La Posada Dr

La Posada Way

Salinas Union High School District Property

City of Salinas

Project Site

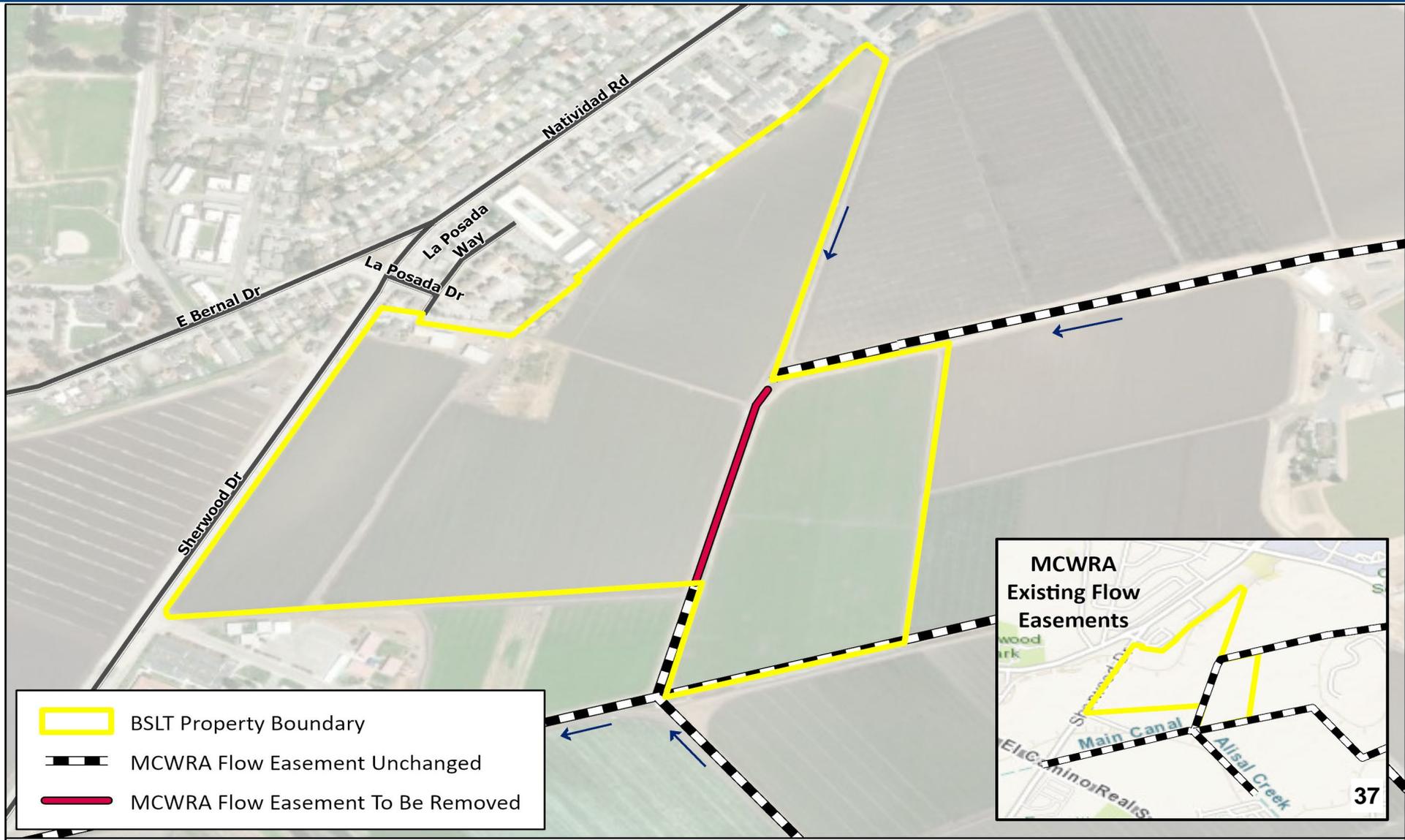
# Restoration Design



# Restoration Design

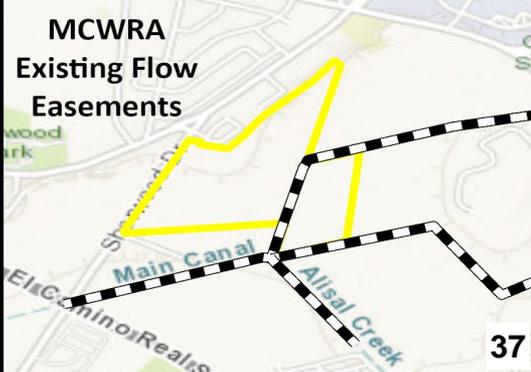


# MCWRA Easements



-  BSLT Property Boundary
-  MCWRA Flow Easement Unchanged
-  MCWRA Flow Easement To Be Removed

**MCWRA Existing Flow Easements**



wood park  
Main Canal  
Alisal Creek  
El Comino Real

37

# Our Request Today:

## MCWRA Board approval of Quit Claim Easement.

- BSLT staff have worked with MCWRA staff to amend existing maintenance easement via quit claim, thus relieving MCWRA of responsibility to maintain portion of the ditch that will be removed as a result of BSLT project. The proposed revised easement information is in your Board packet.
- Amendment of existing easement will allow BSLT to construct the most appropriate project to restore historic habitat in Carr Lake.

# Timeline & Process



# Questions?

## CONTACT INFO:

Rachel Saunders  
Vice President of Conservation  
[rsaunders@bigsurlandtrust.org](mailto:rsaunders@bigsurlandtrust.org)

and

Beth Febus  
Associate Director of Conservation  
[bfebus@bigsurlandtrust.org](mailto:bfebus@bigsurlandtrust.org)

[www.bigsurlandtrust.org](http://www.bigsurlandtrust.org)



# County of Monterey

## Item No.3

### Board Report

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

Legistar File Number: WRAG 25-092

June 16, 2025

**Introduced:** 6/10/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

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

#### RECOMMENDATION:

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

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

#### SUMMARY/DISCUSSION:

E2 Consulting Engineers, Inc. are currently under contract to provide hydraulic modeling, analysis, and engineering services for the Castroville Seawater Intrusion Project (CSIP) to model the existing operational conditions and identify potential distribution system improvement projects. This work is being performed and is reimbursable under a Sub-Grant Agreement between the Agency and the Salinas Valley Groundwater Basin Sustainability Agency (SVGBSA).

On September 9, 2022, the Agency's Board of Directors (BOD) approved the Agency entering into a Sub-Grant Agreement with the SVBGSa for implementation of studies and projects that enhance groundwater sustainability efforts in the Salinas Valley. On September 9, 2022, the Agency's Board of Directors (BOD) approved a Professional Services Agreement (PSA) with E2 Consulting Engineers, Inc. (E2) for hydraulic modeling and analysis of the Castroville Seawater Intrusion Project's (CSIP) distribution system. On October 10, 2022, the Agency's Board of Directors (BOD) approved Amendment No.1 to allow E2 to develop multiple CSIP improvement projects identified from the hydraulic modeling effort.

Amendment No. 2 of the agreement for Professional Services with E2 Consulting Engineers, Inc., will extend the term of the contract to June 30, 2028, allowing E2 to provide hydraulic modeling, analysis, and engineering services for the Castroville Seawater Intrusion Project's distribution system through October 31, 2025, as specified in the sub-grant agreement.

The hydraulic modeling effort has been completed. A report of modeling results and findings and design of CSIP enhancement projects is underway. This amendment is for extension of term only.

FINANCING:

- Original PSA w/E2, \$473,520 in identified funds from Fund 134 - SRDF O&M
  - o \$473,520 reimbursable under sub-grant component 3
- Amendment 1 of PSA w/E2, \$425,000 in identified funds from Fund 134 - SRDF O&M
  - o \$425,000 reimbursable under sub-grant component 3

OTHER AGENCY INVOLVEMENT:

Salinas Valley Basin Groundwater Sustainability Agency

Prepared by: Guillermo Alvarez, Water Resources Engineer (831) 279-6144

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

Attachments:

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



# County of Monterey

**Item No.**

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Chambers  
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Prepared by: Guillermo Alvarez, Water Resources Engineer (831) 279-6144

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

Attachments:

1. Agreement for Professional Services
2. Amendment No. 1
3. Amendment No. 2
4. 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 E2 Consulting Engineers, Inc., a California Corp., 2100 Powell Street, Suite 850, Emeryville, CA 94608 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:

The Contractor will supply hydraulic modeling and engineering services to to provide analysis, recommendations, and technical reports per scope of work and work schedule in Exhibit A.

(b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.

(c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

(d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.

2. Term of Agreement. The term of this Agreement shall begin on October 17, 2022 by CONTRACTOR and Agency, and will terminate on June 30, 2025, 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 Four Hundred Seventy Three Thousand, Five Hundred and Twenty dollars

(\$ 473,520.00).

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.

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

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

## 6. Insurance.

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

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

neither relieve nor decrease the liability of the CONTRACTOR.

6.2 Qualifying Insurers:

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

6.3 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

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

#### 6.4 Other Insurance Requirements.

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

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

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

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

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

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

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

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

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

deducted from any sum due CONTRACTOR.

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

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

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

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

26. Contract Administrators.

CONTRACTOR's designated principal responsible for administering  
 CONTRACTOR's work under this Agreement shall be  
Vinod M. Badani, P.E.- Vice President

Agency's designated administrator of this Agreement shall be  
Mark Foxworthy- Associate Water Resources Engineer

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

<b>TO AGENCY</b>	<b>TO CONTRACTOR</b>
<u>Name: Mark Foxworthy</u>	<u>Name: Vinod M. Badani</u>
<u>Address:</u>	<u>Address:</u>
<u>1441 Schilling Place, Salinas CA 93901</u>	<u>2100 Powell Street, Suite 850, Emeryville, CA 94608</u>
<u>Telephone: 831-755-8984</u>	<u>Telephone: 510-652-1164</u>
<u>Fax: 831-424-7935</u>	<u>Fax: 510-355-3611</u>
<u>E-Mail: foxworthymel@co.monterey.ca.us</u>	<u>E-Mail: vinod.badani@e2.com</u>

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, Deliverables

Exhibit B - Fee Schedule

Exhibit C -

Exhibit D -

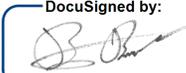
32. Entire Agreement --As of the effective date of this Agreement, this document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating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

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

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

**MONTEREY COUNTY WATER  
RESOURCES AGENCY:**

**CONTRACTOR:**

BY:   
DocuSigned by:  
2B64A6A1043A441...

BY: *Vinod Badani*

Brent Buche  
General Manager

Type Name: Vinod M. Badani

Title: Vice President

Date: 9/26/2022 | 11:05 AM PDT

Date: 9-2-2022

BY: 

Type Name: Hersh Saluja

Title: Chief Executive Officer (CEO)

Date: 9-6-2022

\* 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.

( E2 Consulting Engineers, Inc. )  
Agreement

\*\*\*\*\*

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

Approved as to fiscal provisions:

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

DocuSigned by:  
*[Signature]*  
A59152E49ADC476...  
Administrative Analyst

Dated: 9/23/2022 | 1:26 PM PDT

Dated: 9/26/2022 | 8:24 AM PDT

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

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

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

Dated: 9/23/2022 | 1:38 PM PDT

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

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

## Exhibit A

### Scope of Work and Work Schedule

#### **CASTROVILLE SEAWATER INTRUSION PROJECT DYNAMIC HYDRAULIC MODELING AND ANALYSIS**

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

#### **Scope of Work**

Scope of Work to perform Dynamic Hydraulic Modeling and Analysis of the Existing Castroville Seawater Intrusion Project (CSIP) irrigation water distribution system to optimize system operations includes following activities:

#### **Dynamic Hydraulic Modeling**

- Develop and Calibrate a Hydraulic Model of the CSIP irrigation Water Distribution System
- Identify any hydraulic deficiencies in the existing distribution system
- Recommend upgrades to enhance the delivery system that reduces supplemental well pumping and eliminates occurrences of low system pressure

**Additional Water Storage** facilities to improve system deliveries and provide additional water storage that would provide benefits to CSIP Distribution System during peak demand period.

Development of an **Irrigation/Scheduling System** to provide sustainable system demand flow rate and optimize distribution to active turnouts in the current system configuration. The results will assist in support of the water order scheduling system currently being developed by Monterey One Water (M1W).

#### **TASKS**

##### **TASK 1 – REVIEW BACKGROUND DOCUMENTS AND DATA**

Review existing documents and historical operation data related to CSIP, Salinas Valley Reclamation Project (SVRP) and Salinas River Diversion Facility (SRDF). All documents will be provided by MCWRA which will include:

- As-Built Drawings
- CSIP Model Analysis (Schaaf and Wheeler 2015)
- Hydraulic Analysis of Existing CSIP System Operation (Boyle Engineering 2006)
- CSIP Hydraulic Constraints (RMC TM 2001)
- CSIP Design Criteria Report (Montgomery-Watson 1993)
- Historical CSIP, SVRP and SRDF operation data
- MCWRA's CSIP System Model in Bentley's WaterCAD v6.5.

## **TASK 2 – FIELD SURVEY AND FLOW/PRESSURE VERIFICATION**

### **Subtask 2.1 - Field Survey**

Conduct field survey of the existing facilities as needed to verify accuracy of information provided by MCWRA.

### **Subtask 2.2 – Flow/Pressure Tests**

In conjunction with operating staff, identify best locations for observing field flow and/or pressure tests as required to develop and validate the hydraulic model.

## **Task 3 – Develop Dynamic Hydraulic Model**

### **Subtask 3.1 - Verification/Validate Previous Models**

Verify validity of previous model runs by other consultants to identify the potential or reasonable range of operation, i.e., the system's upper and lower bounds in terms of capacity, compare results to operational experience. and discuss any modifications with MCWRA to achieve better agreement with current operating experience.

### **Subtask 3.2 – CSIP Dynamic Hydraulic Model**

After verification/validation of the Model provided by MCWRA, convert/generate CSIP Dynamic Hydraulic Model.

### **Subtask 3.3 – Develop System Scenarios**

Develop system scenarios to model in coordination with MCWRA. This will include following elements:

**Subtask 3.3.1 Meetings** – Attend up to two meetings with MCWRA staff to review and identify system operational concerns, set criteria to be used during model analyses (e.g., scenarios, flow conditions and pressure/velocity constraints)

**Subtask 3.3.2 Potential Scenarios** – Potential system scenarios include:

A. Current System Configuration

- a. Determine Maximum Flow with all supplemental wells OFF
- b. Determine Maximum Flow with all supplemental wells ON

B. Evaluation of A1 Monitoring Station: Current System with Implementation of the 3 Model ID components listed in Table 6 of the CSIP Hydraulic Constraint– Technical Memorandum (2001) prepared by RMC upgrade. These three components are:

Model ID #1 (Pipe Size-51-inch) – recommended 48-inch Control Valve and 48-inch Meter Size

Model ID #2 (Pipe Size 45-inch) – recommended 45-inch Control Valve and 42-inch Meter Size

Model ID #4 (Pipe Size 36 – inch) – recommended 36-inch Control Valve

- a. Determine Maximum Flow with all supplemental wells OFF
- b. Determine Maximum Flow with all supplemental wells ON

C. Current System with Implementation of all 6 Model ID components upgraded as listed in Table 6 of the of CSIP Hydraulic Constraint – Technical Memorandum (2001) prepared by RMC upgrade. Three Model ID Components are listed under subtask 3.3.2.B above and remaining 3 Model ID Components are:

Model ID #9 (Pipe Size-36-inch) – recommended 36-inch Control Valve

Model ID #18 (Pipe Size 33-inch) – recommended 33-inch Control Valve and 30-inch Meter Size

Model ID #20 (Pipe Size 36 – inch) – recommended 36-inch Control Valve

- a. Determine Maximum Flow all supplemental wells OFF
- b. Determine Maximum Flow with all supplemental wells ON

#### D. Constant Head System

- a. Run with Current System Configuration (Subtask 3.3.2.A) and determine maximum flow and desired head. (Ensure maximum pressure does not exceed existing pipe design criteria at any location).
- b. Run with Current System and implementation of 3 Model ID components listed in Table 6 of the CSIP Hydraulic Constraint – Technical Memorandum (2001) prepared by RMC upgrade. (Subtask 3.3.2.B) and determine maximum flow and desired head. (Ensure maximum pressure does not exceed existing pipe design criteria at any location).

#### E. Additional Model Run

Options for three (3) additional model runs based on the findings of the preliminary Model Runs (Subtasks 3.3.2.A through 3.3.2.D listed above). Model Run Criteria will be determined between E2 and MCWRA.

### Task 4 - Deliverables

1. Prepare and submit Draft (Pre-Model) Technical Memorandum summarizing Model Scenario parameters, and assumptions established under Subtask 3.1. Include in the TM descriptions of System scenarios, (flows, wells, booster pumping stations, turnouts etc.) developed in subtask 3.3.
2. Respond to MCWRA review comments.
3. Incorporate response to MCWRA comments and prepare final Technical Memorandum.

### Task 5 – Perform Dynamic Modeling

Upon authorization from MCWRA:

1. Develop and run the Dynamic Hydraulic Model scenarios prepared under Task 3.
  - 1.1 Summarize results of all 5-scenarios. Up to six model runs per scenario may be performed based on criteria developed in meetings with MCWRA staff under subtask 3.3.1.
  - 1.2 Identify if “As-Desired” operational criteria are met. If not met, provide brief explanation of factor(s) preventing meeting criteria.

“As Desired-Operations” to minimize supplemental well (ground water) use and meet demand going forward for the CSIP system are as follows:

- As a constant head gravity regime system
  - Increase storage at RTP
- 10 psi minimum operating pressure at each turnout
- Decrease instantaneous or short-term peak system demand flows
  - Scheduled water deliveries

- Increase peak flow delivery (without use of supplemental wells)
  - Increased water storage using existing water sources, including:
    - inline system storage
    - booster pump station operation
- Integration of SCADA control system with real-time monitoring at all operational turnouts to allow system operators to take action as needed on unscheduled use.

Current optimization efforts of the CSIP system include the installation of remote monitoring units (RMU's) at each operational turnout. These RMU's will provide real-time monitoring of system flow and pressure throughout the distribution system. This monitoring will allow water order scheduling and assigned flow rate compliance at each turnout.

1.3 Summarize pros and cons of each scenario.

1.4 Identify any deficiencies in each scenario.

1.5 Attend a meeting to discuss preliminary findings of model runs A through E under Subtask 3.3.2

1.5.1 If needed, generate additional scenario(s) and criteria E under task 3.3.2

1.6 Identify physical system improvements/modifications required for each scenario.

1.7 Provide budget-level construction cost estimate for improvements/modifications recommended for each scenario.

#### **Task 6 - Deliverables**

1. Prepare and submit Draft (Post-Modeling) Technical Memorandum Summarizing Results of Task 5.
2. Prepare and submit a Draft "Basis of Design" Memorandum for rehabilitation/redesign of Monitoring Station A-1 based on results of Task 5.
3. Respond to MCWRA review comments.
4. Incorporate response to MCWRA comments and prepare final Technical Memorandum.

#### **Task 7 - Project Management, Quality Assurance/Quality Control (Qa/Qc), And Meetings**

**Project Management** - E2 plans to provide effective management throughout the duration of the project to ensure a finished project of the highest quality that is constructed within the budget and the time limits that have been established for this project. Collaboration and effective communication between the MCWRA and E2 will be crucial in meeting these goals.

**Quality Assurance/Quality Control** – Our Project Manager (PM) and Technical Director (TD) will review all deliverables to ensure all technical deliverable are of the highest quality for the entire duration of this project. Our Technical Director will be involved throughout the project to provide input on model scenarios, interpretation of model results, and options for system optimization.

**Meetings** - This will be facilitated through bi- monthly coordination meetings over the duration of the project, beginning with a project commencement and user group meeting with MCWRA/M1W Operations Staff. Key issues arising between bi-monthly coordination meetings can be addressed by periodic conference calls. Minutes from bi-monthly coordination meetings and documentation of consensus established for key issues will be provided by E2 on a timely basis.

**Review Meetings** - In addition to bi-monthly meetings, additional review meetings with MCWRA staff will be conducted after each Draft and Final Draft Technical Memoranda.

**Work Schedule**

September, 2022	Commence work
December, 2022	Submit Draft Pre-model Technical Memorandum (Task 4) to MCWRA
March, 2023	Submit Draft Post-modeling Technical Memorandum (Task 6) to MCWRA
April, 2023	Submit Draft Post-modeling “Basis of Design” Memorandum (Task 6) to MCWRA
By May, 2023	Submit Final Technical Memoranda to MCWRA (Task 7)

## Exhibit B

### Payment Provisions

E2 Consulting Engineers, Inc. (E2) will perform work described in Exhibit A and will be paid on a time and expense basis up to the not-to-exceed total amount of **\$473,520**. Total cost will not exceed this amount so long as the Scope of Work is not changed. If E2's time and expense costs necessary to complete the Scope of Work defined in Exhibit A are less than \$473,520, the Agency enjoys the savings. If E2 requires time and expense to complete the Scope of Work defined in Exhibit A, excepting Task 3.3.2.E (Additional model Run), are over and above \$473,520, the maximum amount payable to Contractor remains \$473,520. The Additional Model Run listed in Task 3.3.2.E is optional and will only be run if doing so will not cause E2's cost to exceed \$473,520.

Hourly billing rates will be paid per the Fee Schedule below and expenses will be paid as described below.

#### FEE SCHEDULE

Classification	Hourly Billing Rate
Principal-In-Charge	\$ 240.00
Technical Specialist	\$ 200.00
Supervising Engineer	\$ 185.00
Project Engineer	\$ 145.00
Specialist III	\$ 135.00
Specialist II	\$ 85.00

Above rates are billed for both regular and overtime hours in all categories. The Fee Schedule herein shall be valid for a twelve-month period, beginning September 1, 2022. Hourly billing rates and other direct costs chargeable to the project may be modified as agreed by Agency and E2 after said period of time. The parties shall agree to any modification in writing as an Amendment to the Agreement. Rates will be adjusted no more than four percent (4%), with approval from MCWRA, from July 1, 2023, to June 30, 2024.

#### EXPENSES

Expenses are identifiable costs necessarily incurred by E2 to complete the Scope of Work. Expenses include, but are not limited to, travel and subsistence expenses, document reproduction costs, and postal costs. Expenses shall be accounted for in each invoice by submittal of receipts for such costs and a description of their necessity. Monterey County Travel Policy requires hotel, meals, and incidentals be billed at U.S. General Services Administration (GSA) rates, no mark-up; mileage is billable at IRS allowable rate at time of travel, no mark-up. Sub-consultant, postal and materials costs may be marked up 10%.

MONTEREY COUNTY WATER RESOURCES AGENCY														
DYNAMIC HYDRAULIC MODELING AND ANALYSIS OF EXISTING CSIP IRRIGATION WATER DISTRIBUTION SYSTEM														
ESTIMATE OF ENGINEERING SERVICES FEES														
Task	Task Descriptions	Principal in Charge & PM - Vinod Badani	Technical Director- Joe Reichenberger	Project Engineer- Loren Weinbrenner	Project Engineer- Pavitra Prakash	CAD Operator - Bill Harris Mark Davis	Specialist II- Office Administrative Staff	Total Labor Hours	Total Labor Cost - E2	Other Direct Costs	Sub-Consultant's Cost- Larry Crossley	Sub-Consultant's Cost- Scott Foster	Total Cost <sup>(1)</sup>	
		Hourly Rates \$ 240	\$ 200	\$ 185	\$ 145	\$ 135	\$ 85							
<b>1 REVIEW BACKGROUND DOCUMENTS AND DATA</b>														
	As-Build Drawings	8		16	16			40	\$ 7,200				\$ 7,200	
	CSIP Model Analysis-Schaaf & Wheeler	4	4		16			24	\$ 4,080			\$ 1,000	\$ 5,180	
	Hydraulic Analysis of Existing CSIP System Operation (Boyle Engineering 2006)	4	4		16			24	\$ 4,080			\$ 1,000	\$ 5,180	
	CSIP Hydraulic Constraints (RMC TM 2001)	4	4		8			16	\$ 2,920			\$ 1,000	\$ 4,020	
	Historical CSIP, SVRP and SRDF Operation Data	4	6	8	8			26	\$ 4,800			\$ 1,000	\$ 5,900	
	MCWRA's CSIP System Model in Bentley's WaterCAD v6.5	4	4		8			16	\$ 2,920	\$ 5,000		\$ 1,000	\$ 9,020	
	<b>Total Task 1</b>	<b>28</b>	<b>22</b>	<b>24</b>	<b>72</b>	<b>0</b>	<b>0</b>	<b>146</b>	<b>\$ 26,000</b>	<b>\$ 5,000</b>	<b>\$ -</b>	<b>\$ 5,000</b>	<b>\$ 36,500</b>	
<b>2 FIELD SURVEY AND FLOW/PRESSURE VERIFICATION</b>														
	2.1 - Field Survey	4		16	16			36	\$ 6,240	\$ 1,000			\$ 7,240	
	2.2 Flow/Pressure Tests		8	24	24			56	\$ 9,520	\$ 1,000			\$ 10,520	
	<b>Total Task 2</b>	<b>4</b>	<b>8</b>	<b>40</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>92</b>	<b>\$ 15,760</b>	<b>\$ 2,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 17,760</b>	
<b>3 DEVELOP DYNAMIC HYDRAULIC MODEL</b>														
	3.1 Verification/Validate Previous Models	8	8		80			96	\$ 15,120				\$ 15,120	
	3.2 CSIP Dynamic Hydraulic Model	8	16		120			144	\$ 22,520				\$ 22,520	
	3.3 Develop System Scenarios	8	10	8	8			34	\$ 6,560			\$ 10,000	\$ 17,560	
	3.3.1 Meetings (2 Meetings 4hrs. Each are Budgeted)	8	8	8	8			32	\$ 6,160				\$ 6,160	
	3.3.2 Potential Scenarios													
	A. Current System Configuration	8	8		40			56	\$ 9,320				\$ 9,320	
	B. Current System with Implementation of 3 Model ID Components listed in Table 6 of RMC TM 2001	8	8		40			56	\$ 9,320				\$ 9,320	
	C. Current System with Implementation of all 6 Model ID Components listed in Table 6 of RMC TM 2001	8	8		40			56	\$ 9,320				\$ 9,320	
	D. Constant Head System	8	8		40			56	\$ 9,320				\$ 9,320	
	E. Additional Model Run	8	8		40			56	\$ 9,320				\$ 9,320	
	<b>Total Task 3</b>	<b>72</b>	<b>82</b>	<b>16</b>	<b>416</b>	<b>0</b>	<b>0</b>	<b>586</b>	<b>\$ 96,960</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,000</b>	<b>\$ 107,960</b>	
<b>4 DELIVERABLES (TASK 3)</b>														
	1. Draft (Pre-Model) TM	8	8	40	120	40		216	\$ 33,720				\$ 33,720	
	2. Respond to MCWRA Review Comments	8	8	16	16			48	\$ 8,800				\$ 8,800	
	3. Incorporate responses to MCWRA Comments and Final TM	4		8	24			36	\$ 5,920				\$ 5,920	
	<b>Total Task 4</b>	<b>20</b>	<b>16</b>	<b>64</b>	<b>160</b>	<b>40</b>	<b>0</b>	<b>300</b>	<b>\$ 48,440</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 48,440</b>	
<b>5 PERFORM HYDRAULIC MODELING</b>														
	1. Develop and Run Dynamic Hydraulic Model scenarios prepared under Task 3	16	40		160				\$ 35,040				\$ 35,040	
	1.1 Summarize Results of all 5-Scenarios. Up to 6 Model Runs/Scenario	8	8	40	80			136	\$ 22,520				\$ 22,520	
	1.2 Identify if, As-Desired Operational Criteria are met, if not Provide explanation of Factors Preventing meeting criteria	8	8	16	40			72	\$ 12,280				\$ 12,280	
	1.3 Summarize Pros and Cons of each Scenario	8	8	16	40			72	\$ 12,280				\$ 12,280	
	1.4 Identify Deficiencies in each Scenario	8	8	16	40			72	\$ 12,280				\$ 12,280	
	1.5 Attend Meetings with MCWRA Staff Discuss Preliminary Findings of Model Runs A through E Under Subtask 3.3.2	8	8	8	8			32	\$ 6,160				\$ 6,160	
	1.5.1 -If Needed, Generate additional scenarios and Criteria developed by MCWRA and E2 Additional 3-Model runs are estimated	8	8	16	40			72	\$ 12,280				\$ 12,280	
	1.6 Identify Physical System Improvements/Modifications required for each scenarios	16	12	80	8	120		236	\$ 38,400	\$ 15,000			\$ 54,900	
	1.7 Prepare Budget-Level Construction Cost Estimate for recommended Improvements/Modifications for each scenario	40	4	80				124	\$ 25,200				\$ 25,200	
	<b>Total Task 5</b>	<b>104</b>	<b>64</b>	<b>272</b>	<b>256</b>	<b>120</b>	<b>0</b>	<b>816</b>	<b>\$ 141,400</b>	<b>\$ -</b>	<b>\$ 15,000</b>	<b>\$ -</b>	<b>\$ 157,900</b>	
<b>6 DELIVERABLES (TASK 5)</b>														
	1. Draft (Pre-Model) TM	8	8	40	120	40		216	\$ 33,720				\$ 33,720	
	2. Respond to MCWRA Review Comments	8	8	16	16			48	\$ 8,800				\$ 8,800	
	3. Incorporate responses to MCWRA Comments and Final TM	4		8	24			36	\$ 5,920				\$ 5,920	
	<b>Total Task 6</b>	<b>20</b>	<b>16</b>	<b>64</b>	<b>160</b>	<b>40</b>	<b>0</b>	<b>300</b>	<b>\$ 48,440</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 48,440</b>	
<b>7 PROJECT MANAGEMENT, QA/QC, AND MEETINGS</b>														
	1. Project Management	40					16	56	\$ 10,960				\$ 10,960	
	2. Quality Assurance/Quality Control	8	40	24				72	\$ 14,360				\$ 14,360	
	3. Meetings - Every 2-week (Via Zoom/MS Team) 1-Kick off and 16 Bi-Weekly Meetings	40	20	40	40			140	\$ 21,000	\$ 1,200			\$ 22,200	
	4. Review Meeting with MCWRA - 2-Review Meetings are budgeted	16	8	16	8			48	\$ 8,400	\$ 600			\$ 9,000	
	<b>Total Task 7</b>	<b>104</b>	<b>68</b>	<b>80</b>	<b>88</b>	<b>0</b>	<b>16</b>	<b>316</b>	<b>\$ 54,720</b>	<b>\$ 1,800</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 56,520</b>	
	<b>Total Tasks 1 through 7</b>	<b>352</b>	<b>276</b>	<b>560</b>	<b>1104</b>	<b>200</b>	<b>16</b>	<b>2556</b>	<b>\$ 431,720</b>	<b>\$ 8,800</b>	<b>\$ 15,000</b>	<b>\$ 15,000</b>	<b>\$ 473,520</b>	

Note  
<sup>1</sup> Total Cost includes 10% Mark-ups on Subconsultant's costs

**AMENDMENT NO. 1 TO  
AGREEMENT FOR SERVICES  
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND  
E2 CONSULTING ENGINEERS, INC.**

**THIS AMENDMENT NO. 1** to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, “Agency”) and e2 Consulting Engineers, Inc. (hereinafter, “CONTRACTOR”) is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and CONTRACTOR are referred to as the “Parties”).

**WHEREAS**, CONTRACTOR entered into an Agreement for Services with the Agency on September 26, 2022 (hereinafter, “Agreement”);

**WHEREAS**, the Parties wish to amend the Agreement with a dollar amount increase of \$425,000.00, not to exceed \$898,520.00, 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 replace Exhibit A, “Scope of Work/Work Schedule”, with Exhibit C, “Revised Scope of Work.”
2. Amend Section 3, “Payments to CONTRACTOR; maximum liability”, to read as follows:

Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to the contractor under this contract is Eight Hundred Ninety-eight Thousand Five Hundred Twenty dollars (\$898,520.00)

Original Agreement	\$473,520
<u>Amendment No. 1</u>	<u>\$425,000</u>
Not to exceed total:	\$898,520

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

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

Amendment No. 1  
E2 Consulting Engineers Inc.

**MONTEREY COUNTY WATER RESOURCES AGENCY**

DocuSigned by:  
  
By: \_\_\_\_\_  
2B64A5A1043A441...  
Brent Buche  
General Manager

Date: 11/18/2022 | 3:44 PM PST  
\_\_\_\_\_

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

DocuSigned by:  
  
By: \_\_\_\_\_  
22D690CA05A940B...  
Assistant County Counsel

Date: 11/17/2022 | 10:24 AM PST  
\_\_\_\_\_

**Approved as to Fiscal Provisions**

DocuSigned by:  
  
By: \_\_\_\_\_  
4E7E657875454AE...  
Auditor-Controller

Date: 11/18/2022 | 8:31 AM PST  
\_\_\_\_\_

DocuSigned by:  
  
By: \_\_\_\_\_  
A59452F49ADC476...  
Administrative Analyst

Date: 11/17/2022 | 10:26 AM PST  
\_\_\_\_\_

**Approved as to Indemnity, Insurance Provisions**

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

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

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

**CONTRACTOR**

E2 Consulting Engineers, Inc.  
\*Contractor Business Name

By:   
(Signature of Vice President)

Title: Vinod Badani, Vice President  
(Print Name and Title)

Date: 10-11-2022  
\_\_\_\_\_

By:   
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Auditor Controller)

Title: Hersh Saluja, CEO  
(Print Name and Title)

Date: 10-11-2022  
\_\_\_\_\_

**AMENDMENT NO. 2 TO  
AGREEMENT FOR SERVICES  
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND  
E2 CONSULTING ENGINEERS, INC.**

**THIS AMENDMENT NO. 2** to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, “Agency”) and E2 Consulting Engineers, Inc. (hereinafter, “CONTRACTOR”) is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and CONTRACTOR are referred to as the “Parties”).

**WHEREAS**, CONTRACTOR entered into an Agreement for Services with the Agency on September 26, 2022 and Amendment No. 1 on November 18, 2022 (hereinafter, “Agreement”);

**WHEREAS**, the Parties wish to amend the Agreement with a term extension to June 30, 2028, to continue providing services identified in the Agreement.

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

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

Term of Agreement. The term of this Agreement shall begin on **September 26, 2022**, by CONTRACTOR and Agency, and will terminate on **June 30, 2028**, unless earlier terminated as provided herein.

3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

***This section intentionally left blank.***

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement as of the day and year written below:

**MONTEREY COUNTY WATER  
RESOURCES AGENCY**

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

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

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

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

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

**Approved as to Fiscal Provisions**

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

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

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

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

**Approved as to Indemnity, Insurance Provisions**

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

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

**CONTRACTOR:  
E2 Consulting Engineers, Inc.**

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

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

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

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

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

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

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

Amendment No. 2 – E2 Consulting Engineers, Inc.



***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 E2 CONSULTING ENGINEERS, )  
INC. TO EXTEND THE TERMS OF THE AGREEMENT TO JUNE 30, )  
2028, TO PROVIDE HYDRAULIC MODELING, ANALYSIS, AND )  
ENGINEERING SERVICES FOR THE CASTROVILLE SEAWATER )  
INTRUSION PROJECT’S DISTRIBUTION SYSTEM; AND )  
AUTHORIZE THE GENERAL MANAGER TO EXECUTE THE )  
AMENDMENT. )

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

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

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

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

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



# County of Monterey

## Item No.4

### Board Report

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

Legistar File Number: WRAG 25-093

June 16, 2025

**Introduced:** 6/10/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

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

#### RECOMMENDATION:

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

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

#### SUMMARY/DISCUSSION:

On August 21, 2023, the Board of Directors approved the Agreement for Services with GEI Consultants, Inc. to provide Engineering, permitting, and environmental services for the repair of the Agency's Moss Landing Tide Gates facility.

Project design and repair plan has been completed, permits for the repair are under final review and will be submitted by the end of June 2025.

Amendment No. 1 of the agreement for Professional Services with GEI Consultants, Inc., will extend the term of the contract to June 30, 2028, allowing GEI to provide engineering services through completion of the planned repairs to Moss Landing Tide Gate Facilities. Construction of repairs are scheduled to be completed by June 2026. This amendment is for extension of term only.

#### OTHER AGENCY INVOLVEMENT:

- U. S. Army Corps of Engineer (USACE): Nationwide Permit Pre-construction Notification (PNC).
- California Water Board: Certification of the Corps' remaining Nation Wide Permits (Notice of Intent).
- California Department of Fish and Wildlife: 10155- Notify for Standard Agreement (cannabis and non-Cannabis).
- California Coastal Commission: Coastal Development Permit Application.
- Monterey County Public Works.

FINANCING:

Fund 127 - Funds identified in FY2026 budget.

Monterey County Public Works - 50% project cost are reimbursable per MOU between Public Works and Water Resources Agency.

Prepared by: Guillermo Alvarez, Water Resources Engineer (831) 279-6144

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

Attachments:

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



# County of Monterey

Item No.

## Board Report

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

Legistar File Number: WRAG 25-093

June 16, 2025

**Introduced:** 6/10/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

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

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- Monterey County Public Works.

FINANCING:

Fund 127 - Funds identified in FY2026 budget.

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Prepared by: Guillermo Alvarez, Water Resources Engineer (831) 279-6144

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

Attachments:

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

**AMENDMENT NO. 1  
TO AGREEMENT BY AND BETWEEN  
MONTEREY COUNTY WATER RESOURCES AGENCY &  
GEI CONSULTANTS, INC.**

**THIS AMENDMENT NO. 1** is made to the PROFESSIONAL SERVICES AGREEMENT by and between **GEI CONSULTANTS, INC.**, hereinafter “CONTRACTOR”, and the Monterey County Water Resources Agency, a political subdivision of the State of California, hereinafter referred to as “Agency”.

**WHEREAS**, the Agency and CONTRACTOR wish to amend the AGREEMENT to reflect the Agency’s exercise of the option to extend the term of the agreement to June 30, 2028; and

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

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

Term of Agreement. The term of this agreement shall begin on **August 21, 2023**, by CONTRACTOR and Agency, and will terminate on **June 30, 2028**, unless earlier terminated as provided herein.

2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 1 and shall continue in full force and effect as set forth in the AGREEMENT.
3. A copy of this AMENDMENT NO. 1 shall be attached to the original AGREEMENT dated August 21, 2023.

*This space left blank intentionally*

**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT NO. 1 on the day and year written below.

MONTEREY COUNTY WATER  
RESOURCES AGENCY

CONTRACTOR: GEI Consultants, Inc.

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

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

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

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

*Approved as to Fiscal Provisions:*

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

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

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

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

*Approved as to Liability Provisions:*

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

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

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

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

*Approved as to Form:*

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

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

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

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

This is an agreement (“Agreement”) between the Monterey County Water Resources Agency, hereinafter called "Agency," and GEI Consultants, Inc., a Massachusetts Corporation located at 180 Grand Avenue, Suite 950, Oakland CA 94612 hereinafter called "CONTRACTOR".

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

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

- (a) The scope of work is briefly described and outlined as follows:  
Engineering, permitting, and environmental services related to the design and permitting for the repair of the Agency's Moss Landing Tide Gate facility.
- (b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
- (c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- (d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.

2. Term of Agreement. The term of this Agreement shall begin on August 21, 2023 by CONTRACTOR and Agency, and will terminate on June 30, 2025, 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 thousand dollars.

(\$)-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 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, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subCONTRACTORS or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

## 6. Insurance.

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

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

neither relieve nor decrease the liability of the CONTRACTOR.

6.2 Qualifying Insurers:

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

6.3 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

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

#### 6.4 Other Insurance Requirements.

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

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

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

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

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

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

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

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

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

deducted from any sum due CONTRACTOR.

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

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

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

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

26. Contract Administrators.

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

Mr. William Rettberg

Agency's designated administrator of this Agreement shall be

Mark Foxworthy

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

<b>TO AGENCY</b>	<b>TO CONTRACTOR</b>
Name: <u>Mark Foxworthy</u>	Name: <u>Mr. William Rettberg</u>
Address: <u>1441 Schilling Place - N. Bldg, Salinas CA 93901</u>	Address: <u>180 Grand Avenue, Suite 950, Oakland CA 94612</u>
Telephone: <u>(831) 755-8984</u>	Telephone: <u>510-910-2201</u>
Fax: <u>831-424-3579</u>	Fax: <u>-----</u>
E-Mail: <u>foxworthymel@co.monterey.ca.us</u>	E-Mail: <u>wrettberg@geiconsultants.com</u>

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

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

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

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

Exhibit A - Scope of Work/ Work Schedule

Exhibit B - Fee Schedule

Exhibit C - Deliverables

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

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

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

**MONTEREY COUNTY WATER  
RESOURCES AGENCY:**

BY:   
1F182FEB49A2435

Ara Azhderian  
General Manager

Date: 8/25/2023 | 11:46 AM PDT

**CONTRACTOR:**

BY: 

Type Name: WILLIAM RETZBERG

Title: SEN. VP

Date: 8/24/23

BY: 

Type Name: Mark Freitas

Title: Vice-President

Date: 8/24/2023

\* 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.

( GEI Consultants, Inc. )  
Agreement

\*\*\*\*\*

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

Approved as to fiscal provisions:

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

DocuSigned by:  
*Ezequiel Vega Rios*  
7D289913E628402...  
Administrative Analyst

Dated: 8/24/2023 | 3:36 PM PDT

Dated: 8/25/2023 | 8:36 AM PDT

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

DocuSigned by:  
*Patricia Ruiz*  
E79EF64E57454F6...  
Auditor-Controller <sup>2</sup>:

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

Dated: 8/25/2023 | 7:20 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/WORK SCHEDULE

**Task 1 – Review Project Details and Project Management** – This task is for General Oversight and QA/QC by GEI’s MCWRA and Contract Project Managers (Bill and Rob, respectively). It includes some initial review and oversight hours.

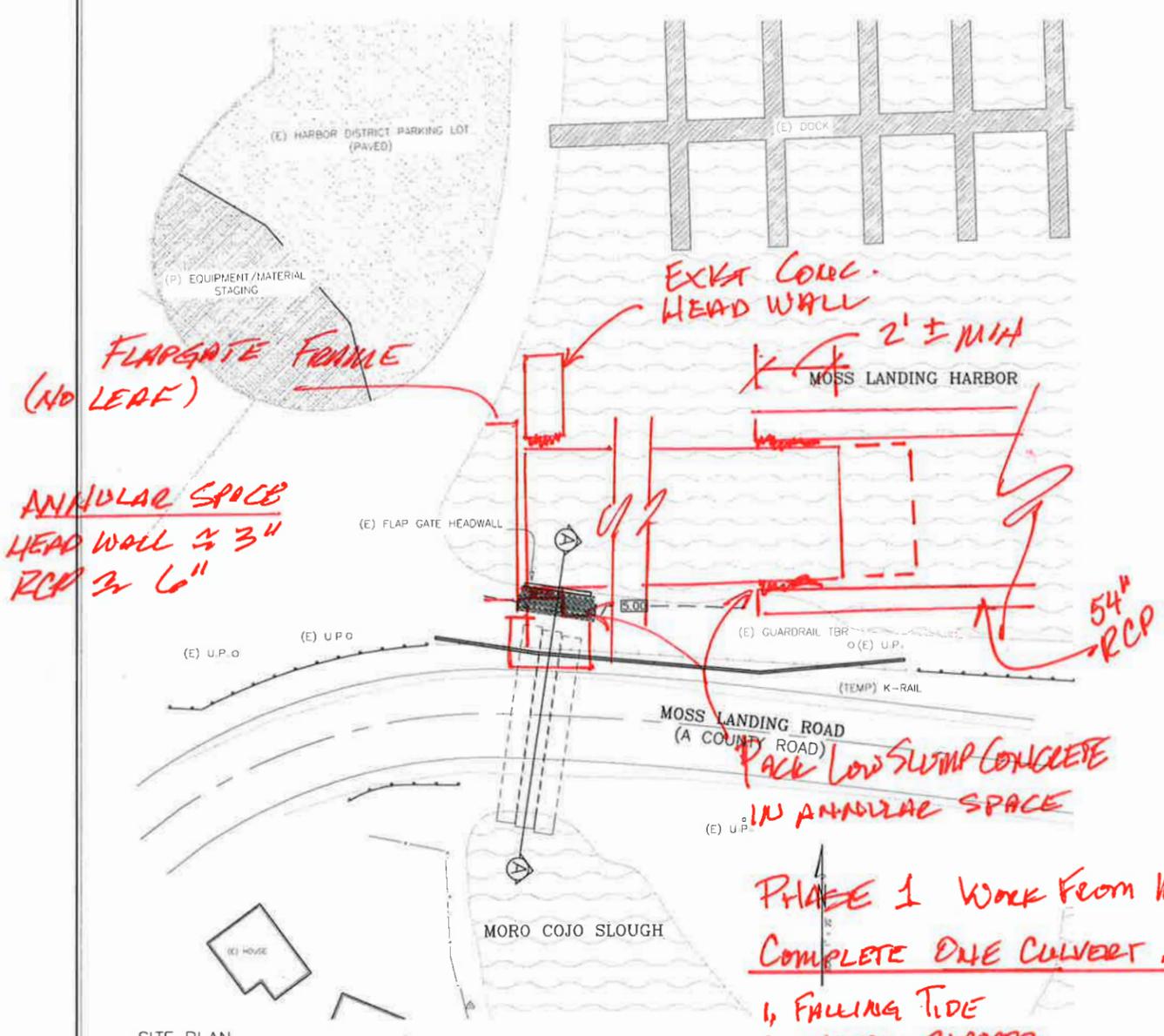
**Task 2 – Develop Plans and Specifications for Construction Contract** – This task is for preparation and QC/QA oversight of plans and specifications for the Moss Landing Tide Gates culvert repair project based on the conceptual design as shown in MCWRA Moss Landing Culverts SOW\_v2 below (this exhibit). The conceptual drawings are included for reference. This task also includes a contingency for additional design efforts if changes are necessary in response to permitting agency comments or requirements.

**Task 3 – Environmental Permitting Assistance** – GEI will prepare environmental regulatory permit applications for the project.

GEI assumes that the necessary permits will include: a U.S. Army Corps of Engineers (USACE) Nationwide Permit (NWP) 3 for Maintenance Activities ; Notice of Intent to work under the General Order for Waste Discharge Requirements for Corps’ Nationwide Permits (WQ-2021-0048-DWQ); Lake and Streambed Alteration Notification to the California Department of Fish and Wildlife; and Coastal Development Permit for the California Coastal Commission. Since the project will require a USACE permit, information to support USACE’s consultations with the U.S. Fish and Wildlife Service, pursuant to Section 7 of the Endangered Species act, and the State Historic Preservation Office, pursuant to Section 106 of the National Historic Preservation Act will also be necessary.

GEI will prepare the draft applications for the permits and send to MCWRA for review. Upon receipt of comments and edits, GEI will finalize the permit applications for MCWRA submittal to the agencies. GEI assumes that MCWRA will prepare the CEQA Notice of Exemption and will pay the filing fees for the final permit applications. This scope of work and fee estimate includes time for GEI to assist MCWRA with consultations with the agencies to obtain issued permits.

Conceptual Drawing



SITE PLAN  
SCALE 1" = 20'

PROJECT PURPOSE

THE PURPOSE OF THIS PROJECT IS TO INSTALL PERMANENT REPAIRS TO THE EXISTING TIDE GATE FACILITY SHOWN IN THESE PLANS. THE PERMANENT REPAIRS ARE DESIGNED TO RETURN THE FACILITY BACK TO ORIGINAL OPERATING CONDITIONS AND PREVENT SEAWATER FROM MOSS LANDING HARBOR, FROM ENTERING INTO AND FLOODING THE MORO COJO SLOUGH. THE MORO COJO SLOUGH IS A NORMALLY BRACKISH TO FRESH WATER HABITAT CONTAINING SEVERAL LISTED THREATENED OR ENDANGERED SPECIES

SURVEY NOTES

- ELEVATIONS SHOWN ARE NAVD 88.
- CONTOUR INTERVAL = 1 FOOT.
- TOPOGRAPHIC SURVEY DATA PROVIDED BY MONTEREY COUNTY PUBLIC WORKS

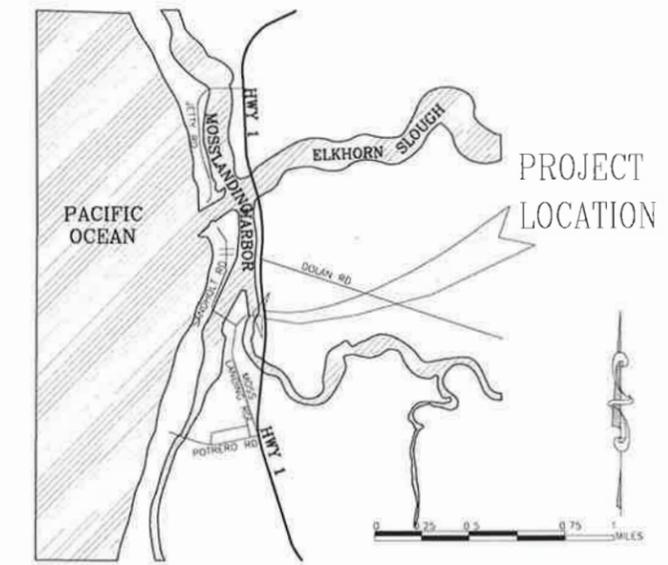
GRADING NOTES

- ALL GRADING SHALL BE DONE ABOVE THE WATER LINE.
- ALL CUT AND FILL MATERIAL SHALL BE STORED A MINIMUM OF 50' FROM WATERS EDGE AT A DESIGNATED MATERIAL STORAGE LOCATION.
- DREDGE/CUT AND FILL QUANTITIES IN CUBIC YARDS (C.Y.):
 

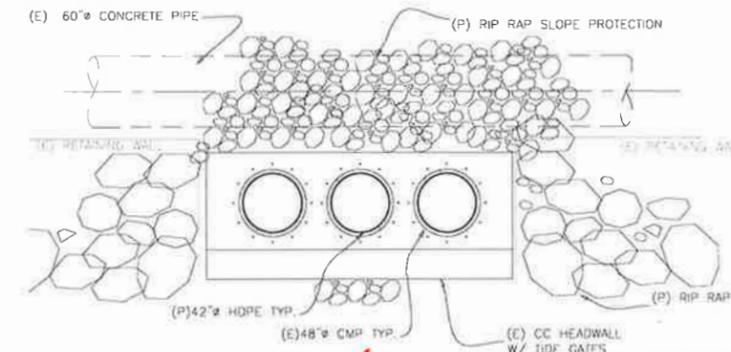
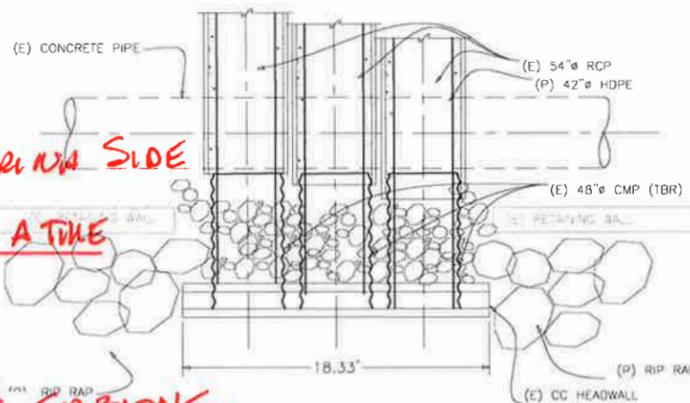
	CUT	FILL
SAND BAGS	9	
CAGON ROCK	17	
HDPE PIPE		6
RIP RAP		26
GROUT		30
TOTAL	26	62
- AT THE END OF EACH DAY THE PROJECT SITE SHALL BE FREE OF TRASH AND DEBRIS.

ABBREVIATIONS (GENERAL)

AC	ASPHALT	RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE	TYP	TYPICAL
(E)	EXISTING	Ø	DIAMETER
EG	EXISTING GRADE	W/	WITH
FG	FINISHED GRADE	TBR	TO BE REMOVED
TEMP	TEMPORARY	U.P.	UTILITY POLE



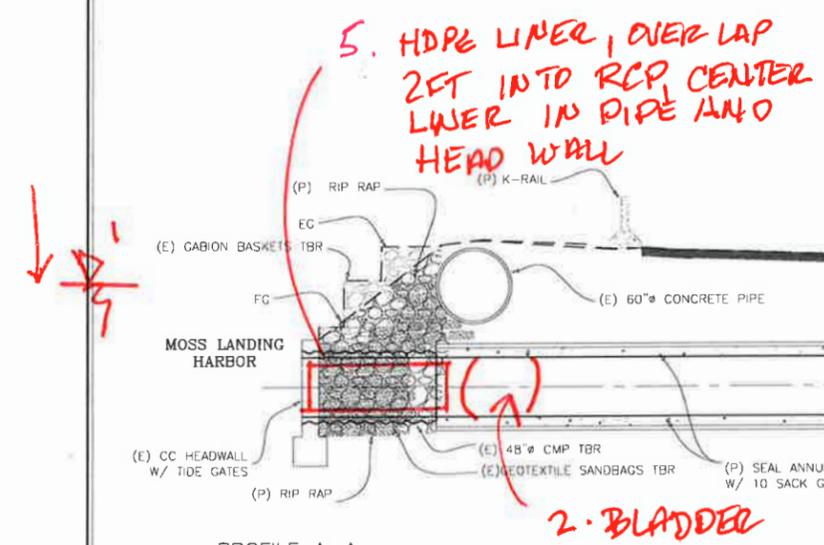
VICINITY MAP



PHASE 1 Work From MARINA SIDE

COMPLETE ONE CULVERT AT A TIME

- FALLING TIDE
- INSTALL BLADDER
- REMOVE FLAP GATE LEAF
- REMOVE EXIST. CMP - 1/2 GABIONS
- INSTALL HDPE LINER DR 21 (100psi) 1/2" ± 2" MIN 2' INTO RCP, CENTER HDPE (LENGTH TO BE FIELD DETERMINED)
- PACK ANNULAR SPACE WITH LOW SLUMP (STIFF) CONCRETE AT LOW TIDE  
DO NOT PACK CONCRETE IN FLAP GATE FRAME (FULL WIDTH WALL, 2' AT RCP)
- REINSTALL FLAP GATE LEAF, REMOVE PLUG
- REPEAT UNTIL ALL CMPS ARE REPLACED
- BACK FILL ANNULAR SPACE BTWN PIPE & RETAINING WALL W/ 3/4" CRUSH GRAVEL, 1' ABOVE HDPE
- PLACE RIP RAP ON SLOPE AND RESTORE



PROFILE A-A  
SCALE 1" = 5'

TIDE GATE W/ 12" SLIDE GATE - EXPLODED VIEW  
SCALE 1" = 2'



REVISIONS		DATE		BY	

**MOSS LANDING TIDE GATES**

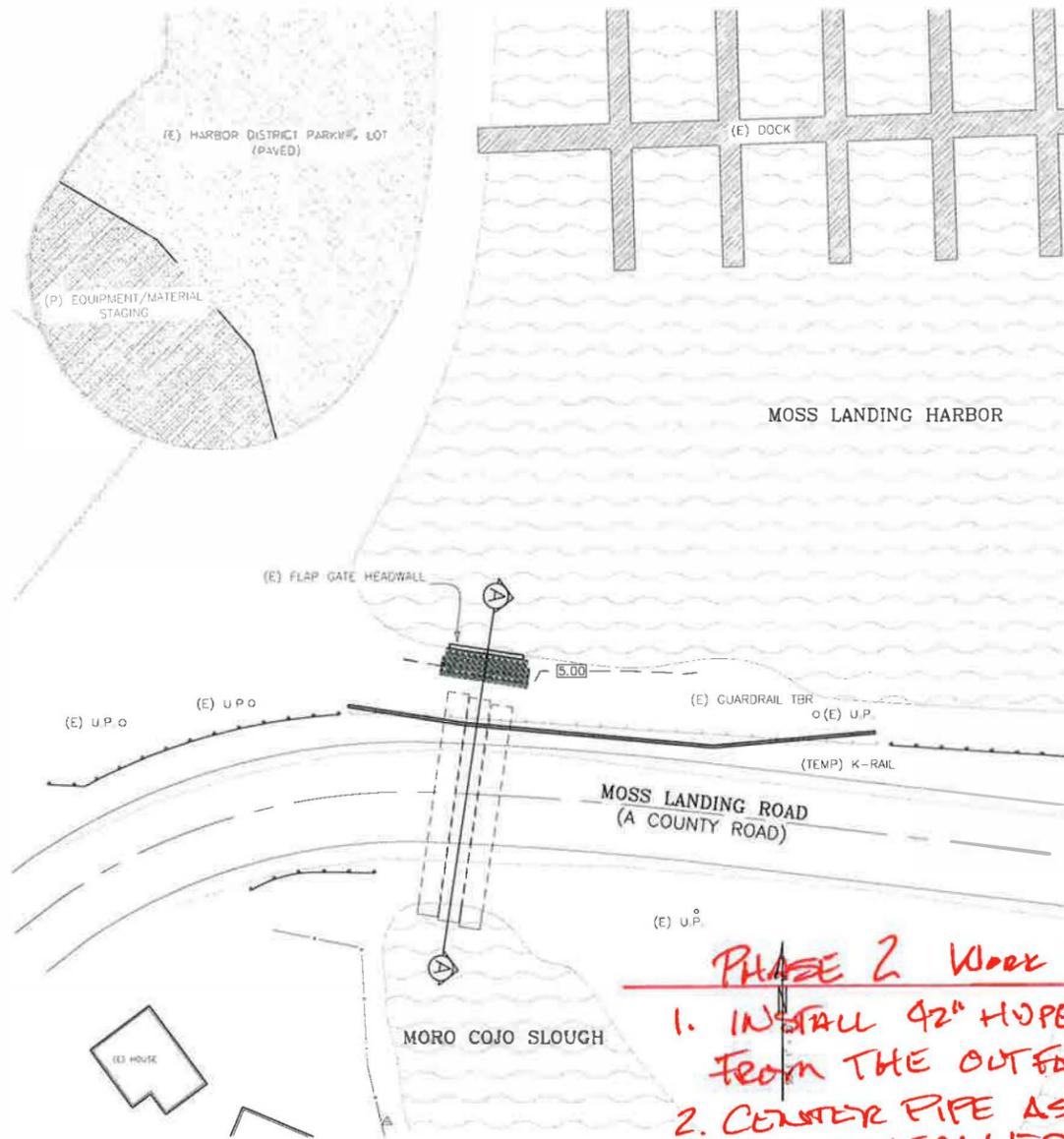
MOSS LANDING HARBOR  
MOSS LANDING ROAD  
MOSS LANDING, CA 95076  
COUNTY OF MONTEREY STATE OF CALIFORNIA

PREPARED BY  
**MONTEREY COUNTY WATER RESOURCES AGENCY**

P.O. BOX 930 (831) 755-4860 SALINAS, CALIFORNIA 93902

SCALE VARIES DATE DEC 2021 DRAWN BY MEF SHEET C-1 OF ONE

# Conceptual Drawing



SITE PLAN  
SCALE 1" = 20'

## PROJECT PURPOSE

THE PURPOSE OF THIS PROJECT IS TO INSTALL PERMANENT REPAIRS TO THE EXISTING TIDE GATE FACILITY SHOWN IN THESE PLANS. THE PERMANENT REPAIRS ARE DESIGNED TO RETURN THE FACILITY BACK TO ORIGINAL OPERATING CONDITIONS AND PREVENT SEAWATER FROM MOSS LANDING HARBOR, FROM ENTERING INTO AND FLOODING THE MORO COJO SLOUGH. THE MORO COJO SLOUGH IS A NORMALLY BRACKISH TO FRESH WATER HABITAT CONTAINING SEVERAL LISTED THREATENED OR ENDANGERED SPECIES.

## SURVEY NOTES

- ELEVATIONS SHOWN ARE NAVD 88.
- CONTOUR INTERVAL = 1 FOOT
- TOPOGRAPHIC SURVEY DATA PROVIDED BY MONTEREY COUNTY PUBLIC WORKS

## GRADING NOTES

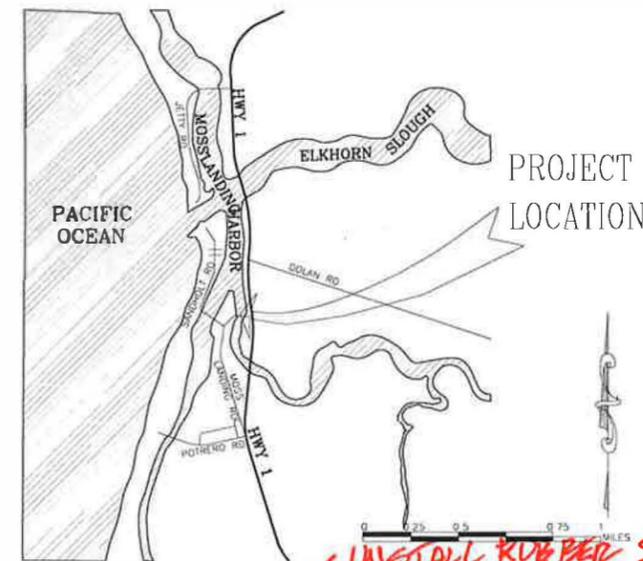
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- ALL CUT AND FILL MATERIAL SHALL BE STORED A MINIMUM OF 50' FROM WATERS EDGE AT A DESIGNATED MATERIAL STORAGE LOCATION.
- DREDGE/CUT AND FILL QUANTITIES IN CUBIC YARDS (C.Y.):

	CUT	FILL
SAND BAGS	9	
GABION ROCK	17	
HDPE PIPE		6
RIP RAP		26
CBOLIT		30
TOTAL	26	62

- AT THE END OF EACH DAY THE PROJECT SITE SHALL BE FREE OF TRASH AND DEBRIS

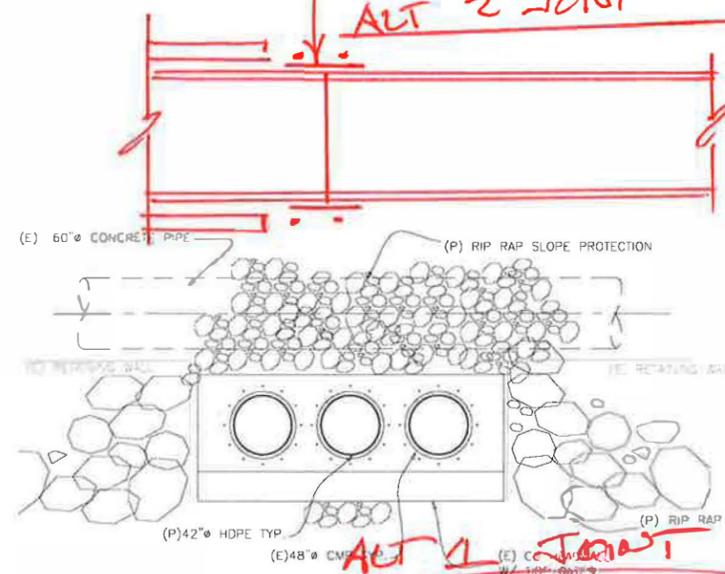
## ABBREVIATIONS (GENERAL)

AC	ASPHALT	RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE	TYP	TYPICAL
(E)	EXISTING	#	DIAMETER
EG	EXISTING GRADE	W/	WITH
FC	FINISHED GRADE	TBR	TO BE REMOVED
TEMP	TEMPORARY	U.P.	UTILITY POLE



VICINITY MAP

*INSTALL RUBBER STRIP, FIELD BAND EACH SIDE OF PIPE  
ALT 2 JOINT*

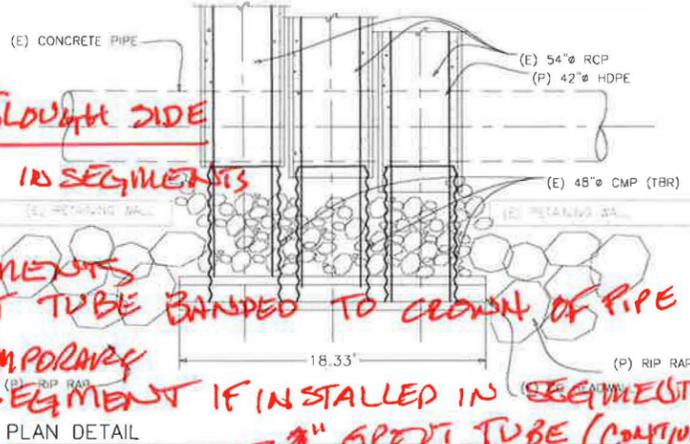


FRONT ELEVATION  
SCALE 1" = 5'

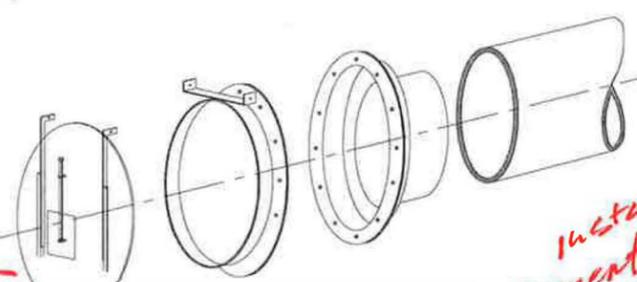
*ALT 1 JOINT  
Internal Joint Seal*

**PHASE 2 Work From Slough Side**

- INSTALL 42" HDPE DR 21 IN SEGMENTS FROM THE OUTFALL.
- CENTER PIPE AS SEGMENTS ARE INSTALLED. GROUT TUBE Banded TO CROWN OF PIPE
- INSTALL INTERNAL TEMPORARY SEAL WITH PHASE 1 SEGMENT IF INSTALLED IN SEGMENTS
- SEAL ANNULAR SPACE AT EXIST, INSTALL VENTS THRU SEAL. GROUT ANNULAR SPACE

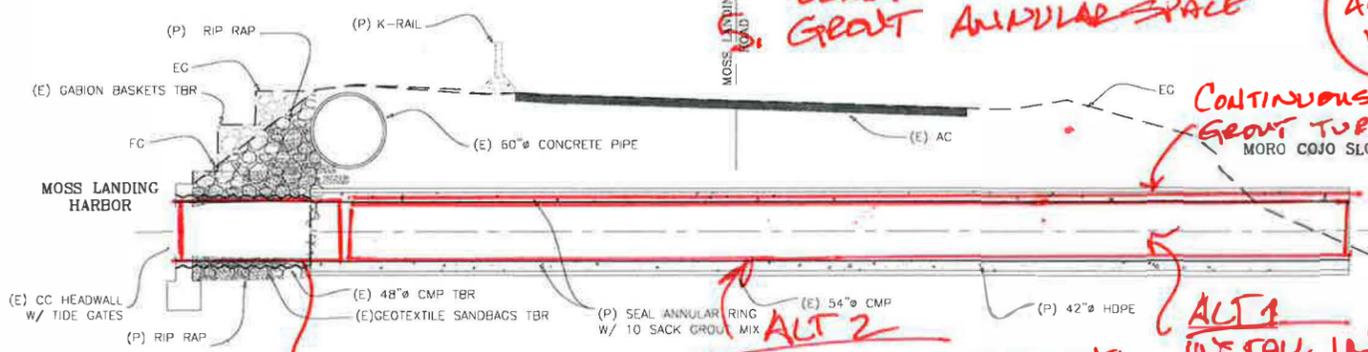


PLAN DETAIL  
SCALE 1" = 5'



TIDE GATE W/ 12" SLIDE GATE - EXPLODED VIEW  
SCALE 1" = 2'

*PIPE SEGMENTS  
Segment 1  
Segment 2  
RCP*



PROFILE A-A  
SCALE 1" = 5'

*42" HDPE UNDER FIELD WELD SEGMENTS INSTALL AS ONE CONTIN. PIECE  
ALT 2  
INSTALL THIS END  
INSTALL IN SEGMENTS THAT CAN BE HANDLE FROM SHORE, JT Seal to Right or proprietary lock seal.*



REVISIONS	
DATE	BY

**MOSS LANDING TIDE GATES**

MOSS LANDING HARBOR  
MOSS LANDING ROAD  
MOSS LANDING, CA 95076  
COUNTY OF MONTEREY STATE OF CALIFORNIA

PREPARED BY  
**MONTEREY COUNTY WATER RESOURCES AGENCY**

P.O. BOX 830 (831) 755-4860 SALINAS, CALIFORNIA 93902

SCALE VARIES DATE DEC 2021 DRAWN BY MEP SHEET C-1 OF ONE

**PROJECT PURPOSE**

THE PURPOSE OF THIS PROJECT IS TO INSTALL PERMANENT REPAIRS TO THE EXISTING TIDE GATE FACILITY SHOWN IN THESE PLANS. THE PERMANENT REPAIRS ARE DESIGNED TO RETURN THE FACILITY BACK TO ORIGINAL OPERATING CONDITIONS AND PREVENT SEAWATER FROM MOSS LANDING HARBOR FROM ENTERING INTO AND FLOODING THE MORO COJO SLOUGH. THE MORO COJO SLOUGH IS A NORMALLY BRACKISH TO FRESH WATER HABITAT CONTAINING SEVERAL LISTED THREATENED OR ENDANGERED SPECIES.

**SURVEY NOTES**

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- CONTOUR INTERVAL = 1 FOOT
- TOPOGRAPHIC SURVEY DATA PROVIDED BY MONTEREY COUNTY PUBLIC WORKS

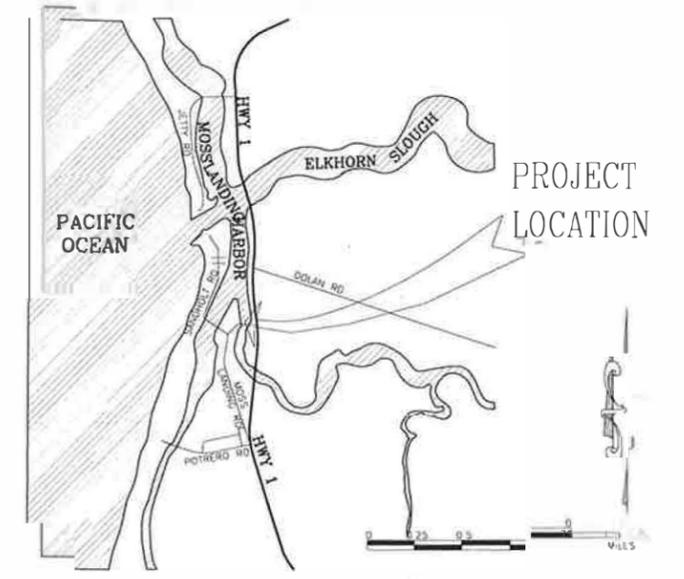
**GRADING NOTES**

- ALL GRADING SHALL BE DONE ABOVE THE WATER LINE
- ALL CUT AND FILL MATERIAL SHALL BE STORED A MINIMUM OF 50' FROM WATERS EDGE AT A DESIGNATED MATERIAL STORAGE LOCATION
- DREDGE/CUT AND FILL QUANTITIES IN CUBIC YARDS (CY):
 

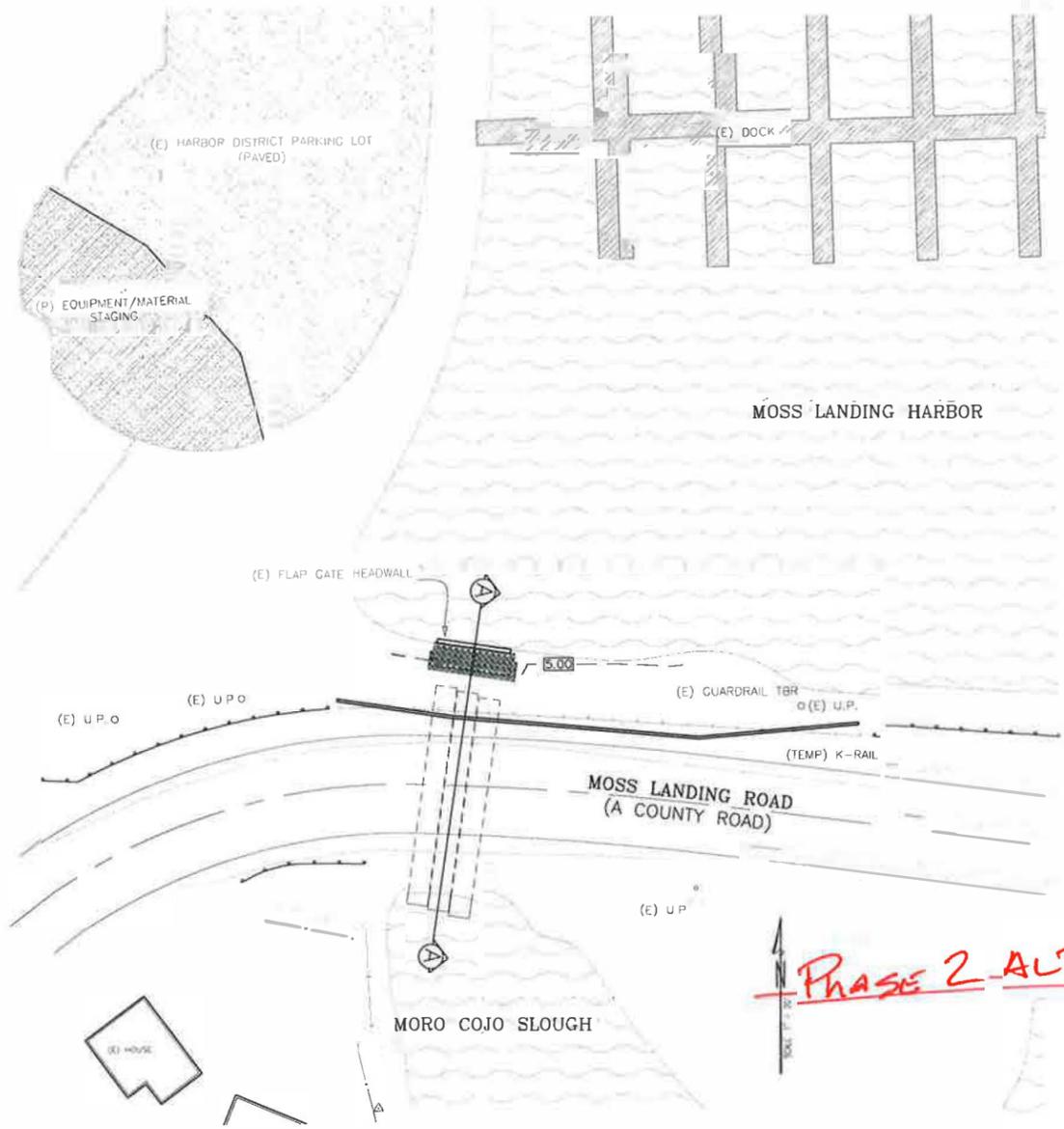
	CUT	FILL
SAND BAGS	9	
GABION ROCK	17	6
HOPE PIPE		26
RIP RAP		62
<b>TOTAL</b>	<b>26</b>	<b>62</b>
- AT THE END OF EACH DAY THE PROJECT SITE SHALL BE FREE OF TRASH AND DEBRIS

**ABBREVIATIONS (GENERAL)**

AC	ASPHALT	RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE	TYP.	TYPICAL
(E)	EXISTING	Ø	DIAMETER
EG	EXISTING GRADE	W/	WITH
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TEMP	TEMPORARY	U.P.	UTILITY POLE

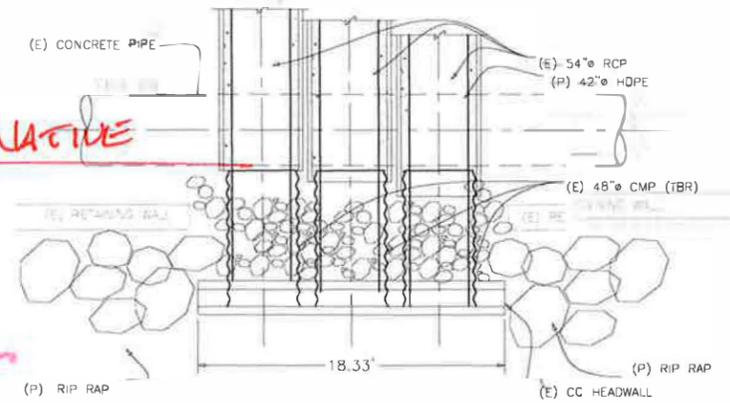


VICINITY MAP



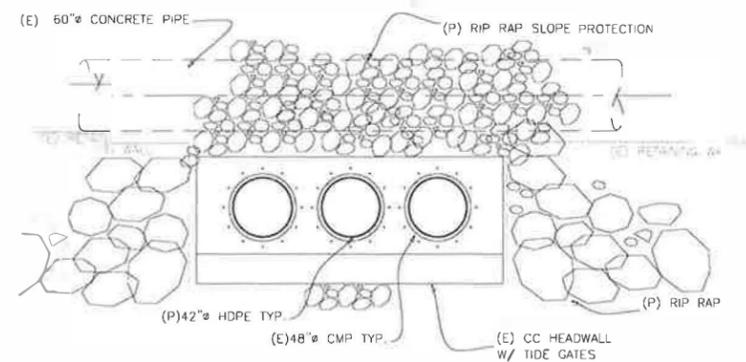
SITE PLAN

SCALE 1" = 20'



PLAN DETAIL

SCALE 1" = 5'



FRONT ELEVATION

SCALE 1" = 5'

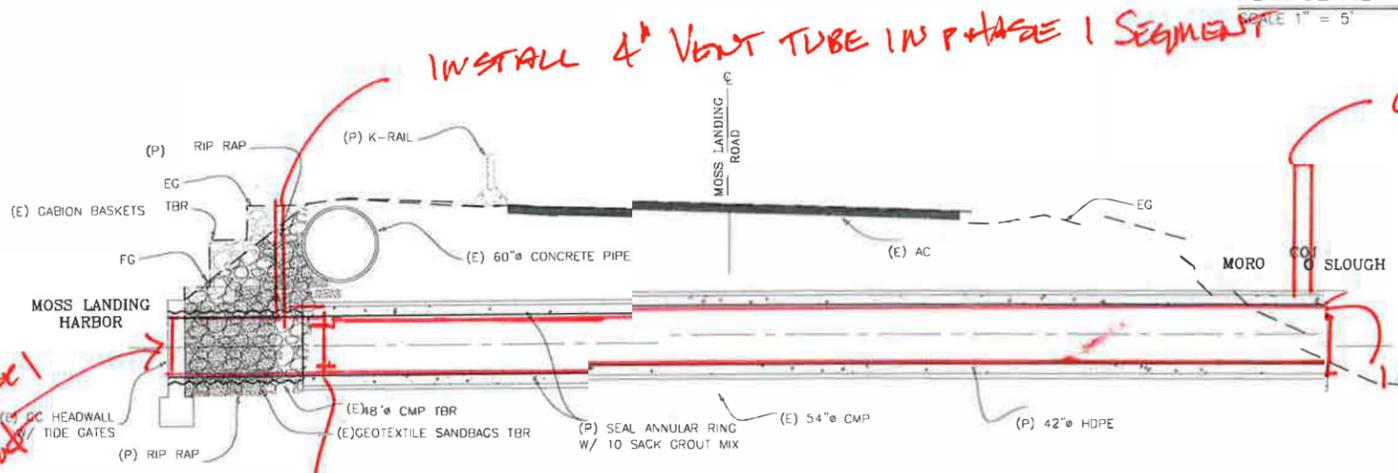
*PHASE 2 ALTERNATIVE*

*INSTALL 4" VENT TUBE IN PHASE 1 SEGMENT*

*CORE AND INSTALL 4" GROUT TUBE IN RCP, PUMP GROUT FROM SLOUGH SIDE UNTIL IT APPEARS ON MARINA SIDE*

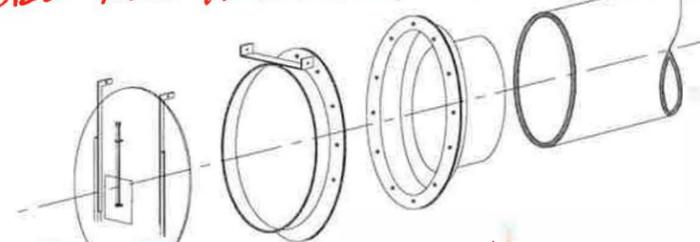
*INSTALL CONCRETE PLUG 2'±*

*INSTALL INTERNAL SEAL*



PROFILE A-A

SCALE 1" = 5'



TIDE GATE W/ 12" SLIDE GATE - EXPLODED VIEW

SCALE 1" = 2'

*Phase 1 Segment*



REVISIONS		DATE		BY	
<b>MOSS LANDING TIDE GATES</b> MOSS LANDING HARBOR MOSS LANDING ROAD MOSS LANDING, CA 95076 COUNTY OF MONTEREY STATE OF CALIFORNIA PREPARED BY <b>MONTEREY COUNTY WATER RESOURCES AGENCY</b>					
P.O. BOX 930		[831] 755-4860		SALINAS, CALIFORNIA 95302	
SCALE	DATE	DRAWN BY	SHEET		
VARIES	DEC 2021	MEF	C-1		

**EXHIBIT D**

**Payment Provisions**

**Monterey County Water Resources Agency  
Labor and Direct Cost Estimate**

**Moss Landing Tide Gates**

MCWRA - Moss Landing Tide Gates

Task No.	Description	Labor Estimates																		Total Estimate					
		Rettberg		Sansone		Fill		Martin		Htain		Irving		Staff		Liu		Subconsultants						Admin	
		Hrs	\$342	Hrs	\$342	Hrs	\$306	Hrs	\$269	Hrs	\$228	Hrs	\$182	Hrs	\$191	Hrs	\$171	Hrs		Hrs	\$127	Hrs	Labor	Per Diem	Total
1	<b>Review Project Details and Project Management</b>																					4	\$1,296		\$1,296
	Review Project Details and Coordinate Work	2	\$684			2	\$612															4	\$1,296		\$1,296
2	<b>Develop Plans and Specifications for Construction Contract</b>																					116	\$25,978	\$1,771	\$27,749
	Develop Plans and Specifications for Construction Contract, including Site Visit			2	\$684	14	\$4,284	40	\$10,760							50	\$8,550			8	\$1,016	114	\$25,294	\$1,771	\$27,065
	QC/QA Review	2	\$684																			2	\$684		\$684
3	<b>Assist with Environmental Permitting</b>																					4	\$41,296		\$41,296
	Assist with Environmental Permitting																						\$40,000		\$40,000
	QC/QA Review	2	\$684			2	\$612															4	\$1,296		\$1,296
<b>HOURS Subtotal Tasks 1-4</b>		6		2		18		40							50					8		124			
<b>Total Tasks 1-4</b>			\$2,052		\$684		\$5,508		\$10,760							\$8,550		\$40,000		\$1,016		\$68,570	\$1,771	\$70,341	

**Notes and Assumptions:**

**General**

- Labor hour and grade and task distribution is for budgeting purposes only. The actual labor and task distribution will be based on efficiently performing the work as ordered by MCWRA.
- Per diem is estimated at 7% of labor for field tasks and will comply with MCWRA travel policies and procedures.

**Task 1**

- Task 1 is for Project Administrator and Project Manager review of pertinent project documents for QC/QA oversight and processing of progress estimates.

**Task 2**

- Develop Plans and Specifications for Construction Contract is anticipated for one construction manager for 12 hours, one senior engineer for 32 hours, and one CAD/Design Engineer for 40 hours for conceptual and final drawings in coordination with MCWRA engineer(s).
- Site visit for Construction Manager and Engineer includes travel time from Oakland or Sacramento offices of GEI Consultants, Inc..
- Task 2 assumes that existing MCWRA CAD files can be used for initial design layout and transfer into GEI CAD and drawing format.
- Task 2 will be based on conceptual drawings provided to and discussed with Mark Foxworthy of MCWRA on 8/14/2023 (copy attached). Specifications will be included on the drawings and not in separate specification format.
- Task 2 does not include an Opinion of Probable Cost Estimate from the design engineer.
- Task 2 includes a contingency of one construction manager for 2 hours, one senior engineer for 8 hours, and one CAD/Design Engineer for 10 hours for design changes due to unanticipated permitting agency comments and requirements.

**Task 3**

- Scope of Task 3 Assist with Environmental Permitting and Oversight and summary of cost by permit is included in attached document "MCWRA Moss Landing Culverts SOW\_v2". Estimated costs are included and services will be performed only as approved by MCWRA.

## **EXHIBIT C**

### **DELIVERABLES**

#### Required Document Formats

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

Plan set suitable for construction of repairs to Moss landing Tide Gate Culverts at Moss Landing Harbor. [one (1) set PDF format]

ACAD file used to generate plans (include all layers, surfaces, and topo). [.dwg format]

A completed permit application for all required permits necessary to implement the repair project at Moss landing Tide Gates. [ PDF format]

All documents, plans and associated files shall be provided to the Agency in digital formats specified via a link to a cloud based file transfer service/app.



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

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

APPROVE AMENDMENT NO. 1 TO THE AGREEMENT FOR )  
PROFESSIONAL SERVICES WITH GEI CONSULTANTS, INC. )  
TO EXTEND THE TERMS OF THE AGREEMENT TO JUNE 30, )  
2028, TO PROVIDE ENGINEERING, PERMITTING, AND )  
ENVIRONMENTAL SERVICES RELATED TO THE DESIGN AND )  
PERMITTING FOR THE REPAIRS OF THE AGENCY’S MOSS )  
LANDING TIDE GATE FACILITY; AND AUTHORIZE THE )  
GENERAL MANAGER TO EXECUTE THE AMENDMENT. )

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

1. Approve Amendment No. 1 to the Agreement for Professional Services with GEI Consultants, Inc., to extend the terms of the Agreement to June 30, 2028, to provide engineering, permitting, and environmental services related to the design and permitting for the repairs of the Agency’s Moss Landing Tide Gate facility; and
2. Authorize the General Manager to execute the amendment.

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

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

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



# County of Monterey

## Item No.5

### Board Report

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

Legistar File Number: WRAG 25-094

June 16, 2025

**Introduced:** 6/10/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

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

(Staff: Mark Foxworthy)

#### RECOMMENDATION:

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

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

#### SUMMARY/DISCUSSION:

On May 24, 2023, the Monterey County Board of Supervisors passed Resolution No. 23-187 authorizing the Monterey County Water Resources Agency (Agency) to enter into a funding agreement with the California Department of Water Resources (DWR) for specified maintenance projects at Nacimiento Dam. The \$6.1 mil State Funding Agreement, Agreement No. 4600015276, between DWR and the Agency was executed on May 31, 2023. Amendment No. 1 to the agreement was executed October 9, 2024.

Replacement of the Low-Level Intake Valve Actuators is an authorized maintenance project under Agreement No. 4600015276. The valve actuators open and close three 42" diameter butterfly valves located at the intake chamber. The intake chamber feeds water to the penstock for release through six 24" valves at the Low-Level Outlet Works, or to supply flow to the hydro-electric plant for power generation. The intake valve actuators were last replaced in 2013. This is considered a maintenance project.

Installation of the new valve actuators is planned for May 2026 and will be performed by divers. At that time, all hydraulic hoses and fittings within the intake chamber will be replaced, and an inspection of the intake chamber will be performed.

#### OTHER AGENCY INVOLVEMENT:

California Department of Water Resources-Administrator of the \$6.1 mil State Funding Agreement

#### FINANCING:

This project is fully funded through Agreement No. 4600015276 between the State of CA Department of Water Resources and Monterey County Water Resources Agency. (MCWRA)

Prepared by: Mark Foxworthy, Associate Water Resources Engineer, (831) 755-4860

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

Attachments:

1. Agency's Actuator Price Quote Request
2. Intake Valve Actuators Price Quote
3. Agreement No. 4600015276
4. Agreement No. 4600015276 - Amendment No. 1
5. Board Order



# County of Monterey

Item No.

## Board Report

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

Legistar File Number: WRAG 25-094

June 16, 2025

**Introduced:** 6/10/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

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

### RECOMMENDATION:

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

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

### SUMMARY/DISCUSSION:

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### OTHER AGENCY INVOLVEMENT:

California Department of Water Resources-Administrator of the \$6.1 mil State Funding Agreement

### FINANCING:

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Prepared by: Mark Foxworthy, Associate Water Resources Engineer, (831) 755-4860

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

Attachments:

1. Agency's Actuator Price Quote Request
2. Intake Valve Actuators Price Quote
3. Agreement No. 4600015276
4. Agreement No. 4600015276 - Amendment No. 1
5. Board Order

# Monterey County Water Resources Agency

## Nacimiento Dam Low Level Outlet Works 42” Butterfly Valve

# Actuator Price Quote Request

### 1.0 Introduction

Monterey County Water Resources Agency (MCWRA) owns and operates Nacimiento Dam. Dam facilities include low level outlet works consisting of an outlet structure containing three (3) 42-inch diameter butterfly valves operated in an open-closed manner. The outlet structure is continuously submerged, with maximum submergence of 155 feet. The new actuators will replace (name plate data below):

- GH Bettis model T505-S actuator
- Part No. 101521
- Serial No. 892038A-2 (1 of 3 actuators)
- Max Operating Pressure 1,700 psi
- Max Hydrostatic Test Pressure 2,700 psi
  - Scotch yoke mechanism
  - Double-acting hydraulic cylinder with sea-pot pressure equalizer
  - Manufactured and installed in 1989

### 2.0 Instructions to Supplier

MCWRA is soliciting price quotes for three (3) valve actuators conforming to specifications provided herein. Complete the Price Quote in its entirety, or submit equivalent documentation. Provide information described in Section 6.0 herein along with the Price Quote. The total price shall include furnishing all items specified herein, including all fees, taxes and shipping costs, to the Salinas, CA ship-to address provided. If a particular specification in Section 3.0 cannot be directly met, alternative solutions to meet the requirement may be proposed, and the price for any alternative proposal shall be included in the total price.

### 3.0 Actuator Specifications

1. Quarter-turn rotation
2. 100% OPEN – 100% CLOSED operation (no modulation)
3. Operate 42-inch diameter DeZurik BAW AWWA Class 150B Butterfly valve, Buna seat material, installed in 1989 (see Attachment 1 for original valve order and drawings)
4. Continuous water submerged service (155 feet maximum submergence)
5. Provide torque to:
  - a. OPEN one valve at a time under highest head condition of full reservoir (155 feet of water) on upstream side of valve and empty outlet pipe on downstream side of valve
  - b. CLOSE one valve at a time with maximum of 700 cubic feet per second (cfs) flow through the three 42” valves (average maximum water velocity thru one valve  $700 \text{ cfs} / 3 = 233.3 \text{ cfs}$  per valve computes to 34 ft/sec)
  - c. Meet above torque requirements with a minimum safety factor of 1.5 (350 cfs and 51 ft/sec capacity)

6. Hydraulically actuate to OPEN position. Minimum hydraulic system operating pressure 600 psi; Maximum 1,000 psi. (NOTE: if your actuator meets all other specifications herein, but requires hydraulic operating pressure outside the range indicated above to operate, please contact MCWRA to discuss hydraulic operating system parameters.)
7. Spring return to CLOSED position. If spring return not feasible, double acting maybe acceptable.
8. Fail to 100% CLOSED position (valve closes in the event of hydraulic system pressure loss) preferred.
9. 90° Rotation time: 5 minutes
10. Hydraulic oil: Chevron Lubricating Oil FM ISO 46, or equal food grade oil
11. U.S. Customary dimensions (inches-feet) and connection sizes (no metric or hard-conversion from metric to U.S. Customary)
12. 3/8-inch NPT hydraulic hose connection on actuator hydraulic cylinder
13. Mechanical angular stroke adjustment of  $90^\circ \pm 5^\circ$ . Actuator travel-stops shall lock in place and prevent travel-stop setting creep and valve movement when fully open or closed due to vibration and impact loads.
14. High visibility position indicator that can be seen by remote operated vehicle (in good visibility) and felt (tactile) by a diver (in poor visibility)
15. Minimum of two (2) lifting eyes integral to the actuator body that allow the actuator to be symmetrically lowered onto and lifted from the valve shaft
16. No dissimilar metal construction such that corrosion is induced between actuator parts
17. Coating:
  - a. CeRam-Kote 54 SST available from Freecom, Inc., Big Springs, Texas, Tel: 800-346-4299 [www.ceram-kote.com](http://www.ceram-kote.com), or Devoe Bar-Rust 233H available from International Paint Protective Coatings, [www.international-pc.com](http://www.international-pc.com), or equal.
    1. Epoxy or epoxy/ceramic industrial coating for continuous (fresh water) submerged service; Minimum 80% solids volume; 24 mils minimum dry film thickness; Apply the manufacturer's recommended number of coats to attain the minimum coating thickness; Each coat shall be a different color than the preceding coat; Color of topcoat: black.
  - b. Surface Preparation:
    1. Steel: Abrasive blast to near white metal surface in accordance with SSPC-SP10. Blast profile should be 1.5 to 2.5 mils in depth and be of sharp jagged nature (as opposed to a "peen" pattern from shot blasting)
    11. Cast Iron: Abrasive blast to near white metal surface in accordance with SSPC-SP10. Blast profile should be 2 to 2.5 mils in depth and be of sharp jagged nature (as opposed to a "peen" pattern from shot blasting)
    111. Surface profile shall be determined using a Keane-Tator surface profile comparator, or Testex replica tape used in conjunction with an analog or digital spring-loaded micrometer for acquiring surface profile measurements according to Method C in ASTM D4417.
  - c. Holiday detection spark test. Repair coating pinholes or other defects prior to shipment.
  - d. Install magnesium anode(s) on the actuator to provide cathodic protection to entire actuator, including bolt heads and small diameter drain plugs and bleed valves. Attach anode(s) directly to actuator bare metal. Do not coat anode(s). Size anode(s) for 20-year life at 85% anode utilization factor. Protective current shall not cause cathodic disbondment of the coating.
18. Fit mounting bolt pattern, shaft and key sizes shown in Attachment 4.
19. Fit inside the outlet structure without wall or adjacent actuator interference
20. The actuator shall be effectively sealed to prevent entry of water, and shall be permanently lubricated and without lubrication fittings.

21. Minimum warranty of 1 year from date received by MCWRA against defective parts and workmanship
22. **Ship to:** Monterey County Water Resources Agency, 10690 Nacimiento Lake Drive, Paso Robles, CA 93426

#### **4.0 Do Not Include in Quote**

For clarity in providing pricing, do not include the following items in your quote:

- a. Anything metric
- b. Electric or electronic features
- c. Hydraulic control system
- d. Bolts, nuts, washers

#### **5.0 ATTACHMENTS:**

Attachment 1 – Original 42-inch Butterfly Valve Order and Drawings (5 pages)

Attachment 2 – Plan and Profile View of Outlet Structure and Valves, and Existing Valve Shaft Dimensions (3 sheets)

Attachment 3 – Photos of Valves and Existing Actuators (3 pages)

Attachment 4 – 42” Valve Mounting Bolt Pattern and Existing Actuator Dimensions (1 drawing)

Attachment 5 – Monterey County Local Preference Policy (5 pages)

#### **6.0 Vendor to Provide the Following Information**

The vendor shall provide the following information along with a completed Price quote:

- Recommended hydraulic oil
- Warranty
- Coating specification (if alternative to coatings listed in Item 17 of Section 3.0)
- Anode(s) weight, attachment method and location on actuator, and estimated total amperage output
- Drawing(s) showing actuator plan and profile dimensions, connection details and weight
- Operation and Maintenance Manual
- Recommended spare parts
- Description of Manufacturer testing procedures to be conducted on actual actuators shipped
- Actuator output torque values based on specifications in Item 5, Section 3.0 herein
- Minimum and maximum actuator operating pressures (See Note on Item 6 of Section 3.0)
- Estimated lead time, estimated shipping time, and estimated total time to deliver products to customer ship-to site
- Installation instructions (for submerged application)
- If a particular specification in Section 3.0 is not directly met, provide alternative solution to meet the requirement.

#### **7.0 MCWRA Contact**

Contact Mr. Alex Henson of MCWRA with any questions at:

Monterey County Water Resources Agency

Mailing Address: 1441 Schilling Pl North Bldg, Salinas, CA 93901

Tel: 831-755-4874 Direct

Tel: 831-755-4860 Reception

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

**8.0 Price Quote Submittal**

Price Quote submittal with all items described in Section 6.0 is requested by **12:00 pm** (Pacific Time) **November 3, 2023**. Email submittals are preferred.

Send to: ATTN: Mr. Alex Henson  
 Monterey County Water Resources Agency  
 Address: 1441 Schilling Pl North Bldg, Salinas, CA 93901  
 Email: [hensona@co.monterey.ca.us](mailto:hensona@co.monterey.ca.us)

**Price Quote**

Item	Description	QTY	Price
1	42" BFV Submerged Service Actuator Manufacturer & Model:	3	\$
2	Other Required Part(s):		\$
3	Recommended Spare Part(s):		\$
4	Taxes		\$
5	Shipping to Salinas, California		\$
6	<b>TOTAL PRICE</b>		\$
7	Estimated Lead Time (place-order to ready-to-ship): _____ + Estimated Shipping Time to Salinas, California: _____ = Estimated Total Time to Delivery: _____		
8	All specifications in Section 3.0 are included in Total Price (check box): <input type="checkbox"/> YES <input type="checkbox"/> NO – if NO, complete items 9 & 10 below		
9	Specification(s) not included in Total Price:		
10	Proposed Alternative(s) to item(s) listed in Line 9 and included in Total Price:		



NKD/Coastal Industrial, LLC  
 PO Box 2305  
 League City, TX 77574

# Estimate

Date	Estimate #
5/23/2025	2852

<b>Name / Address</b>
Monterey County Water Resources Agency John Hollenbeck

<b>Ship To</b>
Monterey County Water Resources Agency John Hollenbeck

<b>Terms</b>	<b>Due Date</b>	<b>Rep</b>
In Advance	5/31/2025	NL

Item	Description	Qty	Rate	Total
G5005.0 Actuator	G5005.0-DA Hydraulic actuator - Remanufactured SECTION 3.0  1. Quarter Turn Rotation: YES, G series offer a total of 100 DEG Rotation 2. On/off application 3. Operate 42-inch diameter DeZurik BAW AWWA Class 150B Butterfly valve, Buna seat material, YES 4. Continuous Submerged - YES 5. The Torques of the G5005.0 Will exceed the torques of the T505.0-S that is currently in place without exceeding MAST of Valve 6. 1000 PSI Suitable 7. NA 8. Actuator will fail in last position if loss of HYD Pressure. Failing Close is something that can be done with the instrumentation/electrical controlling the actuator. Quote says to not include anything electrical in it, so nothing was quoted 9. 90 DEG Rotation Time < 5 Minutes 10. Chevron ISO 46 will be used to test it so there is no discrepancies between oil being used and oil tested with. After testing, there will still be residual oil left in cylinder etc, this is unavoidable, so we will accomodate the above mentioned oil	3	33,479.00	100,437.00

**Total**



NKD/Coastal Industrial, LLC  
 PO Box 2305  
 League City, TX 77574

# Estimate

Date	Estimate #
5/23/2025	2852

Name / Address
Monterey County Water Resources Agency John Hollenbeck

Ship To
Monterey County Water Resources Agency John Hollenbeck

Terms	Due Date	Rep
In Advance	5/31/2025	NL

Item	Description	Qty	Rate	Total
	11. ALL SAE - NO METRIC - USA USA USA 12. Actuator will have 1/2" NPTF Ports for both feed connections 13. 90 DEG +/- 10 DEG Available, SS tywire capability on Actuator stops for both stop and stop nut 14. The OEM Indicator will work fine. I will add a BEACON ONLY indicator setup that does not use any electronics or need any sealing as it is clear plastic 15. End plate will get a lifting eye supplied by us, not standard to the G series. Then the other two lifting eyes will be able to stabilize the actuator with a 3 lifting eye system. 16. Actuator normally comes with a Stainless Indicator shaft, but we will make it out of steel and have it Black Oxide, Cerakote H series, or Electro nickel plated. Whichever your engineer team decides on. Or if cathodic protection is being used, this is not necessary and SS indicator will be no issue. 17. Curran 1000T two-part 100% solids epoxy coating system - 7 coat, minimum coat thickness, each coat a different color, top color / coat to be black - allow 6 weeks for this 18. Actuator will include a mounting adapter as the T505.0 has. Once we come closer to proceeding our design team will put together some dimensions for approval from John.			

**Total**



NKD/Coastal Industrial, LLC  
 PO Box 2305  
 League City, TX 77574

# Estimate

Date	Estimate #
5/23/2025	2852

<b>Name / Address</b>
Monterey County Water Resources Agency John Hollenbeck

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<b>Terms</b>	<b>Due Date</b>	<b>Rep</b>
In Advance	5/31/2025	NL

Item	Description	Qty	Rate	Total
4.0	<p>19. 4 way mounting interface so that actuator can be mounted in any possible way needed</p> <p>20. Permanently lubricated, will be sealed as well. There are two small exhaust ports that have a spring loaded check incase pressure builds inside casing to exceed outside pressure. These can be capped off, a sealpot added per conversation with John, or can be left as they use an O ring type seal and would not let water enter.</p> <p>21. 1 year after install (installed within 60 days of receiving), BUT items MUST be stored in doors (CLIMATE CONTROLLED), out of sunlight or any weather. All ports must remain capped off until install Must be stored on the ground to prevent any falls, etc This must be documented to prove condition these were stored in before being installed to warranty anything</p> <p>22. Price will include shipping</p> <p>23. Cathodic protection was something John and I discussed. I am assuming that is something his side of this will handle. Actuator has the capability to use one of the Accessory Mounting Holes as a spot to connect for cathodic protection. ALL Accessory mounting holes will be capped off, any needed can have cap removed for use.</p> <p>24. Sea Pot is something discussed with John, I assume that will be handled by his side of this.</p>			

**Total**



NKD/Coastal Industrial, LLC  
 PO Box 2305  
 League City, TX 77574

# Estimate

Date	Estimate #
5/23/2025	2852

<b>Name / Address</b>
Monterey County Water Resources Agency John Hollenbeck

<b>Ship To</b>
Monterey County Water Resources Agency John Hollenbeck

<b>Terms</b>	<b>Due Date</b>	<b>Rep</b>
In Advance	5/31/2025	NL

Item	Description	Qty	Rate	Total
G5 G5005.0	a. NO METRIC QUOTED b. NO ELECTRICAL QUOTED c. NO HYDRAULIC CONTROL SYSTEMS OR HOSES d. NO BOLTS WILL BE INCLUDED, however when design finishes, the required fasteners will be noted on drawings for your team to source  Maintenance and use manuals can be found online for the G series			
	Service Kit for Bettis G50/51 Drive Module, PN: 121874 Service Kit for Bettis Hydraulic G5X05.0/SR Power Module, PN: 127160 RECOMMENDED SPARE PARTS - IN STOCK		548.00 1,209.00	548.00 1,209.00

<b>NOTE:</b> *Cost to fill out SLI/EID forms: \$125.00* *Cost to supply Certificate of Conformity: \$125.00* *All quotes are subject to prior sale* *All quotes are FOB: Shipping Point* *All quotes are in USD* *Net 30 terms are to be paid 30 days after receipt of invoice. 10% late fee will be applied every 30 days after due date.* *Returns are credited with a credit memo only 30 days after sale* *35% restocking fee unless otherwise stated*	<b>Total</b>  \$102,194.00
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NKD/Coastal Industrial, LLC - PO Box 2305, League City, Texas 77574 - 281-204-1308 - info@sales-coastal.com



**FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA  
(DEPARTMENT OF WATER RESOURCES) AND  
MONTEREY COUNTY WATER RESOURCES AGENCY  
AGREEMENT NUMBER 4600015276**

THIS FUNDING AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" and the Monterey County Water Resources Agency, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Funding Recipient," which parties do hereby agree as follows:

1. PURPOSE. State shall provide funding from the Budget Act of 2022 (Stats. 2022, ch. 249, § 207.) to Funding Recipient to assist in financing the Nacimiento Reservoir and Dam Maintenance (Project).
2. TERM OF FUNDING AGREEMENT. The term of this Funding Agreement begins on the date this Funding Agreement is initially executed by the State, through Final Project Completion Report plus three (3) years unless otherwise terminated or amended as provided in this Agreement.
3. FUNDING AMOUNT. The maximum amount payable by the State under this Agreement shall not exceed \$6,163,000.
4. DISBURSEMENT OF FUNDS. State will disburse to Funding Recipient the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Funding Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations. Any and all money disbursed to Funding Recipient under this Funding Agreement shall be used solely to pay Eligible Project Costs.
5. ELIGIBLE PROJECT COST. Funding Recipient shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Costs that are not eligible for reimbursement or payment include but are not limited to the following items:
  - A. Purchase of equipment not an integral part of the Project.
  - B. Purchase of water supply not an integral part of the Project.
  - C. Replacement of existing funding sources for ongoing programs.
  - D. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of the Project, as set forth and detailed by engineering and feasibility studies.
  - E. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.

6. METHOD OF PAYMENT. State will disburse the whole of State funding to Funding Recipient. The Funding Recipient shall submit one or more certified invoices, transmitted via electronic/digital signature system (e.g., DocuSign) or, via U.S. mail or Express mail delivery of a "wet signature." State will notify Funding Recipient, in a timely manner, whenever, upon review of the Invoice(s), State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to State. Funding Recipient shall, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies).

Invoices submitted by Funding Recipient shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for the Project during the period identified in the particular invoice for the implementation of the Project.
- C. Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
  - i. Invoices must contain the date of the invoice and the time period covered by the invoice.
  - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
  - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
  - iv. Each invoice shall clearly delineate those costs incurred during that time period.
  - v. Each invoice shall contain the signature and date via electronic/digital signature system (e.g., DocuSign) of Funding Recipient's Project Representative. The invoice shall be certified and transmitted via electronic/digital signature system (e.g., DocuSign) or, via U.S. mail or Express mail delivery to the State's Project Manager.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Funding Recipient shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources. Any eligible costs for which the Funding Recipient is seeking State funding pursuant to this Agreement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 489-490.)

7. DEFAULT PROVISIONS. Funding Recipient will be in default under this Funding Agreement if any of the following occur:
- A. Substantial breaches of this Funding Agreement, or any supplement or amendment to it, or any other agreement between Funding Recipient and State evidencing or securing Funding Recipient's obligations;

- B. Making any false warranty, representation, or statement with respect to this Funding Agreement;
- C. Failure to operate or maintain Project in accordance with this Funding Agreement.
- D. Failure to make any remittance required by this Funding Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
- E. Failure to submit timely progress reports.
- F. Failure to routinely invoice State.
- G. Failure to meet any of the requirements set forth in Paragraph 8, "Continuing Eligibility."

Should an event of default occur, State shall provide a notice of default to the Funding Recipient and shall give Funding Recipient at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Funding Recipient. If the Funding Recipient fails to cure the default within the time prescribed by the State, State may do any of the following:

- a. Declare the funding be immediately repaid at the time of the default.
- b. Terminate the Funding Agreement.
- c. Take any other action that it deems necessary to protect its interests.

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

8. **CONTINUING ELIGIBILITY.** Funding Recipient shall meet the following ongoing requirements (as applicable) to remain eligible to receive State funds:
- A. An urban water supplier that receives state funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Water Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Water Code, § 10608 et seq.).
  - B. An agricultural water supplier receiving state funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code § 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR.
  - C. A surface water diverter receiving state funds shall maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the Water Code.
  - D. Funding Recipient shall maintain continuing eligibility with the current Sustainable Groundwater Management Act (SGMA, Water Code §10720 et seq.) requirements as they come into effect.
  - E. If Funding Recipient is designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, Funding Recipient shall maintain reporting compliance, as required by Water Code §10932 and the CASGEM Program.
  - F. Funding Recipient shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Water. Code, § 12405, et seq.) for data sharing, transparency, documentation, and quality control.
  - G. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law.

The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Funding Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Funding Recipient advance written notice of such termination, allowing the Funding Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

9. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Funding Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager, and shall be submitted via DWR's "Grants Review and Tracking System" (GRanTS) or via e-mail. If requested, Funding Recipient shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports is a requirement for initial and continued disbursement of State funds.
- A. Annual Progress Reports: Funding Recipient shall submit Annual Progress Reports to meet the State's requirement for disbursement of funds. Annual Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload, or via e-mail to the State's Project Manager. Annual Progress Reports shall, at a minimum, provide a brief description of the work performed, Funding Recipients activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Funding Agreement during the reporting period. The first Annual Progress Report should be submitted to the State no later than one year after the execution of the Agreement with future reports then due on successive year increments based on the first Annual Progress Report submittal date, with the exception of the final Annual Progress Report which may also serve as the Project Completion Report and can extend beyond a year-long increment to account for Project closeout information.
- B. Project Completion Report: Funding Recipient shall prepare and submit to State a Project Completion Report, either separately or as part of the final Annual Progress Report. Funding Recipient shall submit the Project Completion Report within ninety (90) calendar days of Project completion. The Project Completion Report shall include, in part, a description of actual work done, any changes or amendments to the Project, and a final schedule showing actual progress versus planned progress, and copies of any final documents or reports generated or utilized during the Project.
10. NOTIFICATION OF STATE. Funding Recipient shall promptly notify State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, or work performed under this Funding Agreement. Funding Recipient agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
- B. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Funding Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the

resource, and the State has determined what actions should be taken to protect and preserve the resource. The Funding Recipient agrees to implement appropriate actions as directed by the State.

C. The initiation of any litigation or the threat of litigation against the Funding Recipient regarding the Project or that may affect the Project in any way.

11. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Funding Agreement shall be in writing.

A. Notices may be transmitted by any of the following means:

- i. By delivery in person.
- ii. By certified U.S. mail, return receipt requested, postage prepaid.
- iii. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
- iv. By electronic means.

B. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

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

Department of Water Resources	Monterey County Water Resources Agency
Arthur Hinojosa	Ara Azhderian
Manager, Division of Regional Assistance	General Manager
P.O. Box 942836	1441 Schilling Place, North Building
Sacramento, CA 94236-0001	Salinas, CA 93901
Phone: 916-902-6713	Phone 831-755-4860
Email: Arthur.Hinojosa@water.ca.gov	e-mail: AzhderianA@co.monterey.ca.us

Direct all inquiries to the Project Manager:

Department of Water Resources	Monterey County Water Resources Agency
Ted Daum	Nan Kyung Kim
Senior Environmental Scientist	Finance Manager III
P.O. Box 942836	1441 Schilling Place, North Building
Sacramento, CA 94236-0001	Salinas, CA 93901
916-902-7800	Phone 831-755-4860
Theodore.daum@water.ca.gov	e-mail: kimnk@co.monterey.ca.us

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

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

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – State Audit Document Requirements for Funding Recipients

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

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

MONTEREY COUNTY WATER RESOURCES  
AGENCY

Matthew Bates For  
Arthur Hinojosa  
Manager, Division of Regional Assistance  
Date 5/31/2023

Ara Azhderian  
Ara Azhderian  
General Manager  
Date 5/31/2023

Approved as to Legal Form and Sufficiency

Approved as to Legal Form and Sufficiency

James Herink For  
Robin Brewer, Assistant General Counsel  
Office of the General Counsel  
Date 5/31/2023

Kelly L. Donlon  
Kelly L. Donlon, Assistant County Counsel  
Office of the County Counsel  
Date 5/31/2023

**EXHIBIT A**  
**WORK PLAN**

**PROJECT: NACIMIENTO RESERVOIR AND DAM MAINTENANCE**

The Nacimiento Dam Maintenance Projects (Project) consists of eight subprojects:

1. Spillway plunge pool erosion control
2. Install two new 24-inch outlet valves and discharge piping
3. Install a new flow control energy dissipating outlet valve and piping
4. Install three new low-level intake valve actuators
5. Slope protection measures to protect outlet valves and penstock
6. Upgrade low-level intake valve hydraulic operating system
7. Install flow metering to reliably capture all low-level reservoir releases
8. Replace/modify the low-level intake structure access door

It is in the Funding Recipient's discretion to determine which subprojects are to be funded under the Funding Agreement, as subprojects will need to be phased to expedite completion of critical dam safety and operational components of the Dam facilities, consistent with subsequent project phases and future funding sources. Any such determination requires prior notification to DWR for purposes of amending this Funding Agreement if necessary. Determination of the subprojects and phasing will be based on the following criteria: operational and safety priorities; and feasibility of schedule implementation considering staffing resources, environmental review, permitting, construction phasing, site and seasonal considerations, remaining availability of grant funds to complete subsequent phases, constructability during high water levels, and reservoir release requirements for groundwater recharge, fisheries enhancement, and/or other beneficial uses. This work must be in compliance with applicable California Labor Code requirements, and in conformance with Paragraph D.23.

**Budget Category A: Agreement Administration**

**Task A.1: Agreement Administration**

The Funding Recipient will respond to DWR's reporting and compliance requirements associated with the Agreement administration and will coordinate with the Project managers responsible for implementing the Project. The Funding Recipient will be responsible for compiling invoices for submittal to DWR.

**Deliverables:**

- Annual Invoices and associated backup documentation

**Task A.2: Reporting**

The Funding Recipient will be responsible for compiling progress reports for submittal to DWR. The Funding Recipient may retain consultants as needed to prepare and submit progress reports and final project completion report, as well as the funding agreement completion report.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit F of this Agreement.

**Deliverables:**

- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2
- Annual Progress Reports
- Agreement Completion Report

**Budget Category B: Permitting and Environmental Documentation**

Identify required environmental and regulatory permits for the Project and obtain required permits. It includes the management of the environmental services work and the coordination of all consultants in the performance of the environmental clearance and permitting work.

**Deliverables**

- Memorandum identifying CEQA compliance and environmental permits for the Project.
- Copies of permits as required.

**Budget Category C: Planning and Design**

Work includes preparation of design documents for the Monterey County Water Resources Agency ("Agency"), California Department of Water Resources, Division of Safety of Dams ("DSOD") and Federal Energy Regulatory Commission ("FERC") review and approval, and for construction bidding and construction.

**Deliverables**

- Approval to construct from DSOD and/or FERC for subprojects requiring such approval.

**Budget Category D: Project Construction**

This task includes all activities necessary to construct or install the Subprojects.

**Task D.1: Contract Services**

This task must comply with the Standard Condition D.10 - Competitive Bidding and Procurements, as applicable. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

**Deliverables:** (As applicable)

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Construction Contract
- Notice to Proceed

**Task D.2. Construction Administration**

D.2.(a) Project schedule coordination, development of invoices, budget management, tracking of expenditures and reporting. Coordination, management and oversight of environmental and engineering consultant services procured for the Project by the Agency.

D.2.(b) Develop technical scopes of work and schedules for Project design, technical quality assurance/quality control (QA/QC), coordinating meetings with design team as needed, coordinating internal design review at intermediate stages of design completion (such as 30%, 60%, 90% and/or 100%), preparing final design report, plans, specifications and construction bidding and contract documents, and conducting legal review of construction bidding and contract documents prior to bidding.

**Deliverables** (as applicable)

- Engineer's Certificate
- Project completion pictures
- As-builts, as appropriate

Task D.3. Construction

It is in the Funding Recipient's discretion to determine which subprojects are to be funded under the Funding Agreement. The following is a brief description of construction activities for subprojects 1 – 8 include As specific details become available, the Agreement will be amended to reflect the specific activities under Task D.3.

1: Determine erosion control measures. This work will include removal of the large rock outcrop located within the plunge pool.

2: installation and initiation of temporary alternative means of reservoir release, temporary dewatering of the low-level conduit, establish site access (remove decking, install access and safety barriers), replacement of three existing valves and piping.

3: Installation and initiation of temporary alternative means of reservoir release, temporary dewatering of the low-level conduit, and construction of a new low-level outlet flow control energy dissipating valve and associated piping and appurtenances.

4: Procurement and installation of three new low-level intake valve actuators, installation and initiation of temporary alternative means of reservoir release.

5: Construct slope protection measures to protect the low-level outlets and penstock from impact of slide debris from slope above the outlets and penstock.

6: Replace low-level intake valve hydraulic operating system.

7: Installation of flow metering structure(s) and/or devise(s) to reliably measure and report flow for all low-level reservoir releases.

8: Install and initiate temporary alternative means of reservoir release, temporary lock-out of low-level outlet works, and replacement or modification of the low-level intake structure access door.

**Deliverables**

To be determined

**EXHIBIT B**  
**BUDGET**

**PROJECT:** Nacimiento Reservoir and Dam Maintenance

<b>Budget Category</b>	<b>State Funds</b>	<b>Agency Cost</b>	<b>Total Project Cost</b>
<b>A: Agreement Administration</b>	\$449,000	\$0	\$449,000
<b>B: Permitting and Environmental Documentation</b>	\$155,000	\$0	\$155,000
<b>C: Planning and Design</b>	\$680,000	\$0	\$680,000
<b>D: Project Construction</b>	\$4,879,000	\$0	\$4,879,000
<b>Total</b>	<b>\$6,163,000</b>	<b>\$0</b>	<b>\$6,163,000</b>

**EXHIBIT C**  
**SCHEDULE**

**PROJECT:** Nacimiento Reservoir and Dam Maintenance

<b>DESCRIPTION</b>	<b>START</b>	<b>FINISH</b>
<b>A: Agreement Administration</b>	1-1-2023	12-31-2027
<b>B: Permitting and Environmental Documentation</b>	1-1-2023	4-30-2027
<b>C: Planning and Design</b>	1-1-2023	6-30-2027
<b>D: Project Construction</b>	1-15-2023	11-30-2027

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

- A. **Separate Accounting of Funding Disbursements:** Funding Recipient shall account for the money disbursed pursuant to this Funding Agreement separately from all other Funding Recipient funds. Funding Recipient shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Funding Recipient shall keep complete and accurate records of all receipts, disbursements, and any interest earned on expenditures of such funds. Funding Recipient shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Funding Agreement shall be deposited in a separate account, administered, and accounted for pursuant to the provisions of applicable law.

**D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE:** Funding Recipient shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Funding Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Funding Recipient's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the California State Budget Act of 2022 and through an agreement with the State Department of Water Resources." The Funding Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

**D.3. AMENDMENT:** This Funding Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Funding Recipient for amendments must be in writing stating the amendment request and the reason for the request.

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

**D.5. AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Funding Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Funding Recipient to conduct a final audit to State's specifications, at Funding Recipient's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may elect to pursue any remedies provided in Paragraph 7 or take any other action it deems necessary to protect its interests. The Funding Recipient agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Funding Recipient shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Funding Agreement with respect of all matters connected with this Funding Agreement,

including but not limited to, the cost of administering this Funding Agreement. All records of Funding Recipient or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

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

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.

- D.11. **COMPUTER SOFTWARE:** Funding Recipient certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.12. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- C. Employees of the Funding Recipient: Employees of the Funding Recipient shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
- D. Employees and Consultants to the Funding Recipient: Individuals working on behalf of a Funding Recipient may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.13. **DELIVERY OF INFORMATION, REPORTS, AND DATA:** Funding Recipient agrees to expeditiously provide throughout the term of this Funding Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.14. **DISPOSITION OF EQUIPMENT:** Funding Recipient shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Funding Recipient with a list of the items on the inventory that State will take title to. All other items shall become the property of Funding Recipient. State shall arrange for delivery from Funding Recipient of items that it takes title to. Cost of transportation, if any, shall be borne by State.

- D.15. **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Funding Agreement, Funding Recipient, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
  - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
    - i. The dangers of drug abuse in the workplace,
    - ii. Funding Recipient's policy of maintaining a drug-free workplace,
    - iii. Any available counseling, rehabilitation, and employee assistance programs, and
    - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
  - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:
    - i. Will receive a copy of Funding Recipient's drug-free policy statement, and
    - ii. Will agree to abide by terms of Funding Recipient's condition of employment, contract or subcontract.
- D.16. **EASEMENTS:** Where the Funding Recipient acquires property in fee title or funds improvements to real property already owned in fee by the Funding Recipient or improved using State funds provided through this Funding Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.
- Where the Funding Recipient acquires an easement under this Agreement, the Funding Recipient agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.
- Failure to provide an easement acceptable to the State may result in termination of this Agreement.
- D.17. **FUNDING RECIPIENT'S RESPONSIBILITIES:** Funding Recipient and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Budget) and Exhibit C (Schedule).
  - B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Funding

Recipient in the application, documents, amendments, and communications filed in support of its request for funding.

- C. Comply with all applicable California, federal, and local laws and regulations.
  - D. Implement the Project in accordance with applicable provisions of the law.
  - E. Fulfill its obligations under the Funding Agreement and be responsible for the performance of the Project.
  - F. Obtain any and all permits, licenses, and approvals required for performing any work under this Funding Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Funding Recipient shall provide copies of permits and approvals to State.
  - G. Be solely responsible for design, construction, and operation and maintenance of the Project within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Funding Recipient under this Agreement.
  - H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Funding Recipient shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Funding Recipient and any other entity concerning responsibility for performance of work.
- D.18. GOVERNING LAW: This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.19. INDEMNIFICATION: Funding Recipient shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Funding Recipient shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.20. INDEPENDENT CAPACITY: Funding Recipient, and the agents and employees of Funding Recipients, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.21. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may withhold disbursements to Funding Recipient or take any other action it deems necessary to protect its interests.
- D.22. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Funding Agreement. This

right shall extend to any subcontracts, and Funding Recipient shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Funding Agreement with State.

- D.23. **LABOR CODE COMPLIANCE:** The Funding Recipient agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to payment from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Funding Recipient affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Funding Recipient affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.24. **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Funding Recipient, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Funding Recipient to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.25. **NONDISCRIMINATION:** During the performance of this Funding Agreement, Funding Recipient and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medical and family care leave or pregnancy disability leave. Funding Recipient and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Funding Recipient and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Funding Recipient and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Funding Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Funding Agreement.

- D.26. **OPINIONS AND DETERMINATIONS:** Where the terms of this Funding Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.27. **PERFORMANCE BOND:** Where contractors are used, the Funding Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in

favor of the Funding Recipient in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)

- D.28. PRIORITY HIRING CONSIDERATIONS: If this Funding Agreement includes services in excess of \$200,000, the Funding Recipient shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.29. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Funding Recipient shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Funding Recipient's service of water, without prior permission of State. Funding Recipient shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Funding Recipient meet its obligations under this Funding Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.30. PROJECT ACCESS: The Funding Recipient shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.31. REMAINING BALANCE: In the event the Funding Recipient does not submit invoices requesting all of the funds encumbered under this Funding Agreement, any remaining funds revert to the State. The State will notify the Funding Recipient stating that the Project file is closed, and any remaining balance will be disencumbered and unavailable for further use under this Funding Agreement.
- D.32. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Funding Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.33. RIGHTS IN DATA: Funding Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Funding Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Funding Recipient may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Funding Agreement, subject to appropriate acknowledgement of credit to State for financial support. Funding Recipient shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.34. SEVERABILITY: Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.
- D.35. SUSPENSION OF PAYMENTS: This Funding Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. Funding Recipient, its contractors, or subcontractors have made a false certification, or

- B. Funding Recipient, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Funding Agreement.
- D.36. SUCCESSORS AND ASSIGNS: This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the Funding Recipient shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.37. TERMINATION BY FUNDING RECIPIENT: Subject to State approval which may be reasonably withheld, Funding Recipient may terminate this Agreement and be relieved of contractual obligations. In doing so, Funding Recipient must provide a reason(s) for termination. Funding Recipient must submit all progress reports summarizing accomplishments up until termination date and repay all funds disbursed pursuant to this Agreement.
- D.38. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 7, the State may terminate this Funding Agreement and be relieved of any payments should Funding Recipient fail to perform the requirements of this Funding Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 7.
- D.39. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days advance written notice. The Funding Recipient shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.40. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.41. TIMELINESS: Time is of the essence in this Funding Agreement.
- D.42. UNION ORGANIZING: Funding Recipient, by signing this Funding Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Funding Agreement. Furthermore, Funding Recipient, by signing this Funding Agreement, hereby certifies that:
- A. No State funds disbursed by this Funding Agreement will be used to assist, promote, or deter union organizing.
  - B. Funding Recipient shall account for State funds disbursed for a specific expenditure by this Funding Agreement to show those funds were allocated to that expenditure.
  - C. Funding Recipient shall, where State funds are not designated as described in (B) above, allocate, on a pro rata basis, all disbursements that support the program.
  - D. If Funding Recipient makes expenditures to assist, promote, or deter union organizing, Funding Recipient will maintain records sufficient to show that no State funds were used for those expenditures and that Funding Recipient shall provide those records to the Attorney General upon request.
- D.43. VENUE: The State and the Funding Recipient hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Funding Recipient hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.44. WAIVER OF RIGHTS: None of the provisions of this Funding Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties hereto that from time

to time either party may waive any of its rights under this Funding Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Funding Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

**EXHIBIT E**  
**AUTHORIZING RESOLUTION**

Legistar File ID No. 23-401 Agenda Item No. 1

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

**Resolution No. 23-187**

Resolution authorizing the Monterey County Water Resources Agency to enter into a funding agreement with the California Department of Water Resources for the Nacimiento Dam Maintenance projects; and authorizing and designating the Monterey County Water Resources Agency General Manager to accept and execute the funding agreement and any amendments thereto. )  
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**WHEREAS**, California’s Budget Act of 2022 (Stats. 2022, ch. 249, § 207) has allocated \$6,163,000 to assist in financing necessary maintenance projects at the Nacimiento Dam; and

**WHEREAS**, a funding agreement (“Agreement”) between the Monterey County Water Resources Agency (“MCWRA”) and the California Department of Water Resources (“DWR”) is needed for the allocation to fund the maintenance work; and

**WHEREAS**, the Agreement deems the following projects as applicable for reimbursement: spillway plunge pool erosion control; installation of two new 24-inch outlet valves and discharge piping; installation of a new flow control energy dissipating outlet valve and piping; installation of three new low-level intake valve actuators; slope protection measures to protect outlet valves and penstock; upgrade to low-level intake valve hydraulic operating system; installation of flow metering to reliably capture all low-level reservoir releases; and replacement/modification of the low-level intake structure access door; and

**WHEREAS**, the Agreement allows MCWRA to determine which projects are to be funded and the order they are completed based on the following criteria: operational and safety priorities; feasibility of schedule implementation considering staffing resources, environmental review, permitting, construction phasing, site and seasonal considerations; the remaining availability of grant funds to complete subsequent phases; constructability during high water levels; and reservoir release requirements for groundwater recharge, fisheries enhancement, and/or other beneficial uses.; and

**WHEREAS**, MCWRA will be required to notify DWR of its determination on which projects to move forward, and the Agreement will need to be amended to indicate the projects funded; and

**WHEREAS**, DWR will disburse the entire \$6,163,000 under the Agreement upon receiving an invoice from MCWRA; and

Legistar File ID No. 23-401 Agenda Item No. 1

**WHEREAS**, the MCWRA General Manager, or designee, will represent MCWRA in carrying out MCWRA’s responsibilities under the Agreement, including certifying invoices and disbursement requests for project costs on behalf of MCWRA in compliance with applicable state and federal laws; and

**WHEREAS**, MCWRA will perform environmental review on the above projects as they move forward.

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

1. Find the foregoing recitals are true and correct.
2. Authorize entering into a funding agreement with DWR for the Nacimiento Dam Maintenance projects.
3. Authorize and designate the MCWRA General Manager to accept and execute the funding agreement and any amendments thereto.
4. Order that any and all actions, whether previously or subsequently taken by MCWRA, which are consistent with the intent and purposes of the foregoing resolution, shall be, and hereby are, in all respects, ratified, approved, and confirmed.

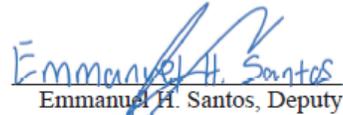
**PASSED AND ADOPTED** on this 23<sup>rd</sup> day of May 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams  
 NOES: None  
 ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting on May 23, 2023.

Dated: May 24, 2023  
 File ID: 23-401  
 Agenda Item No. 1

Valerie Ralph, Clerk of the Board of Supervisors  
 County of Monterey, State of California

  
 Emmanuel H. Santos, Deputy

**EXHIBIT F****REPORT FORMATS AND REQUIREMENTS**

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

**1. PROGRESS REPORTS**

Progress reports shall generally use the following format. In general, wherever possible please use bulleted format. This format may be modified as necessary to effectively communicate information.

**PROJECT STATUS**

Briefly describe the work performed during the time period covered by the report including but not limited to:

**PROJECT INFORMATION (as applicable)**

- Legal matters
- Engineering Evaluations
- Environmental matters
- Status of permits, easements, rights-of-way, rights of entry and approvals as may be required by other State, federal, and/or local agencies
- Major accomplishments during the reporting period (i.e. tasks completed, milestones met, meetings held or attended, press releases, etc.)
- Issues/concerns that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter
- Identify key issues that need to be resolved

**COST INFORMATION (as applicable)**

- Provide a list showing all project costs incurred during the time period covered by the report by the Funding Recipient and each contractor working on the Project and which of these costs are Eligible Project Costs
- A brief discussion on how the actual budget is progressing in comparison to the project budget included in the Work Plan
- A list of any changes approved to the budget in accordance with Funding Agreement and a revised budget, by task, if changed from latest budget in the Work Plan

**SCHEDULE INFORMATION (as applicable)**

- A schedule showing actual progress verses planned progress
- A brief discussion on how the actual schedule is progressing in comparison to the original or last reported schedule

- A list of any changes approved to the Schedule in accordance with Funding Agreement and a revised schedule, by task, if changed from latest reported schedule

The Final Annual Report shall contain the following Project completion information and shall generally use the following format.

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

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

COSTS AND DISPOSITION OF FUNDS – A list of showing:

- The date each invoice was submitted to State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- Summary of project cost including the following items:
  - Accounting of the cost of project expenditure
  - Include all internal and external costs not previously disclosed
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

## EXHIBIT G

### STATE AUDIT DOCUMENT REQUIREMENTS FOR FUNDING RECIPIENTS

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

#### State Audit Document Requirements

##### Internal Controls

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

##### State Funding:

1. Original Funding Agreement, any amendment(s) and budget modification documents.
2. A listing of public funds received from the State.
3. A listing of all other funding sources for the Project.

##### Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Funding Recipient and other public agencies as related to the State funded Project.

##### Invoices:

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

Cash Documents:

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

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

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

Project Files:

1. All supporting documentation maintained in the Project files.
2. All Funding Agreement related correspondence.

**FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA  
(DEPARTMENT OF WATER RESOURCES) AND  
MONTEREY COUNTY WATER RESOURCES AGENCY  
AGREEMENT NUMBER 4600015276  
AMENDMENT 1**

THIS FUNDING AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" and the Monterey County Water Resources Agency, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Funding Recipient," which parties do hereby agree as follows:

1. PURPOSE. State shall provide funding from the Budget Act of 2022 (Stats. 2022, ch. 249, § 207.) to Funding Recipient to assist in financing the Nacimiento Reservoir and Dam Maintenance (Project).
2. TERM OF FUNDING AGREEMENT. The term of this Funding Agreement begins on the date this Funding Agreement is initially executed by the State, through Final Project Completion Report plus three (3) years unless otherwise terminated or amended as provided in this Agreement.
3. FUNDING AMOUNT. The maximum amount payable by the State under this Agreement shall not exceed \$6,163,000.
4. DISBURSEMENT OF FUNDS. State will disburse to Funding Recipient the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Funding Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations. Any and all money disbursed to Funding Recipient under this Funding Agreement shall be used solely to pay Eligible Project Costs.
5. ELIGIBLE PROJECT COST. Funding Recipient shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Costs that are not eligible for reimbursement or payment include but are not limited to the following items:
  - A. Purchase of equipment not an integral part of the Project.
  - B. Purchase of water supply not an integral part of the Project.
  - C. Replacement of existing funding sources for ongoing programs.
  - D. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of the Project, as set forth and detailed by engineering and feasibility studies.
  - E. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.

6. **METHOD OF PAYMENT.** State will disburse the whole of State funding to Funding Recipient. The Funding Recipient shall submit one or more certified invoices, transmitted via electronic/digital signature system (e.g., DocuSign) or, via U.S. mail or Express mail delivery of a “wet signature.” State will notify Funding Recipient, in a timely manner, whenever, upon review of the Invoice(s), State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to State. Funding Recipient shall, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies).

Invoices submitted by Funding Recipient shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for the Project during the period identified in the particular invoice for the implementation of the Project.
- C. Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
  - i. Invoices must contain the date of the invoice and the time period covered by the invoice.
  - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
  - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
  - iv. Each invoice shall clearly delineate those costs incurred during that time period.
  - v. Each invoice shall contain the signature and date via electronic/digital signature system (e.g., DocuSign) of Funding Recipient’s Project Representative. The invoice shall be certified and transmitted via electronic/digital signature system (e.g., DocuSign) or, via U.S. mail or Express mail delivery to the State’s Project Manager.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Funding Recipient shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources. Any eligible costs for which the Funding Recipient is seeking State funding pursuant to this Agreement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General’s Office or the appropriate district attorney’s office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 489-490.)

7. **DEFAULT PROVISIONS.** Funding Recipient will be in default under this Funding Agreement if any of the following occur:
- A. Substantial breaches of this Funding Agreement, or any supplement or amendment to it, or any other agreement between Funding Recipient and State evidencing or securing Funding Recipient’s obligations;

- B. Making any false warranty, representation, or statement with respect to this Funding Agreement;
- C. Failure to operate or maintain Project in accordance with this Funding Agreement.
- D. Failure to make any remittance required by this Funding Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
- E. Failure to submit timely progress reports.
- F. Failure to routinely invoice State.
- G. Failure to meet any of the requirements set forth in Paragraph 8, "Continuing Eligibility."

Should an event of default occur, State shall provide a notice of default to the Funding Recipient and shall give Funding Recipient at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Funding Recipient. If the Funding Recipient fails to cure the default within the time prescribed by the State, State may do any of the following:

- a. Declare the funding be immediately repaid at the time of the default.
- b. Terminate the Funding Agreement.
- c. Take any other action that it deems necessary to protect its interests.

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

8. **CONTINUING ELIGIBILITY.** Funding Recipient shall meet the following ongoing requirements (as applicable) to remain eligible to receive State funds:
- A. An urban water supplier that receives state funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Water Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Water Code, § 10608 et seq.).
  - B. An agricultural water supplier receiving state funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code § 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR.
  - C. A surface water diverter receiving state funds shall maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the Water Code.
  - D. Funding Recipient shall maintain continuing eligibility with the current Sustainable Groundwater Management Act (SGMA, Water Code §10720 et seq.) requirements as they come into effect.
  - E. If Funding Recipient is designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, Funding Recipient shall maintain reporting compliance, as required by Water Code §10932 and the CASGEM Program.
  - F. Funding Recipient shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Water. Code, § 12405, et seq.) for data sharing, transparency, documentation, and quality control.
  - G. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law.

The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Funding Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Funding Recipient advance written notice of such termination, allowing the Funding Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

9. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Funding Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager, and shall be submitted via DWR's "Grants Review and Tracking System" (GRanTS) or via e-mail. If requested, Funding Recipient shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports is a requirement for initial and continued disbursement of State funds.
- A. Annual Progress Reports: Funding Recipient shall submit Annual Progress Reports to meet the State's requirement for disbursement of funds. Annual Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload, or or via e-mail to the State's Project Manager. Annual Progress Reports shall, at a minimum, provide a brief description of the work performed, Funding Recipients activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Funding Agreement during the reporting period. The first Annual Progress Report should be submitted to the State no later than one year after the execution of the Agreement with future reports then due on successive year increments based on the first Annual Progress Report submittal date, with the exception of the final Annual Progress Report which may also serve as the Project Completion Report and can extend beyond a year-long increment to account for Project closeout information.
- B. Project Completion Report: Funding Recipient shall prepare and submit to State a Project Completion Report, either separately or as part of the final Annual Progress Report. Funding Recipient shall submit the Project Completion Report within ninety (90) calendar days of Project completion. The Project Completion Report shall include, in part, a description of actual work done, any changes or amendments to the Project, and a final schedule showing actual progress versus planned progress, and copies of any final documents or reports generated or utilized during the Project.
10. NOTIFICATION OF STATE. Funding Recipient shall promptly notify State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, or work performed under this Funding Agreement. Funding Recipient agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
- B. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Funding Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the

resource, and the State has determined what actions should be taken to protect and preserve the resource. The Funding Recipient agrees to implement appropriate actions as directed by the State.

C. The initiation of any litigation or the threat of litigation against the Funding Recipient regarding the Project or that may affect the Project in any way.

11. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Funding Agreement shall be in writing.

A. Notices may be transmitted by any of the following means:

- i. By delivery in person.
- ii. By certified U.S. mail, return receipt requested, postage prepaid.
- iii. By “overnight” delivery service; provided that next-business-day delivery is requested by the sender.
- iv. By electronic means.

B. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

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

Department of Water Resources	Monterey County Water Resources Agency
Arthur Hinojosa	Ara Azhderian
Manager, Division of Regional Assistance	General Manager
P.O. Box 942836	1441 Schilling Place, North Building
Sacramento, CA 94236-0001	Salinas, CA 93901
Phone: 916-902-6713	Phone: 831-755-4860
Email: Arthur.Hinojosa@water.ca.gov	Email: AzhderianA@ countyofmonterey.gov

Direct all inquiries to the Project Manager:

Department of Water Resources	Monterey County Water Resources Agency
Ted Daum	Mark Foxworthy Senior Water Resources
Senior Environmental Scientist	Engineer1441 Schilling Place, North Building
P.O. Box 942836	Salinas, CA 93901
Sacramento, CA 94236-0001	Phone: 831- 788-3454
Phone: 916-902-7800	Email: foxworthyme1@countyofmonterey.gov
Email: theodore.daum@water.ca.gov	

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

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

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – State Audit Document Requirements for Funding Recipients

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

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

MONTEREY COUNTY WATER RESOURCES  
AGENCY

  
\_\_\_\_\_

Arthur Hinojosa  
Manager, Division of Regional Assistance  
Date 10/9/2024

  
\_\_\_\_\_

Ara Azhderian  
General Manager  
Date 10/9/2024

Approved as to Legal Form and Sufficiency

Approved as to Legal Form and Sufficiency

  
\_\_\_\_\_ For

Robin Brewer, Assistant General Counsel  
Office of the General Counsel  
Date 10/9/2024

  
\_\_\_\_\_

Kelly L. Donlon, Assistant County Counsel  
Office of the County Counsel  
Date 10/8/2024

## **EXHIBIT A**

### **WORK PLAN**

**PROJECT:** Nacimiento Reservoir and Dam Maintenance

**DESCRIPTION:** The Nacimiento Dam Maintenance Projects (Project) consists of nine subprojects:

1. Spillway plunge pool erosion control
  - A. Rock Outcrop Removal
  - B. Slope Protection
2. Install two new 24-inch outlet valves and discharge piping
3. Install a new flow control energy dissipating outlet valve and piping
4. Install three new low-level intake valve actuators
5. Slope protection measures to protect outlet valves and penstock
6. Upgrade low-level intake valve hydraulic operating system
7. Install flow metering to reliably capture all low-level reservoir releases
8. Replace/modify the low-level intake structure access door
9. Repair of Nacimiento Dam Spillway Panel 14R sub-grade

It is in the Funding Recipient's discretion to determine which subprojects are to be funded under the Funding Agreement, as subprojects will need to be phased to expedite completion of critical dam safety and operational components of the Dam facilities, consistent with subsequent project phases and future funding sources. Any such determination requires prior notification to DWR for purposes of amending this Funding Agreement if necessary. Determination of the subprojects schedules and phasing will be based on the following criteria: operational and safety priorities; and feasibility of schedule implementation considering staffing resources, environmental review, permitting, construction phasing, site and seasonal considerations, remaining availability of grant funds to complete subsequent phases, constructability during high water levels, and reservoir release requirements for groundwater recharge, fisheries enhancement, and/or other beneficial uses. This work must be in compliance with applicable California Labor Code requirements, and in conformance with Paragraph D.23.

#### **Budget Category A: Agreement Administration**

##### **Task A.1: Agreement Administration**

The Funding Recipient will respond to DWR's reporting and compliance requirements associated with the Agreement administration and will coordinate with the Project managers responsible for implementing the Project. The Funding Recipient will be responsible for compiling invoices for submittal to DWR.

#### **Deliverables:**

- Annual Invoices and associated backup documentation

**Task A.2: Reporting**

The Funding Recipient will be responsible for compiling progress reports for submittal to DWR. The Funding Recipient may retain consultants as needed to prepare and submit progress reports and final project completion report, as well as the funding agreement completion report. Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit F of this Agreement.

**Deliverables:**

- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2
- Annual Progress Reports
- Agreement Completion Report

**Budget Category B: Permitting and Environmental Documentation**

Identify required environmental and regulatory permits for the Project and obtain required permits. It includes the management of the environmental services work and the coordination of all consultants in the performance of the environmental clearance and permitting work.

**Deliverables**

- Memorandum identifying CEQA compliance and environmental permits for the Project.
- Copies of permits as required.

**Budget Category C: Planning and Design**

Work includes preparation of design documents for the Monterey County Water Resources Agency ("Agency"), California Department of Water Resources, Division of Safety of Dams ("DSOD") and Federal Energy Regulatory Commission ("FERC") review and approval, and for construction bidding and construction.

**Deliverables**

- Approval to construct from DSOD and/or FERC for subprojects requiring such approval.

**Budget Category D: Project Construction**

This task includes all activities necessary to construct or install the Subprojects.

**Task D.1: Contract Services**

This task must comply with the Standard Condition D.10 - Competitive Bidding and Procurements, as applicable. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

**Deliverables: (As applicable)**

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Construction Contract
- Notice to Proceed

**Task D.2. Construction Administration**

D.2.(a) Project schedule coordination, development of invoices, budget management, tracking of expenditures and reporting. Coordination, management and oversight of environmental and engineering consultant services procured for the Project by the Agency.

D.2.(b) Develop technical scopes of work and schedules for Project design, technical quality assurance/quality control (QA/QC), coordinating meetings with design team as needed, coordinating internal design review at intermediate stages of design completion (such as 30%, 60%, 90% and/or 100%), preparing final design report, plans, specifications and construction bidding and contract documents, and conducting legal review of construction bidding and contract documents prior to bidding.

**Deliverables** (as applicable)

- Engineer's Certificate
- Project completion pictures
- As-builts, as appropriate

Task D.3. Construction

It is in the Funding Recipient's discretion to determine which subprojects are to be funded under the Funding Agreement. The Project consists of the following nine subprojects: 1. Spillway plunge pool erosion control

Spillway plunge pool erosion control measures to prevent endangerment of the spillway toe and dam embankment include the removal of the large rock outcropping within the plunge pool (sub-project 1A) and installation of roller compacted concrete to provide plunge pool perimeter slope protection (sub-project 1B).

2. Install two new 24-inch outlet valves and discharge piping and internal penstock inspection

Installation and initiation of temporary alternative means of reservoir release, temporary dewatering of the low-level conduit, establish site access (remove decking, install access and safety barriers), removal of three existing valves and piping, installation of two new 24-inch valves and discharge piping at Outlet #1 and #2, surface preparation and recoating of internal surface of five 24-inch pipe outlet wyes, moving existing Outlet #2 valve and piping to Outlet #5, site cleanup and demobilization, recharging of the penstock, and removal of temporary alternative means of reservoir release. Internal inspection of the low-level outlet penstock will be performed during the period the penstock is dewatered.

3. Install new flow control energy dissipating outlet valve and piping

Installation and initiation of temporary alternative means of reservoir release, temporary dewatering of the low-level conduit, and construction of a new low-level outlet flow control energy dissipating valve and associated piping and appurtenances.

4. Replace low level intake valve actuators

Construction/Installation of this Project Subproject includes procurement of three new low-level intake valve actuators, installation and initiation of temporary alternative means of reservoir release, temporary lock-out of low-level outlet works, removal of existing low-level intake valve actuators and installation of new valve actuators.

5. Penstock and low-level outlet slope protection measures

Construction of slope protection measures to protect the low-level outlets and penstock from slide debris impact.

6. Replace low-level intake valve hydraulic operating system.

7. Install flow metering to reliably capture all low-level reservoir releases

Installation of flow metering structure(s) and/or devise(s) to reliably measure and report flow for all low-level reservoir releases.

8. Repair the low-level intake structure access door

Installation and initiation of temporary alternative means of reservoir release, temporary lock-out of low-level outlet works, and replacement or modification of the low-level intake structure access door.

9. Repair of Nacimiento Dam Spillway Panel 14R sub-grade

Construction/Installation of this Project Subproject includes removal of spillway panel 14R, repair of sub-grade to remove voids under existing panel, and reinstallation of spillway panel 14R to ensure panel is supported during reservoir releases.

**Deliverables (Except Subproject 6)**

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Engineer's Certificate
- Project completion pictures
- As-builts

**Deliverables (Subproject 6)**

- Replacement Completion Report

**EXHIBIT B**

**BUDGET**

**PROJECT:** Nacimiento Reservoir and Dam Maintenance

<b>Budget Category</b>	<b>State Funds</b>	<b>Agency Cost</b>	<b>Total Project Cost</b>
<b>A: Agreement Administration</b>	\$449,000	\$0	\$449,000
<b>B: Permitting and Environmental Documentation</b>	\$155,000	\$0	\$155,000
<b>C: Planning and Design</b>	\$680,000	\$0	\$680,000
<b>D: Project Construction</b>	\$4,879,000	\$0	\$4,879,000
<b>Total</b>	<b>\$6,163,000</b>	<b>\$0</b>	<b>\$6,163,000</b>

**EXHIBIT C  
SCHEDULE**

**PROJECT:** Nacimiento Reservoir and Dam Maintenance

<b>DESCRIPTION</b>	<b>START</b>	<b>FINISH</b>
<b>A: Agreement Administration</b>	1-1-2023	12-31-2027
<b>B: Permitting and Environmental Documentation</b>	1-1-2023	4-30-2027
<b>C: Planning and Design</b>	1-1-2023	6-30-2027
<b>D: Project Construction</b>	1-15-2023	11-30-2027

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

- A. **Separate Accounting of Funding Disbursements:** Funding Recipient shall account for the money disbursed pursuant to this Funding Agreement separately from all other Funding Recipient funds. Funding Recipient shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Funding Recipient shall keep complete and accurate records of all receipts, disbursements, and any interest earned on expenditures of such funds. Funding Recipient shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Funding Agreement shall be deposited in a separate account, administered, and accounted for pursuant to the provisions of applicable law.

**D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE:** Funding Recipient shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Funding Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Funding Recipient's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the California State Budget Act of 2022 and through an agreement with the State Department of Water Resources." The Funding Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

**D.3. AMENDMENT:** This Funding Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Funding Recipient for amendments must be in writing stating the amendment request and the reason for the request.

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

**D.5. AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Funding Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Funding Recipient to conduct a final audit to State's specifications, at Funding Recipient's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may elect to pursue any remedies provided in Paragraph 7 or take any other action it deems necessary to protect its interests. The Funding Recipient agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Funding Recipient shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Funding Agreement with respect of all matters connected with this Funding Agreement,

including but not limited to, the cost of administering this Funding Agreement. All records of Funding Recipient or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

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

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.

- D.11. **COMPUTER SOFTWARE:** Funding Recipient certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.12. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
  - B. **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
  - C. **Employees of the Funding Recipient:** Employees of the Funding Recipient shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
  - D. **Employees and Consultants to the Funding Recipient:** Individuals working on behalf of a Funding Recipient may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.13. **DELIVERY OF INFORMATION, REPORTS, AND DATA:** Funding Recipient agrees to expeditiously provide throughout the term of this Funding Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.14. **DISPOSITION OF EQUIPMENT:** Funding Recipient shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Funding Recipient with a list of the items on the inventory that State will take title to. All other items shall become the property of Funding Recipient. State shall arrange for delivery from Funding Recipient of items that it takes title to. Cost of transportation, if any, shall be borne by State.

- D.15. **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Funding Agreement, Funding Recipient, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
  - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
    - i. The dangers of drug abuse in the workplace,
    - ii. Funding Recipient's policy of maintaining a drug-free workplace,
    - iii. Any available counseling, rehabilitation, and employee assistance programs, and
    - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
  - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:
    - i. Will receive a copy of Funding Recipient's drug-free policy statement, and
    - ii. Will agree to abide by terms of Funding Recipient's condition of employment, contract or subcontract.
- D.16. **EASEMENTS:** Where the Funding Recipient acquires property in fee title or funds improvements to real property already owned in fee by the Funding Recipient or improved using State funds provided through this Funding Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.
- Where the Funding Recipient acquires an easement under this Agreement, the Funding Recipient agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.
- Failure to provide an easement acceptable to the State may result in termination of this Agreement.
- D.17. **FUNDING RECIPIENT'S RESPONSIBILITIES:** Funding Recipient and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Budget) and Exhibit C (Schedule).
  - B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Funding Agreement, including all incorporated documents, and to

fulfill all assurances, declarations, representations, and statements made by Funding Recipient in the application, documents, amendments, and communications filed in support of its request for funding.

- C. Comply with all applicable California, federal, and local laws and regulations.
  - D. Implement the Project in accordance with applicable provisions of the law.
  - E. Fulfill its obligations under the Funding Agreement and be responsible for the performance of the Project.
  - F. Obtain any and all permits, licenses, and approvals required for performing any work under this Funding Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Funding Recipient shall provide copies of permits and approvals to State.
  - G. Be solely responsible for design, construction, and operation and maintenance of the Project within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Funding Recipient under this Agreement.
  - H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Funding Recipient shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Funding Recipient and any other entity concerning responsibility for performance of work.
- D.18. GOVERNING LAW: This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.19. INDEMNIFICATION: Funding Recipient shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Funding Recipient shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.20. INDEPENDENT CAPACITY: Funding Recipient, and the agents and employees of Funding Recipients, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.21. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may withhold disbursements to Funding Recipient or take any other action it deems necessary to protect its interests.

- D.22. **INSPECTIONS OF PROJECT BY STATE:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Funding Agreement. This right shall extend to any subcontracts, and Funding Recipient shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Funding Agreement with State.
- D.23. **LABOR CODE COMPLIANCE:** The Funding Recipient agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to payment from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Funding Recipient affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Funding Recipient affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.24. **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Funding Recipient, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Funding Recipient to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.25. **NONDISCRIMINATION:** During the performance of this Funding Agreement, Funding Recipient and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medical and family care leave or pregnancy disability leave. Funding Recipient and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Funding Recipient and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Funding Recipient and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- Funding Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Funding Agreement.
- D.26. **OPINIONS AND DETERMINATIONS:** Where the terms of this Funding Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

- D.27. **PERFORMANCE BOND:** Where contractors are used, the Funding Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Funding Recipient in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.28. **PRIORITY HIRING CONSIDERATIONS:** If this Funding Agreement includes services in excess of \$200,000, the Funding Recipient shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.29. **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Funding Recipient shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Funding Recipient's service of water, without prior permission of State. Funding Recipient shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Funding Recipient meet its obligations under this Funding Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.30. **PROJECT ACCESS:** The Funding Recipient shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.31. **REMAINING BALANCE:** In the event the Funding Recipient does not submit invoices requesting all of the funds encumbered under this Funding Agreement, any remaining funds revert to the State. The State will notify the Funding Recipient stating that the Project file is closed, and any remaining balance will be disencumbered and unavailable for further use under this Funding Agreement.
- D.32. **REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Funding Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.33. **RIGHTS IN DATA:** Funding Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Funding Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Funding Recipient may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Funding Agreement, subject to appropriate acknowledgement of credit to State for financial support. Funding Recipient shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.34. **SEVERABILITY:** Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.

- D.35. SUSPENSION OF PAYMENTS: This Funding Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. Funding Recipient, its contractors, or subcontractors have made a false certification, or
  - B. Funding Recipient, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Funding Agreement.
- D.36. SUCCESSORS AND ASSIGNS: This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the Funding Recipient shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.37. TERMINATION BY FUNDING RECIPIENT: Subject to State approval which may be reasonably withheld, Funding Recipient may terminate this Agreement and be relieved of contractual obligations. In doing so, Funding Recipient must provide a reason(s) for termination. Funding Recipient must submit all progress reports summarizing accomplishments up until termination date and repay all funds disbursed pursuant to this Agreement.
- D.38. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 7, the State may terminate this Funding Agreement and be relieved of any payments should Funding Recipient fail to perform the requirements of this Funding Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 7.
- D.39. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days advance written notice. The Funding Recipient shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.40. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.41. TIMELINESS: Time is of the essence in this Funding Agreement.
- D.42. UNION ORGANIZING: Funding Recipient, by signing this Funding Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Funding Agreement. Furthermore, Funding Recipient, by signing this Funding Agreement, hereby certifies that:
- A. No State funds disbursed by this Funding Agreement will be used to assist, promote, or deter union organizing.
  - B. Funding Recipient shall account for State funds disbursed for a specific expenditure by this Funding Agreement to show those funds were allocated to that expenditure.
  - C. Funding Recipient shall, where State funds are not designated as described in (B) above, allocate, on a pro rata basis, all disbursements that support the program.
  - D. If Funding Recipient makes expenditures to assist, promote, or deter union organizing, Funding Recipient will maintain records sufficient to show that no State funds were used for those expenditures and that Funding Recipient shall provide those records to the Attorney General upon request.
- D.43. VENUE: The State and the Funding Recipient hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of

California. The Funding Recipient hereby waives any existing sovereign immunity for the purposes of this Agreement.

- D.44. WAIVER OF RIGHTS: None of the provisions of this Funding Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties hereto that from time to time either party may waive any of its rights under this Funding Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Funding Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.



Legistar File ID No. 23-401 Agenda Item No. 1

**WHEREAS**, the MCWRA General Manager, or designee, will represent MCWRA in carrying out MCWRA's responsibilities under the Agreement, including certifying invoices and disbursement requests for project costs on behalf of MCWRA in compliance with applicable state and federal laws; and

**WHEREAS**, MCWRA will perform environmental review on the above projects as they move forward.

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

1. Find the foregoing recitals are true and correct.
2. Authorize entering into a funding agreement with DWR for the Nacimiento Dam Maintenance projects.
3. Authorize and designate the MCWRA General Manager to accept and execute the funding agreement and any amendments thereto.
4. Order that any and all actions, whether previously or subsequently taken by MCWRA, which are consistent with the intent and purposes of the foregoing resolution, shall be, and hereby are, in all respects, ratified, approved, and confirmed.

**PASSED AND ADOPTED** on this 23<sup>rd</sup> day of May 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams

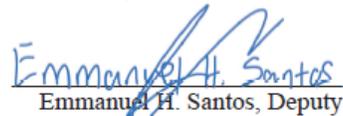
NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting on May 23, 2023.

Dated: May 24, 2023  
File ID: 23-401  
Agenda Item No. 1

Valerie Ralph, Clerk of the Board of Supervisors  
County of Monterey, State of California

  
Emmanuel H. Santos, Deputy

**EXHIBIT F****REPORT FORMATS AND REQUIREMENTS**

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

**1. PROGRESS REPORTS**

Progress reports shall generally use the following format. In general, wherever possible please use bulleted format. This format may be modified as necessary to effectively communicate information.

**PROJECT STATUS**

Briefly describe the work performed during the time period covered by the report including but not limited to:

**PROJECT INFORMATION (as applicable)**

- Legal matters
- Engineering Evaluations
- Environmental matters
- Status of permits, easements, rights-of-way, rights of entry and approvals as may be required by other State, federal, and/or local agencies
- Major accomplishments during the reporting period (i.e. tasks completed, milestones met, meetings held or attended, press releases, etc.)
- Issues/concerns that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter
- Identify key issues that need to be resolved

**COST INFORMATION (as applicable)**

- Provide a list showing all project costs incurred during the time period covered by the report by the Funding Recipient and each contractor working on the Project and which of these costs are Eligible Project Costs
- A brief discussion on how the actual budget is progressing in comparison to the project budget included in the Work Plan
- A list of any changes approved to the budget in accordance with Funding Agreement and a revised budget, by task, if changed from latest budget in the Work Plan

**SCHEDULE INFORMATION (as applicable)**

- A schedule showing actual progress verses planned progress
- A brief discussion on how the actual schedule is progressing in comparison to the original or last reported schedule

- A list of any changes approved to the Schedule in accordance with Funding Agreement and a revised schedule, by task, if changed from latest reported schedule

The Final Annual Report shall contain the following Project completion information and shall generally use the following format.

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

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

COSTS AND DISPOSITION OF FUNDS – A list of showing:

- The date each invoice was submitted to State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- Summary of project cost including the following items:
  - Accounting of the cost of project expenditure
  - Include all internal and external costs not previously disclosed
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

**EXHIBIT G****STATE AUDIT DOCUMENT REQUIREMENTS FOR FUNDING RECIPIENTS**

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

**State Audit Document Requirements**Internal Controls

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

State Funding:

1. Original Funding Agreement, any amendment(s) and budget modification documents.
2. A listing of public funds received from the State.
3. A listing of all other funding sources for the Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Funding Recipient and other public agencies as related to the State funded Project.

Invoices:

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

Cash Documents:

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

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

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

Project Files:

1. All supporting documentation maintained in the Project files.
2. All Funding Agreement related correspondence.



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

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

**APPROVE THE PURCHASE ORDER FOR THREE INTAKE VALVE )  
ACTUATORS IN THE AMOUNT OF \$103,000, TO BE INSTALLED )  
AT NACIMIENTO DAM’S LOW LEVEL INTAKE CHAMBER; AND )  
AUTHORIZE THE GENERAL MANAGER TO EXECUTE THE )  
PURCHASE ORDER. )**

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

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

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

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

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



# County of Monterey

**Item No.6**

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

## Board Report

**Legistar File Number: WRAG 25-095**

June 16, 2025

**Introduced:** 6/10/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

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

### RECOMMENDATION:

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

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

### SUMMARY/DISCUSSION:

On March 27, 2019, the Monterey County Water Resources Agency (Agency) entered into an Agreement for Professional Services (Agreement) with JDH Corrosion Consultants, Inc., to provide cathodic protection engineering services for the Castroville Seawater Intrusion Project (CSIP) in the amount of \$173,780. The scope of work under this Agreement includes cathodic protection system condition assessment, engineering design, and as-needed construction management and inspection services for the installation of cathodic protection components.

In April 2022, the Board of Directors approved Amendment No. 1 to extend the term of the Agreement to June 30, 2025.

The purpose of Amendment No. 2 is to provide continued cathodic protection engineering services for CSIP through June 30, 2028, and to increase the amount payable by \$150,000 to a not-to- exceed total of \$323,780.

This amendment was taken to the Finance Committee on June 6th, 2025 and was recommended to be approved by the Board of Directors.

### OTHER AGENCY INVOLVEMENT:

None.

### FINANCING:

Amendment No. 2 is payable from Fund 131- CSIP Operations and Maintenance.

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

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

Attachments:

1. Original Professional Services Agreement.
2. Amendment No. 1
3. Amendment No. 2
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 25-095

June 16, 2025

**Introduced:** 6/10/2025

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### OTHER AGENCY INVOLVEMENT:

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FINANCING:

Amendment No. 2 is payable from Fund 131- CSIP Operations and Maintenance.

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

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

Attachments:

1. Original Professional Services Agreement.
2. Amendment No. 1
3. Amendment No. 2
4. 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 JDH Corrosion Consultants, 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:
  - 1. Test and provide a condition assessment of the Castroville Seawater Intrusion Project (CSIP) and Salinas River Diversion Facility (SRDF) cathodic protection systems.
  - 2. Provide cathodic protection system engineering design services (prepare technical specifications, cost estimates and bid documents).
  - 3. Provide as-needed construction management and inspection services for the installation of cathodic protection system components.
- (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 March 2019 by CONTRACTOR and Agency, and will terminate on June 30, 2022, 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 seventy-three thousand and seven hundred and eighty dollars.

(\$ 173,780.00 ).

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.

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

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

## 6. Insurance.

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

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

neither relieve nor decrease the liability of the CONTRACTOR.

6.2 Qualifying Insurers:

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

6.3 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

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

6.4 Other Insurance Requirements.

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

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

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

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

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

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

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

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

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

deducted from any sum due CONTRACTOR.

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

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

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

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

26. Contract Administrators.

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

J. Darby Howard, Jr.

Agency's designated administrator of this Agreement shall be

Manuel Saavedra

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

<b>TO AGENCY</b>	<b>TO CONTRACTOR</b>
Name: Manuel Saavedra	Name: J. Darby Howard, Jr.
Address: 1441 Schilling Place, North Building Salinas, CA 93901	Address: 1100 Willow Pass Court Concord, CA 94520
Telephone: (831) 755-4860	Telephone: (925) 927-6630
Fax: (831) 424-7935	Fax: (925) 927-6634
E-Mail: saavedram@co.monterey.ca.us	E-Mail: dhoward@jdhcorrosion.com

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

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

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

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

Exhibit A - Scope of Work/ Work Schedule

Exhibit B - Fee Schedule

Exhibit C - Deliverables

Exhibit D -

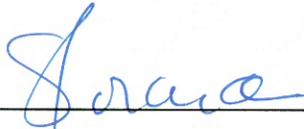
32. Entire Agreement --As of the effective date of this Agreement, this document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating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

**MONTEREY COUNTY WATER RESOURCES AGENCY  
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:



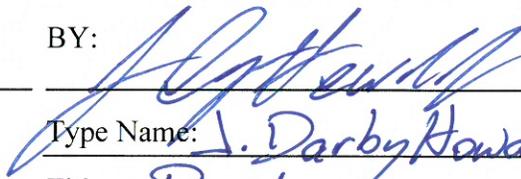
Shauna Lorance  
Interim General Manager

Date:

3/27/19

**CONTRACTOR:**

BY:



Type Name:

J. Darby Howard, Jr., PE

Title:

President

Date:

2/28/19

BY:



Type Name:

J. Darby Howard, Jr., PE

Title:

Secretary

Date:

2/28/19

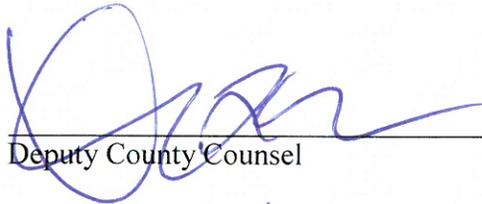


\* INSTRUCTIONS: If CONTRACTOR is a corporation (including limited liability and nonprofit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth together 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.

( JDH Corrosion Consultants, Inc. )  
Agreement/Amendment No # ( 18-003 )

\*\*\*\*\*

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

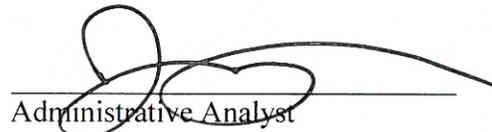
  
Deputy County Counsel

Dated: 3/18/19

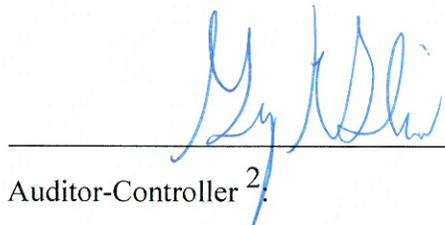
\_\_\_\_\_  
County Counsel – Risk Manager:

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

Approved as to fiscal provisions:

  
Administrative Analyst

Dated: 3-19-19

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

Dated: 3/18/19

<sup>1</sup> Approval by County Council 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

#### Introduction:

JDH Corrosion Consultants, Inc., (Contractor) shall provide the following Scope of Work related to the engineering design, construction management, inspection, testing and condition assessment of the Castroville Seawater Intrusion Project (CSIP), and Salinas River Diversion Facility (SRDF) cathodic protection systems.

CONTRACTOR shall complete the following tasks, but not limited to:

- a. Prepare standard drawings, technical specifications and bid documents necessary for the installation of anode and galvanic beds, rectifiers, RMU's, and test stations.
- b. Prepare detailed engineering cost estimates for of cathodic protection system components.
- c. Provide construction management and inspection services for the installation of cathodic protection system components.
- d. Perform a survey of the CSIP and SRDF cathodic protection systems, and prepare a report summarizing results. Cathodic protection survey shall be completed at the end of the first year of the AGREEMENT term. The survey will include the following:
  - Inspecting all rectifiers, anode beds, test stations and insulating joints to determine corrosion activity levels and protection potentials and insulation.
  - Evaluation of the CSIP and SRDF impressed current systems for interference on foreign pipelines.
  - Adjusting and resetting rectifier outputs to meet appropriate cathodic protection levels to the pipelines.
  - Measuring pipe-to-soil potentials at all accessible test stations.
  - Measuring pipe-to-soil potentials and anode current outputs at galvanic anode locations.

All work completed by the Contractor shall be in accordance with the latest standards of the National Association of Corrosion Engineers (NACE).

**EXHIBIT B**

**FEE SCHEDULE**

**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 \$173,780. Payable costs shall be the sum of direct labor costs, other direct costs and sub-consultant mark-up as defined below. If Contractor time and expense costs necessary to complete the Scope of Work defined in Exhibit A are less than \$173,780, the Agency enjoys the savings. If Contractor requires time and expense to complete the Scope of Work defined in Exhibit A are over and above \$173,780, the maximum amount payable to Contractor remains \$173,780.

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

Other Direct Costs: are identifiable costs necessarily incurred by Contractor to complete the Scope of Work defined in Exhibit A. Other Direct Costs include, but are not limited to, travel and subsistence expenses, document reproduction costs, and postal costs. Other Direct Costs shall be accounted for in each invoice by submittal of receipts for such costs and description of their necessity. Contractor is entitled to mark-up their Other Direct Costs by a multiplier of 1.10 (10%). Automobile mileage will be reimbursable at the IRS approved rate.

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 herein shall be valid for the term of the Agreement beginning March 2019. The hourly billing rate schedule and other direct costs chargeable to the project may be modified as agreed by Agency and Contractor after said period of time. The parties shall agree to such modifications in writing as an Amendment to the Agreement.

<b>Personnel Charges</b>	<b>Rate Per Hour</b>
Project Manager	\$230.00
Senior Project Manager	\$215.00
Corrosion Design Specialist	\$185.00
Project Supervisor	\$180.00
Project Engineer	\$175.00
Corrosion Technician	\$145.00

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

		<b>Monterey County Water Resources Agency</b> <b>Cathodic Protection System</b> <b>MANPOWER COST ESTIMATE</b> <small>12/19/2018</small>						
Task	Project Manager	Sr. Project Engineer	Corr. Design Specialist	Project Superv.	Project Engineer	Corrosion Technician	Lab Fees	Total
Hourly Rate	\$ 230.00	\$ 215.00	\$ 185.00	\$ 180.00	\$ 175.00	\$ 145.00		
<b>Task 1 - Review &amp; Project Scheduling</b>								
1. Review Existing & New Record Documents and Prepare Work Schedule with MCWRA	2	2		16	8			\$ 5,170.00
<b>Subtotal</b>								<b>\$ 5,170.00</b>
<b>Task 2 - Field Work Required to Obtain Site Specific Information &amp; Perform CP Survey</b>								
1. Check Rectifiers & Preliminary Adjustments & Prepare Location Plans for Replacement Anode Beds		8		8	40	40		\$ 15,960.00
2. Conduct Cathodic Protection Survey & Collect Additional Info for Replacement Galvanic Beds		8		8	60	60		\$ 22,360.00
3. Make Adjustments as Necessary		8		4	16			\$ 5,240.00
4. Prepare Report	4	8		8	40			\$ 11,080.00
<b>Subtotal</b>								<b>\$ 54,640.00</b>
<b>Task 3 - Design</b>								
1. Deep Anode Beds - 5 Locations	4	8	40		8			\$ 11,440.00
2. Galvanic System - 37 Locations	4	8	48	8	8			\$ 14,360.00
3. RMU Installation - 2 Replacements & 47 RMUs	4	8	16	4	4			\$ 7,020.00
4. Design of Test Stations	4	8	48		8			\$ 12,920.00
<b>Subtotal</b>								<b>\$ 45,740.00</b>
<b>Task 4 - Specifications, Cost Estimates and Bid Documents</b>								
1. Deep Anode Beds - 5 Locations	4	8	8	8	16			\$ 8,360.00
2. Galvanic System - 37 Locations	4	8	8	8	16			\$ 8,360.00
3. RMU Installation - 2 Replacements & 47 RMUs	4	8	8	8	16			\$ 8,360.00
4. Test Stations	2	2	2	8	8			\$ 3,730.00
<b>Subtotal</b>								<b>\$ 28,810.00</b>
<b>Task 5 - Construction Management &amp; Inspection Services</b>								
1. Logging Wells and Testing Deep Anode Beds - 5 Locations	8	8		8	60			\$ 15,500.00
2. Testing Galvanic Systems - 37 Locations				8	40			\$ 8,440.00
3. Testing RMU Installations - 2 Replacements & 47 RMUs				8	32			\$ 7,040.00
4. Test Stations				8	40			\$ 8,440.00
<b>Subtotal</b>								<b>\$ 39,420.00</b>
<b>Total</b>								<b>\$ 173,780.00</b>

**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.

## EXHIBIT C

### DELIVERABLES

CONTRACTOR shall furnish, in accordance with the agreed schedule the following deliverables:

One (1) full size hardcopy set for all drawings, technical specifications and design calculations. Drawings and technical specifications shall fully delineate the work to be done and materials required. Dimensions, details, and descriptions shall demonstrate adequacy of design for review, permitting, bidding and construction. Each original drawing sheet shall be stamped and signed by a corrosion engineer licensed to practice in the State of California. Plan sets shall be prepared in AutoCAD®.

One (1) full set of all drawings, technical specifications and design calculations in an electronic file in both .dwg and .pdf formats.

Draft report of the field testing survey of the CSIP and SRDF cathodic protection systems in bound form and as a .pdf file, single sided.

Three (3) copies of the final report of the field testing survey of the CSIP and SRDF cathodic protection systems in bound form and as a .pdf file, single sided.

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.

All standard drawings, technical specifications, and field work shall be done in accordance with the standards of the National Association of Corrosion Engineers (NACE). All standard drawings and technical specifications shall be suitable for bidding purposes. CONTRACTOR will allow for at least one revision of all drawings and technical specifications.

**AMENDMENT NO. 1  
TO AGREEMENT BY AND BETWEEN  
MONTEREY COUNTY WATER RESOURCES AGENCY &  
JDH CORROSION CONSULTANTS, INC.**

**THIS AMENDMENT NO. 1** is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of a time extension by and between **JDH CORROSION CONSULTANTS, INC.**, hereinafter “CONTRACTOR”, and the Monterey County Water Resources Agency, a political subdivision of the State of California, hereinafter referred to as “Agency”.

**WHEREAS**, the Agency and CONTRACTOR wish to amend the AGREEMENT to reflect the Agency’s exercise of the option to extend the term of the agreement for three (3) years.

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

1. Section 2, Term of Agreement. The term of this agreement shall begin on **March 2019**, by CONTRACTOR and Agency, and will terminate on **June 30, 2025**, unless earlier terminated as provided herein.
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 1 and shall continue in full force and effect as set forth in the AGREEMENT.
3. A copy of this AMENDMENT NO. 1 shall be attached to the original AGREEMENT dated March 2019.

*This space left blank intentionally*

Amendment No. 1 – JDH Corrosion Consultants, Inc.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT NO. 1 on the day and year written below.

MONTEREY COUNTY WATER RESOURCES AGENCY

CONTRACTOR

Authorized by:



2B64ASA1043A441...  
General Manager

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

Dated: 4/18/2022 | 10:05 AM PDT

J. Darby Howard, Jr. PE  
Printed Name and Title

Approved as to Fiscal Provisions:



F60G442ED05B437...  
Deputy Auditor/Controller

Dated: 4/14/22

Dated: 4/18/2022 | 9:56 AM PDT

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

Approved as to Liability Provisions:

J. Darby Howard, Jr. PE  
Printed Name and Title

Risk Management

Dated: 4/14/22

Dated:

Approved as to Form:



22D690CA05A940B...  
Assistant County Counsel

Dated: 4/14/2022 | 2:19 PM PDT

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

**AMENDMENT NO. 2 TO  
THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY &  
JDH CORROSION CONSULTANTS, INC.**

**THIS AMENDMENT NO. 2** to the Professional Services Agreement between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, “Agency”) and JDH Corrosion Consultants, Inc. (hereinafter, “CONTRACTOR”) is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and the CONTRACTOR are referred to as the “Parties”).

**WHEREAS**, CONTRACTOR entered into an Agreement for Professional Services with Agency in March 2019, and Amendment No. 1 on April 18, 2022; and

**WHEREAS**, the Parties wish to amend the Agreement with a term increase to June 30, 2028, and a dollar increase of \$150,000.00 for a total contract amount not to exceed \$323,780, to continue providing services identified in the agreement.

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

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

Term of Agreement. The term of this agreement shall begin on **March 2019**, by CONTRACTOR and Agency, and will terminate on **June 30, 2028**, unless earlier terminated as provided herein.

2. Section 3, “**Payments to CONTRACTOR; maximum liability**” to read as follows:

Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay to the CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is **Three Hundred Twenty-three Thousand Seven Hundred Eighty dollars no cents (\$323, 780.00)**.

3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement.
4. A copy of this Amendment No. 2 shall be attached to the original Agreement dated March 2019.

**IN WITNESS WHEREOF**, the parties have executed this Amendment No. 2 on the day and year written below.

MONTEREY COUNTY WATER  
RESOURCES AGENCY

CONTRACTOR

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

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

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

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

*Approved as to Form:*

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

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

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

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

*Approved as to Fiscal Provisions:*

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

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

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

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

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

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

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***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 PROFESSIONAL )  
SERVICES AGREEMENT WITH JDH CORROSION )  
CONSULTANTS, INC., TO INCREASE THE DOLLAR AMOUNT BY )  
\$150,000 FOR A TOTAL CONTRACT AMOUNT NOT-TO-EXCEED )  
\$323,780 AND EXTEND THE TERM OF THE AGREEMENT TO )  
JUNE 30, 2028, TO PROVIDE CATHODIC PROTECTION )  
ENGINEERING SERVICES FOR THE CASTROVILLE SEAWATER; )  
INTRUSION PROJECT (CSIP); AND AUTHORIZE THE GENERAL )  
MANAGER TO EXECUTE THE AMENDMENT )**

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

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

PASSED AND ADOPTED on this **16th** day of **June 2025**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

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

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



# County of Monterey

## Item No.7

### Board Report

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

Legistar File Number: WRAG 25-096

June 16, 2025

**Introduced:** 6/10/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

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

#### RECOMMENDATION:

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

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

#### SUMMARY/DISCUSSION:

On October 1, 2024, the Monterey County Water Resources Agency (Agency) entered into a Joint Funding Agreement (Agreement) with U.S. Geological Survey, California Water Science Center, United States Department of the Interior for stream gaging work to be performed by the USGS during the twelve-month period, October 1, 2024 to September 30, 2025.

The annually renewed cooperative program with the USGS provides quantification of flow on major streams and creeks throughout the County. Services provided by the USGS through this program include the installation and maintenance of equipment, the collection of data using mechanical recorders and USGS personnel, emergency response during flooding, and the analyses of data and preparation of annual streamflow records. Data collected through this program has been used to determine the frequency and magnitude of surface water flow in order to estimate the infiltration of water and the transport of sediment within streambeds. The data is also critical to calculating surface water travel times used in the Agency's ALERT Storm and Flood Monitoring Program and for guidance of reservoir releases year-round, including when the SRDF is operational. Complete and timely surface water data are essential to the management of water resources and greatly facilitates the utilization of modern tools such as groundwater and surface water models and forecast informed reservoir operations. The reservoir elevation gages have provided accurate high frequency logging of reservoir levels needed to meet water rights reporting requirements of the State Water Resources Control Board. The reservoir gages also enhance flood-control monitoring through automated

continuous realtime reservoir elevation reporting.

On May 6, 2025, the Board of supervisors authorized implementation of the MCWRA Stream Gage Upgrade Project and accepted a reimbursable grant of \$76,000 dollars from the California Department of Water Resources for the project's CalSIP program.

The MCWRA Stream Gage Upgrade Project will fund the installation of a USGS stream gage on the Salinas River in King City. In its application for funding to DWR, MCWRA identified the need for a rated streamflow gage at this location to:

- Fill a large gap in Salinas River stream gaging coverage that currently poses flood management challenges and requires intensive effort to ensure public safety at a low water crossing on the Salinas River during moderate storm events.
- Improve situational awareness of the advancement of reservoir releases or upper watershed flood flows.
- Provide a means of accurately evaluating and tracking flows affecting the low water crossing at Elm Avenue near the town of Greenfield. Currently, the closest existing gage is about 40 miles up valley, near Bradley, California, and travel times and flow rate changes between Bradley and Greenfield are highly variable and uncertain. A gage at King City will provide a gage about ten miles upstream of the low water crossing, thereby adding precision to conditions assessment and enabling establishment of accurate threshold flows that could trigger closure of Elm Avenue.
- Help with realtime determination of the timing and rate of inflow to the Salinas River from the tributary San Lorenzo Creek (just upstream of the proposed gage), enhancing flood control efforts by providing the timing of advancement of upper Salinas flood flows and potential impacts to downstream locations.
- Help track and improve compliance with prescribed releases from Nacimiento and San Antonio Reservoirs to support migration of federally listed Steelhead at all life cycle stages, as required by water rights that authorize MCWRA to stored water in the reservoirs and put it to various beneficial uses.
- Provide a continuous record of streamflow data which would refine our understanding of surface water-groundwater interaction along this reach of the river and inform water budgets for the Upper Valley.
- Provide a dataset to support calibration and refinement of modeling tools under development to manage the Salinas Valley Groundwater Basin.

OTHER AGENCY INVOLVEMENT:

The Agency and USGS have collaborated in the development of this Agreement and the proposed amendment. No other agencies have been involved.

At their June 6, 2025 meeting, the Monterey County Water Resources Agency Finance Committee recommended approval of Amendment No. 1 to the Joint Funding Agreement with United States Department of the Interior: United States Geological Survey to increase the dollar amount by \$19,030 for a new contract total not to exceed \$249,090 to accommodate installation of a stream gage on the Salinas River at King City and operation and maintenance of said gage for the remainder of the contract term; and authorize the General Manager to execute Amendment No. 1.

FINANCING:

The total cost of this program before amendment 1 is \$285,110 reflecting an overall 81/19 split; with 81% funding from the Agency (\$230,060) matched by 19% funding from the Federal government (\$55,050). Funding for this program comes from Agency Funds 111, 116, 122, and 124. Funding for this agreement between October 1, 2024 and June 30, 2025 has been identified in the Agency FY 2024-25 budget. Funding for July 1, 2025 through September 30, 2025 will be budgeted in FY 2025-26.

After amendment 1 the total cost of this program will be \$304,140 and the Agency's portion of the agreement will be \$249,090. The increase in Agency cost will be reimbursed by the California Department of Water Resources.

Prepared by: Joseph Klein, Water Resources Hydrologist, (831)755-4860

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

Attachments:

1. Original Joint Funding Agreement
2. Amendment No. 1
3. Board Order



# County of Monterey

Item No.

## Board Report

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

Legistar File Number: WRAG 25-096

June 16, 2025

**Introduced:** 6/10/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

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### RECOMMENDATION:

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

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

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FINANCING:

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Prepared by: Joseph Klein, Water Resources Hydrologist, (831)755-4860

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

Attachments:

1. Original Joint Funding Agreement
2. Amendment No. 1
3. Board Order



## United States Department of the Interior

U.S. GEOLOGICAL SURVEY  
California Water Science Center  
6000 J Street  
Sacramento, CA 95819

July 30, 2024

Peter Kwiek  
Associate Hydrologist  
Monterey County Water Resources Agency  
1441 Schilling Place P.O Box 930  
Salinas, CA 93902

Dear Peter Kwiek:

Attached is the Joint Funding Agreement (JFA) 25ZGJFA03000020, signed by our agency, for your approval to enact the cost changes to the project(s) California Water Science Center Water Resources Investigations, during the period October 1, 2024 through September 30, 2025 in the amount of \$230,060 from your agency. U.S. Geological Survey contributions for this agreement are \$55,050 for a combined total of \$285,110. If you are in agreement with this proposed program, please return the fully executed signed copy to CAgageADMIN@usgs.gov (preferred) or send one fully executed paper copy to Cade Castro at the address in the letter head.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2024**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Anthony Guerriero at (831) 460-7494 or email aguerrie@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Cade Castro at phone number (970) 462-2034 or ccastro@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

ANKE MUELLER-  
SOLGER

Digitally signed by ANKE  
MUELLER-SOLGER  
Date: 2024.07.30  
09:23:39 -07'00'

Anke Mueller-Solger  
Director, USGS California Water Science Center

Enclosure  
Detailed Summary

**Form 9-1366  
(May 2018)**

**U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations**

**Customer #: 600000803  
Agreement #: 25ZGJFA03000020  
Project #: ZG00GZV  
TIN #: 94-6000524**

**Fixed Cost Agreement YES[ X ] NO[ ]**

THIS AGREEMENT is entered into as of the October 1, 2024, by the U.S. GEOLOGICAL SURVEY, California Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Monterey County Water Resources Agency party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for negotiated deliverables (see attached), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$55,050 by the party of the first part during the period October 1, 2024 to September 30, 2025
- (b) \$230,060 by the party of the second part during the period October 1, 2024 to September 30, 2025
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices>).

Form 9-1366  
(May 2018)

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR

Customer #: 600000803  
Agreement #: 25ZGJFA03000020  
Project #: ZG00GZV  
TIN #: 94-6000524

Water Resource Investigations

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Anthony Guerriero  
Supervisory Hydrologic Technician  
Address: 400 Natural Bridges Drive  
Santa Cruz, CA 95060  
Telephone: (831) 460-7494  
Fax: (831) 427-4475  
Email: aguerrie@usgs.gov

Customer Technical Point of Contact

Name: Peter Kwiek  
Associate Hydrologist  
Address: 1441 Schilling Place P.O Box 930  
Salinas, CA 93902  
Telephone: (831) 755-4836  
Fax: (n/a)  
Email: kwiepk@co.monterey.ca.us

USGS Billing Point of Contact

Name: Cade Castro  
Budget Analyst  
Address: 6000 J Street Placer Hall  
Telephone: (970) 462-2034  
Fax: (n/a)  
Email: ccastro@usgs.gov

Customer Billing Point of Contact

Name: Tanya Hernandez  
Accounts Payable  
Address: 1441 Schilling Place P.O. Box 930  
Salinas, CA 93901  
Telephone: (831) 755-4860  
Fax: (n/a)  
Email: WRAAccountsPayable@co.monterey.ca.us

U.S. Geological Survey  
United States  
Department of Interior

Monterey County Water Resources Agency

Signature

By ANKE MUELLER-SOLGER Digitally signed by ANKE MUELLER-SOLGER Date: 2024.07.30 09:23:12 -0700 Date: \_\_\_\_\_  
Name: Anke Mueller-Solger  
Title: Director, USGS California Water Science Center

Signatures

DocuSigned by: Ara Azhderian 10/1/2024 | 11:47 AM PDT  
By Ara Azhderian Date: \_\_\_\_\_  
Name: Ara Azhderian General Manager  
Title:

Signed by: Kelly L. Donlon 9/30/2024 | 2:01 PM PDT  
By Kelly L. Donlon Date: \_\_\_\_\_  
Name: Kelly L. Donlon  
Title: Assistant County Counsel

DocuSigned by: Jennifer Forsyth 9/30/2024 | 4:57 PM PDT  
By Jennifer Forsyth Date: \_\_\_\_\_  
Name: Jennifer Forsyth  
Title: Auditor-Controller Analyst II

Signed by: Trent Hill 10/1/2024 | 9:15 AM PDT  
By Trent Hill Date: \_\_\_\_\_  
Name: Trent Hill  
Title: SENIOR ADMINISTRATIVE ANALYST

**FY 2025 USGS Cooperative Water Program**

Agreement Period Oct 1, 2024 - Sept 30, 2025  
 Agreement # 25ZGJFA03000020

7/29/2024

**USGS Contact:**

Anthony Guerriero  
 2885 Mission Street  
 Santa Cruz CA 95060  
 (831) 460-7494  
 aguerrie@usgs.gov

**Monterey County Water Resources Agency**

Mr. Peter Kwiek  
 Associate Hydrologist  
 Monterey County Water Resources Agency  
 Post Office Box 930  
 Salinas, California 93902

**Program Total = \$285,110**  
**USGS Cooperative Matching Funds = \$55,050**  
**Cooperator Total = \$230,060**

Type	Station Number	Station Name	Activity	Activity Cost	USGS Funds	Cooperator Funds
SW	11143000	Big Sur R nr Big Sur CA	Streamflow, continuous (CMF)	\$ 26,710	\$ 7,340	\$ 19,370
SW	11143200	Carmel R a Robles Del Rio CA	Streamflow, continuous (CMF)	\$ 26,710	\$ 7,340	\$ 19,370
SW	11147500	Salinas R a Paso Robles CA (50% Split with San Luis Obispo County FC&WD)	Streamflow, continuous (CMF)	\$ 13,360	\$ 3,670	\$ 9,690
SW	11148900	Nacimiento R bl Sapaque C nr Bryson CA	Streamflow, continuous (CMF)	\$ 26,710	\$ 7,340	\$ 19,370
SW	11149400	Nacimiento R bl Nacimiento Dam nr Bradley CA	Streamflow, continuous	\$ 27,880	\$ -	\$ 27,880
SW	11149400	Nacimiento R bl Nacimiento Dam nr Bradley CA (Five Extra Measurements)	Discharge measurement	\$ 2,800	\$ -	\$ 2,800
SW	11149900	San Antonio R nr Lockwood CA	Streamflow, continuous (CMF)	\$ 26,710	\$ 7,340	\$ 19,370
SW	11151700	Salinas R a Soledad CA	Streamflow, continuous (CMF)	\$ 26,710	\$ 7,340	\$ 19,370
SW	11151870	Arroyo Seco nr Greenfield CA (Operated October - April)	Streamflow, Seasonal	\$ 16,750	\$ -	\$ 16,750
SW	11152050	Arroyo Seco bl Reliz C nr Soledad CA	Streamflow, continuous (CMF)	\$ 26,710	\$ 7,340	\$ 19,370
SW	11152300	Salina R nr Chualar CA	Streamflow, continuous (CMF)	\$ 26,710	\$ 7,340	\$ 19,370
SW	11152650	Reclamation Ditch nr Salinas CA (Adjusted 60% due to Weir)	Streamflow, continuous	\$ 16,730	\$ -	\$ 16,730
SW	11149300	Nacimiento Res nr Bradley CA	Water Level/Reservoir, continuous	\$ 9,750	\$ -	\$ 9,750
SW	11150100	San Antonio Res nr Bradley CA	Water Level/Reservoir, continuous	\$ 9,750	\$ -	\$ 9,750
SW		Measurements Annual Salinas River Survey (Two Measurements)	Discharge measurement	\$ 1,120	\$ -	\$ 1,120

**Summary of Monitoring Conducted in Cooperation with Other Agencies**

SW	11147500	Salinas R a Paso Robles CA	Streamflow, continuous (CMF)	San Luis Obispo County
SW	11150500	Salinas R a Bradley CA	Streamflow, continuous	California Department of Water Resources
SW	11151300	San Lorenzo C bl Bitterwater C nr King City CA	Streamflow, continuous	USGS Federal Priority Streamgauge
SW	11152000	Arroyo Seco nr Soledad CA	Streamflow, continuous	USGS Federal Priority Streamgauge
SW	11152500	Salinas R a Spreckles CA	Streamflow, continuous	California Department of Water Resources
SW	11159000	Pajaro R a Chittenden CA	Streamflow, continuous	USGS Federal Priority Streamgauge

**Monterey County Water Resources Agency**

Attachment for 25ZGJFA03000020

2024-10-01 to 2025-09-30

SURFACE WATER							
SITE NUMBER	DESCRIPTION	CODE	NO. UNITS	DIFF FACTOR	USGS FUNDS	CUST. OTHER CASH FUNDS	TOTAL COST
11143000	BIG SUR R NR BIG SUR CA Full Range Streamflow Station	QCONT	1	1	\$7,340	\$19,370	
				<b>SW Total:</b>			<b>\$26,710</b>
11143200	CARMEL R A ROBLES DEL RIO CA Full Range Streamflow Station	QCONT	1	1	\$7,340	\$19,370	
				<b>SW Total:</b>			<b>\$26,710</b>
11147500	SALINAS R A PASO ROBLES CA Full Range Streamflow Station	QCONT	1	1	\$3,670	\$9,690	
				<b>SW Total:</b>			<b>\$13,360</b>
11148900	NACIMIENTO R BL SAPAQUE C NR BRYSON CA Full Range Streamflow Station	QCONT	1	1	\$7,340	\$19,370	
				<b>SW Total:</b>			<b>\$26,710</b>
11149300	NACIMIENTO RES NR BRADLEY CA Storage, Continuous	STORCONT	1	1		\$9,750	
				<b>SW Total:</b>			<b>\$9,750</b>
11149400	NACIMIENTO R BL NACIMIENTO DAM NR BRADLEY CA Full Range Streamflow Station Discharge, Measurement	QCONT QMEAS	1 1	1 1		\$27,880 \$2,800	
				<b>SW Total:</b>			<b>\$30,680</b>
11149900	SAN ANTONIO R NR LOCKWOOD CA Full Range Streamflow Station	QCONT	1	1	\$7,340	\$19,370	
				<b>SW Total:</b>			<b>\$26,710</b>
11150100	SAN ANTONIO RES NR BRADLEY CA Storage, Continuous	STORCONT	1	1		\$9,750	
				<b>SW Total:</b>			<b>\$9,750</b>
11151700	SALINAS R A SOLEDAD CA Full Range Streamflow Station	QCONT	1	1	\$7,340	\$19,370	
				<b>SW Total:</b>			<b>\$26,710</b>
11151870	ARROYO SECO NR GREENFIELD CA Discharge, Measurement	QMEAS	1	1		\$16,750	
				<b>SW Total:</b>			<b>\$16,750</b>
11152050	ARROYO SECO BL RELIZ C NR SOLEDAD CA Full Range Streamflow Station	QCONT	1	1	\$7,340	\$19,370	
				<b>SW Total:</b>			<b>\$26,710</b>
11152300	SALINAS R NR CHUALAR CA Full Range Streamflow Station	QCONT	1	1	\$7,340	\$19,370	
				<b>SW Total:</b>			<b>\$26,710</b>
11152650	RECLAMATION DITCH NR SALINAS CA Partial range streamflow O&M	QPART	1	1		\$16,730	
				<b>SW Total:</b>			<b>\$16,730</b>
New	Discharge, Measurement	QMEAS	1	1		\$1,120	
				<b>SW Total:</b>			<b>\$1,120</b>
				<b>SW Grand Total:</b>	<b>\$55,050</b>	<b>\$230,060</b>	<b>\$285,110</b>

SUMMARY FOR

TYPE	USGS FUNDS	CUST. CASH	OTHER FUNDS	TOTAL COST
SURFACE WATER (SW)	\$55,050	\$230,060		\$285,110
GRAND TOTAL				\$285,110

**UNITED STATES DEPARTMENT OF THE INTERIOR  
 U.S. GEOLOGICAL SURVEY  
 AMENDMENT OF JOINT FUNDING AGREEMENT  
 FOR  
 WATER RESOURCES INVESTIGATIONS  
 Amendment Number \_01**

**Agreement #: 25ZGJFA03000020  
 Customer #: 600000803  
 Project #: ZG00GZV  
 TIN #: 94-6000524  
 Fixed Cost Agreement: Yes**

This amendment \_01 is for Joint Funding Agreement 25ZGJFA03000020.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for **California Water Science Center Water Resources Investigations**, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.

2. Paragraph 2b of the agreement is hereby \_X\_ Increased by \$19,030 and modified to read as follows:

(b) \$249,090.00 by the party of the first second part during the period  
**October 1, 2024 to September 30, 2025**

Billing for this agreement will be rendered **Quarterly**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

UNITED STATES  
 DEPARTMENT OF THE INTERIOR  
 U.S. GEOLOGICAL SURVEY

MONTEREY COUNTY  
 WATER RESOURCES AGENCY

By: ANKE MUELLER-  
 SOLGER Digitally signed by ANKE  
 MUELLER-SOLGER  
 Date: 2025.03.26  
 13:57:57 -07'00'  
 \_\_\_\_\_  
 (Signature)  
Anke Mueller-Solger  
 \_\_\_\_\_  
 (Name)  
Director, CA Water Science Center  
 \_\_\_\_\_  
 (Title)

By: \_\_\_\_\_  
 \_\_\_\_\_  
 (Signature)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Name)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Title)  
 Date \_\_\_\_\_

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

**United States Department of the Interior  
U.S Geological Survey  
Amendment No. 1 of Joint Funding Agreement  
FOR  
Water Resources Investigation  
Agreement # 25ZGJFA03000020**

\* \* \* \* \*

Approved as to form:

Approved as to fiscal provisions:

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

\_\_\_\_\_  
CAO Analyst

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

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

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

\_\_\_\_\_  
Auditor-Controller

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

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

FY 2025

**USGS Cooperative Water Program**

Agreement Period Oct 1, 2024 - Sept 30, 2025  
 Agreement # 25ZGJFA03000020

**Monterey County Water Resources Agency**

Mr. Peter Kwiek  
 Associate Hydrologist  
 Monterey County Water Resources Agency  
 Post Office Box 930  
 Salinas, California 93902

3/21/2025

**USGS Contact:**

Anthony Guerriero  
 2885 Mission Street  
 Santa Cruz CA 95060  
 (831) 460-7494  
 aguerrie@usgs.gov

**Program Total = \$304,140**  
**USGS Cooperative Matching Funds = \$55,050**  
**Cooperator Total = \$249,090**

Type	Station Number	Station Name	Activity	Activity Cost	USGS Funds	Cooperator Funds
SW	11143000	Big Sur R nr Big Sur CA	Streamflow, continuous (CMF)	\$ 26,710	\$ 7,340	\$ 19,370
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SW	11150100	San Antonio Res nr Bradley CA	Water Level/Reservoir, continuous	\$ 9,750	\$ -	\$ 9,750
SW	NEW	Measurements Annual Salinas River Survey (Two Measurements)	Discharge measurement	\$ 1,120	\$ -	\$ 1,120
SW	NEW	Salinas R at King City CA (June - September)	Streamflow, Partial Range	\$ 5,530	\$ -	\$ 5,530
SW	NEW	Salinas R at King City CA	Construction - Gage Installation	\$13,500	\$ -	\$ 13,500

**Summary of Monitoring Conducted in Cooperation with Other Agencies**

SW	11147500	Salinas R a Paso Robles CA	Streamflow, continuous (CMF)	San Luis Obispo County
SW	11150500	Salinas R a Bradley CA	Streamflow, continuous	California Department of Water Resources
SW	11151300	San Lorenzo C bl Bitterwater C nr King City CA	Streamflow, continuous	USGS Federal Priority Streamgauge
SW	11152000	Arroyo Seco nr Soledad CA	Streamflow, continuous	USGS Federal Priority Streamgauge
SW	11152500	Salinas R a Spreckles CA	Streamflow, continuous	California Department of Water Resources
SW	11159000	Pajaro R a Chittenden CA	Streamflow, continuous	USGS Federal Priority Streamgauge



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

BOARD ORDER No. \_

**APPROVE AMENDMENT NO. 1 TO THE JOINT FUNDING AGREEMENT WITH UNITED STATES DEPARTMENT OF THE INTERIOR: UNITED STATES GEOLOGICAL SURVEY TO INCREASE THE DOLLAR AMOUNT BY \$19,030 FOR A NEW CONTRACT TOTAL NOT TO EXCEED \$249,090 TO ACCOMMODATE INSTALLATION OF A STREAM GAGE ON THE SALINAS RIVER AT KING CITY AND OPERATION AND MAINTENANCE OF SAID GAGE FOR THE REMAINDER OF THE CONTRACT TERM; AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE AMENDMENT NO. 1.**

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

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

PASSED AND ADOPTED on this **16th** day of **June 2025**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

---

BY: Mike LeBarre, Chair  
Board of Directors

---

ATTEST: Ara Azhderian  
General Manager



# County of Monterey

## Item No.8

### Board Report

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

Legistar File Number: WRAG 25-097

June 16, 2025

**Introduced:** 6/10/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

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

#### RECOMMENDATION:

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

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

#### SUMMARY/DISCUSSION:

The Association of California Water Agencies (ACWA) is governed by 10 regions throughout the State. Each region is governed by a regional board. The Agency is in Region 5, which stretches from Contra Costa County in the north to Santa Barbara County to the south - map attached. The current Region 5 Board does not have a representative from the Salinas Valley - roster attached. ACWA has established regional nominating committees to develop a recommended slate to be voted upon during the 2025 election process. In April, the nominating committees issued a call for candidates interested in serving on the 10 region boards. The deadline for application is June 20, 2025, and the election will occur between July 21st and September 19th.

On June 6th, the Personnel & Administration committee requested the General Manager distribute information to the Board of Directors regarding this opportunity and to solicit interest from either within the Agency's Board or from without, e.g. a member of Farm Bureau, as a representative of the Agency. The narrow timeframe between the Directors' meeting on the 16th and the deadline to apply on the 20th led staff to include the sample resolution for consideration, in substantial form, to allow for the timely submission of a candidate, if one should step forward, without the need to schedule a special meeting. The Personnel and Administration committee also recommended the General Manager act as the Agency's voting representative.

#### OTHER AGENCY INVOLVEMENT:

Association of California Water Agencies. (ACWA)

#### FINANCING:

Association of California Water Agencies (ACWA) membership is financed by the fund balance in Fund 111. The estimated membership due for Calendar Year 2026 is \$31,000 and is included in the FY2025-26 Revised Recommended Budget.

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

Attachments:

1. ACWA Call for Candidate Nominations Memo
2. ACWA Elections 25 Authorized Rep. Form
3. Resolution



# County of Monterey

## Item No.8

### Board Report

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

Legistar File Number: WRAG 25-097

June 16, 2025

**Introduced:** 6/10/2025

**Current Status:** Agenda Ready

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

Attachments:

1. ACWA Call for Candidate Nominations Memo
2. ACWA Elections 25 Authorized Rep. Form
3. Resolution

**TO:** ACWA Agency Presidents and General Managers  
(sent via email)

**CC:** ACWA Board of Directors

**FROM:** ACWA Election Committee

**DATE:** April 30, 2025

**SUBJECT:** Call for Candidates for ACWA President/Vice President for the 2026-'27 Term

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ACWA recently distributed an Advisory announcing the Call for Candidates for President and Vice President for the 2026-'27 term. The Advisory also announced that each of ACWA's region nominating committees have issued a similar call for candidates interested in serving on the 10 region boards.

ACWA's Bylaws and Board policies (Article 9, Section 9.10, and Board Policy 2.3.3.1) establish the eligibility criteria candidates must meet to serve as President or Vice President. Candidates must meet the following eligibility criteria to qualify:

- At the time of their election, the President and Vice President will each be an elected or appointed member of the governing body or commission of a member agency of the Association.
- An official nominating resolution from the Association member agency on whose board the nominee serves will accompany all nominations for the position of President and Vice President. An authorized signatory of the member agency's Board of Directors will sign said resolution. A sample resolution is available [online](#).
- Each nomination will include a statement of qualifications or resume highlighting the candidate's qualifications for the position, such as active involvement in ACWA task forces, region boards, committees, or the like. Candidates must also submit an abbreviated statement (maximum of 300 words) that can be included with the official ballot. A headshot photo is recommended but not required.

## Election Process

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This year, the election process for President, Vice President, and region board members is now combined. Voting for both sets of candidates will be done electronically by each member agency's designated voter on a single ballot. Agencies can designate their voting representative by visiting

[www.acwa.com/elections](http://www.acwa.com/elections) and submitting the [Authorized Representative and Information Form](#) by the June 20 deadline.

- An 11-member Election Committee has been appointed to facilitate the election of the President and Vice President. The committee will confirm that candidates' eligibility criteria have been met and endorse preferred candidates for each position.
- The Election Committee will present an open ballot on July 21 that lists all qualified candidates, including the committee's preferred candidates. All candidates will also be listed on the ACWA website and invited to participate in a town hall style webinar in which members can ask the candidates questions.
- Members of ACWA will elect the President, Vice President, and their respective region board by voting electronically July 21 – September 19. **There will be no voting during the fall conference.**
- Ballots will be emailed by a third-party vendor called Simply Voting. This web-based online voting system provides quick and verified results while keeping individual votes confidential.
- Each member agency may cast one vote and must designate their one [voting representative](#) by June 20. If an agency does not designate a representative to vote by the deadline, the agency's General Manager will be the authorized voter by default.

## Important Dates

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- Deadline to receive Authorized Voting Representative Form: **Friday, June 20**
- Deadline to receive candidate nominations: **Friday, June 20**
- Tentative date for candidate interviews: **Friday, July 1**
- Election Begins: **Monday, July 21**
- Election Ends: **Friday, September 19**

In addition to being accepted via email to [donnap@acwa.com](mailto:donnap@acwa.com), nomination items may also be submitted via mail to the below address.

Bruce Rupp, Election Committee Chair  
c/o Donna Pangborn, ACWA  
980 9<sup>th</sup> Street, Suite 1000  
Sacramento, CA 95814

Please be aware that candidates may contact general managers and board presidents to solicit their respective member agency's support. A sample resolution of support is available [online](#).

We appreciate your interest and participation in this process to find the best qualified individuals to serve in representing ACWA's statewide membership. Should you have any questions regarding this process, please contact ACWA Senior Clerk of the Board Donna Pangborn at 916-669-2425 or [donnap@acwa.com](mailto:donnap@acwa.com).

ACWA has launched the election process for the 2026-'27 term for President, Vice President, and region board members. This year, the election for both officers and region boards is combined.

**Key Details:**

- **Electronic Voting:** Voting for both sets of candidates will be done electronically by each member agency's designated voter on a single ballot.
- **Designate Your Voter:** Each agency must **designate one voting representative by June 20**. To designate your agency's voter, please submit the Authorized Voting Representative Form by the June deadline.
- **Default Voter:** If no representative is designated by the deadline, your agency's General Manager will be the authorized voter by default.
- **Ballot Distribution:** Authorized voters will receive an electronic ballot on July 21.

For more information about ACWA's elections, visit: [www.acwa.com/elections](http://www.acwa.com/elections).

**The person designated below will cast our agency's vote for the election of ACWA's President and Vice President and Region Board for the 2026-'27 term in the upcoming election.**

Member Agency's Name		Agency's Phone No.
Authorized Voting Representative's Name	Authorized Voting Representative's Email	Authorized Voting Representative's Phone No.

Print Name of Member Agency's Authorized Signatory

X

Authorized Signatory Signature

Date

**SUBMIT YOUR FORM**

**To:** Donna Pangborn, Senior Clerk of the Board  
**Email:** [donna@acwa.com](mailto:donna@acwa.com)  
**Mail:** 980 9th Street, Suite 1000, Sacramento, CA 95814

**SUBMISSION**  
**DEADLINE**

**JUNE 20, 2025**



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

**RESOLUTION No. 25-00**

**ADOPT A RESOLUTION TO NOMINATE AN AGENCY REPRESENTATIVE  
TO SERVE ON THE ASSOCIATION OF CALIFORNIA WATER AGENCIES  
(ACWA) REGION 5 BOARD OF DIRECTORS. )**

**WHEREAS**, the Monterey County Water Resources Agency adopts a resolution to nominate an Agency representative to serve on the Association of California Water Agencies (ACWA) Region 5 Board of Directors.

**WHEREAS** the Monterey County Water Resources Agency does encourage and support the participation of its members in the affairs of the Association of California Water Agencies (ACWA).

(ii) (Nominee Title), (Nominee Name) is currently serving as (Position) for ACWA Region \_\_\_\_ and/or

(iii) (Nominee Name) has indicated a desire to serve as a (Position) of ACWA Region \_\_\_\_.

**NOW THEREFORE, BE IT RESOLVED**, that the Monterey County Water Resources Agency hereby .

(i) Does place its full and unreserved support in the nomination of (Nominee Name) for the (Position) of ACWA Region \_\_\_\_.

(ii) Does hereby determine that the expenses attendant with the service of (Nominee Name) in ACWA Region \_\_\_\_ shall be borne by the (District Name).

This Resolution shall take effect upon approval by the Monterey County Water Resources Agency Board of Directors.

**PASSED AND ADOPTED** this **16th** day of **June 2025**, at a regular meeting of the Monterey County Water Resources Agency Board of Directors by the following vote:

AYES:

NOES:

ABSENT:

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

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



# County of Monterey

## Item No.9

### Board Report

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

Legistar File Number: WRAG 25-100

June 16, 2025

**Introduced:** 6/10/2025

**Version:** 1

**Current Status:** Agenda Ready

**Matter Type:** WR General Agenda

June, July and August 2025 Calendars.

# June 2025

June 2025						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July 2025						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jun 1	2	3	4 8:30am Basin Management Advisory 10:00am Planning Committee-2025 ( <a href="https://montereycty.z">https://montereycty.z</a> )	5	6 8:30am Finance Committee-2025 ( <a href="https://montereycty.z">https://montereycty.z</a> ) 10:00am Personnel & Administration Committee-2025	7
8	9	10	11	12	13 BOD Presentation (PPT) Due - Gonzales, Eva 11:00am RESCHEDULED - Special Board of Directors Meeting (1441 Schilling Pl;	14
15	16 Board of Directors Meeting - 930-Board of Directors 12:00pm Board of Directors Meeting-2025	17	18	19	20	21
22	23 1:00pm Joint Water Resources/Board of Supervisors Leadership Committee - 2025 ( <a href="https://montereycty.z">https://montereycty.z</a> )	24	25	26 8:30am All Hands Meeting ( <a href="https://montereycty.z">https://montereycty.z</a> ) 1:30pm Reservoir Operations Advisory Committee - 2024	27	28
29	30	Jul 1	2	3	4	5

# July 2025

July 2025							August 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5						1	2
6	7	8	9	10	11	12	3	4	5	6	7	8	9
13	14	15	16	17	18	19	10	11	12	13	14	15	16
20	21	22	23	24	25	26	17	18	19	20	21	22	23
27	28	29	30	31			24	25	26	27	28	29	30
							31						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jun 29	30	Jul 1	2 8:30am Basin Management 8:30am Basin Management 10:00am Planning Committee-2025	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17 8:30am All Hands Meeting 8:30am Canceled: All Hands Meeting 10:30am Joint Water Resources/Board of	18 BOD Presentation (PPT) Due - Gonzales, Eva	19
20	21 Board of Directors Meeting - 930-Board of Directors 12:00pm Board of Directors Meeting-2025	22	23	24	25	26
27	28	29	30	31 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> )	Aug 1	2

# August 2025

August 2025							September 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2		1	2	3	4	5	6
3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28	29	30				
31													

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jul 27	28	29	30	31	<b>Aug 1</b> 8:30am Finance Committee-2025 10:00am Personnel & Administration	2
3	4	5	8:30am Basin Management 8:30am Basin 10:00am Planning	7	8	9
10	11	12	13	14	15 BOD Presentation (PPT) Due - Gonzales, Eva	16
17	Board of Directors Meeting - 930-Board 12:00pm Board of Directors	19	20	21 8:30am All Hands Meeting 8:30am Canceled: All Hands Meeting	22	23
24	25	26	27	28 1:30pm Reservoir Operations Advisory Committee - 2024 ( <a href="https://montereycty.z">https://montereycty.z</a> )	29	30
31	Sep 1	2	3	4	5	6



# County of Monterey

**Item No.10**

## Board Report

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

**Legistar File Number: WRAG 25-101**

**June 16, 2025**

**Introduced:** 6/10/2025

**Version:** 1

**Current Status:** Agenda Ready

**Matter Type:** WR General Agenda

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

**Personnel:**

The Agency has been working on 3 positions: 1) recruitment for the Maintenance Manager successfully resulted in the hiring of Rob McKay. Rob comes to us from the County of Monterey Public Works department and with great experience in managing maintenance projects. Rob began his work with the Agency on June 2<sup>nd</sup> and has jumped in with both feet, meeting our south and north maintenance crews and familiarizing himself with the wide array of facilities and activities for which the Agency is responsible; 2) recruitment for a Water Resources Engineer closed on June 9<sup>th</sup> and applications are currently under review; and 3) the Agency received 20 applications for an internship opportunity this summer in the hydrology section and there were many strong candidates; however, due to the uncertainty about implementation of the Groundwater Monitoring Program, the Agency is holding off on a final decision.

**Groundwater Monitoring Program Regulatory Fees:**

On June 3<sup>rd</sup>, Agency staff, with support from the Salinas Valley Basin Groundwater Sustainability Agency, presented the proposed FY2026 GMP Regulatory Fees for consideration by the Agency's Board of Supervisors. After significant discussion, the Supervisors elected to carry the matter forward until July 8<sup>th</sup> to allow staff time to address questions raised during the meeting. Key questions included: can "de minimis" well owners be excluded from the monitoring program? Can the Agency charge more to non-de minimis well owners so as to subsidize de minimis well owners? Could an alternative cost allocation method be developed that shifts costs away from de minimis users? Can an alternative funding source be used to subsidize de minimis users? The key concern of the Supervisors was the potential financial impact to rural, low-income residents dependent upon domestic or small water system wells. Staff, along with the SVBGSA, are working to address these questions and develop alternatives for consideration at the July 8<sup>th</sup> meeting.

**Dam Safety & Operations Future Funding Strategy:**

Over the past couple of years, the Agency has been doing a lot of work to set the stage for further discussion about funding strategies for future dam safety projects and operations. In recent months, the Agency has presented an updated Historical Benefits Analysis, which includes hydrologic and economic analyses, and a DRAFT Engineer's Report for the Interlake Tunnel Project that contemplates three potential cost allocation methods. In addition, the Agency has developed a Long-Range Financial Plan model to help illustrate the potential effects of future funding decisions over time. Last, but not least, in April the United State Geological Survey made publicly available the entirety of the Salinas Valley Integrated Hydrologic Model (SVIHM) and Salinas Valley Operational Model (SVOM), including the model files, supporting data, and associated Scientific Investigation Reports. These models, developed in concert with the Agency and Salinas Valley Basin GSA, have been used to support the Interlake Tunnel Project development, the HBA update, and have also been used by the County of Monterey and SVBGSA as part of their planning efforts. With the availability of this extensive new information and tools, the Agency is planning to hold a stakeholder workshop on July 9<sup>th</sup> to review current financial status, near-term grant funded project plans, the HBA update and DRAFT ITP Engineer's Report, and potential funding strategies to support future needs. The aim of the workshop is to solicit feedback from stakeholders regarding this new information and tools and to initiate a discussion to help identify a path forward to modernize the Agency's future cost allocation and recovery methods.

**Nacimiento Emergency Action Plan Functional Exercise:**

On Thursday May 22<sup>nd</sup>, the Agency and County of Monterey Department of Emergency Management performed the 2025 Nacimiento Functional Exercise. This event was designed to evaluate the emergency communication and response capabilities of local, state, and federal agencies responsible for public safety, in response to a simulated catastrophic event at Nacimiento Dam.

There were over 113 exercise participants, 89 players, 24 support staff (controllers, evaluators, administrative, runners, etc.), and 4 observers. Multiple outside agencies participated in the exercise. Some of the outside agencies participating included CalFire, the National Weather Service, the California Highway Patrol, the County of San Luis Obispo Office of Emergency Services, the U.S. Army – Fort Hunter Liggett, Cal Trans, and the American Red Cross. Staff were also present from the Department of Water Resources Division of Safety of Dams and the Federal Energy Regulatory Commission. DSOD and FERC were impressed by the level of engagement from County staff and outside agencies during the exercise.

An Exercise Report is being drafted for submittal to FERC within 60 days of completion of the exercise. Player surveys, post exercise ‘hot wash’ notes, and evaluator comments will be used to write the report and identify opportunities for improvement to the Nacimiento Emergency Action Plan and for future staff training, EOC operations, and/or emergency response.

**Monterey One Water Reconciliation Process:**

The Agency and M1W have completed revisions of the financial sections of the 2015 Amended and Restated Water Recycling Agreement. Formal review and approval of the revised draft was delayed to allow for resolution of the final outstanding issues and legal review. A comparison of the May 19<sup>th</sup> working version and the current final draft is attached. The current schedule for consideration follows:

- June 30<sup>th</sup> M1W Board of Directors
- July 8<sup>th</sup> WRA Board of Supervisors

**Regulatory/Legislative Activities:**

The Agency, in cooperation with the County’s advocacy team, remains engaged with ACWA and the Family Farm Alliance on various state and federal legislative and regulatory issues. Following are some key highlights.

In consultation with the Chair of the Personnel & Administration Committee, and Chair of the Board of Directors, the Agency joined two coalitions during the last month. The first was a Family Farm Alliance led group of 41 western agricultural and irrigation entities, including the California Farm Bureau and the Western Growers Association, that submitted comments – attached – regarding the U.S. Fish and Wildlife Service’s and National Oceanic and Atmospheric Administration’s (“the Services”) proposed rule rescinding the regulatory definition of “harm” in current Endangered Species Act (ESA) Code of Federal Regulations. In short, the letter recommends that when administering sections 9, 10 and 7(b)(4) the ESA, the Services be required to clearly identify actual harm to species where they are found and make clear that “harm” requires a showing of objectively

discernible, negative physical impact to one or more identified members of a species. The letter also notes the proposed rule would bring improved consistency and certainty to ESA consultations, and better application of scarce resources, including reduced litigation, that will more effectively protect and restore species while also protecting people.

The second was an ACWA led coalition opposing AB 1146 (Papan). AB 1146 proposed to give the State Water Resources Control Board new, unprecedented, regulatory enforcement authority over dam operators to enforce, absent a hearing or due process, a new, vague, regulatory requirement for dam operations. Among the concerns expressed was the need better define the new regulatory requirement, the need to establish a neutral arbitrator in enforcement actions, and the need to establish clear enforcement standards to provide water managers reasonable certainty about their decision making. Since the call to action, the coalition, including the California Chamber of Commerce, has worked with the author to strike or amend the concerning language.

Also during the last month, we learned that Senator Padilla has selected the Nacimiento and San Antonio Dams and Reservoirs Safety Project as one of his projects to advance to the Senate Appropriations Committee for further consideration under the FY26 the Transportation, Housing and Urban Development, and Related Agencies (THUD) Appropriations Bill at the Agency's full requested amount of \$6 million. While the process is far from over, this is a critical first step. Attached is a letter to Senator Padilla expressing the Agency's appreciation for his selection.

On the regulatory front, in May, the Supreme Court of the United States issued a unanimous ruling narrowing the scope of the National Environmental Policy Act (NEPA) reviews for major infrastructure projects. The Court held an agency does not need to consider every possible environmental consequence of a proposed federal action, and that agencies only need to analyze environmental impacts for which their decision would impact. Here, the Court provided some agency deference (distinguishing this from the overturn of the Chevron doctrine) stating that "courts should defer to agencies' decisions about where to draw the line on issues including indirect environmental effects."

Lastly, also in May, the Trump administration released a supplement to the initial "skinny budget" providing more detail about the administration's funding requests and priorities. As expected, we see potential improvements in the regulatory environmental and likely flagging financial support in many areas of interest to the Agency.

On the regulatory side, examples of potential improvements include provisions that allow a project sponsor subject to NEPA to pay a fee equal to 125 percent of the anticipated costs of expected agency activities to prepare an environmental impact statement (EIS) or environmental assessment (EA). If the project sponsor pays the fee, they will receive a federal decision on their EIS in 1 year or their EA in six months and, importantly, the EIS or EA would not be subject to judicial review under NEPA. There is also a proposal to restructure and transfer the National Marine Fisheries Service responsibilities for endangered species and marine mammal protection to the Department Of Interior's Fish and Wildlife Service. This transfer of authorities in the President's budget is similar to H.R. 1894 (The FISH Act), legislation that is supported by ACWA and many other western water and agricultural entities.

On the financial side, the President's budget proposed to reduce non-military spending by approximately 23 percent. These cuts are spread across different federal agencies at various levels. Of concern to the Agency are proposals to:

- U.S. Bureau of Reclamation – proposed elimination of the WaterSmart programs, Water Infrastructure Improvements for the Nation (WIIN) Act Storage Funding, and the Water Conservation Field Services Program.
- Environmental Protection Agency – proposed cuts to the Clean Water and Drinking Water State Revolving Loan Funds (SRF) and significant funding reductions to the WIFIA loan program, which can fund a variety of water and wastewater projects.
- Army Corps of Engineers – proposed elimination of the recently developed Army Corps WIFIA equivalent, which is aimed at providing WIFIA like loans for dam projects.
- Department of Agriculture – A proposed reduction to the Natural Resource Conservation Service (NRCS) for conservation measures including farm irrigation, land drainage, water management, and pollutant control programs, like PL 566, which the Agency has been exploring as a potential funding mechanism for the Interlake Tunnel Project.

**AMENDMENT NO. 4 TO THE AMENDED AND RESTATED WATER RECYCLING AGREEMENT**

**AMENDMENT NO. 4  
TO THE AMENDED AND RESTATED WATER RECYCLING AGREEMENT  
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND  
MONTEREY ONE WATER**

**THIS AMENDMENT NO. 4** to the Amended and Restated Water Recycling Agreement, dated November 3, 2015 between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, "WRA") and Monterey One Water, previously referred to Monterey Regional Water Pollution Control Agency (hereinafter, "M1W") is hereby entered into between WRA and M1W (collectively, WRA and M1W are referred to as the "Parties") as of May \_\_, 2025 ("Effective Date").

**RECITALS**

**WHEREAS**, on November 3, 2015, WRA and M1W entered into the Amended and Restated Water Recycling Agreement, dated November 3, 2015 (hereinafter, "Agreement") related to the ongoing coordination of and accounting for the operations and maintenance of the Salinas Valley Reclamation Project ("SVRP"), the Castroville Seawater Intrusion Project ("CSIP"), the Salinas River Diversion Facility ("SRDF") and implementing certain portions of the Pure Water Monterey project.

**WHEREAS**, the Parties entered into Amendment No. 1 to the Agreement on August 26, 2019, Amendment No. 2 to the Agreement on July 14, 2020, and Amendment No. 3 to the Agreement on July 16, 2021

**WHEREAS**, the Parties now wish to amend Article VII, Sections 7.01-7.11, and Article VIII, Sections 8.01-8.06, of the Agreement to reflect updated budget and accounting procedures mutually negotiated and agreed to by the Parties.

**NOW, THEREFORE**, the Parties agree to amend Article VII, Sections 7.01-7.11, and Article VIII, Sections 8.01-8.06, of the Agreement as follows:

**1. AMENDMENTS TO ARTICLE VII.** The following provisions shall amend and replace in their entirety the existing terms set forth in Article VII, Sections 7.01-7.11, of the Agreement:

**VII. PAYMENTS BY WRA TO M1W**

**7.01. Considerations.**

**1. ACCOUNTING**

As consideration for the services performed by M1W under this Agreement, the WRA shall make payments to M1W pursuant to this Agreement.

WRA's CSIP, SVRP, and SRDF programs ("WRA Programs"), pertinent to this Agreement, are

## AMENDMENT NO. 4 TO THE AMENDED AND RESTATED WATER RECYCLING AGREEMENT

funded by distinct benefit assessments, fees, and other revenue sources. Therefore, M1W will establish a separate fund for each WRA Program. Each WRA Program's financials, including budgets, expenses, and revenues, shall be maintained separately, and monies cannot be transferred between the individual funds established for each WRA Program, without written authorization to do so from WRA. If WRA initiates a new program that is operated by M1W, WRA will then inform M1W as to how funds for the new WRA Program shall be maintained.

A separate fund is defined as a self-balancing group of accounts that records a pool of money and its related financial resources, liabilities, and balances. It is used to classify revenue, track expenses, and segregate resources for specific activities and can be specific to one department of M1W or shared by many departments. Each fund established for the WRA programs shall have its own liability account and interest-bearing account.

### 2. PAYMENTS

WRA shall be responsible for paying M1W for costs incurred in connection with the WRA programs. The total annual amount paid by WRA to M1W shall not exceed the WRA approved annual budgets of each WRA Program. WRA shall not reimburse M1W for expenses exceeding the WRA approved annual budget of for each WRA Program, unless approved through the WRA budget amendment process.

### **7.02. Annual M1W WRA Program Budgets.**

WRA and M1W will collaborate to establish annual budgets for each WRA Program operated by M1W in advance of the operating year for which the budgets are proposed. WRA retains discretion to plan, implement, and manage additional activities, outside of the M1W budgeted activities, in coordination with M1W. Three budgets will be prepared for each WRA Program: one for operations and maintenance, one for capital outlay (CapO) and one for capital improvement projects (CapI). The final annual budgets must be adopted by the M1W Board of Directors and the WRA Board of Supervisors after a recommendation from the WRA Board of Directors. The final annual budgets must, adhere to the terms of this Agreement.

#### 1. OPERATIONS AND MAINTENANCE (O&M) BUDGETS

The O&M budget for each WRA Program is to include operations and maintenance. For purposes of this Agreement, examples of operations include the cost of labor and consumables such as electricity, chemicals, and other tools and materials necessary to operate the WRA Programs. Maintenance examples include the labor, including contract, and materials to perform activities that are routine, involve functional checks and servicing, and are necessary to ensure smooth, reliable operation, and the longevity, of WRA Programs. M1W will apply a percentage of indirect costs upon O&M, as described in Section 7.02.5. See Exhibit B, as amended, for detailed descriptions of O&M activities related to the WRA Programs.

- a. In preparing the O&M budgets, the source water demand schedule approved by WRA's General Manager will be provided to M1W by December 1<sup>st</sup> of each year.
- b. M1W shall provide detailed supporting documents for the proposed O&M budgets, including all the items below:

## AMENDMENT NO. 4 TO THE AMENDED AND RESTATED WATER RECYCLING AGREEMENT

- i. Details for salaries and benefits
- ii. Budgeted full time equivalent and employee details
- iii. Estimates for services and supplies
- iv. **Indirect Charges:** The Indirect Charge Amount shall be calculated in accordance with the cost structure below:
  - The proposed indirect charges for Fiscal Year 2024–2025 shall be as follows: Not to exceed 14.5% of the O&M budget. The actual indirect charges shall be 14.5% of actual O&M expenditures, reconciled at the fiscal year end.
  - The proposed indirect charges for Fiscal Year 2025–2026 shall be as follows: Not to exceed 14.5% of the O&M budget. The actual indirect charges shall be 14.5% of actual O&M expenditures, reconciled at the fiscal year end.
  - M1W proposes to develop a cost allocation plan to determine a new, potential indirect cost allocation method that could be applied uniformly across all of its partner agencies: Marina Coast Water District, Monterey Peninsula Water Management District and WRA. The cost allocation plan may consider including the finance department as a direct charge and other approaches to direct versus indirect charges. Payment for the development of the cost allocation plan may be split between all participating parties;
  - WRA and M1W agree to meet prior to the Fiscal Year 2026-2027 budget preparation process to determine a future indirect cost allocation method, by September 30, 2025, unless extended by mutual agreement.
- v. Any additional costs associated with the use of New Source Waters, will be calculated based on the demand schedule and M1W's Interruptible Rate; and will be included as a separate line item in the SVRP, CSIP, or SRDF O&M budgets.
- c. The proposed O&M budgets shall include one (1) year forecasts of each WRA program with an understanding the second year is for projection only.

### 2. CAPITAL OUTLAY (CAPO) BUDGETS

For purposes of this Agreement, CapO for each WRA program shall refer to the labor, including contract, and materials to perform extraordinary maintenance, including equipment purchases, necessary to perform planned repairs and/or replacements, and which, under M1W's Purchasing Policy, requires a competitive bid process, including informal bids and proposals,. CapO projects are performed under the direction of the M1W Assistant General Manager.

- a. M1W and WRA will work together to determine the list of CapO and CapI projects to be performed by M1W in each fiscal year.
- b. Budgets for CapO and CapI projects will include the proposed project scope, estimated cost, and work schedule broken down by quarter, including:

## AMENDMENT NO. 4 TO THE AMENDED AND RESTATED WATER RECYCLING AGREEMENT

- i. Proposed M1W salaries and benefits;
    - ii. Estimated contract labor costs;
    - iii. Material cost estimates;
  - c. Budgets will be prepared and presented in a sharable, spreadsheet format;
  - d. The proposed CapO budgets shall include two (2) year forecasts of each WRA Program with an understanding the second year is for projection only.
3. CAPITAL IMPROVEMENT (CAPI) BUDGETS

For purposes of this Agreement, CapI projects for each WRA Program shall refer to the labor, including contract, and materials necessary to modify and improve existing infrastructure, create new infrastructure, or make some other change to public land, property, or equipment, and which, under M1W's Purchasing Policy, requires a formal, competitive bid process. CapI projects are performed at the direction of the M1W Director of Engineering.

  - a. M1W and WRA will work together to determine the list of CapO and CapI projects to be performed by M1W in each fiscal year.
  - b. Budgets for CapO and CapI projects will include the proposed project scope, estimated cost, and work schedule broken down by quarter, including:
    - i. Proposed M1W salaries and benefits;
    - ii. Estimated contract labor costs;
    - iii. Material cost estimates;
  - c. Budgets will be prepared and presented in a sharable, spreadsheet format;
  - d. The proposed CapI budgets shall include two (2) year forecasts of each WRA Program with an understanding the second year is for projection only.
4. SCHEDULE FOR BUDGET DEVELOPMENT
  - a. By January 15th of each year, M1W will provide WRA with written, preliminary, proposed O&M, CapO and CapI budgets for each WRA program.
  - b. Following receipt of the proposed budgets, the Parties will meet to review the proposed O&M budgets and discuss the proposed CapO and CapI budgets.
  - c. By January 31 of each year, M1W will provide WRA with final proposed O&M budgets for each WRA Program.
  - d. WRA will notify M1W of the budget recommended by the WRA Board of Directors, no later than May 5th of each year.
  - e. WRA will notify M1W of the final budget adopted by the WRA Board of Supervisors, no later than June 30th of each year.

### **7.03. Payment Procedures and Schedule.**

M1W shall invoice WRA for all requested payments. WRA shall approve invoices for compliance with this Agreement and within seven business days submit such claim to the County of Monterey Auditor-Controller, who shall pay the approved amount within 30 days after receiving the approved invoice from WRA. Any invoices that are not in compliance with this Agreement will need to be corrected by M1W in a timely manner and may extend the review period for WRA.

## AMENDMENT NO. 4 TO THE AMENDED AND RESTATED WATER RECYCLING AGREEMENT

M1W will submit invoices via email to [WRAAccountsPayable@countyofmonterey.gov](mailto:WRAAccountsPayable@countyofmonterey.gov) and to WRA's Finance Manager.

M1W will place unused funds received from WRA in an interest-bearing account. All interest earned on WRA accounts will be applied for WRA's benefit, on a quarterly basis. Year-end reconciliation statements will accurately reflect any interest earned on WRA accounts.

### 1. PAYMENTS FOR O&M BUDGETS

WRA will issue payments to M1W in advance, for the adopted annual O&M budgets for each WRA Program, in accordance with the following bi-annual payment process and schedule.

- a. M1W will submit an invoice to WRA for the first installment payment for 50% of the adopted O&M budgets no later than July 5<sup>th</sup> of each fiscal year, with a due date at least thirty (30) days from issuance. The invoice shall specify the amount due and the payment due date.
- b. M1W shall submit an invoice for the second installment payment for the remaining 50% of the adopted O&M budgets no later than January 5<sup>th</sup> of each fiscal year, with a due date at least thirty (30) days from issuance.
- c. WRA shall promptly review all requests for payments and shall approve for payment from the County Auditor such requests or portion thereof that are in conformity with this Agreement.
- d. WRA shall promptly notify M1W of any disputed payment request. Disputes over payments shall be resolved as provided in Article XIII of this Agreement.

### 2. PAYMENTS FOR CAPO AND CAPI BUDGETS

- a. Under M1W's Purchasing Policy, specifications will be developed and used for the purpose of soliciting quotations from prospective vendors for goods and/or services necessary to perform the planned CapO and CapI project(s);
- b. CapO and CapI project solicitations will be developed in quarterly timeframes;
- c. Prior to issuance of a solicitation for quotes, M1W will meet with WRA to review and agree upon the solicitation package(s);
- d. When the nature of an acquisition of goods and/or services is impractical to the preparation of a solicitation package, M1W will meet with WRA to discuss and agree upon the proposed acquisition, develop a scope of work and schedule, and establish a cost estimate for the CapO project;
- e. On a quarterly basis, based on the fiscal year quarters, beginning July 1<sup>st</sup>, M1W will invoice WRA for the projected costs to be expended for the agreed upon CapO and CapI projects planned for the forthcoming quarter, based on actual expenditures and up to the total budgeted amount, per the invoicing and payment procedures described in this Agreement;
  - i. By the 15<sup>th</sup> day following the end of each quarter (July 15<sup>th</sup>, October 15<sup>th</sup>, January 15<sup>th</sup>, April 15<sup>th</sup>) M1W shall submit an invoice for the estimated CapO and CapI expenses, by project, for the current quarter and include total YTD expenditures, including all necessary back-up information, for each project. The invoice shall be due no later than 45 days from issuance.

## AMENDMENT NO. 4 TO THE AMENDED AND RESTATED WATER RECYCLING AGREEMENT

- ii. Quarterly invoices shall indicate an amount requested, total payment received and total expenses through the invoice date, for each project number.
  - iii. CapO and CapI Quarterly Progress Reports for the invoice period shall be submitted together with a quarterly invoice
- f. On an annual basis, WRA advance payments for projected CapO and CapI projects costs will be reconciled with actual expenses, per the annual reconciliation process described in this Agreement.

### 3. DEBT SERVICE AND AMORTIZATION

- a. By May 15<sup>th</sup> of each year, M1W will submit an invoice to WRA for the annual USBR loan payment for the SVRP. WRA will reimburse M1W for the amount offset by charges related to annual excess land percentage. M1W will provide a confirmation of annual payment made by June 30<sup>th</sup> of each year.
- b. Amortization of any loans (USBR, etc.), bonds, certificates of participation, and any interim or other financing options shall be adhered to as agreed upon between WRA and M1W, consistent with any debt issuance covenants or other legal requirements.
- c. Debt service and amortization schedules are shown in Exhibit H.
- d. All payments made by WRA to M1W for the repayment of the USBR SVRP loan shall be used for such repayment. Upon termination of any loan agreement, any unused funds returned to M1W and retained by M1W shall be returned to WRA within 60 days from the date of the approved M1W audit for the fiscal year in which the agreement was terminated all in accordance with Section 9.01.

### 4. PAYMENTS AS NEEDED

WRA will make additional payments listed below, outside of annual budgets:

- a. M1W shall submit additional invoices for each approved budget amendment.
- b. Loss of interest earnings on M1W's monies used to cover any WRA Program costs until such costs are reimbursed by WRA. Interest will be calculated from the time of expense occurred by the M1W wastewater fund through receipt of payment from WRA. Interest rate will be based on Local Agency Investment Fund (LAIF).

#### **7.04. Budget Adjustments.**

If M1W's operational or capital expenditures are anticipated to exceed the adopted budget and additional program funding is needed from WRA, a budget adjustment shall be pursued. In the event WRA's revenues to fund the CSIP, SVRP, and SRDF budgets fall below projected amounts, WRA may request, with a minimum thirty (30) days notice, that M1W revise the operations to incur lower operating costs to stay within the revised revenue projections. This may result in decreased water production and/or delivery .

#### 1. EXPENSE ALLOCATION CHANGES WITHIN EACH WRA PROGRAM

If operational or capital needs require an allocation change for expense categories to the adopted budget, M1W should first seek to support the new expenditures through a net-zero,

## AMENDMENT NO. 4 TO THE AMENDED AND RESTATED WATER RECYCLING AGREEMENT

inner fund transfer. Transfers cannot occur between WRA Program funds; only between expense categories within a fund.

- a. For expenses that require an inner fund transfer of \$10,000 or less, M1W will have the latitude to execute the transfer without WRA approval, but WRA must be notified within seven days of posting.
- b. For expenses that require an inner fund transfer in excess of \$10,000, approval from WRA is required prior to posting and to incurring the related expenses.
- c. Any inner fund transfer between the capital budget and an O&M budget must be approved by WRA staff.

### 2. BUDGET AMENDMENT

If a WRA Program is projected to go over budget, none of the expenses, related to the projected exceedance, should be incurred by M1W until a budget amendment for the associated WRA Program is approved by WRA. A mutually agreed upon form shall be utilized for the requests described below.

Budget amendments must comply with the following terms:

- a. M1W will evaluate all completed and proposed expenditures in order to reduce any budget amendments requested.
- b. M1W expenses that exceed the annual budget allocations for each WRA program are not eligible for reimbursement by WRA unless a budget amendment has been approved by the required decision making bodies.
- c. M1W must submit a written request for a budget amendment to WRA for any anticipated expenditures that exceed the limits of the adopted budget. All budget amendment requests must include description of the proposed change, reason for the change, amount of change, and estimated timeframe for expense to be incurred.
- d. No budget amendment will be considered final or acted upon until it has received the necessary approval by the WRA Board of Directors and if needed, WRA Board of Supervisors. M1W will obtain approval through its Board process concurrently or after approval by WRA Board(s) .
- e. WRA shall notify M1W , in writing, of WRA Boards' decision within five (5) days from when the WRA Board of Directors and if needed, WRA Board of Supervisors take action on a budget amendment request.
- f. Each party representative is responsible for presenting the item to their respective governing boards and attaining approval prior to finalizing any decisions or commitments.
- g. For any approved budget amendment, M1W shall invoice WRA separately for the budget amendment, no later than June 30<sup>th</sup> of each fiscal year. All changes in funding or expenditures must be adequately documented and invoiced in alignment with the amended budget.

### 3. UNANTICIPATED EVENTS

Circumstances or events may arise which were not anticipated in either the scopes of services or the budgets for WRA Programs. In this case, M1W will prepare written plans for addressing such

## **AMENDMENT NO. 4 TO THE AMENDED AND RESTATED WATER RECYCLING AGREEMENT**

circumstances or events, including justification and estimated costs, and provide to WRA for approval. If plans cannot be executed through an inner fund transfer as described in Section 7.04(1), then a budget amendment process should be followed as described in Section 7.04(2).

### **4. EMERGENCY SITUATIONS**

If the unanticipated event or circumstance constitutes an emergency situation which threatens health and safety, damage to property, or injury to persons, M1W will act as promptly and as efficiently as possible to mitigate the situation without waiting for WRA approval. M1W will notify WRA immediately of the emergency, mitigating actions, and of any further action that may be necessary. WRA will coordinate emergency response with M1W, the County of Monterey, and WRA Board of Supervisors, as appropriate, including any budget adjustment requests.

### **7.05 Reduction or Termination of Water Delivery for Lack of Payment; Judicial Remedies.**

1. Notwithstanding anything to the contrary in this Water Recycling Agreement (except for the provisions of paragraph (2), below), if WRA should fail to make any payment to M1W required under this Water Recycling Agreement for a period of ninety (90) days or more after the due date, then M1W, upon fifteen (15) days' written notice to WRA, may act to reduce or terminate the production and/or delivery and/or distribution of tertiary treated water from the SVRP and/or discontinue operation of the CSIP. Such reduction or termination in the delivery of water or discontinuance of operations of CSIP may continue only for such period of time as payments from WRA to M1W remain delinquent, and may continue even though dispute resolution procedures pursuant to Article XIII are pending between the parties, unless WRA makes full payment of the amount in question, under protest, as provided in Section 13.01.
2. For as long as any notes or bonds issued to finance the SVRP or CSIP are outstanding, M1W will not exercise its right to terminate or reduce the water supply of the tertiary treated water to the CSIP, except that M1W may reduce the water supply to the extent that the failure of WRA leaves M1W without all necessary and sufficient funds to operate the SVRP.
3. In addition, if WRA should fail to make any payment to M1W required under this Water Recycling Agreement for a period of ninety (90) days or more after the due date, M1W shall have the right to seek any appropriate judicial relief, at law or in equity, for such default after following the dispute resolution provisions of Article XIII of this Agreement. Such relief may include, but need not be limited to, damages, injunctive relief, and the appointment of a receiver.

### **7.07. Priorities of Payment.**

WRA's obligations to make payments with respect to payments to M1W for the SVRP, CSIP, and SRDF shall be prioritized as follows, and the obligations in each category shall be subordinate to the obligations in each prior category, shall be on a parity with all other obligations in its category, and shall be senior to the obligations in each subsequent category:

1. Debt service obligations of the USBR SVRP loan;

## **AMENDMENT NO. 4 TO THE AMENDED AND RESTATED WATER RECYCLING AGREEMENT**

2. Operation and maintenance costs for the SVRP, CSIP, and SRDF; and
3. Repair, replacement, capital improvements, capitalized equipment, of the SVRP, CSIP, and SRDF (to the extent the same do not constitute operation and maintenance costs).

### **7 .08. Decision-Making Authority.**

In order to provide for the smooth and efficient operation of all WRA programs, M1W will implement decisions with regard to activities and expenditures for these purposes based on collaboration with WRA and in accordance with established plans and priorities. All such activities shall be within the scope of services described in Exhibit B "Operation and Maintenance of SVRP, CSIP, and SRDF," respectively. All such expenditures shall be within the budget amounts of O&M and Capital for the SVRP, CSIP and SRDF, respectively.

2. AMENDMENTS TO ARTICLE VIII. The following provisions shall amend and replace in their entirety the existing terms set forth in Article VIII, Sections 8.01-8.06, of the Agreement:

### **VIII. ACCOUNTING SYSTEM, REPORTS**

#### **8.01. Accounting System.**

M1W will maintain an accounting system that is in conformity with generally accepted accounting principles (GAAP) and will allow for the segregation and tracking of all revenues and direct costs related to the SVRP, CSIP, and SRDF. Each program's financials including budgets, expenses, and revenues shall be separated and monies cannot be moved between the individual funds established for each WRA Program.

The accounting system shall properly record costs, revenues, and available cash to the SVRP, CSIP, and SRDF and to M1W's other activities that are not subject to reimbursement by WRA under this Agreement.

The accounting system shall provide the ability to adequately identify indirect cost centers and establish allocation factors to assign indirect costs proportionally to the CSIP, SVRP, SRDF, and the Interruptible Rate for New Source Waters.

Cost accounting shall be in accordance with GAAP. M1W shall make the details of such system available to or known to WRA and/or to WRA's auditor, at WRA's request.

#### **8.02. Direct and Indirect Costs.**

1. Direct costs of the WRA Programs are costs of activities, which are directly tied to the WRA Programs and can be tracked through invoices, time cards, record keeping systems, and other records that specifically allocate a cost to these activities.
2. Indirect costs are all other costs incurred by M1W in order to manage, maintain, support, and operate the WRA Programs. The cost allocation plan shall identify the specific functions that are typically considered administrative or support in nature.

## AMENDMENT NO. 4 TO THE AMENDED AND RESTATED WATER RECYCLING AGREEMENT

3. M1W shall implement the accounting system described in Section 8.01 to uniformly identify and allocate all direct and indirect costs for the WRA Programs and for all the M1W's other activities .
4. The annual budgeted costs of indirect functions will be allocated proportionally to all operational activities based on a percentage relational to the services provided to the WRA Programs and all other M1W activities.
5. For purposes of allocating indirect costs, M1W will not include as a direct cost the debt service (principal and interest) on the loans obtained for the program. .
6. The indirect rate for Fiscal Year 2024-25 and 2025-26 is 14.5% as indicated in Section 7.01.1 The actual indirect charges shall be 14.5% of actual O&M expenditures, reconciled at the fiscal year end. For Fiscal Year 2026–2027, the indirect costs will be determined using the allocation method per Section 7.02(1)
7. M1W and WRA retain the right to transition from the cost allocation plan identified in 8.02 (5) to a cost allocation model that is compliant with the Office of Management and Budget (OMB) Circular A-87 - Cost Principles for State, Local, and Indian Tribe Governments or a subsequent revision. Any cost allocation subject to this provision shall be accompanied by a Certificate of Cost Allocation Plan and be in compliance with Title 2 CFR, Part 200. All indirect costs charged to functional activities will be applied consistently with the results of this plan to ensure equity between costs centers and conformance with OMB standards; provided, however, no allocation of any indirect cost unrelated to the WRA Programs shall be made.
8. Implementation of an OMB Circular A-87 Cost Allocation Plan will become effective in the new fiscal year immediately following the cost allocation study.
9. All OMB Circular A-87 Cost Plans will be subject to updates as consistent with industry standards. All costs associated with a consultant retained to update the cost allocation plan shall be paid in accordance with Section 7.02(1)(iv) above.

### **8.03. Audit and Reconciliation Processes.**

#### **1. ANNUAL AUDIT AND RECONCILIATION**

M1W will annually audit the accounting of each WRA program fund. A copy of the annual audit report for the WRA funds will be provided to WRA no later than January 31st following the close of the prior fiscal year. WRA Programs will be charged for these additional auditing costs and included in the annual O&M budget requests.

M1W shall also submit annual reconciliation statements for each WRA fund to WRA by January 31st of each year. The reconciliation statement will compare the budgeted program costs against the actual expenses incurred in the audited statements and it shall exclude encumbered funds. The statement shall be produced in the form of Cash Flow Statements in a separate audited

## AMENDMENT NO. 4 TO THE AMENDED AND RESTATED WATER RECYCLING AGREEMENT

Financial Statement of WRA Programs and will form the basis of any resulting refund. M1W shall not include encumbered funds in the annual reconciliation statements submitted to the WRA.

M1W shall issue a refund to WRA no later than February 15th if budget savings are identified in the reconciliation statement. The savings shall not be rolled over to a following fiscal year.

If an extension is required to complete the audit and reconciliation process, M1W must notify WRA by December 15th. If the extension impacts the reconciliation process, a preliminary reconciliation statement is to be submitted by January 31st and the final reconciliation report along with any refund is to be issued by May 31st.

### 2. RIGHT TO INSPECT AND AUDIT RECORDS

WRA shall have the right to inspect M1W's records pertaining to the SVRP, CSIP, and SRDF. For records related to the current fiscal year, inspection shall be permitted upon reasonable advance notice. For records pertaining to prior fiscal years, WRA shall provide no less than sixty (60) days advance notice. WRA shall also have the right to audit M1W's records pertaining to the SVRP, CSIP, and SRDF, or to have them audited by an auditor selected by WRA, at WRA's sole cost and expense. However, if the audit shows that M1W has overcharged annual costs to WRA by more than five (5) percent, M1W shall, within ninety (90) days, after demand by WRA, reimburse WRA for the cost of the audit. Such audit may be performed at any time during regular business hours, upon the giving of reasonable advance notice.

### 3. REIMBURSEMENT FOR OVERCHARGE OR UNDERCHARGE

If any audit shows that an undercharge or an overcharge within the approved fiscal budgets has occurred, each agency will have 90 days to comply with the audit findings.

## **8.04. Reports.**

### 1. MONTHLY REPORTS

Within 45 days after the end of each month M1W will provide to WRA a report on expenditures made during the previous month and contain the following information:

- a. Expenditure reports for SVRP, CSIP, and SRDF that describe year-to-date (YTD) expenditure, YTD encumbrance, and YTD total, for each account along with the YTD total for all accounts, including indirect costs and contingency, and the percentage used YTD of the budgeted amount.
- b. Expenditure reports for SVRP, CSIP, and SRDF that describe previous month expenditures, previous month encumbrance, and previous month totals, for each account along with the previous month total for all accounts, including indirect costs and contingency.
- c. Payroll records and activity logs for the previous month.
- d. All operations and maintenance reports for the WRA Programs.
- e. The parties shall convene meetings on a monthly basis, with dates mutually agreed upon in advance, to review the current budget, expenditures, and any emerging operational needs or challenges related to the WRA programs.

## AMENDMENT NO. 4 TO THE AMENDED AND RESTATED WATER RECYCLING AGREEMENT

- f. WRA shall prepare and submit proposed discussion items and questions in writing to M1W no later than one week prior to the scheduled meeting date.

Backup information for each direct charge will be maintained by M1W and provide to WRA as requested.

### 2. CAPO AND CAPI PROJECTS QUARTERLY REPORTS

M1W will provide WRA quarterly progress reports by capital projects containing the following information:

- a. Listing of each capital project for SVRP, CSIP, and SRDF and their year-to-date (YTD) expenditure, YTD encumbrance, and YTD total, for each account along with the YTD total for all accounts, and the percentage used YTD of the budgeted amount.
- b. Status of capital projects – activities and projects planned & completed during the period that the payments are requested.
- c. Payroll records and activity logs associated with capital projects.
- d. Shall indicate invoiced amounts and total payment received from WRA.
- e. Updated projected cash flow forecast and project schedules.
- f. M1W and WRA will meet quarterly to review CapO project(s) status, budget-to-actual reports, and proposed solicitations for forthcoming CapO projects, during the first week of January, April, July, and October.
- g. Updated CapO and CapI project accounting will be performed in a sharable, spreadsheet format.

Backup information will be maintained by M1W to support each direct charge and provide to WRA as requested.

### 3. ANNUAL REPORTS

M1W will submit the following reports annually:

- a. M1W shall submit the annual reconciliation statements for O&M and capital for each WRA Programs to WRA by January 31st following the close of the prior fiscal year
- b. A copy of M1W's Annual Audit Report for each WRA fund will be provided to WRA no later than by January 31st following the close of the prior fiscal year.
- c. In the event M1W's audit process is delayed, M1W will notify WRA by December 15<sup>th</sup>.

### 4. GRANTS AND SPECIAL FUNDING

For any activities that M1W performs that are funded through grants or other outside sources received by WRA, M1W must comply with all grant or funding terms and conditions. In addition, the below must be followed to support compliance with funding obligations.

- A. WRA must inform M1W when a project or activity is grant-funded and provide a copy of the grant or funding agreement.
- B. M1W will establish project-specific accounting for the grant and follow the grant guidelines to ensure full compliance with all funding requirements.

#### AMENDMENT NO. 4 TO THE AMENDED AND RESTATED WATER RECYCLING AGREEMENT

- C. M1W must complete all grant projects within the specified grant term, or sooner as requested by WRA if feasible for M1W and must inform WRA as soon as possible if any work cannot be completed within the grant required timeframe.
- D. Throughout the term of the grant agreement, M1W will submit detailed invoice backup and payroll report to WRA on a monthly basis. This documentation will include all necessary records to support the invoiced amounts, as required by the grant guidelines.
- E. M1W will maintain thorough records of all grant-related activities and expenses for the duration of the grant, ensuring that all documentation is readily available for audit or review.
- F. Expenditures supported by grants or specialized funding are not subject to inner fund transfers as described in section 7.04(1) and must comply with 7.04(2) independent of cost thresholds.

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**AMENDMENT NO. 4 TO THE AMENDED AND RESTATED WATER RECYCLING AGREEMENT**

3. **OTHER TERMS UNCHANGED.** This Amendment No. 4 shall be attached to the Agreement as amended and incorporated therein as if fully set forth in the Agreement. All other terms and conditions of the Agreement shall remain unchanged and in full force.
4. **AUTHORITY TO EXECUTE.** The persons executing this Amendment No. 4 on behalf of the Parties hereto warrant that: (i) such Party is duly organized and existing; (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party; and (iii) by so executing this Agreement such Party is formally bound to the provisions of this Agreement.
5. **COUNTERPARTS.** Amendment No. 4 may be executed in counterparts with facsimile or electronic signatures, each of which shall be deemed an original and all of which, together shall constitute the Agreement.

**[SIGNATURES BEGIN ON FOLLOWING PAGE]**

**AMENDMENT NO. 4 TO THE AMENDED AND RESTATED WATER RECYCLING AGREEMENT**

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

Date: _____	Date: _____
<b>MONTEREY COUNTY WATER RESOURCES AGENCY</b>  By: _____ Name: Ara Azhderian Title: General Manager	<b>MONTEREY ONE WATER</b>  By: _____ Name: Paul Sciuto Title: Executive Officer/General Manager
<b>APPROVED AS TO FORM</b>	
Date: _____	Date: _____
By: _____ Chief Assistant County Counsel	By: _____ M1W General Counsel

**AMENDMENT NO. 4 TO THE AMENDED AND RESTATED WATER RECYCLING AGREEMENT**

**AMENDMENT NO. 4  
TO THE AMENDED AND RESTATED WATER RECYCLING AGREEMENT  
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND  
MONTEREY ONE WATER**

**THIS AMENDMENT NO. 4** to the Amended and Restated Water Recycling Agreement, dated November 3, 2015 between the Monterey County Water Resources Agency (hereinafter, “WRA”) and Monterey One Water, previously referred to Monterey Regional Water Pollution Control Agency (hereinafter, “M1W”) is hereby entered into between WRA and M1W (collectively, WRA and M1W are referred to as the “Parties”) as of July 1, 2025 (“Effective Date”).

**RECITALS**

**WHEREAS**, WRA and M1W entered into the Amended and Restated Water Recycling Agreement, dated November 3, 2015 (hereinafter, “Agreement”), related to the ongoing coordination of and accounting for the operations and maintenance of the Salinas Valley Reclamation Project (“SVRP”), the Castroville Seawater Intrusion Project (“CSIP”), the Salinas River Diversion Facility (“SRDF”), and implementing certain portions of the Pure Water Monterey project.

**WHEREAS**, the Parties entered into Amendment No. 1 to the Agreement on August 26, 2019, Amendment No. 2 to the Agreement on July 14, 2020, and Amendment No. 3 to the Agreement on July 16, 2021.

**WHEREAS**, the Parties now wish to amend Article VII, Sections 7.01 - 7.11, and Article VIII, Sections 8.01-8.06, of the Agreement to reflect updated budget and accounting procedures mutually negotiated and agreed to by the Parties.

**NOW, THEREFORE**, the Parties agree to amend Article VII, Sections 7.01 - 7.11, and Article VIII, Sections 8.01 - 8.06, of the Agreement as follows:

1. **AMENDMENTS TO ARTICLE VII.** The following provisions shall amend and replace in their entirety the existing terms set forth in Article VII, Sections 7.01 - 7.11, of the Agreement:

**VII. PAYMENTS BY WRA TO M1W**

**7.01. Considerations.**

## AMENDMENT NO. 4 TO THE AMENDED AND RESTATED WATER RECYCLING AGREEMENT

### 1. ACCOUNTING

As consideration for the services performed by M1W under this Agreement, the WRA shall make payments to M1W pursuant to this Agreement.

WRA's CSIP, SVRP, and SRDF programs ("WRA Program(s)"), which have services provided by M1W pursuant to this Agreement, are funded by distinct WRA benefit assessments, fees, and other revenue sources. Therefore, M1W shall establish a separate fund for each WRA Program among which monies cannot be transferred without written authorization from WRA. Each WRA Program's financials, including WRA approved annual budgets for M1W services, pre-paid revenues, and actual expenses, shall be maintained separately. If WRA initiates a new program that is operated by M1W, WRA shall then inform M1W as to how funds for the new WRA Program shall be maintained.

A separate fund is defined as a self-balancing group of accounts that records a pool of money and its related financial resources, liabilities, and balances. It is used to classify revenue, track expenses, and segregate resources for specific activities and can be specific to one department of M1W or shared by many departments. Each fund established for the WRA Programs shall have its own liability account and interest-bearing account.

### 2. PAYMENTS

WRA shall be responsible for paying M1W for costs incurred in connection with the WRA Programs. The total annual amount paid by WRA to M1W shall not exceed the WRA approved annual budgets of each WRA Program. WRA shall not reimburse M1W for expenses exceeding the WRA approved annual budget of for each WRA Program, unless approved through the formal WRA budget amendment process.

#### **7.02. Annual M1W Budgets for WRA Programs.**

WRA and M1W shall collaborate to establish annual budgets for M1W services provided to each WRA Program in advance of the operating year for which the budgets are proposed. The annual budgets must align with the fiscal year of July 1<sup>st</sup> to June 30<sup>th</sup>. WRA retains discretion to plan, implement, and manage additional activities, outside of the M1W budgeted activities, in coordination with M1W. The annual budget shall be comprised of three components prepared for each WRA Program: one for operations and maintenance ("O&M"); one for capital outlay ("CapO"); and one for capital improvement projects ("CapI"). The annual budget components will be included in the final annual budget, which must be adopted by the M1W Board of Directors and the WRA Board of Supervisors. The final annual budget must adhere to the terms of this Agreement. The scheduling requirements for annual budgets is described in Section 7.02(4) below.

## AMENDMENT NO. 4 TO THE AMENDED AND RESTATED WATER RECYCLING AGREEMENT

### 1. OPERATIONS AND MAINTENANCE ACTIVITIES

The O&M budget for each WRA Program is to include operations and maintenance expenses. For purposes of this Agreement, examples of operations include the cost of labor and consumables, such as electricity and chemicals, and other materials necessary to regularly operate the WRA Programs. Maintenance examples include the labor, including contract and materials to perform activities that are routine, involve functional checks and servicing, and are necessary to ensure smooth, reliable operation, and the longevity of WRA Programs. See Exhibit B for detailed descriptions of O&M activities related to the WRA Programs.

- a. In preparing the O&M budgets, WRA's General Manager will provide to M1W's General Manager and the Director of Finance, an estimated demand schedule for the following fiscal year, for each water source available to WRA, by December 1<sup>st</sup> of each year.
- b. M1W shall provide detailed supporting documents for the proposed O&M budgets, including all the items below:
  - i. Salaries and benefits.
  - ii. Budgeted full time equivalent and employee labor details, such as position and billing rate.
  - iii. Estimates for services and supplies, including descriptions.
  - iv. Indirect charges. The indirect charge amount shall be calculated in accordance with the following cost structure:
    - The indirect charges for Fiscal Year 2024–2025 shall be 14.5% of the O&M budget and Capital Outlay. Preparation and approvals of this budget predates the effective date of this Amendment. The actual indirect charges shall be 14.5% of actual O&M and Capital Outlay expenditures, reconciled at the fiscal year end.
    - The indirect charges for Fiscal Year 2025–2026 shall be 14.5% of the O&M budget and Capital Outlay. Preparation and approvals of this budget predates the effective date of this Amendment. The actual indirect charges shall be 14.5% of actual O&M and Capital Outlay expenditures, reconciled at the fiscal year end.
    - WRA and M1W shall meet by December 15, 2025, to determine a future indirect cost allocation method for Fiscal Year 2026-2027, unless extended by mutual agreement. WRA will not pay M1W indirect charges for Fiscal Year 2026-2027 until an allocation method is mutually agreed upon.

**AMENDMENT NO. 4 TO THE AMENDED AND RESTATED WATER RECYCLING AGREEMENT**

- M1W may develop a cost allocation plan to determine a new, potential indirect cost allocation method, specific to serving outside agencies, that could be applied uniformly across all M1W programs serving: Marina Coast Water District, Monterey Peninsula Water Management District and WRA, if agreed to by all the involved parties. The cost allocation plan may consider including the finance department as a direct charge and other approaches to direct versus indirect charges. Payment for the development of the cost allocation plan may be split between all participating parties.
- v. Any additional costs associated with the use of New Source Waters, will be calculated based on the demand schedule and M1W's Interruptible Rate; and will be included as a separate line item in the WRA Program's O&M budgets.
- c. The proposed O&M budgets shall include one (1) year forecasts for each WRA Program with an understanding the second year is for projection only.

**Commented [NK1]:** Added by WRA legal, to make clear, that WRA would need to okay a cost allocation plan

**2. CAPITAL OUTLAY (CAPO) ACTIVITIES**

For purposes of this Agreement, CapO for each WRA Program shall refer to material and equipment purchases, necessary to perform planned repairs and/or replacements, and which, under M1W's Purchasing Policy, requires a competitive bid process, including informal bids and proposals. CapO projects are performed under the direction of the M1W Assistant General Manager, or delegate.

- a. M1W and WRA shall collectively create the list of CapO projects to be performed by M1W in each fiscal year.
- b. Budgets shall be prepared by M1W for CapO projects and shall include the proposed project scope, estimated cost, and work schedule broken down by quarter, including:
  - i. Estimated contract labor costs; and
  - ii. Material and equipment cost estimates.
- c. Budgets shall be prepared and presented in a sharable, spreadsheet format.
- d. The proposed CapO budgets shall include two (2) year forecasts of each WRA Program with an understanding the second year is for projection only.

**Commented [2]:** M1W to review

**Commented [3]:** Reviewed the process with our O&M managers, for CAPO M1W does not track labor. Capital outlay is mainly related to equipment purchase and workorders are not created in Lucity for CAPO. Suggested Text: "For purposes of this Agreement, CapO for each WRA Program shall refer to the equipment replacement purchase".

**Commented [NK4R3]:** Per M1W's request, WRA removed salaries and benefits from CapO, here and b.i below

**Commented [KD5]:** Same comment as above

**3. CAPITAL IMPROVEMENT (CAPI) ACTIVITIES**

For purposes of this Agreement, CapI projects for each WRA Program shall refer to the labor, including contract, and materials necessary to modify and improve existing infrastructure, create new infrastructure, or make some other change to public land, property, or equipment, and which, under M1W's Purchasing Policy, requires a formal,

#### AMENDMENT NO. 4 TO THE AMENDED AND RESTATED WATER RECYCLING AGREEMENT

competitive bid process. CapI projects are performed at the direction of the M1W Director of Engineering, or delegate.

- a. M1W and WRA shall collectively create the list of CapI projects to be performed by M1W in each fiscal year.
  - b. Budgets shall be prepared by M1W for CapI projects and shall include the proposed project scope, estimated cost, and work schedule broken down by quarter, including:
    - i. Proposed M1W salaries and benefits;
    - ii. Estimated contract labor costs; and
    - iii. Material and equipment cost estimates.
  - c. Budgets shall be prepared and presented in a sharable, spreadsheet format.
  - d. The proposed CapI budgets shall include two (2) year forecasts of each WRA Program with an understanding the second year is for projection only.
4. SCHEDULE FOR BUDGET DEVELOPMENT
- a. By January 15th of each year, M1W will provide WRA with written, preliminary, proposed O&M, CapO and CapI budgets for each WRA Program.
  - b. Following receipt of the proposed budgets, the Parties will meet to review the proposed O&M CapO, and CapI budgets.
  - c. By January 31 of each year, M1W will provide WRA with final proposed O&M budgets for each WRA Program.
  - d. WRA shall notify M1W of the preliminary budget proposal, no later than April 10<sup>th</sup> of each year.
  - e. WRA shall notify M1W of the budget recommended by the WRA Board of Directors, no later than May 5th of each year.
  - f. WRA shall notify M1W of the final budget adopted by the WRA Board of Supervisors, no later than June 30th of each year.

#### **7.03. Payment Procedures and Schedule.**

M1W shall invoice WRA for all requested payments. WRA shall approve invoices for compliance with this Agreement and within seven (7) business days submit such claim to the County of Monterey Auditor-Controller, who shall pay the approved amount within thirty (30) days after receiving the approved invoice from WRA. Any invoices that are not in compliance with this Agreement will need to be corrected by M1W in a timely manner and may extend the review period for WRA.

M1W shall submit invoices via email to [WRAAccountsPayable@countyofmonterey.gov](mailto:WRAAccountsPayable@countyofmonterey.gov) and to WRA's Finance Manager.

#### AMENDMENT NO. 4 TO THE AMENDED AND RESTATED WATER RECYCLING AGREEMENT

M1W must place unused funds received from WRA in an interest-bearing account. All interest earned on WRA accounts will be applied for WRA's benefit, on a quarterly basis. Year-end reconciliation statements will accurately reflect any interest earned on WRA accounts.

##### 1. PAYMENTS FOR O&M ACTIVITIES

WRA shall issue payments to M1W in advance, for the adopted annual O&M budgets for each WRA Program, in accordance with the following bi-annual payment process and schedule.

- a. M1W shall submit an invoice to WRA for the first installment payment for 50% of the adopted O&M budgets no later than July 5<sup>th</sup> of each fiscal year, with a due date at least thirty (30) days from issuance. The invoice shall specify the amount due and the payment due date.
- b. M1W shall submit an invoice for the second installment payment for the remaining 50% of the adopted O&M budgets no later than January 5<sup>th</sup> of each fiscal year, with a due date at least thirty (30) days from issuance.
- c. WRA shall promptly review all requests for payments and shall approve for payment from the County Auditor such requests or portion thereof that are in conformity with this Agreement.
- d. WRA shall promptly notify M1W of any disputed payment request. Disputes over payments shall be resolved as provided in Article XIII of this Agreement.

##### 2. PAYMENTS FOR CAPO AND CAPI ACTIVITIES

- a. Under M1W's Purchasing Policy, specifications shall be developed and used for the purpose of soliciting quotations from prospective vendors for goods and/or services necessary to perform the planned CapO and CapI project(s).
- b. CapO and CapI project solicitations will be developed in quarterly timeframes.
- c. Prior to issuance of a solicitation for quotes, M1W must meet with WRA to review and agree upon the solicitation package(s).
- d. When the nature of an acquisition of goods and/or services is impractical to the preparation of a solicitation package, M1W shall meet with WRA to discuss and agree upon the proposed acquisition, develop a scope of work and schedule, and establish a cost estimate for the CapO project.
- e. On a quarterly basis, based on the fiscal year quarters, beginning July 1<sup>st</sup>, M1W shall invoice WRA for the projected costs to be expended for the agreed upon CapO and CapI projects planned for the forthcoming quarter, based on actual expenditures and up to the total budgeted amount, per the invoicing and payment procedures described in this Agreement.
  - i. By the 15th day following the end of each quarter (July 15<sup>th</sup>, October 15<sup>th</sup>, January 15<sup>th</sup>, April 15<sup>th</sup>) M1W shall submit an invoice for the estimated CapO and CapI expenses, by project, for the current quarter and include total YTD expenditures, including all necessary back-up

**AMENDMENT NO. 4 TO THE AMENDED AND RESTATED WATER RECYCLING AGREEMENT**

information, for each project. The invoice shall be due no later than 45 days from issuance.

- ii. Quarterly invoices shall indicate an amount requested, total payment received and total expenses through the invoice date, for each project number.
- iii. CapO and CapI Quarterly Progress Reports for the invoice period shall be submitted together with a quarterly invoice.

- f. On an annual basis, WRA advance payments for projected CapO and CapI projects costs will be reconciled with actual expenses, per the annual reconciliation process described in this Agreement.

**3. DEBT SERVICE AND AMORTIZATION**

- a. By May 15<sup>th</sup> of each year, M1W will submit an invoice to WRA for the annual USBR loan payment for the SVRP. WRA will reimburse M1W for the amount offset by charges related to annual excess land percentage. M1W will provide a confirmation of annual payment made by June 30<sup>th</sup> of each year. WRA shall not be responsible for any penalties or late fees.
- b. Amortization of any loans (USBR, etc.), bonds, certificates of participation, and any interim or other financing options shall be adhered to as agreed upon between WRA and M1W, consistent with any debt issuance covenants or other legal requirements.
- c. Debt service and amortization schedules are shown in Exhibit H.
- d. All payments made by WRA to M1W for the repayment of the USBR SVRP loan shall be used for such repayment. Upon termination of any loan agreement, any unused funds returned to M1W and retained by M1W shall be returned to WRA within 60 days from the date of the approved M1W audit for the fiscal year in which the agreement was terminated all in accordance with Section 9.01.

Commented [KD6]: Does this make sense? I'm not sure what it means.

Commented [AA7R6]: I think so... Nan?

Commented [NK8R6]: annual excess land report is a requirement of the USBR Loans. M1W is aware that they are responsible for additional charges to the USBR loan for SVRP resulting from the annual change of access land %

**4. PAYMENTS AS NEEDED**

WRA shall make additional payments listed below, outside of annual budgets:

- a. M1W shall submit additional invoices for each approved budget amendment.
- b. Loss of interest earnings on M1W's monies used to cover any WRA Program costs until such costs are reimbursed by WRA. Interest will be calculated from the time of expense occurred by the M1W wastewater fund through receipt of payment from WRA. Interest rate will be based on Local Agency Investment Fund ("LAIF").

**7.04. Budget Adjustments.**

If M1W's O&M, CapO, or CapI expenditures within WRA Programs are anticipated to exceed the adopted budget and additional program funding is needed from WRA, a budget adjustment

#### AMENDMENT NO. 4 TO THE AMENDED AND RESTATED WATER RECYCLING AGREEMENT

shall be pursued. In the event WRA's revenues to fund the WRA Program's budgets fall below projected amounts, WRA may request, with a minimum thirty (30) days' notice, that M1W revise the operations to incur lower operating costs to stay within the revised revenue projections. This may result in decreased water production and/or delivery.

##### 1. EXPENSE ALLOCATION CHANGES WITHIN EACH WRA PROGRAM

If O&M, CapO, or CapI needs require an allocation change for expense categories to the adopted budget, M1W should first seek to support the new expenditures through a net-zero, inner fund transfer. Transfers cannot occur between WRA Program funds; only between expense categories within a fund.

- a. For expenses that require an inner fund transfer of \$10,000 or less, M1W will have the latitude to execute the transfer without WRA approval, but WRA must be notified within seven (7) days of posting.
- b. For expenses that require an inner fund transfer in excess of \$10,000, approval from WRA is required prior to posting and to incurring the related expenses.
- c. Any inner fund transfer between O&M, CapO, or CapI budgets must be approved by WRA staff.

##### 2. BUDGET AMENDMENT

If a WRA Program is projected to go over budget, none of the expenses, related to the projected exceedance, should be incurred by M1W until a budget amendment for the associated WRA Program is approved by WRA. A mutually agreed upon form shall be utilized for the requests described below.

Budget amendments must comply with the following terms:

- a. M1W shall evaluate all completed and proposed expenditures in order to reduce any budget amendments requested.
- b. M1W expenses that exceed the annual budget allocations for each WRA Program are not eligible for reimbursement by WRA unless a budget amendment has been approved by the required decision making bodies.
- c. M1W must submit a written request for a budget amendment to WRA for any anticipated expenditures that exceed the limits of the adopted budget. All budget amendment requests must include description of the proposed change, reason for the change, amount of change, and estimated timeframe for expense to be incurred.
- d. No budget amendment shall be considered final or acted upon until it has received the necessary recommendation and approval by the appropriate WRA Board(s). M1W must obtain approval through its Board process concurrently or after approval by WRA Board(s).

#### **AMENDMENT NO. 4 TO THE AMENDED AND RESTATED WATER RECYCLING AGREEMENT**

- e. WRA shall notify M1W, in writing, of WRA Boards' decision within five (5) days from when the WRA Board of Supervisors take action on a budget amendment request.
- f. Each party representative is responsible for presenting the item to their respective governing boards and attaining approval prior to finalizing any decisions or commitments.
- g. For any approved budget amendment, M1W shall invoice WRA separately for the budget amendment, no later than June 30<sup>th</sup> of each fiscal year. All changes in funding or expenditures must be adequately documented and invoiced in alignment with the amended budget.

#### **3. UNANTICIPATED EVENTS**

Circumstances or events may arise which were not anticipated in either the scopes of services or the budgets for WRA Programs. In this case, M1W will prepare written plans for addressing such circumstances or events, including justification and estimated costs, and provide to WRA for approval. If plans cannot be executed through an inner fund transfer as described in Section 7.04(1), then a budget amendment process should be followed as described in Section 7.04(2).

#### **4. EMERGENCY SITUATIONS**

If the unanticipated event or circumstance constitutes an emergency situation which threatens health and safety, damage to property, or injury to persons, M1W will act as promptly and as efficiently as possible to mitigate the situation without waiting for WRA approval. M1W will notify WRA immediately of the emergency, mitigating actions, and of any further action that may be necessary. WRA will coordinate emergency response with M1W, the County of Monterey, and WRA Board of Supervisors, as appropriate, including potential budget adjustment requests.

#### **7.05 Reduction or Termination of Water Delivery for Lack of Payment; Judicial Remedies.**

1. Notwithstanding anything to the contrary in this Agreement (except for the provisions of paragraph (2), below), if WRA should fail to make any payment to M1W required under this Agreement for a period of ninety (90) days or more after the due date, then M1W, upon fifteen (15) days' written notice to WRA, may act to reduce or terminate the production and/or delivery and/or distribution of tertiary treated water from the SVRP and/or discontinue operation of the CSIP. Such reduction or termination in the delivery of water or discontinuance of operations of CSIP may continue only for such period of time as payments from WRA to M1W remain delinquent, and may continue even though dispute resolution procedures pursuant to Article XIII are pending between the parties, unless WRA makes full payment of the amount in question, under protest, as provided in Section 13.01.

#### AMENDMENT NO. 4 TO THE AMENDED AND RESTATED WATER RECYCLING AGREEMENT

2. For as long as any notes or bonds issued to finance the SVRP or CSIP are outstanding, M1W shall not exercise its right to terminate or reduce the water supply of the tertiary treated water to the CSIP, except that M1W may reduce the water supply to the extent that the failure of WRA leaves M1W without all necessary and sufficient funds to operate the SVRP.
3. In addition, if WRA should fail to make any payment to M1W required under this Agreement for a period of ninety (90) days or more after the due date, M1W shall have the right to seek any appropriate judicial relief, at law or in equity, for such default after following the dispute resolution provisions of Article XIII of this Agreement. Such relief may include, but need not be limited to, damages, injunctive relief, and the appointment of a receiver.

#### **7.06. Priorities of Payment.**

WRA's obligations to make payments for the WRA Programs shall be prioritized as follows, and the obligations in each category shall be subordinate to the obligations in each prior category, shall be on a parity with all other obligations in its category, and shall be senior to the obligations in each subsequent category:

1. Debt service obligations of the USBR SVRP loan;
2. Operation and maintenance costs for the WRA Programs; and
3. Repair, replacement, capital improvements, capitalized equipment, of the WRA Programs (to the extent the same do not constitute operation and maintenance costs).

#### **7.07. Decision-Making Authority.**

In order to provide for the smooth and efficient operation of all WRA Programs, M1W will implement decisions with regard to activities and expenditures for these purposes based on collaboration and Program oversight by WRA and in accordance with established plans and priorities. All such activities shall be within the scope of services described in Exhibit B "Operation and Maintenance of WRA Programs," respectively. All such expenditures shall be within the budget amounts of O&M, CapO, and CapI for the WRA Programs, respectively.

To help ensure effective collaboration and oversight, WRA and M1W agree to convene a group, including the chairs and vice chairs of the M1W and WRA board of directors and the respective General Managers ("Leadership Group") to meet on a quarterly basis to review WRA Programs to discuss status and provide direction as needed.

Commented [KD9]: Numbering is off...

**AMENDMENT NO. 4 TO THE AMENDED AND RESTATED WATER RECYCLING AGREEMENT**

2. **AMENDMENTS TO ARTICLE VIII.** The following provisions shall amend and replace in their entirety the existing terms set forth in Article VIII, Sections 8.01 - 8.06, of the Agreement:

**VIII. ACCOUNTING SYSTEM, REPORTS**

**8.01. Accounting System.**

M1W shall maintain an accounting system that is in conformity with generally accepted accounting principles (“GAAP”) and will allow for the segregation and tracking of all revenues and direct costs related to the WRA Programs. Each of the WRA Program’s financials including budgets, expenses, and revenues shall be separated and monies cannot be moved between the individual funds established for each WRA Program.

The accounting system shall properly record costs, revenues, and available cash to the SVRP, CSIP, and SRDF and to M1W’s other activities that are not subject to reimbursement by WRA under this Agreement.

The accounting system shall provide the ability to adequately identify indirect cost centers and establish allocation factors to assign indirect costs proportionally to the CSIP, SVRP, SRDF, and the Interruptible Rate for New Source Waters.

Cost accounting shall be in accordance with GAAP. M1W shall make the details of such system available to or known to WRA and/or to WRA’s auditor, at WRA’s request.

**8.02. Direct and Indirect Costs.**

1. Direct costs of the WRA Programs are costs of activities, which are directly tied to the WRA Programs and can be tracked through invoices, time cards, record keeping systems, and other records that specifically allocate a cost to these activities.
2. Indirect costs are all other costs incurred by M1W in order to manage, maintain, support, and operate the WRA Programs. The cost allocation plan shall identify the specific functions that are typically considered administrative or support in nature.
3. M1W shall implement the accounting system described in Section 8.01 to uniformly identify and allocate all direct and indirect costs for the WRA Programs and for all the M1W’s other activities.
4. For purposes of allocating indirect costs, M1W will not include as a direct cost the debt service (principal and interest) on the loans obtained for the WRA Programs.
5. The indirect rate for Fiscal Year 2024-25 and 2025-26 is 14.5% as indicated in Section 7.02(1)(b)(iv). The actual indirect charges shall be 14.5% of actual O&M and CapO

Commented [KD10]: Use WRA Programs?

Commented [AA11R10]: I’ll defer to Nan but in this case, calling out all three may be better.

Commented [NK12R10]: Keep it as is

Commented [KD13]: WRA Programs?

Commented [NK14R13]: Keep it as is

#### AMENDMENT NO. 4 TO THE AMENDED AND RESTATED WATER RECYCLING AGREEMENT

expenditures, reconciled at the fiscal year end. For Fiscal Year 2026–2027, the indirect costs will be determined using the allocation method per Section 7.02(1)(b)(iv).

6. M1W and WRA retain the right to transition from the cost allocation plan identified in 7.02(1)(b)(iv) to a cost allocation model that is compliant with the Office of Management and Budget (OMB) Circular A-87 - Cost Principles for State, Local, and Indian Tribe Governments or a subsequent revision. Any cost allocation plan subject to this provision shall be accompanied by a Certificate of Cost Allocation Plan and be in compliance with Title 2 CFR, Part 200. All indirect costs charged to functional activities will be applied consistently with the results of this plan to ensure equity between costs centers and conformance with OMB standards; provided, however, no allocation of any indirect cost unrelated to the WRA Programs shall be made.
7. Implementation of an OMB Circular A-87 Cost Allocation Plan will become effective in the new fiscal year immediately following the cost allocation study.
8. All OMB Circular A-87 Cost Plans will be subject to updates as consistent with industry standards. All costs associated with a consultant retained to update the cost allocation plan shall be paid in accordance with Section 7.02(1)(b)(iv) above.

#### **8.03. Audit and Reconciliation Processes.**

##### 1. ANNUAL AUDIT AND RECONCILIATION

M1W shall annually audit the accounting of each WRA Program fund. A copy of the annual audit report for the WRA funds will be provided to WRA no later than January 31st following the close of the prior fiscal year. WRA Programs will be charged for these additional auditing costs and included in the annual O&M budget requests.

M1W shall also submit annual reconciliation statements for each WRA fund to WRA by January 31st of each year. The reconciliation statement will compare the budgeted program costs against the actual expenses incurred in the audited statements and it shall exclude encumbered funds. The statement shall be produced in the form of Cash Flow Statements in a separate audited Financial Statement of WRA Programs and will form the basis of any resulting refund. M1W shall not include encumbered funds in the annual reconciliation statements submitted to the WRA.

M1W shall issue a refund to WRA no later than February 15th if budget savings are identified in the reconciliation statement. The savings shall not be rolled over to a following fiscal year.

If an extension is required to complete the audit and reconciliation process, M1W must

#### **AMENDMENT NO. 4 TO THE AMENDED AND RESTATED WATER RECYCLING AGREEMENT**

notify WRA by December 15th. If the extension impacts the reconciliation process, a preliminary reconciliation statement is to be submitted by January 31st and the final reconciliation report along with any refund is to be issued by May 31st.

#### **2. RIGHT TO INSPECT AND AUDIT RECORDS**

WRA shall have the right to inspect M1W's records pertaining to the WRA Programs. For records related to the current fiscal year, inspection shall be permitted upon reasonable advance notice. For records pertaining to prior fiscal years, WRA shall provide no less than sixty (60) days advance notice. WRA shall also have the right to audit M1W's records pertaining to the WRA Programs or to have them audited by an auditor selected by WRA, at WRA's sole cost and expense. However, if the audit shows that M1W has overcharged annual costs to WRA by more than five (5) percent, M1W shall, within ninety (90) days, after demand by WRA, reimburse WRA for the cost of the audit. Such audit may be performed at any time during regular business hours, upon the giving of reasonable advance notice. If any audit shows that an undercharge or an overcharge within the approved fiscal budgets has occurred, each agency will have 90 days to comply with the audit findings.

#### **8.04. Reports.**

##### **1. MONTHLY REPORTS**

Within 45 days after the end of each month, the M1W Finance Department will provide to the WRA Finance Section, a report on expenditures made during the previous month and contain the following information:

- a. Expenditure reports for WRA Programs that describe year-to-date ("YTD") expenditure, YTD encumbrance, and YTD total, for each account along with the YTD total for all accounts, including indirect costs and contingency, and the percentage used YTD of the budgeted amount.
- b. Expenditure reports for WRA Programs that describe previous month expenditures, previous month encumbrance, and previous month totals, for each account along with the previous month total for all accounts, including indirect costs and contingency.
- c. Payroll records and activity logs for the previous month.
- d. All operations and maintenance reports, including work order reports when available, for the WRA Programs, as defined in Exhibit B.
- e. The parties shall convene meetings on a monthly basis, with dates mutually agreed upon in advance, to review the current budget, expenditures, and any emerging operational needs or challenges related to the WRA Programs.
- f. WRA shall prepare and submit proposed discussion items and questions in writing to M1W no later than one week after the reports are received.

## AMENDMENT NO. 4 TO THE AMENDED AND RESTATED WATER RECYCLING AGREEMENT

Backup information for each direct charge will be maintained by M1W and provide to WRA as requested.

### 2. CAPO AND CAPI PROJECTS QUARTERLY REPORTS

M1W shall provide WRA quarterly progress reports by CapO and CapI projects containing the following information:

- a. Listing of each CapO and CapI for WRA Programs and their year-to-date (YTD) expenditure, YTD encumbrance, and YTD total, for each account along with the YTD total for all accounts, and the percentage used YTD of the budgeted amount;
- b. Status of CapO and CapI projects – activities and projects planned & completed during the period that the payments are requested;
- c. Payroll records and activity logs associated with CapO and CapI projects;
- d. Shall indicate invoiced amounts and total payment received from WRA;
- e. Updated projected cash flow forecast and project schedules; and
- f. Updated CapO and CapI project accounting will be performed in a sharable, spreadsheet format.

M1W and WRA will meet quarterly to review CapO & CapI project(s) status, budget-to-actual reports, and proposed solicitations for forthcoming CapO & CapI projects, during the first week of January, April, July, and October.

Backup information will be maintained by M1W to support each direct charge and provide to WRA as requested.

### 3. ANNUAL REPORTS

M1W will submit the following reports annually:

- a. M1W shall submit the annual reconciliation statements for O&M, CapO, and CapI for each WRA Programs to WRA by January 31st following the close of the prior fiscal year.
- b. A copy of M1W's Annual Audit Report for each WRA fund will be provided to WRA no later than by January 31st following the close of the prior fiscal year.
- c. In the event M1W's audit process is delayed, M1W will notify WRA by December 15<sup>th</sup>.

### 4. GRANTS AND SPECIAL FUNDING

For any activities that M1W performs that are funded through grants or other outside sources received by WRA, M1W must comply with all grant or funding terms and conditions. In addition, the below must be followed to support compliance with funding obligations.

- a. WRA must inform M1W when a project or activity is grant-funded and provide a copy of the grant or funding agreement.
- b. M1W shall establish project-specific accounting for the grant and follow the grant guidelines to ensure full compliance with all funding requirements.

**Commented [15]:** Not sure words are needed, should read Invoiced amount . . .

**Commented [KD16R15]:** Agree, start with Invoiced amount

**Commented [NK17R15]:** Changed

**AMENDMENT NO. 4 TO THE AMENDED AND RESTATED WATER RECYCLING AGREEMENT**

- c. M1W must complete all grant projects within the specified grant term, or sooner as requested by WRA if feasible for M1W and must inform WRA as soon as possible if any work cannot be completed within the grant required timeframe.
- d. Throughout the term of ~~the any~~ grant agreement, M1W will submit detailed invoice backup and payroll report to WRA on a monthly basis. This documentation will include all necessary records to support the invoiced amounts, as required by the grant guidelines.
- e. M1W shall maintain thorough records of all grant-related activities and expenses for the duration of the grant, ensuring that all documentation is readily available for audit or review.
- f. Expenditures supported by grants or specialized funding are not subject to inner fund transfers as described in Section 7.04(1) and must comply with Section 7.04(2) independent of cost thresholds.

Commented [KD18]: Changed

- 3. **OTHER TERMS UNCHANGED.** This Amendment No. 4 shall be attached to the Agreement as amended and incorporated therein as if fully set forth in the Agreement. All other terms and conditions of the Agreement shall remain unchanged and in full force.
- 4. **AUTHORITY TO EXECUTE.** The persons executing this Amendment No. 4 on behalf of the Parties hereto warrant that: (i) such Party is duly organized and existing; (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party; and (iii) by so executing this Agreement such Party is formally bound to the provisions of this Agreement.
- 5. **COUNTERPARTS.** Amendment No. 4 may be executed in counterparts with facsimile or electronic signatures, each of which shall be deemed an original and all of which, together shall constitute the Agreement.

**[SIGNATURES BEGIN ON FOLLOWING PAGE]**

**AMENDMENT NO. 4 TO THE AMENDED AND RESTATED WATER RECYCLING AGREEMENT**

**IN WITNESS WHEREOF**, the duly authorized representatives of the Parties hereto have executed this Amendment No. 4 to the Agreement and agree it will become effective on July 1, 2025:

Date: _____	Date: _____
<b>MONTEREY COUNTY WATER RESOURCES AGENCY</b>	<b>MONTEREY ONE WATER</b>
By: _____ Name: Ara Azhderian Title: General Manager	By: _____ Name: Paul Sciuto Title: Executive Officer/General Manager
<b>APPROVED AS TO FORM</b>	
Date: _____	Date: _____
By: _____ Chief Assistant County Counsel	By: _____ M1W General Counsel

May 19, 2025

**VIA ELECTRONIC DELIVERY:** [www.regulations.gov](http://www.regulations.gov)

Ms. Gina Shultz  
Acting Assistant Director for Ecological Services  
U.S. Fish and Wildlife Service  
MS: PRB/3W  
5275 Leesburg Pike  
Falls Church, VA 22041-3803

**Re: Agency Proposed Rule Rescinding the Definition of “Harm” Under the ESA  
Docket ID: FWS-HQ-ES-2025-0034**

Dear Acting Assistant Director Shultz:

The undersigned organizations and their members appreciate the opportunity to provide comments regarding the U.S. Fish and Wildlife Service’s and National Oceanic and Atmospheric Administration’s (“the Services”) proposed rule rescinding the regulatory definition of “harm” in current Endangered Species Act (ESA) Code of Federal Regulations.

In short, we strongly support this proposed rule to restore common sense and bring federal executive branch implementation of the ESA more in line with the law and congressional intent. In administering sections 9, 10 and 7(b)(4) the ESA, the Services (and courts) should be required to clearly identify *actual* harm to species where they are found, not some vague, attenuated potential impact, or overall change in ecological condition. The Services should make clear that “harm” requires a showing of objectively discernible, negative physical impact to one or more identified members of a species.

We represent thousands of farmers and ranchers who produce the food our nation relies upon, and the water providers, businesses and communities who are critical in that work, as well as many of the local and regional public water agencies that supply municipal water to millions of Western urban, suburban and rural residents.

Our organizations know firsthand the negative economic and social impacts caused by federal implementation of the ESA. Multiple federal agencies’ ESA consultations, biological opinions and (often-conflicting) mitigation mandates, as well as endless ESA litigation, drive up costs, increase uncertainty, and slow or even block important agriculture-related activities and federal water projects and water management activities. Our organizations have a strong affinity for our national environmental heritage and have an understanding for - and when - some costs and burdens of ESA decision-making are linked with concrete outcomes and protections to species.

According to the Services, there are currently 1,519 species on the U.S. ESA list,<sup>1</sup> and over 107 million acres and tens of thousands of river miles have been designated as critical habitat.<sup>2</sup> As enacted, the ESA makes it “unlawful for any person...to take any...[endangered species of fish or wildlife listed] within the United States.”<sup>3</sup> “Take” is further defined under the ESA to include almost any direct activity that results in measurable harm or injury to a member of a listed species.<sup>4</sup>

The current regulation, 50 C.F.R. §17.3, defines “harm” as encompassing actions including “habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.”<sup>5</sup> This overbroad definition has been used by the Services in the decades since ESA’s passage to slow, halt, or block countless activities that are critical to sustain the economic livelihoods of private landowners, farmers, ranchers, water users, rural communities and all others affected by the sometimes arbitrary and overly precautionary decisions of federal regulators. It also has contributed to ESA-related lawsuits that can bring increased risks and costs to targeted defendants. These lawsuits are initiated by environmental plaintiffs that seek taxpayer-funded attorney fees award rather than contribute to solutions that could help ecosystems.

The current ESA “harm” definition has also led to increased threats of federal enforcement against activities which the Services deem have indirectly modified species habitat, unless a permit is obtained. Routinely, the Services have used the current, expansive definition of “harm” to impose regulatory burdens based on subjective preferences for the ecosystem rather than known consequences to individual members of a species.

For example, irrigation water users in the Klamath Project, a federal reclamation project, are hundreds of miles away from the ocean. Yet through incidental take statements in biological opinions, they are regulated based on purported take of the Southern Resident killer whale. This attenuated logic consists of regulation of flows for Klamath River Chinook salmon, a non-listed fish species, which, during some days in a year, make up a small percentage of the diet of the Southern Resident killer whale. Food producers in California and Oregon are assumed to “harm” whales, and, on that basis, the terms and conditions of incidental take statements place strict constraints on their water use.

Under the ESA, the definition of “harm” is directly related to the extent of critical habitat that can be proposed for a given species, which can in turn subject vast expanses of land and water to potential regulation under the ESA. For example, the initial October 2013 proposed Rule for Threatened Status for the Western Distinct Population Segment of the Yellow-billed Cuckoo included 546,335 acres of critical habitat west of the crest of the Rocky Mountains. Our experience with critical habitat for listed species is that the implications for affected activities extend far beyond just government-owned lands

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<sup>1</sup> <https://ecos.fws.gov/ecp0/reports/ad-hoc-species-report?kingdom=V&kingdom=I&status=E&status=T&status=EmE&status=EmT&status=EXPE&status=EXPN&status=SAE&status=SAT&mapstatus=3&fcrithab=on&fstatus=on&fspecrule=on&finvpop=on&fgroup=on&header=Listed+Animals> (last accessed April 23, 2025)

<sup>2</sup> <https://ecos.fws.gov/ecp/report/table/critical-habitat.html> (last accessed April 23, 2025)

<sup>3</sup> 16 U.S.C. §1538(a)(1)(B).

<sup>4</sup> 16 U.S.C. §1532(19), defining “take” as meaning “to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct.”

<sup>5</sup> *Id.*

to private property owners and business, as well. Layers of regulatory requirements and permitting hurdles make project delivery far more costly and time-consuming. Ironically, this goes as much for infrastructure and operations as for environmentally beneficial restoration and conservation-oriented projects. This directly and indirectly impacts our constituencies.

The Services' current interpretation of "harm" has resulted in significant increased costs, delays and uncertainty to those who must obtain federal take permits to avoid federal enforcement. Landowners seeking permits have often been forced to pay thousands of dollars and wait months or years for permits or pay additional costly mitigation mandated by the Services. Such requirements often make important activities cost-prohibitive, yet with no empirical measure of how the mitigation measures help or hurt. Perversely, even some activities that would actually help endangered and threatened species—such as thinning forests and reducing fuels buildup to prevent catastrophic wildfires are blocked by extreme litigious groups on the grounds that these actions would modify the habitat of a listed species and thereby constitute "take".

For example, one thinning project on the Klamath National Forest in Northern California was held up for more than a decade by activists who claimed they wanted to protect endangered spotted owls. In the meantime, a wildfire burned the owl habitat to the ground in 2021. A few years earlier, a similar story played out on the Helena-Lewis and Clark National Forest in Montana, when wildlife habitat went up in flames after a forest treatment project spent seven years bound up in litigation and agency red tape.

Instead of imposing costly and sometimes burdensome regulatory mandates, the Services should be focusing taxpayers' dollars on actions proven to actually protect and restore species - and which follow the law.

The rule also is consistent with recent important emergency Executive Orders signed by the President to encourage water delivery, energy exploration, and to review impediments created by the ESA.<sup>6</sup> To ensure that food can continue to be safely and affordably produced in the West, and that communities, large and small, continue to have access to the water critical to their economies and their health, our organizations wholeheartedly support the proposed rule to rescind both of the Services' regulations defining "harm" under the ESA. In administering sections 9, 10 and 7(b)(4) the ESA, the Services (and courts) should be required to clearly identify *actual* harm to species where they are found, not some vague, attenuated potential impact, or overall change in ecological condition. The Services should make clear that "harm" requires a showing of objectively discernible, negative physical impact to one or more identified members of a species.

The regulatory implementation of the 50+ year-old ESA has created challenges for the industries we represent, and there are other aspects of ESA administration that we continue to have concerns with. However, by focusing the definition of "harm" we believe that tenuous and speculative regulatory oversight and related litigation would be reduced or eliminated. This would bring some relief to farmers, ranchers, water managers, energy producers, Western communities and many more. The

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<sup>6</sup> See E.O. 14156 "Declaring a National Energy Emergency," and E.O. 14181 "Emergency Measures to Provide Water Resources in California and Improve Disaster Response in Certain Areas."

proposed rule will also bring improved consistency and certainty to ESA consultations and focus more scarce resources towards actions that will more effectively protect and restore species while also protecting people. To be clear, we live and work in the West, and we embrace our natural heritage. However, species recovery and economic prosperity do not have to be mutually exclusive.

Thank you for this opportunity to comment on this proposed rule. If you have any questions about this letter, please do not hesitate to contact Dan Keppen at (541)- 892-6244.

Sincerely,

Stephanie Knight-Dubien  
Agribusiness and Water Council of Arizona

Jim Boyle, President  
Arizona Dairy Producers Trade Association

Ian Lyle, Director of Federal Relations  
Association of California Water Agencies

Patrick Bray, Executive  
Arizona Farm and Ranch Group

Curtis Lutje, President  
California Agricultural Irrigation Association

Kari Fisher, Senior Director & Counsel, Legal Advocacy  
California Farm Bureau

Beverly Idsinga, Executive Director  
Dairy Producers of New Mexico

Mike Kohler, Executive Director  
Dairy Producers of Utah

Ken Curtis, General Manager  
Dolores Water Conservancy District (COLORADO)

Dan Keppen, Executive Director  
Family Farm Alliance

Nadine Bailey, Chief Operations Officer  
Family Water Alliance (CALIFORNIA)

Johnny Amaral, Chief Operating Officer and Chief of External Affairs  
Friant Water Authority (CALIFORNIA)

Rick Naerebout, Chief Executive Officer  
Idaho Dairymen's Association, Inc.

Paul Arrington, Executive Director & General Counsel  
Idaho Water Users Association

Neil Maunu  
Inland Ports and Navigation Group

Janet Bailey, CEO  
Kansas Dairy Association

Urban Eberhart, General Manager  
Kittitas Reclamation District (WASHINGTON)

Kelley Minty, Chair  
Klamath County Board of Commissioners (OREGON)

Gene Souza, Executive Director  
Klamath Irrigation District (OREGON)

Elizabeth Neilsen, Executive Director  
Klamath Water Users Association (CALIFORNIA / OREGON)

Kevin Abernathy, General Manager  
Milk Producers Council (CALIFORNIA)

Ned Coe, Chairman  
Modoc County Board of Supervisors (CALIFORNIA)

Ara Azhderian, General Manager  
Monterey County Water Resources Agency (CALIFORNIA)

Paul Bleiberg, Executive Vice President, Government Relations  
National Milk Producers Federation

Greg Morrison, Executive Vice-President  
National Water Resources Association

Tammy L. Dennee, CMP, CAE – Executive Director  
Oregon Cattlemen's Association

Jeff Stone, Executive Director  
Oregon Association of Nurseries

Greg Addington, Executive Director  
Oregon Farm Bureau

April Snell, Executive Director  
Oregon Water Resources Association

Tami Kerr, Executive Director  
Oregon Dairy Farmers Association

Garrett Edmonds, Director  
Public Lands Council

William Duncan, President  
Savery-Little Snake River Conservancy District (WYOMING)

Nick Grounds, Manager  
Shasta View & Malin Irrigation Districts (OREGON)

Nancy Ogren, Chair  
Siskiyou County Board of Supervisors (CALIFORNIA)

Craig Caballero, Chief Executive Officer  
United Dairymen of Arizona

Mauricio Guardado, General Manager  
United Water Conservation District (CALIFORNIA)

Mike Kohler, Executive Director  
Utah Dairymen's Association

Dan Wood, Executive Director  
Washington State Dairy Federation

John Stuhlmiller, Executive Director  
Washington State Water Resources Association

Dennis Nuxoll, Vice President, Federal Government Affairs  
Western Growers Association

Mark Herke, President  
Yakima-Klickitat Farm Association (WASHINGTON)

# Monterey County Water Resources Agency



Ara Azhderian, General Manager | 1441 Schilling Pl., Salinas, Ca 93901 | (831) 755-4860

June 12, 2025

The Honorable Senator Alex Padilla  
331 Hart Senate Office Building  
Washington, DC 20510

Subject: SUPPORT for the Nacimiento and San Antonio Dams and Reservoirs Safety Project

Dear Senator,

On behalf of the Monterey County Water Resources Agency, and the hundreds of thousands of Californians dependent upon the function and safety of our dams, I write to express our appreciation for your selection of the Nacimiento and San Antonio Dams and Reservoirs Safety Project for further consideration in connection with the FY26 Transportation, Housing and Urban Development, and Related Agencies (THUD) Appropriations Bill.

The Nacimiento and San Antonio Dams and Reservoirs have served the California Central Coast well for decades, providing important flood management, water storage, habitat management, and recreational opportunities, but their reach extends throughout the nation. Stormwater stored in the winter not only reduces the impact of flooding, thereby reducing the potential burden of state and federal disaster response, but also provides for groundwater recharge that supports agricultural production through most of the Salinas Valley, which is the paramount producer of much of the nation's healthy, safe, and affordable fruits and vegetables.

We very much appreciate your selection and support for this important project and stand by to assist how we can in your future endeavors to advance the critical THUD Appropriations Bill. If you or your staff should care for a tour of our facilities and service area, or would care to discuss a water resource management issues, please always feel free to contact me directly. In the meantime, be well.

Respectfully,

Ara Azhderian

CC: Christopher Lopez, Chair, Monterey County Water Resources Agency  
The Honorable Adam Schiff, U.S. Senator for California  
The Honorable Zoe Lofgren, U.S. Congresswoman  
The Honorable Jimmy Panetta, U.S. Representative

The Water Resources Agency manages water resources sustainably,  
while minimizing impacts from flooding, for present and future generations.



# County of Monterey

**Item No.11**

## Board Report

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

**Legistar File Number: WRAG 25-102**

**June 16, 2025**

**Introduced:** 6/10/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

### Committee Agenda's and Cancellation Notices for May and June 2025:

- Water Resources Agency Reservoir Operations Advisory Committee
- Water Resources Personnel and Administration Committee Cancellation Notice
- Water Resources Agency Finance Committee
- Water Resources Agency Basin Management Advisory Committee Cancellation Notice
- Water Resources Agency Planning Committee
- Joint Water Resources/Board of Supervisors Leadership Committee Rescheduling Notice
- County of Monterey Legislative Committee Cancellation Notice

# County of Monterey

*Cayenne Room  
1441 Schillings Place  
Salinas, Ca 93901*



## Meeting Agenda

**Thursday, May 29, 2025**

**1:30 PM**

**Location: CAYENNE ROOM 1441 Schilling Place Salinas Ca.  
93901**

**Layla Decker remotely from Administrative Conference Room  
1065 Lake Nacimiento Rd. Bradley Ca. 93426**

### **Water Resources Agency Reservoir Operations**

#### **Advisory Committee**

*Ken Ekelund, Chair*

*Mark Gonzalez  
Jon Anthony  
Bill Lipe  
Anna McKenna  
Layla Decker  
Richard Ortiz  
Steve Blois*

*Matthew Simis  
Dennis Lebow  
Patrick Breen  
Marc Kelley  
Doug Scattini  
Zachary Barnes  
John Baillie*

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 end of 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)

+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 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 limite 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 Meeting held on April 24, 2025.

Attachments: [Draft ResOps Minutes April 24, 2025](#)

#### Staff Reports

2. Update on Committee Appointments. (Staff Presenting: Jason Demers)
3. Update on Golden Mussel Prevention Activities at Nacimiento and San Antonio Reservoirs. (Staff Presenting: Amy Woodrow)
4. Reservoir Storage and release Schedule Update. (Staff Presenting: Joseph Klein)

**Attachments:** [Reservoir Storage Release Update Report](#)  
[ResOps Slides 20250521](#)

5. Current Operations and Maintenance Activities at the Reservoirs. (Staff Presenting: Jason Demers)

**Status Reports**

- 6.
- Reservoir Recreation by Concessionaire and Parks Department
  - County of San Luis Obispo Activities
  - National Marine Fisheries Service
  - Invasive Mussel Update

**Calendar**

7. Set next meeting date and discuss future agenda items.

**Adjournment**

# County of Monterey

*Saffron Room  
1441 Schilling Place  
Salinas, CA 93901*



## Meeting Agenda

Friday, June 6, 2025

10:00 AM

Saffron Room 1441 Schilling Place, Salinas, Ca 93901

**Water Resources Agency Personnel and  
Administration Committee**

To participate in this Personnel And Administration 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/91370408511>  
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: 913 7040 8511 PASSWORD: 420486 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 PERSONNEL AND ADMINISTRATION COMMITTEE MEETING MAY BE PAUSED WHILE A FIX IS ATTEMPTED BUT THE 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 [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 Personnel and Administration Committee meeting date and agenda number in the subject line. Comments received by the 5:00 p.m. Thursday deadline will be distributed to the Committee and will be placed in the record.

5. If you wish to make either a general public comment for items not on the day's agenda or to

comment on a specific agenda item as it is being heard, please submit your comment, limited to 250 words or less, to the Monterey County Water Resources Agency at [WRAPubliccomment@countyofmonterey.gov](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. Finance Committee) and item number (i.e. Item No. 10). Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations. Comments received after an agenda item will be made part of the record if received prior to the end of the meeting.

6. If speakers or other members of the public have documents they wish to distribute to the Committee for an agenda item, they are encouraged to submit such documents by 5:00 p.m. on 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 Finance Committee date and agenda number in the subject line.

7. If members of the public want to present documents/Power Point presentations while speaking, they should submit the document electronically by 5:00 p.m. on Thursday before the meeting at [WRAPubliccomment@countyofmonterey.gov](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 Thursday prior to the Committee meeting in order to provide time for the Agency to address the request.

9. The Chair and/or Secretary may set reasonable rules as needed to conduct the meeting in an orderly manner.

Participar en esta reunión del Comité de Personal y Administración a través de los siguientes métodos:

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/91370408511>

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: 913 7040 8511 PASSWORD: 420486 . 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 TRANSMISIÓN DE ZOOM SE PIERDE POR CUALQUIER MOTIVO, LA REUNIÓN DEL COMITÉ DE PERSONAL Y ADMINISTRACIÓN PUEDE PAUSARSE MIENTRAS SE INTENTA UNA SOLUCIÓN, PERO LA REUNIÓN PUEDE CONTINUAR A DISCRECIÓN DEL PRESIDENTE.**

3. Los miembros del público que desean comentar en un artículo específico de la agenda, mientras que el artículo se este presentando durante la reunión, pueden participar por cualquiera de los siguientes medios: Cuando el Presidente del Comité solicite comentarios públicos sobre un artículo de la agenda, el anfitrión de la reunión Zoom o su designado, primero determinará quién quiere testificar (entre los que están en la reunión por vía electrónica o telefónica) y luego llamará a los oradores (speakers) y activará la bocina para el orador, uno a la vez. Todo orador, será transmitido por audio en altavoz solamente.

4. Si un miembro del público desea comentar sobre un artículo de la agenda en particular, se le es sumamente recomendable que envíe sus comentarios por escrito por correo electrónico a la Agencia de Administración de Recursos del Agua (Agencia) a [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov) antes de las 5:00 P. M. el Jueves antes de la reunión del Comité. Para ayudar al personal de la Agencia a identificar el número del artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique la fecha de la reunión del Comité y el número del artículo de la agenda en la línea de asunto. Comentarios recibidos en la fecha límite del Jueves a las 5 P.M, serán distribuidos al Comité y serán colocados en el registro.

5. Los miembros del público que deseen hacer un comentario público general para temas que no están en la agenda del día o que deseen comentar en un artículo específico mientras se escucha la presentación, lo pueden hacer enviando un comentario por correo electrónico, preferiblemente limitado a 250 palabras o menos, a [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov) Para ayudar al personal de la Agencia a identificar el artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique el nombre del Comité (por ejemplo: Comité de Personal y Administración) y el número del artículo de la agenda (por ejemplo: Artículo # 10). Se hará todo lo posible para leer el comentario en el registro, pero algunos comentarios pueden no leerse en voz alta debido a limitaciones de tiempo. Los comentarios recibidos después del cierre del período de comentarios públicos sobre un artículo de la agenda serán parte del registro si se reciben antes que

termine la reunión del Comité.

6. Si los oradores u otros miembros del público tienen documentos que desean distribuir al Comité para un artículo de la agenda, se les recomienda enviar dichos documentos antes de las 5:00 P.M. el Jueves antes de la reunión a: [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov) Para ayudar al personal de la Agencia a identificar el número del artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique la fecha de la reunión del Comité y el número de agenda en la línea de asunto.

7. Si los miembros del público desean presentar documentos o presentaciones de PowerPoint mientras hablan, deben enviar el documento electrónicamente antes de las 5:00 P.M. del Jueves antes de la reunión a [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov) (Si se presenta después de ese plazo, el personal hará los mejores esfuerzos, pero no puede garantizar que esté disponible su PowerPoint para presentar durante la reunión del Comité).

8. Las personas con discapacidades que deseen solicitar una modificación o modificación razonable para observar o participar en la reunión pueden realizar dicha solicitud enviando un correo electrónico a [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov) La solicitud debe hacerse a más tardar a mediodía del Jueves antes de a la reunión del Comité para dar tiempo a la Agencia para que atienda la solicitud .

9. El Presidente y / o Secretario pueden establecer reglas razonables según sea necesario para llevar a cabo la reunión de manera ordenada.

### Call to Order

### Roll Call

### Public Comment

### Committee Member Comments

### Consent Calendar

1. Approve the Minutes of the Personnel and Administration Committee held on April 4, 2025.

**Attachments:** [draft P&A Minutes April 4, 2025](#)

### Scheduled Items

2. Consider recommending that the Monterey County Water Resources Agency Board of Directors authorize Agency representative to vote in the 2025 Association of California Water Agencies (ACWA) elections. (Staff Presenter: Ara Azhderian)

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

**Status Reports**

3. Personnel Update. (Staff Presenter: Jessell Fenley)
4. Legislative and Regulatory Update. (Staff Presenter: Ara Azhderian)

**Calendar**

5. Set next meeting date and future agenda items.

**Adjournment**

# County of Monterey

*Saffron Room  
1441 Schilling Place  
Salinas, Ca 93901*



## Meeting Agenda

**Friday, June 6, 2025**

**8:30 AM**

**REVISED AGENDA - ADDENDUM/SUPPLEMENTAL**

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

## **Water Resources Agency Finance Committee**

*John Baillie  
Mark Gonzalez  
Mike LeBarre  
Matthew Simis*

To participate in this Finance Committee meeting through the following methods:

1. You may attend in person,
2. For ZOOM participation please join by computer audio at:

<https://montereycty.zoom.us/j/92403510520>

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

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US

+1 301 715 8592 US

Enter this Meeting ID number: 924 0351 0520 PASSWORD: 404237 when prompted. Please note there is no Participant Code, you will just hit # again after the recording prompts you. You will be placed in the meeting as an attendee; when you are ready to make a public comment, if joined by computer audio, please Raise your Hand; and by phone, please push \*9 on your keypad.

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

3. If you wish to comment on a specific agenda item while the matter is being heard, you may participate by the following means: When the Chair calls for public comment on an agenda item, the Zoom Meeting Host, or his or her designee, will first ascertain who wants to comment (among those who are in the meeting electronically or telephonically) and will then call on speakers and un mute their device one at a time. Public speakers may be broadcast in audio form only.

4. If you wish to comment on a particular agenda item, please submit your comments in writing via email to Monterey County Water Resources Agency at [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov) by 5:00 p.m. on the Thursday prior to the Committee meeting. To assist Agency staff in identifying the agenda item to which the comment relates please indicate the Finance Committee meeting date and agenda number in the subject line. Comments received by the 5:00 p.m. Thursday deadline will be distributed to the Committee and will be placed in the record.

5. If you wish to make either a general public comment for items not on the day's agenda or to comment on a specific agenda item as it is being heard, please submit your comment, limited to 250 words or less, to the Monterey County Water Resources Agency at [WRAPubliccomment@countyofmonterey.gov](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. Finance Committee) and item number (i.e. Item No. 10). Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations. Comments received after an agenda item will be made part of the record if received prior to the end of the meeting.

6. If speakers or other members of the public have documents they wish to distribute to the Committee for an agenda item, they are encouraged to submit such documents by 5:00 p.m. on Thursday before the meeting to: [WRAPubliccomment@countyofmonterey.gov](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 Finance Committee date and agenda number in the subject line.

7. If members of the public want to present documents/Power Point presentations while speaking, they should submit the document electronically by 5:00 p.m. on Thursday before the meeting at [WRAPubliccomment@countyofmonterey.gov](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 Thursday prior to the Committee meeting in order to provide time for the Agency to address the request.

9. The Chair and/or Secretary may set reasonable rules as needed to conduct the meeting in an orderly manner.

Participar en esta reunión del Comité de Finanzas a través de los siguientes métodos:

1. Puede asistir en persona,

2. El público puede observar la reunión ZOOM a través de computadora haciendo clic en el siguiente enlace: <https://montereycty.zoom.us/j/92403510520>

O el público puede escuchar a través del teléfono llamando al:

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

3. Los miembros del público que desean comentar en un artículo específico de la agenda, mientras que el artículo se este presentando durante la reunión, pueden participar por cualquiera de los siguientes medios: Cuando el Presidente del Comité solicite comentarios públicos sobre un artículo de la agenda, el anfitrión de la reunión Zoom o su designado, primero determinará quién quiere testificar (entre los que están en la reunión por vía electrónica o telefónica) y luego llamará a los oradores (speakers) y activará la bocina para el orador, uno a la vez. Todo orador, será transmitido por audio en altavoz solamente.

4. Si un miembro del público desea comentar sobre un artículo de la agenda en particular, se le es sumamente recomendable que envíe sus comentarios por escrito por correo electrónico a la Agencia de Administración de Recursos del Agua (Agencia) a [WRAPublicComment@countyofmonterey.gov](mailto:WRAPublicComment@countyofmonterey.gov). antes de las 5:00 P. M. el Jueves antes de la reunión del Comité. Para ayudar al personal de la Agencia a identificar el número del artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique la fecha de la reunión del Comité y el número del artículo de la agenda en la línea de asunto. Comentarios recibidos en la fecha limite del Jueves a las 5 P.M, serán distribuidos al Comité y serán colocados en el registro.

5. Los miembros del público que deseen hacer un comentario público general para temas que no están en la agenda del día o que deseen comentar en un artículo específico mientras se escucha la presentación, lo pueden hacer enviando un comentario por correo electrónico, preferiblemente limitado a 250 palabras o menos, a [WRAPublicComment@countyofmonterey.gov](mailto:WRAPublicComment@countyofmonterey.gov). Para ayudar al personal de la Agencia a identificar el artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique el nombre del Comité (por ejemplo: Comité de Finanzas) y el número del artículo de la agenda (por ejemplo: Artículo # 10). Se hará todo lo posible para leer el comentario en el registro, pero algunos comentarios pueden no leerse en voz alta debido a limitaciones de tiempo. Los comentarios recibidos después del cierre del período de comentarios públicos sobre un artículo de la agenda serán parte del registro si se reciben antes que termine la reunión del Comité.

6. Si los oradores u otros miembros del público tienen documentos que desean distribuir al Comité para un artículo de la agenda, se les recomienda enviar dichos documentos antes de las 5:00 P.M. el Jueves antes de la reunión a: [WRAPublicComment@countyofmonterey.gov](mailto:WRAPublicComment@countyofmonterey.gov). Para ayudar al personal de la Agencia a identificar el número del artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique la fecha de la 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 Jueves antes de la reunión a [WRAPublicComment@countyofmonterey.gov](mailto:WRAPublicComment@countyofmonterey.gov) (Si se presenta después de ese plazo, el personal hará los mejores esfuerzos, pero no puede garantizar que esté disponible su PowerPoint para presentar durante la reunión del Comité).

8. Las personas con discapacidades que deseen solicitar una modificación o modificación razonable para observar o participar en la reunión pueden realizar dicha solicitud enviando un correo electrónico a [WRAPublicComment@countyofmonterey.gov](mailto:WRAPublicComment@countyofmonterey.gov). La solicitud debe hacerse a más tardar el mediodía del Jueves antes de a la reunión del Comité para dar tiempo a la Agencia para que atienda la solicitud .

9. El Presidente y / o Secretario pueden establecer reglas razonables según sea necesario para llevar a cabo la reunión de manera ordenada.

### Call to Order

### Roll Call

### Public Comment

### Committee Member Comments

### Presentations

1. Monterey One WaterWater Resources Agency program March 2025 Financial Report. (Presenters: M1W Cheri Freese and Lawrence Chiu)

**Attachments:** [M1W WRA program Financials](#)  
[M1W Year to Date Financials thru March 2025](#)

### Consent Calendar

2. Approve the Minutes of the Finance Committee meeting on May 2, 2025.

**Attachments:** [draft Finance Minutes May 2, 2025](#)

### Scheduled Items

3. Consider receiving the FY 25 AP10 Financials for All Agency Funds. (Staff Presenter: Nora Cervantes)

**Attachments:** [FY25 BoD Monthly Reports](#)

4. Consider recommending approval of Amendment No. 2 to the Professional Services Agreement with JDH Corrosion Consultants, Inc., to increase the dollar amount by \$150,000 for a total contract amount not-to-exceed \$323,780 and extend the term of the Agreement to June 30, 2028, to provide cathodic

protection engineering services for the Castroville Seawater Intrusion Project (CSIP); and authorize the General Manager to execute the Amendment. (Staff Presenter: Manuel Saavedra)

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

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

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

### **Calendar**

6. Set next meeting date and discuss future agenda items.

### **Adjournment**

7. Water Resources Agency Finance Committee Addenda/Revisions to Scheduled Item #3 on June 6, 2025:

1. Receive the Monterey County Water Resources Agency FY 2024-25 Financial Status Report through Period 10 - April 10, 2025.

**Attachments:** [WRA Financial FY2024-25 AP10 PPT](#)

8. Water Resources Agency Finance Committee Addenda/Revisions to Status Reports on June 6, 2025:

1. Fiscal Year 2024-2025 Hydroelectric Revenue Summary. (Staff Presenting; Nora Cervantes)

**Attachments:** [FY24-25 Hydro Revenue](#)



WATER RESOURCES AGENCY

MEMORANDUM

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Monterey County

DATE: May 23, 2025

**PUBLIC MEETING CANCELLATION NOTICE**

**THE BASIN MANAGEMENT ADVISORY  
COMMITTEE MEETING SCHEDULED FOR  
WEDNESDAY JUNE 4, 2025 @ 8:30 AM  
HAS BEEN CANCELLED.**

**THE NEXT MEETING IS SCHEDULED FOR  
WEDNESDAY JULY 2, 2025 @ 8:30 AM**

**WATER RESOURCES AGENCY  
1441 SCHILLING PLACE  
SALINAS, CA**

# County of Monterey

*Saffron Room  
1441 Schilling Place  
Salinas, CA 93901*



## Meeting Agenda

**Wednesday, June 4, 2025**

**10:00 AM**

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

## **Water Resources Agency Planning Committee**

*Deidre Sullivan, Chair  
Ken Ekelund  
Mark Gonzalez  
Matthew Simis*

To participate in this Planning Committee meeting through the following methods:

1. You may attend in person,
2. For ZOOM participation please join by computer audio at:  
<https://montereycty.zoom.us/j/95511982423>  
OR to participate by phone call any of these numbers below:  
+1 669 900 6833 US (San Jose)  
+1 346 248 7799 US (Houston)  
+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.

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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 In an effort to assist Agency staff in identifying the agenda item relating to your public comment please indicate in the subject line, the meeting body (i.e. Planning Committee) and item number (i.e. Item No. 10). Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations. Comments received after an agenda item will be made part of the record if received prior to the end of the meeting.

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9. The Chair and/or Secretary may set reasonable rules as needed to conduct the meeting in an orderly manner.

Participar en esta reunión del Comité de Planificación a través de los siguientes métodos:

1. Puede asistir en persona,

2. El público puede observar la reunión ZOOM a través de computadora haciendo clic en el siguiente enlace: <https://montereycty.zoom.us/j/95511982423>

O el público puede escuchar a través del teléfono llamando al:

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955 1198 2423, PASSWORD: 884853 . Tenga en cuenta que no hay un Código de participante, simplemente presionará # nuevamente después de que la grabación lo solicite. Se le colocará en la reunión como asistente; cuando esté listo para hacer un comentario público si se une al audio de la computadora, levante la mano; y por teléfono presione \* 9 en su teclado.

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

4. Si un miembro del público desea comentar sobre un artículo de la agenda en particular, se le es sumamente recomendable que envíe sus comentarios por escrito por correo electrónico a la Agencia de Administración de Recursos del Agua (Agencia) a [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov) antes de las 5:00 P. M. el Martes antes de la reunión del Comité. Para ayudar al personal de la Agencia a identificar el número del artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique la fecha de la reunión del Comité y el número del artículo de la agenda en la línea de asunto. Comentarios recibidos en la fecha límite del Martes a las 5 P.M, serán distribuidos al Comité y serán colocados en el registro.

5. Los miembros del público que deseen hacer un comentario público general para temas que no están en la agenda del día o que deseen comentar en un artículo específico mientras se escucha la presentación, lo pueden hacer enviando un comentario por correo electrónico, preferiblemente limitado a 250 palabras o menos, a [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov). Para ayudar al personal de la Agencia a identificar el artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique el nombre del Comité (por ejemplo: Comité de Planificación) y el número del artículo de la agenda (por ejemplo: Artículo # 10). Se hará todo lo posible para leer el comentario en el registro, pero algunos comentarios pueden no leerse en voz alta debido a limitaciones de tiempo. Los comentarios recibidos después del cierre del período de comentarios públicos sobre un artículo de la agenda serán parte del registro si se reciben antes que termine la reunión del Comité.

6. Si los oradores u otros miembros del público tienen documentos que desean distribuir al Comité

para un artículo de la agenda, se les recomienda enviar dichos documentos antes de las 5:00P.M. el Martes antes de la reunión a: [WRAPubliccomment@countyof.monterey.gov](mailto:WRAPubliccomment@countyof.monterey.gov). Para ayudar al personal de la Agencia a identificar el número del artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique la fecha de la reunion del Comité y el número de agenda en la línea de asunto.

7. Si los miembros del público desean presentar documentos o presentaciones de PowerPoint mientras hablan, deben enviar el documento electrónicamente antes de las 5:00 P.M. del Martes antes de la reunión a [WRAPubliccomment@countyof.monterey.gov](mailto:WRAPubliccomment@countyof.monterey.gov). (Si se presenta después de ese plazo, el personal hará los mejores esfuerzos, pero no puede garantizar que esté disponible su PowerPoint para presentar durante la reunión del Comité).

8. Las personas con discapacidades que deseen solicitar una modificación o modificación razonable para observar o participar en la reunión pueden realizar dicha solicitud enviando un correo electrónico a [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov). La solicitud debe hacerse a más tardar el mediodía del Martes antes de la reunión del Comité para dar tiempo a la Agencia para que atiendala solicitud.

9. El Presidente y / o Secretario pueden establecer reglas razonables según sea necesario para llevar a cabo la reunión de manera ordenada.

### Call to Order

### Roll Call

### Public Comment

### Committee Member Comments

### Consent Calendar

1. Approve the Action Minutes of the Planning Committee Meeting held on April 2, 2025.

**Attachments:** [draft Planning Minutes April 2, 2025](#)

### Staff Reports

2. Overview of the Draft Interlake Tunnel and San Antonio Spillway Modification Assessment Engineer's Report. (Staff Presenter: Amy Woodrow)

**Attachments:** [Board Report](#)  
[Draft ILT and SA Spillway Modification Engineers Report](#)  
[HBA Update Overview](#)

3. Update on the Agency's Strategic Planning Process. (Staff Presenter: Shaunna Murray)

**Attachments:** [Strategic Plan Update](#)  
[Baker Tilly Advisory Group, LP \(Termination Letter\)](#)

### **Calendar**

4. Set next meeting and discuss future agenda items.

### **Adjournment**



WATER RESOURCES AGENCY

MEMORANDUM

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MONTEREY COUNTY

DATE: May 22, 2025

**PUBLIC MEETING RESCHEDULING NOTICE**

**THE JOINT WATER RESOURCES/BOARD OF SUPERVISORS**

**LEADERSHIP COMMITTEE FOR**

**WEDNESDAY JUNE 4, 2025 @ 2:00PM**

**HAS BEEN RESCHEDULED.**

**THE NEXT MEETING IS SCHEDULED FOR**

**MONDAY JUNE 23, 2025 @ 1:00PM**

**WATER RESOURCES AGENCY  
1441 SCHILLING PLACE  
SALINAS, CA**

# CANCELLATION NOTICE



**The Legislative Committee  
meeting is cancelled on:**

**Monday, June 9, 2025**

*If you have any questions, please contact the  
Committee Secretary at (831) 759-6756*



# County of Monterey

**Item No.12**

## Board Report

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

**Legistar File Number: WRAG 25-103**

**June 16, 2025**

**Introduced:** 6/10/2025

**Version:** 1

**Current Status:** Agenda Ready

**Matter Type:** WR General Agenda

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

## Reservoir Storage & Release Update

### SUMMARY/DISCUSSION:

The Board of Directors receives monthly updates on the status of Agency reservoirs.

**RESERVOIR ELEVATION / STORAGE:** As of June 9, 2025, San Antonio Reservoir has a water surface elevation of approximately 759.0 feet (NGVD 29), with 231,950 acre-feet of water in storage. Nacimiento Reservoir has a water surface elevation of approximately 767.4 feet, with 216,430 acre-feet of water in storage. San Antonio Reservoir is currently at 69% of storage capacity and Nacimiento Reservoir is at 57% of capacity.

**SALINAS RIVER LAGOON:** The Agency facilitated a breach of the lagoon to alleviate localized flooding in accordance with the Agency's Sandbar Management Plan on Saturday, February 15th, 2025. The lagoon began to close on Wednesday, May 14, 2025, and was confirmed closed by agency staff on Friday, May 16, 2025. Agency staff cleaned debris and sand from the Old Salinas River approach and slide gate on Tuesday, May 20, 2025.

**RESERVOIR RELEASES:** Releases are being made from both reservoirs for beneficial uses including groundwater recharge, operation of the Salinas River Diversion Facility, and to allow for downstream fish passage to the Salinas Lagoon. Approximate releases as of June 9, 2025:

- Nacimiento Reservoir: 390 cfs
- San Antonio Reservoir: 75 cfs

Total releases from both reservoirs to the Salinas River are approximately 465 cfs. The following "provisional" flows have been recorded by the USGS:

- Nacimiento River below Nacimiento Dam 390 cfs
- Salinas River near Bradley: 490 cfs
- Salinas River at Soledad: 204 cfs
- Salinas River near Chualar: 95 cfs
- Salinas River near Spreckels: 38 cfs

Prepared by: Peter Kwiek, Associate Hydrologist (831) 755-4860



# County of Monterey

Item No.13

## Board Report

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

Legistar File Number: WRAG 25-104

June 16, 2025

**Introduced:** 6/10/2025

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

1. Letter dated May 19, 2025, to Gina Shultz, Acting Assistant Director for Ecological Services U.S. Fish and Wildlife Service, from Stephanie Knight-Dubien Agribusiness and Water Council of Arizona Jim Boyle, President Arizona Dairy Producers Trade Association; Ian Lyle, Director of Federal Relations Association of California Water Agencies Patrick Bray, Executive Arizona Farm and Ranch Group Curtis Lutje, President California Agricultural Irrigation Association Kari Fisher, Senior Director & Counsel, Legal Advocacy California Farm Bureau Beverly Idsinga, Executive Director Dairy Producers of New Mexico; Mike Kohler, Executive Director Dairy Producers of Utah Ken Curtis, General Manager, Dolores Water Conservancy District (COLORADO), Dan Keppen, Executive Director Family Farm Alliance, Nadine Bailey, Chief Operations Officer Family Water Alliance (CALIFORNIA), Johnny Amaral, Chief Operating Officer and Chief of External Affairs Friant Water Authority (CALIFORNIA), Rick Naerebout, Chief Executive Officer Idaho Dairymen's Association, Inc., Paul Arrington, Executive Director & General Counsel Idaho Water Users Association, Neil Maunu Inland Ports and Navigation Group, Janet Bailey, CEO Kansas Dairy Association, Urban Eberhart, General Manager Kittitas Reclamation District (WASHINGTON), Kelley Minty, Chair Klamath County Board of Commissioners (OREGON), Gene Souza, Executive Director Klamath Irrigation District (OREGON), Elizabeth Neilsen, Executive Director Klamath Water Users Association (CALIFORNIA / OREGON), Kevin Abernathy, General Manager Milk Producers Council (CALIFORNIA); Ned Coe, Chairman Modoc County Board of Supervisors (CALIFORNIA), Ara Azhderian, General Manager Monterey County Water Resources Agency (CALIFORNIA), Paul Bleiberg, Executive Vice President, Government Relations National Milk Producers Federation, Greg Morrison, Executive Vice-President National Water Resources Association; Tammy L. Dennee, CMP, CAE - Executive Director Oregon Cattlemen's Association; Jeff Stone, Executive Director Oregon Association of Nurseries 6; Greg Addington, Executive Director Oregon Farm Bureau; April Snell, Executive Director Oregon Water Resources Association; Tami Kerr, Executive Director Oregon Dairy Farmers Association; Garrett Edmonds, Director Public Lands Council; William Duncan, President Savery-Little Snake River Conservancy District (WYOMING); Nick Grounds, Manager Shasta View & Malin Irrigation Districts (OREGON) Nancy Ogren, Chair Siskiyou County Board of Supervisors (CALIFORNIA); Craig Caballero, Chief Executive Officer United Dairymen of Arizona; Mauricio Guardado, General Manager United Water Conservation District (CALIFORNIA); Mike Kohler, Executive Director Utah Dairymen's Association Dan Wood, Executive Director; Washington State Dairy Federation; John Stuhlmiller, Executive Director Washington State Water Resources Association; Dennis Nuxoll, Vice President, Federal Government Affairs Western Growers Association; Mark Herke, President Yakima-Klickitat Farm Association (WASHINGTON) Re: Agency Proposed Rule Rescinding the Definition of "Harm" Under the ESA Docket ID: FWS-HQ-ES-2025-0034

2. Letter dated April 29, 2025, to Shaunna Murray, Deputy General Manager from Mark and Maggie Vock re: Roads surrounding Lake Nacimiento.
  
3. Email Correspondence dated June 11, 2025, to Board of Directors, Monterey County Water Resources Agency from Bill Lipe re: Public Comment: Item 2.4 - In Support of Advisory Committee Reforms and Procedural Integrity.
  
4. Email Correspondence dated June 11, 2025, to Chair Cremers and Board of Directors, SVBGSA and Monterey County Water Resources Agency from Bill Lipe re: Public Comment: Item 2.4 - In Support of Advisory Committee Reforms and Procedural Integrity. (Revised)
  
5. Email Correspondence dated June 11, 2025, Board of Directors, Monterey County Water Resources Agency from Bill Lipe re: Agenda Item 2.5 - AB 1413 (Papan): Sustainable Groundwater Management Act - Groundwater Adjudication.

May 19, 2025

**VIA ELECTRONIC DELIVERY:** [www.regulations.gov](http://www.regulations.gov)

Ms. Gina Shultz  
Acting Assistant Director for Ecological Services  
U.S. Fish and Wildlife Service  
MS: PRB/3W  
5275 Leesburg Pike  
Falls Church, VA 22041-3803

**Re: Agency Proposed Rule Rescinding the Definition of “Harm” Under the ESA  
Docket ID: FWS-HQ-ES-2025-0034**

Dear Acting Assistant Director Shultz:

The undersigned organizations and their members appreciate the opportunity to provide comments regarding the U.S. Fish and Wildlife Service’s and National Oceanic and Atmospheric Administration’s (“the Services”) proposed rule rescinding the regulatory definition of “harm” in current Endangered Species Act (ESA) Code of Federal Regulations.

In short, we strongly support this proposed rule to restore common sense and bring federal executive branch implementation of the ESA more in line with the law and congressional intent. In administering sections 9, 10 and 7(b)(4) the ESA, the Services (and courts) should be required to clearly identify *actual* harm to species where they are found, not some vague, attenuated potential impact, or overall change in ecological condition. The Services should make clear that “harm” requires a showing of objectively discernible, negative physical impact to one or more identified members of a species.

We represent thousands of farmers and ranchers who produce the food our nation relies upon, and the water providers, businesses and communities who are critical in that work, as well as many of the local and regional public water agencies that supply municipal water to millions of Western urban, suburban and rural residents.

Our organizations know firsthand the negative economic and social impacts caused by federal implementation of the ESA. Multiple federal agencies’ ESA consultations, biological opinions and (often-conflicting) mitigation mandates, as well as endless ESA litigation, drive up costs, increase uncertainty, and slow or even block important agriculture-related activities and federal water projects and water management activities. Our organizations have a strong affinity for our national environmental heritage and have an understanding for - and when - some costs and burdens of ESA decision-making are linked with concrete outcomes and protections to species.

According to the Services, there are currently 1,519 species on the U.S. ESA list,<sup>1</sup> and over 107 million acres and tens of thousands of river miles have been designated as critical habitat.<sup>2</sup> As enacted, the ESA makes it “unlawful for any person...to take any...[endangered species of fish or wildlife listed] within the United States.”<sup>3</sup> “Take” is further defined under the ESA to include almost any direct activity that results in measurable harm or injury to a member of a listed species.<sup>4</sup>

The current regulation, 50 C.F.R. §17.3, defines “harm” as encompassing actions including “habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.”<sup>5</sup> This overbroad definition has been used by the Services in the decades since ESA’s passage to slow, halt, or block countless activities that are critical to sustain the economic livelihoods of private landowners, farmers, ranchers, water users, rural communities and all others affected by the sometimes arbitrary and overly precautionary decisions of federal regulators. It also has contributed to ESA-related lawsuits that can bring increased risks and costs to targeted defendants. These lawsuits are initiated by environmental plaintiffs that seek taxpayer-funded attorney fees award rather than contribute to solutions that could help ecosystems.

The current ESA “harm” definition has also led to increased threats of federal enforcement against activities which the Services deem have indirectly modified species habitat, unless a permit is obtained. Routinely, the Services have used the current, expansive definition of “harm” to impose regulatory burdens based on subjective preferences for the ecosystem rather than known consequences to individual members of a species.

For example, irrigation water users in the Klamath Project, a federal reclamation project, are hundreds of miles away from the ocean. Yet through incidental take statements in biological opinions, they are regulated based on purported take of the Southern Resident killer whale. This attenuated logic consists of regulation of flows for Klamath River Chinook salmon, a non-listed fish species, which, during some days in a year, make up a small percentage of the diet of the Southern Resident killer whale. Food producers in California and Oregon are assumed to “harm” whales, and, on that basis, the terms and conditions of incidental take statements place strict constraints on their water use.

Under the ESA, the definition of “harm” is directly related to the extent of critical habitat that can be proposed for a given species, which can in turn subject vast expanses of land and water to potential regulation under the ESA. For example, the initial October 2013 proposed Rule for Threatened Status for the Western Distinct Population Segment of the Yellow-billed Cuckoo included 546,335 acres of critical habitat west of the crest of the Rocky Mountains. Our experience with critical habitat for listed species is that the implications for affected activities extend far beyond just government-owned lands

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<sup>1</sup> <https://ecos.fws.gov/ecp0/reports/ad-hoc-species-report?kingdom=V&kingdom=I&status=E&status=T&status=EmE&status=EmT&status=EXPE&status=EXPN&status=SAE&status=SAT&mapstatus=3&fcrithab=on&fstatus=on&fspecrule=on&finvpop=on&fgroup=on&header=Listed+Animals> (last accessed April 23, 2025)

<sup>2</sup> <https://ecos.fws.gov/ecp/report/table/critical-habitat.html> (last accessed April 23, 2025)

<sup>3</sup> 16 U.S.C. §1538(a)(1)(B).

<sup>4</sup> 16 U.S.C. §1532(19), defining “take” as meaning “to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct.”

<sup>5</sup> *Id.*

to private property owners and business, as well. Layers of regulatory requirements and permitting hurdles make project delivery far more costly and time-consuming. Ironically, this goes as much for infrastructure and operations as for environmentally beneficial restoration and conservation-oriented projects. This directly and indirectly impacts our constituencies.

The Services' current interpretation of "harm" has resulted in significant increased costs, delays and uncertainty to those who must obtain federal take permits to avoid federal enforcement. Landowners seeking permits have often been forced to pay thousands of dollars and wait months or years for permits or pay additional costly mitigation mandated by the Services. Such requirements often make important activities cost-prohibitive, yet with no empirical measure of how the mitigation measures help or hurt. Perversely, even some activities that would actually help endangered and threatened species—such as thinning forests and reducing fuels buildup to prevent catastrophic wildfires are blocked by extreme litigious groups on the grounds that these actions would modify the habitat of a listed species and thereby constitute "take".

For example, one thinning project on the Klamath National Forest in Northern California was held up for more than a decade by activists who claimed they wanted to protect endangered spotted owls. In the meantime, a wildfire burned the owl habitat to the ground in 2021. A few years earlier, a similar story played out on the Helena-Lewis and Clark National Forest in Montana, when wildlife habitat went up in flames after a forest treatment project spent seven years bound up in litigation and agency red tape.

Instead of imposing costly and sometimes burdensome regulatory mandates, the Services should be focusing taxpayers' dollars on actions proven to actually protect and restore species - and which follow the law.

The rule also is consistent with recent important emergency Executive Orders signed by the President to encourage water delivery, energy exploration, and to review impediments created by the ESA.<sup>6</sup> To ensure that food can continue to be safely and affordably produced in the West, and that communities, large and small, continue to have access to the water critical to their economies and their health, our organizations wholeheartedly support the proposed rule to rescind both of the Services' regulations defining "harm" under the ESA. In administering sections 9, 10 and 7(b)(4) the ESA, the Services (and courts) should be required to clearly identify *actual* harm to species where they are found, not some vague, attenuated potential impact, or overall change in ecological condition. The Services should make clear that "harm" requires a showing of objectively discernible, negative physical impact to one or more identified members of a species.

The regulatory implementation of the 50+ year-old ESA has created challenges for the industries we represent, and there are other aspects of ESA administration that we continue to have concerns with. However, by focusing the definition of "harm" we believe that tenuous and speculative regulatory oversight and related litigation would be reduced or eliminated. This would bring some relief to farmers, ranchers, water managers, energy producers, Western communities and many more. The

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<sup>6</sup> See E.O. 14156 "Declaring a National Energy Emergency," and E.O. 14181 "Emergency Measures to Provide Water Resources in California and Improve Disaster Response in Certain Areas."

proposed rule will also bring improved consistency and certainty to ESA consultations and focus more scarce resources towards actions that will more effectively protect and restore species while also protecting people. To be clear, we live and work in the West, and we embrace our natural heritage. However, species recovery and economic prosperity do not have to be mutually exclusive.

Thank you for this opportunity to comment on this proposed rule. If you have any questions about this letter, please do not hesitate to contact Dan Keppen at (541)- 892-6244.

Sincerely,

Stephanie Knight-Dubien  
Agribusiness and Water Council of Arizona

Jim Boyle, President  
Arizona Dairy Producers Trade Association

Ian Lyle, Director of Federal Relations  
Association of California Water Agencies

Patrick Bray, Executive  
Arizona Farm and Ranch Group

Curtis Lutje, President  
California Agricultural Irrigation Association

Kari Fisher, Senior Director & Counsel, Legal Advocacy  
California Farm Bureau

Beverly Idsinga, Executive Director  
Dairy Producers of New Mexico

Mike Kohler, Executive Director  
Dairy Producers of Utah

Ken Curtis, General Manager  
Dolores Water Conservancy District (COLORADO)

Dan Keppen, Executive Director  
Family Farm Alliance

Nadine Bailey, Chief Operations Officer  
Family Water Alliance (CALIFORNIA)

Johnny Amaral, Chief Operating Officer and Chief of External Affairs  
Friant Water Authority (CALIFORNIA)

Rick Naerebout, Chief Executive Officer  
Idaho Dairymen's Association, Inc.

Paul Arrington, Executive Director & General Counsel  
Idaho Water Users Association

Neil Maunu  
Inland Ports and Navigation Group

Janet Bailey, CEO  
Kansas Dairy Association

Urban Eberhart, General Manager  
Kittitas Reclamation District (WASHINGTON)

Kelley Minty, Chair  
Klamath County Board of Commissioners (OREGON)

Gene Souza, Executive Director  
Klamath Irrigation District (OREGON)

Elizabeth Neilsen, Executive Director  
Klamath Water Users Association (CALIFORNIA / OREGON)

Kevin Abernathy, General Manager  
Milk Producers Council (CALIFORNIA)

Ned Coe, Chairman  
Modoc County Board of Supervisors (CALIFORNIA)

Ara Azhderian, General Manager  
Monterey County Water Resources Agency (CALIFORNIA)

Paul Bleiberg, Executive Vice President, Government Relations  
National Milk Producers Federation

Greg Morrison, Executive Vice-President  
National Water Resources Association

Tammy L. Dennee, CMP, CAE – Executive Director  
Oregon Cattlemen's Association

Jeff Stone, Executive Director  
Oregon Association of Nurseries

Greg Addington, Executive Director  
Oregon Farm Bureau

April Snell, Executive Director  
Oregon Water Resources Association

Tami Kerr, Executive Director  
Oregon Dairy Farmers Association

Garrett Edmonds, Director  
Public Lands Council

William Duncan, President  
Savery-Little Snake River Conservancy District (WYOMING)

Nick Grounds, Manager  
Shasta View & Malin Irrigation Districts (OREGON)

Nancy Ogren, Chair  
Siskiyou County Board of Supervisors (CALIFORNIA)

Craig Caballero, Chief Executive Officer  
United Dairymen of Arizona

Mauricio Guardado, General Manager  
United Water Conservation District (CALIFORNIA)

Mike Kohler, Executive Director  
Utah Dairymen's Association

Dan Wood, Executive Director  
Washington State Dairy Federation

John Stuhlmiller, Executive Director  
Washington State Water Resources Association

Dennis Nuxoll, Vice President, Federal Government Affairs  
Western Growers Association

Mark Herke, President  
Yakima-Klickitat Farm Association (WASHINGTON)



April 29, 2025

Mr/Mrs Mark Vock  
2712 Turkey Cove Rd  
Bradley, CA 93426

Monterey County Water Resources Agency  
1441 Schilling Place, North Building  
Salinas, CA 93901  
Attn: Shaunna Murray, Deputy General Manager

RE: ROADS SURROUNDING LAKE NACIMIENTO

Dear Ms. Murray,

I have been driving the roads surrounding Lake Nacimiento, twice a day, having to go to and from work, almost colliding with oncoming traffic because of the condition of the roads, which are in desperate need of a robust repair.

The pot holes that are temporarily filled in, generally only last a few weeks, maybe a month, then they become bigger, making it more necessary to go over the lane solid lines, in oncoming traffic, to avoid tire damage. The area in question is just under the county line, which is, I was told, under your purview, on the north side of the dam, and the south side, going east toward town. I would like to know who to send my tire repair bill to in the event I cannot avoid them.

What will it take to get a more permanent repair to these roads? Someone getting injured, or worse yet, someone getting killed before something is done about this situation?

I have reached out to Monterey County Public Works, Facilities and Parks, with our concerns about the aforementioned road conditions and the roads are then 'temporarily' fixed. I implore you, Ms. Murray, please, the public depends on that road. If you had to travel that road to work every day, at 5 a.m./5:30 p.m., and not be able to exhale till you reached Interlake Road, you would know what many of us have to deal with, and that is just in dry conditions. It is worse when it rains.

If you have any questions, please feel free to contact us at the above address. Thank you.

Sincerely and with respect,

Mark and Margie Vock

CC: Ara Azhderian, General Manager; Chris Lopez, MCBOS, District 3

**From:** [Gonzales, Eva](#)  
**To:** [Deidre Sullivan \(DeidreSullivan5@gmail.com\)](#); [Donlon, Kelly L.](#); [Jason Smith \(jason.smith@smithfamilywines.com\)](#); [John Baillie \(john@celeryhearts.com\)](#); [Jon Conatser](#); [Kenneth O. Ekelund \(ken@carmelcaninesports.com\)](#); [Mark Gonzalez \(markgonzalez51@gmail.com\)](#); [Matt Simis](#); [Mike LeBarre \(mlebarre@kingcity.com\)](#); [Mike Scattini \(scat461@aol.com\)](#)  
**Cc:** [Azhderian, Ara](#); [Murray, Shaunna L.](#); [Fenley, Jessell M.](#)  
**Subject:** FW: Public Comment: Item 2.4 - In Support of Advisory Committee Reforms and Procedural Integrity  
**Date:** Wednesday, June 11, 2025 4:27:00 PM

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Good afternoon,

I hope you're having a good day thus far, please see comment letter received.

Thank you & have a great evening,



*Eva Gonzales, Senior Secretary – Confidential*  
**Monterey County Water Resources Agency**  
1441 Schilling Place, North Building, Salinas, CA 93901  
Contact: 831.788.3309 or [gonzalesel@countyofmonterey.gov](mailto:gonzalesel@countyofmonterey.gov)  
Website: [www.mcwater.info](http://www.mcwater.info)

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**From:** Bill Lipe <[william.o.lipe@gmail.com](mailto:william.o.lipe@gmail.com)>  
**Sent:** Wednesday, June 11, 2025 3:28 PM  
**To:** Clerks <[clerk@svbgsa.org](mailto:clerk@svbgsa.org)>  
**Cc:** ClerkoftheBoard <[cob@countyofmonterey.gov](mailto:cob@countyofmonterey.gov)>; MC Water <[OfficeAssistantII@countyofmonterey.gov](mailto:OfficeAssistantII@countyofmonterey.gov)>  
**Subject:** Public Comment: Item 2.4 - In Support of Advisory Committee Reforms and Procedural Integrity

[CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know the content is safe. ]

Please forward to the Directors. As always, thank you!

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## To the Board of Directors

### Re: Public Comment in Support of Advisory Committee Reforms and Procedural Integrity

Chair Cremers and Members of the Board,

I write in full support of the proposed amendments to the Advisory Committee structure, particularly the clearer process surrounding appointments — including the addition of publicly accessible, merit-based at-large seats.

I can personally attest that the last round of Advisory Committee appointments — specifically to the 180-400 Subbasin Implementation Committee — was a disheartening process. It was,

frankly, confusing and frustrating to witness. Publicly posted deadlines were sidestepped without explanation. One applicant, Greg Scattini — a coastal grower and chair of the Salinas Basin Water Alliance — was allowed to submit his application after the published deadline. That application was sparse, with at least one question answered by copy-pasting another. You can confirm this in the record. And yet, he was seated.

This might seem a small procedural detail, but it matters. Trust in this process begins with the basics — honoring deadlines, respecting public notice, and applying standards equally.

As it stands, it appears that **six of thirteen members** on the 180-400 committee are either employees of members, members or on the board of directors of the Salinas Basin Water Alliance. That concentration of affiliation doesn't just reflect an imbalance of perspective — it anchors the conversation to a narrow corridor of influence at the very moment when this agency is charged with solving groundwater overdraft and seawater intrusion. That's not a healthy democratic mix. That's consolidation.

I raise this not to question individuals, but to question systems. I've seen — directly — how decisions get made when applications are weighed not by what's written, but by who's writing. I've seen qualified, committed people discarded because they didn't fit someone's internal narrative or political comfort zone. That's not how public appointments are supposed to work.

So here's the ask: **weigh applications by merit**, not by grudge, or history, or faction. And when you cast votes for appointments, do so as public servants, not gatekeepers. The revised Advisory Committee structure gives you a chance to do this better. It introduces equity where there's been imbalance, transparency where there's been doubt, and clarity where ambiguity has covered for favoritism.

I want to be clear: I don't write this out of spite or animosity. Life's too short for that nonsense. I write it because I've walked this path — as a former board member and now as a member of the public. And I still care deeply about the health of this agency, the water we all depend on, and the integrity of the process that's supposed to protect it.

To staff — especially Piret and the team — thank you for your work in shaping a more defensible, inclusive framework. It's overdue, and appreciated. To the Board: may you use it wisely, and honor it with the fairness it was built to ensure.

Respectfully,  
Bill Lipe  
Former Upper Valley SVBGSA Board Member  
Salinas, 93908

**From:** [Gonzales, Eva](#)  
**To:** [Deidre Sullivan \(DeidreSullivan5@gmail.com\)](#); [Donlon, Kelly L.](#); [Jason Smith \(jason.smith@smithfamilywines.com\)](#); [John Baillie \(john@celeryhearts.com\)](#); [Jon Conatser](#); [Kenneth O. Ekelund \(ken@carmelcaninesports.com\)](#); [Mark Gonzalez \(markgonzalez51@gmail.com\)](#); [Matt Simis](#); [Mike LeBarre \(mlebarre@kingcity.com\)](#); [Mike Scattini \(scat461@aol.com\)](#)  
**Cc:** [Azhderian, Ara](#); [Murray, Shaunna L.](#); [Fenley, Jessell M.](#)  
**Subject:** FW: Public Comment: Item 2.4 - In Support of Advisory Committee Reforms and Procedural Integrity  
**Date:** Thursday, June 12, 2025 8:20:00 AM  
**Attachments:** [FW Agenda Item 2.5 AB 1413 \(Papan\) Sustainable Groundwater Management Act Groundwater Adjudication.msg](#)

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Good morning,

I hope this email finds you well, please see public comment attached and email below received.

Thank you,



*Eva Gonzales, Senior Secretary – Confidential*  
**Monterey County Water Resources Agency**  
1441 Schilling Place, North Building, Salinas, CA 93901  
Contact: 831.788.3309 or [gonzalesel@countyofmonterey.gov](mailto:gonzalesel@countyofmonterey.gov)  
Website: [www.mcwater.info](http://www.mcwater.info)

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**From:** Bill Lipe <[william.o.lipe@gmail.com](mailto:william.o.lipe@gmail.com)>  
**Sent:** Wednesday, June 11, 2025 4:29 PM  
**To:** Clerks <[clerk@svbgsa.org](mailto:clerk@svbgsa.org)>  
**Cc:** ClerkoftheBoard <[cob@countyofmonterey.gov](mailto:cob@countyofmonterey.gov)>; MC Water <[OfficeAssistantII@countyofmonterey.gov](mailto:OfficeAssistantII@countyofmonterey.gov)>  
**Subject:** Re: Public Comment: Item 2.4 - In Support of Advisory Committee Reforms and Procedural Integrity

[CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know the content is safe. ]

Chair Cremers and members of the Board,

I write to clarify and revise my previous comments concerning **Item 2.4 – Advisory Committee Structure**.

Upon review, I recognize that my earlier letter mistakenly addressed the subbasin implementation committees, when in fact the agenda item pertains **solely to the SVBGSA Advisory Committee**. That confusion was mine, and I offer this letter as a sincere apology and correction. Thank you for your grace and understanding.

That said, I want to clearly reaffirm: **I fully support the proposed changes to the Advisory Committee**. The structure now being advanced reflects a thoughtful, streamlined, and community-centered approach. It's the right direction—one that will help ensure the Advisory Committee delivers focused, practical, and representative recommendations to the

Board.

My earlier comments regarding frustrations with the appointment process still stand. These were drawn from lived experience and a pattern I've observed across multiple county processes: **appointments are too often opaque, inconsistently applied, and not demonstrably grounded in the merit or qualifications of the applicants.** This is not an abstract grievance. It reflects a recurring public reality—one that discourages civic participation and dims trust in the institutions we depend on.

The origin of my confusion lies in this: I believe the **subbasin implementation committees** could benefit from adopting a structure similar in clarity and intent to what is now being proposed for the Advisory Committee. That was the root of my original message—and I appreciate the opportunity to explain it more clearly here.

This is a vital moment for water governance in Monterey County. Getting the structure right matters. Ensuring legitimacy, accountability, and effectiveness in all committee representation—Advisory or implementation—is foundational to our success.

Thank you again for your work and your consideration.

Respectfully,  
Bill Lipe

Salinas, 93908

On Wed, Jun 11, 2025 at 3:28 PM Bill Lipe <[william.o.lipe@gmail.com](mailto:william.o.lipe@gmail.com)> wrote:

Please forward to the Directors. As always, thank you!

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**To the Board of Directors**

**Re: Public Comment in Support of Advisory Committee Reforms and Procedural Integrity**

Chair Cremers and Members of the Board,

I write in full support of the proposed amendments to the Advisory Committee structure, particularly the clearer process surrounding appointments — including the addition of publicly accessible, merit-based at-large seats.

I can personally attest that the last round of Advisory Committee appointments — specifically to the 180-400 Subbasin Implementation Committee — was a disheartening process. It was, frankly, confusing and frustrating to witness. Publicly posted deadlines were sidestepped without explanation. One applicant, Greg Scattini — a coastal grower and chair of the Salinas Basin Water Alliance — was allowed to submit his application after the published deadline. That application was sparse, with at least one question answered by copy-pasting another. You can confirm this in the record. And yet, he was seated.

This might seem a small procedural detail, but it matters. Trust in this process begins with the basics — honoring deadlines, respecting public notice, and applying standards equally.

As it stands, it appears that **six of thirteen members** on the 180-400 committee are either employees of members, members or on the board of directors of the Salinas Basin Water Alliance. That concentration of affiliation doesn't just reflect an imbalance of perspective — it anchors the conversation to a narrow corridor of influence at the very moment when this agency is charged with solving groundwater overdraft and seawater intrusion. That's not a healthy democratic mix. That's consolidation.

I raise this not to question individuals, but to question systems. I've seen — directly — how decisions get made when applications are weighed not by what's written, but by who's writing. I've seen qualified, committed people discarded because they didn't fit someone's internal narrative or political comfort zone. That's not how public appointments are supposed to work.

So here's the ask: **weigh applications by merit**, not by grudge, or history, or faction. And when you cast votes for appointments, do so as public servants, not gatekeepers. The revised Advisory Committee structure gives you a chance to do this better. It introduces equity where there's been imbalance, transparency where there's been doubt, and clarity where ambiguity has covered for favoritism.

I want to be clear: I don't write this out of spite or animosity. Life's too short for that nonsense. I write it because I've walked this path — as a former board member and now as a member of the public. And I still care deeply about the health of this agency, the water we all depend on, and the integrity of the process that's supposed to protect it.

To staff — especially Piret and the team — thank you for your work in shaping a more defensible, inclusive framework. It's overdue, and appreciated. To the Board: may you use it wisely, and honor it with the fairness it was built to ensure.

Respectfully,  
Bill Lipe  
Former Upper Valley SVBGSA Board Member  
Salinas, 93908

**From:** [Gonzales, Eva](#)  
**To:** [Azhdarian, Ara](#); [Deidre Sullivan \(DeidreSullivan5@gmail.com\)](#); [Donlon, Kelly L.](#); [Jason Smith \(jason.smith@smithfamilywines.com\)](#); [John Baillie \(john@celeryhearts.com\)](#); [Jon Conatser](#); [Kenneth O. Ekelund \(ken@carmelcaninesports.com\)](#); [Mark Gonzalez \(markgonzalez51@gmail.com\)](#); [Matt Simis](#); [Mike LeBarre \(mlebarre@kingcity.com\)](#); [Mike Scattini \(scat461@aol.com\)](#); [Murray, Shaunna L.](#)  
**Cc:** [Fenley, Jessell M.](#)  
**Subject:** RE: Agenda Item 2.5 – AB 1413 (Papan): Sustainable Groundwater Management Act – Groundwater Adjudication  
**Date:** Thursday, June 12, 2025 5:20:00 PM

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Good evening,

I hope you had a good day , please see comment letter received.

Thank you & have a great evening,



*Eva Gonzales, Senior Secretary – Confidential*  
**Monterey County Water Resources Agency**  
1441 Schilling Place, North Building, Salinas, CA 93901  
Contact: 831.788.3309 or [gonzalesel@countyofmonterey.gov](mailto:gonzalesel@countyofmonterey.gov)  
Website: [www.mcwater.info](http://www.mcwater.info)

---

**From:** Bill Lipe <[william.o.lipe@gmail.com](mailto:william.o.lipe@gmail.com)>  
**Sent:** Wednesday, June 11, 2025 4:58 PM  
**To:** Clerks <[clerk@svbgsa.org](mailto:clerk@svbgsa.org)>  
**Cc:** Piret Harmon <[harmonp@svbgsa.org](mailto:harmonp@svbgsa.org)>; ClerkoftheBoard <[cob@countyofmonterey.gov](mailto:cob@countyofmonterey.gov)>; MC Water <[OfficeAssistantII@countyofmonterey.gov](mailto:OfficeAssistantII@countyofmonterey.gov)>  
**Subject:** Agenda Item 2.5 – AB 1413 (Papan): Sustainable Groundwater Management Act – Groundwater Adjudication

[CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know the content is safe. ]

Please distribute to the board. Thank you.

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**Re: Agenda Item 2.5 – AB 1413 (Papan): Sustainable Groundwater Management Act – Groundwater Adjudication**

**Date: June 12, 2025**

Chair and Board Members,

I recommend the Board table this item until the specific amendment language referenced by the opposition coalition is made public. At present, no redlines or text changes have been provided in the agenda packet or made available for public review. Without this information, it is not possible to meaningfully evaluate what changes are being proposed or how they might alter the bill's legal or practical effects.

SGMA-related legislation deserves the same level of transparency applied to agency

documents—side-by-side comparisons, tracked changes, and clarity of intent. Until that’s available, advancing a position—especially one of opposition—would be premature.

**If the Board proceeds with a decision today, I would encourage support for AB 1413.**

**Key reasons include:**

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### **Legal and Institutional Merits of Supporting AB 1413**

- **Preserves Validated GSPs:**

AB 1413 gives legal standing to GSPs that were not timely challenged. SVBGSA’s adopted plans would benefit directly, reinforcing their use in adjudication without reopening sustainable yield determinations.

- **Streamlines Litigation:**

The bill consolidates GSP-related claims into adjudications and requires threshold resolution of sustainable yield. This avoids fragmented challenges and promotes efficiency in legal proceedings.

- **Affirms Local Authority:**

Courts retain jurisdiction over water rights, but cannot override GSP yield estimates unless the plan is first found invalid. This reinforces SGMA’s framework and preserves the agency’s role as basin manager.

- **Limits Uncertainty:**

The bill reduces the risk of prolonged or duplicative litigation over core technical components already reviewed by DWR, helping the GSA implement plans with greater confidence.

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### **Conclusion**

Tabling the item remains the most prudent course unless amendment language is made available. But if a vote is taken, the legal and operational benefits to the GSA weigh in favor of supporting AB 1413.

Thank you for your consideration.

Sincerely,  
Bill Lipe

Salinas, 93908



# United States Department of the Interior

U.S. GEOLOGICAL SURVEY  
California Water Science Center  
6000 J Street  
Sacramento, CA 95819

July 30, 2024

Peter Kwiek  
Associate Hydrologist  
Monterey County Water Resources Agency  
1441 Schilling Place P.O Box 930  
Salinas, CA 93902

Dear Peter Kwiek:

Attached is the Joint Funding Agreement (JFA) 25ZGJFA03000020, signed by our agency, for your approval to enact the cost changes to the project(s) California Water Science Center Water Resources Investigations, during the period October 1, 2024 through September 30, 2025 in the amount of \$230,060 from your agency. U.S. Geological Survey contributions for this agreement are \$55,050 for a combined total of \$285,110. If you are in agreement with this proposed program, please return the fully executed signed copy to CAgageADMIN@usgs.gov (preferred) or send one fully executed paper copy to Cade Castro at the address in the letter head.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2024**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Anthony Guerriero at (831) 460-7494 or email aguerrie@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Cade Castro at phone number (970) 462-2034 or ccastro@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

ANKE MUELLER-  
SOLGER

Digitally signed by ANKE  
MUELLER-SOLGER  
Date: 2024.07.30  
09:23:39 -07'00'

Anke Mueller-Solger  
Director, USGS California Water Science Center

Enclosure  
Detailed Summary

**Form 9-1366  
(May 2018)**

**U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations**

**Customer #: 600000803  
Agreement #: 25ZGJFA03000020  
Project #: ZG00GZV  
TIN #: 94-6000524**

**Fixed Cost Agreement YES[ X ] NO[ ]**

THIS AGREEMENT is entered into as of the October 1, 2024, by the U.S. GEOLOGICAL SURVEY, California Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Monterey County Water Resources Agency party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for negotiated deliverables (see attached), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$55,050 by the party of the first part during the period October 1, 2024 to September 30, 2025
- (b) \$230,060 by the party of the second part during the period October 1, 2024 to September 30, 2025
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices>).



**FY 2025 USGS Cooperative Water Program**

Agreement Period Oct 1, 2024 - Sept 30, 2025  
 Agreement # 25ZGJFA03000020

7/29/2024

**USGS Contact:**

Anthony Guerriero  
 2885 Mission Street  
 Santa Cruz CA 95060  
 (831) 460-7494  
 aguerrie@usgs.gov

**Monterey County Water Resources Agency**

Mr. Peter Kwiek  
 Associate Hydrologist  
 Monterey County Water Resources Agency  
 Post Office Box 930  
 Salinas, California 93902

**Program Total = \$285,110**  
**USGS Cooperative Matching Funds = \$55,050**  
**Cooperator Total = \$230,060**

Type	Station Number	Station Name	Activity	Activity Cost	USGS Funds	Cooperator Funds
SW	11143000	Big Sur R nr Big Sur CA	Streamflow, continuous (CMF)	\$ 26,710	\$ 7,340	\$ 19,370
SW	11143200	Carmel R a Robles Del Rio CA	Streamflow, continuous (CMF)	\$ 26,710	\$ 7,340	\$ 19,370
SW	11147500	Salinas R a Paso Robles CA (50% Split with San Luis Obispo County FC&WD)	Streamflow, continuous (CMF)	\$ 13,360	\$ 3,670	\$ 9,690
SW	11148900	Nacimiento R bl Sapaque C nr Bryson CA	Streamflow, continuous (CMF)	\$ 26,710	\$ 7,340	\$ 19,370
SW	11149400	Nacimiento R bl Nacimiento Dam nr Bradley CA	Streamflow, continuous	\$ 27,880	\$ -	\$ 27,880
SW	11149400	Nacimiento R bl Nacimiento Dam nr Bradley CA (Five Extra Measurements)	Discharge measurement	\$ 2,800	\$ -	\$ 2,800
SW	11149900	San Antonio R nr Lockwood CA	Streamflow, continuous (CMF)	\$ 26,710	\$ 7,340	\$ 19,370
SW	11151700	Salinas R a Soledad CA	Streamflow, continuous (CMF)	\$ 26,710	\$ 7,340	\$ 19,370
SW	11151870	Arroyo Seco nr Greenfield CA (Operated October - April)	Streamflow, Seasonal	\$ 16,750	\$ -	\$ 16,750
SW	11152050	Arroyo Seco bl Reliz C nr Soledad CA	Streamflow, continuous (CMF)	\$ 26,710	\$ 7,340	\$ 19,370
SW	11152300	Salina R nr Chualar CA	Streamflow, continuous (CMF)	\$ 26,710	\$ 7,340	\$ 19,370
SW	11152650	Reclamation Ditch nr Salinas CA (Adjusted 60% due to Weir)	Streamflow, continuous	\$ 16,730	\$ -	\$ 16,730
SW	11149300	Nacimiento Res nr Bradley CA	Water Level/Reservoir, continuous	\$ 9,750	\$ -	\$ 9,750
SW	11150100	San Antonio Res nr Bradley CA	Water Level/Reservoir, continuous	\$ 9,750	\$ -	\$ 9,750
SW		Measurements Annual Salinas River Survey (Two Measurements)	Discharge measurement	\$ 1,120	\$ -	\$ 1,120

**Summary of Monitoring Conducted in Cooperation with Other Agencies**

SW	11147500	Salinas R a Paso Robles CA	Streamflow, continuous (CMF)	San Luis Obispo County
SW	11150500	Salinas R a Bradley CA	Streamflow, continuous	California Department of Water Resources
SW	11151300	San Lorenzo C bl Bitterwater C nr King City CA	Streamflow, continuous	USGS Federal Priority Streamgauge
SW	11152000	Arroyo Seco nr Soledad CA	Streamflow, continuous	USGS Federal Priority Streamgauge
SW	11152500	Salinas R a Spreckles CA	Streamflow, continuous	California Department of Water Resources
SW	11159000	Pajaro R a Chittenden CA	Streamflow, continuous	USGS Federal Priority Streamgauge

**Monterey County Water Resources Agency**

Attachment for 25ZGJFA03000020

2024-10-01 to 2025-09-30

SURFACE WATER							
SITE NUMBER	DESCRIPTION	CODE	NO. UNITS	DIFF FACTOR	USGS FUNDS	CUST. OTHER CASH FUNDS	TOTAL COST
11143000	BIG SUR R NR BIG SUR CA Full Range Streamflow Station	QCONT	1	1	\$7,340	\$19,370	
				<b>SW Total:</b>			<b>\$26,710</b>
11143200	CARMEL R A ROBLES DEL RIO CA Full Range Streamflow Station	QCONT	1	1	\$7,340	\$19,370	
				<b>SW Total:</b>			<b>\$26,710</b>
11147500	SALINAS R A PASO ROBLES CA Full Range Streamflow Station	QCONT	1	1	\$3,670	\$9,690	
				<b>SW Total:</b>			<b>\$13,360</b>
11148900	NACIMIENTO R BL SAPAQUE C NR BRYSON CA Full Range Streamflow Station	QCONT	1	1	\$7,340	\$19,370	
				<b>SW Total:</b>			<b>\$26,710</b>
11149300	NACIMIENTO RES NR BRADLEY CA Storage, Continuous	STORCONT	1	1		\$9,750	
				<b>SW Total:</b>			<b>\$9,750</b>
11149400	NACIMIENTO R BL NACIMIENTO DAM NR BRADLEY CA Full Range Streamflow Station Discharge, Measurement	QCONT QMEAS	1 1	1 1		\$27,880 \$2,800	
				<b>SW Total:</b>			<b>\$30,680</b>
11149900	SAN ANTONIO R NR LOCKWOOD CA Full Range Streamflow Station	QCONT	1	1	\$7,340	\$19,370	
				<b>SW Total:</b>			<b>\$26,710</b>
11150100	SAN ANTONIO RES NR BRADLEY CA Storage, Continuous	STORCONT	1	1		\$9,750	
				<b>SW Total:</b>			<b>\$9,750</b>
11151700	SALINAS R A SOLEDAD CA Full Range Streamflow Station	QCONT	1	1	\$7,340	\$19,370	
				<b>SW Total:</b>			<b>\$26,710</b>
11151870	ARROYO SECO NR GREENFIELD CA Discharge, Measurement	QMEAS	1	1		\$16,750	
				<b>SW Total:</b>			<b>\$16,750</b>
11152050	ARROYO SECO BL RELIZ C NR SOLEDAD CA Full Range Streamflow Station	QCONT	1	1	\$7,340	\$19,370	
				<b>SW Total:</b>			<b>\$26,710</b>
11152300	SALINAS R NR CHUALAR CA Full Range Streamflow Station	QCONT	1	1	\$7,340	\$19,370	
				<b>SW Total:</b>			<b>\$26,710</b>
11152650	RECLAMATION DITCH NR SALINAS CA Partial range streamflow O&M	QPART	1	1		\$16,730	
				<b>SW Total:</b>			<b>\$16,730</b>
New	Discharge, Measurement	QMEAS	1	1		\$1,120	
				<b>SW Total:</b>			<b>\$1,120</b>
<b>SW Grand Total:</b>					<b>\$55,050</b>	<b>\$230,060</b>	<b>\$285,110</b>

**SUMMARY FOR**

TYPE	USGS FUNDS	CUST. CASH	OTHER FUNDS	TOTAL COST
SURFACE WATER (SW)	\$55,050	\$230,060		\$285,110
GRAND TOTAL				\$285,110

**FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA  
(DEPARTMENT OF WATER RESOURCES) AND  
MONTEREY COUNTY WATER RESOURCES AGENCY  
AGREEMENT NUMBER 4600015276  
AMENDMENT 1**

THIS FUNDING AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" and the Monterey County Water Resources Agency, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Funding Recipient," which parties do hereby agree as follows:

1. PURPOSE. State shall provide funding from the Budget Act of 2022 (Stats. 2022, ch. 249, § 207.) to Funding Recipient to assist in financing the Nacimiento Reservoir and Dam Maintenance (Project).
2. TERM OF FUNDING AGREEMENT. The term of this Funding Agreement begins on the date this Funding Agreement is initially executed by the State, through Final Project Completion Report plus three (3) years unless otherwise terminated or amended as provided in this Agreement.
3. FUNDING AMOUNT. The maximum amount payable by the State under this Agreement shall not exceed \$6,163,000.
4. DISBURSEMENT OF FUNDS. State will disburse to Funding Recipient the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Funding Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations. Any and all money disbursed to Funding Recipient under this Funding Agreement shall be used solely to pay Eligible Project Costs.
5. ELIGIBLE PROJECT COST. Funding Recipient shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Costs that are not eligible for reimbursement or payment include but are not limited to the following items:
  - A. Purchase of equipment not an integral part of the Project.
  - B. Purchase of water supply not an integral part of the Project.
  - C. Replacement of existing funding sources for ongoing programs.
  - D. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of the Project, as set forth and detailed by engineering and feasibility studies.
  - E. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.

6. **METHOD OF PAYMENT.** State will disburse the whole of State funding to Funding Recipient. The Funding Recipient shall submit one or more certified invoices, transmitted via electronic/digital signature system (e.g., DocuSign) or, via U.S. mail or Express mail delivery of a “wet signature.” State will notify Funding Recipient, in a timely manner, whenever, upon review of the Invoice(s), State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to State. Funding Recipient shall, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies).

Invoices submitted by Funding Recipient shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for the Project during the period identified in the particular invoice for the implementation of the Project.
- C. Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
  - i. Invoices must contain the date of the invoice and the time period covered by the invoice.
  - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
  - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
  - iv. Each invoice shall clearly delineate those costs incurred during that time period.
  - v. Each invoice shall contain the signature and date via electronic/digital signature system (e.g., DocuSign) of Funding Recipient’s Project Representative. The invoice shall be certified and transmitted via electronic/digital signature system (e.g., DocuSign) or, via U.S. mail or Express mail delivery to the State’s Project Manager.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Funding Recipient shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources. Any eligible costs for which the Funding Recipient is seeking State funding pursuant to this Agreement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General’s Office or the appropriate district attorney’s office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 489-490.)

7. **DEFAULT PROVISIONS.** Funding Recipient will be in default under this Funding Agreement if any of the following occur:
- A. Substantial breaches of this Funding Agreement, or any supplement or amendment to it, or any other agreement between Funding Recipient and State evidencing or securing Funding Recipient’s obligations;

- B. Making any false warranty, representation, or statement with respect to this Funding Agreement;
- C. Failure to operate or maintain Project in accordance with this Funding Agreement.
- D. Failure to make any remittance required by this Funding Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
- E. Failure to submit timely progress reports.
- F. Failure to routinely invoice State.
- G. Failure to meet any of the requirements set forth in Paragraph 8, "Continuing Eligibility."

Should an event of default occur, State shall provide a notice of default to the Funding Recipient and shall give Funding Recipient at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Funding Recipient. If the Funding Recipient fails to cure the default within the time prescribed by the State, State may do any of the following:

- a. Declare the funding be immediately repaid at the time of the default.
- b. Terminate the Funding Agreement.
- c. Take any other action that it deems necessary to protect its interests.

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

8. **CONTINUING ELIGIBILITY.** Funding Recipient shall meet the following ongoing requirements (as applicable) to remain eligible to receive State funds:
- A. An urban water supplier that receives state funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Water Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Water Code, § 10608 et seq.).
  - B. An agricultural water supplier receiving state funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code § 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR.
  - C. A surface water diverter receiving state funds shall maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the Water Code.
  - D. Funding Recipient shall maintain continuing eligibility with the current Sustainable Groundwater Management Act (SGMA, Water Code §10720 et seq.) requirements as they come into effect.
  - E. If Funding Recipient is designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, Funding Recipient shall maintain reporting compliance, as required by Water Code §10932 and the CASGEM Program.
  - F. Funding Recipient shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Water. Code, § 12405, et seq.) for data sharing, transparency, documentation, and quality control.
  - G. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law.

The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Funding Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Funding Recipient advance written notice of such termination, allowing the Funding Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

9. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Funding Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager, and shall be submitted via DWR's "Grants Review and Tracking System" (GRanTS) or via e-mail. If requested, Funding Recipient shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports is a requirement for initial and continued disbursement of State funds.
- A. Annual Progress Reports: Funding Recipient shall submit Annual Progress Reports to meet the State's requirement for disbursement of funds. Annual Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload, or or via e-mail to the State's Project Manager. Annual Progress Reports shall, at a minimum, provide a brief description of the work performed, Funding Recipients activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Funding Agreement during the reporting period. The first Annual Progress Report should be submitted to the State no later than one year after the execution of the Agreement with future reports then due on successive year increments based on the first Annual Progress Report submittal date, with the exception of the final Annual Progress Report which may also serve as the Project Completion Report and can extend beyond a year-long increment to account for Project closeout information.
- B. Project Completion Report: Funding Recipient shall prepare and submit to State a Project Completion Report, either separately or as part of the final Annual Progress Report. Funding Recipient shall submit the Project Completion Report within ninety (90) calendar days of Project completion. The Project Completion Report shall include, in part, a description of actual work done, any changes or amendments to the Project, and a final schedule showing actual progress versus planned progress, and copies of any final documents or reports generated or utilized during the Project.
10. NOTIFICATION OF STATE. Funding Recipient shall promptly notify State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, or work performed under this Funding Agreement. Funding Recipient agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
- B. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Funding Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the

resource, and the State has determined what actions should be taken to protect and preserve the resource. The Funding Recipient agrees to implement appropriate actions as directed by the State.

C. The initiation of any litigation or the threat of litigation against the Funding Recipient regarding the Project or that may affect the Project in any way.

11. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Funding Agreement shall be in writing.

A. Notices may be transmitted by any of the following means:

- i. By delivery in person.
- ii. By certified U.S. mail, return receipt requested, postage prepaid.
- iii. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
- iv. By electronic means.

B. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

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

Department of Water Resources	Monterey County Water Resources Agency
Arthur Hinojosa	Ara Azhderian
Manager, Division of Regional Assistance	General Manager
P.O. Box 942836	1441 Schilling Place, North Building
Sacramento, CA 94236-0001	Salinas, CA 93901
Phone: 916-902-6713	Phone: 831-755-4860
Email: Arthur.Hinojosa@water.ca.gov	Email: AzhderianA@ countyofmonterey.gov

Direct all inquiries to the Project Manager:

Department of Water Resources	Monterey County Water Resources Agency
Ted Daum	Mark Foxworthy Senior Water Resources
Senior Environmental Scientist	Engineer1441 Schilling Place, North Building
P.O. Box 942836	Salinas, CA 93901
Sacramento, CA 94236-0001	Phone: 831- 788-3454
Phone: 916-902-7800	Email: foxworthyme1@countyofmonterey.gov
Email: theodore.daum@water.ca.gov	

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

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

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – State Audit Document Requirements for Funding Recipients

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

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

MONTEREY COUNTY WATER RESOURCES  
AGENCY

  
\_\_\_\_\_

Arthur Hinojosa  
Manager, Division of Regional Assistance  
Date 10/9/2024

  
\_\_\_\_\_

Ara Azhderian  
General Manager  
Date 10/9/2024

Approved as to Legal Form and Sufficiency

Approved as to Legal Form and Sufficiency

  
\_\_\_\_\_ For

Robin Brewer, Assistant General Counsel  
Office of the General Counsel  
Date 10/9/2024

  
\_\_\_\_\_

Kelly L. Donlon, Assistant County Counsel  
Office of the County Counsel  
Date 10/8/2024

## **EXHIBIT A WORK PLAN**

**PROJECT:** Nacimiento Reservoir and Dam Maintenance

**DESCRIPTION:** The Nacimiento Dam Maintenance Projects (Project) consists of nine subprojects:

1. Spillway plunge pool erosion control
  - A. Rock Outcrop Removal
  - B. Slope Protection
2. Install two new 24-inch outlet valves and discharge piping
3. Install a new flow control energy dissipating outlet valve and piping
4. Install three new low-level intake valve actuators
5. Slope protection measures to protect outlet valves and penstock
6. Upgrade low-level intake valve hydraulic operating system
7. Install flow metering to reliably capture all low-level reservoir releases
8. Replace/modify the low-level intake structure access door
9. Repair of Nacimiento Dam Spillway Panel 14R sub-grade

It is in the Funding Recipient's discretion to determine which subprojects are to be funded under the Funding Agreement, as subprojects will need to be phased to expedite completion of critical dam safety and operational components of the Dam facilities, consistent with subsequent project phases and future funding sources. Any such determination requires prior notification to DWR for purposes of amending this Funding Agreement if necessary. Determination of the subprojects schedules and phasing will be based on the following criteria: operational and safety priorities; and feasibility of schedule implementation considering staffing resources, environmental review, permitting, construction phasing, site and seasonal considerations, remaining availability of grant funds to complete subsequent phases, constructability during high water levels, and reservoir release requirements for groundwater recharge, fisheries enhancement, and/or other beneficial uses. This work must be in compliance with applicable California Labor Code requirements, and in conformance with Paragraph D.23.

### **Budget Category A: Agreement Administration**

#### **Task A.1: Agreement Administration**

The Funding Recipient will respond to DWR's reporting and compliance requirements associated with the Agreement administration and will coordinate with the Project managers responsible for implementing the Project. The Funding Recipient will be responsible for compiling invoices for submittal to DWR.

#### **Deliverables:**

- Annual Invoices and associated backup documentation

**Task A.2: Reporting**

The Funding Recipient will be responsible for compiling progress reports for submittal to DWR. The Funding Recipient may retain consultants as needed to prepare and submit progress reports and final project completion report, as well as the funding agreement completion report. Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit F of this Agreement.

**Deliverables:**

- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2
- Annual Progress Reports
- Agreement Completion Report

**Budget Category B: Permitting and Environmental Documentation**

Identify required environmental and regulatory permits for the Project and obtain required permits. It includes the management of the environmental services work and the coordination of all consultants in the performance of the environmental clearance and permitting work.

**Deliverables**

- Memorandum identifying CEQA compliance and environmental permits for the Project.
- Copies of permits as required.

**Budget Category C: Planning and Design**

Work includes preparation of design documents for the Monterey County Water Resources Agency ("Agency"), California Department of Water Resources, Division of Safety of Dams ("DSOD") and Federal Energy Regulatory Commission ("FERC") review and approval, and for construction bidding and construction.

**Deliverables**

- Approval to construct from DSOD and/or FERC for subprojects requiring such approval.

**Budget Category D: Project Construction**

This task includes all activities necessary to construct or install the Subprojects.

**Task D.1: Contract Services**

This task must comply with the Standard Condition D.10 - Competitive Bidding and Procurements, as applicable. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

**Deliverables: (As applicable)**

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Construction Contract
- Notice to Proceed

**Task D.2. Construction Administration**

D.2.(a) Project schedule coordination, development of invoices, budget management, tracking of expenditures and reporting. Coordination, management and oversight of environmental and engineering consultant services procured for the Project by the Agency.

D.2.(b) Develop technical scopes of work and schedules for Project design, technical quality assurance/quality control (QA/QC), coordinating meetings with design team as needed, coordinating internal design review at intermediate stages of design completion (such as 30%, 60%, 90% and/or 100%), preparing final design report, plans, specifications and construction bidding and contract documents, and conducting legal review of construction bidding and contract documents prior to bidding.

**Deliverables** (as applicable)

- Engineer's Certificate
- Project completion pictures
- As-builts, as appropriate

Task D.3. Construction

It is in the Funding Recipient's discretion to determine which subprojects are to be funded under the Funding Agreement. The Project consists of the following nine subprojects: 1. Spillway plunge pool erosion control

Spillway plunge pool erosion control measures to prevent endangerment of the spillway toe and dam embankment include the removal of the large rock outcropping within the plunge pool (sub-project 1A) and installation of roller compacted concrete to provide plunge pool perimeter slope protection (sub-project 1B).

2. Install two new 24-inch outlet valves and discharge piping and internal penstock inspection

Installation and initiation of temporary alternative means of reservoir release, temporary dewatering of the low-level conduit, establish site access (remove decking, install access and safety barriers), removal of three existing valves and piping, installation of two new 24-inch valves and discharge piping at Outlet #1 and #2, surface preparation and recoating of internal surface of five 24-inch pipe outlet wyes, moving existing Outlet #2 valve and piping to Outlet #5, site cleanup and demobilization, recharging of the penstock, and removal of temporary alternative means of reservoir release. Internal inspection of the low-level outlet penstock will be performed during the period the penstock is dewatered.

3. Install new flow control energy dissipating outlet valve and piping

Installation and initiation of temporary alternative means of reservoir release, temporary dewatering of the low-level conduit, and construction of a new low-level outlet flow control energy dissipating valve and associated piping and appurtenances.

4. Replace low level intake valve actuators

Construction/Installation of this Project Subproject includes procurement of three new low-level intake valve actuators, installation and initiation of temporary alternative means of reservoir release, temporary lock-out of low-level outlet works, removal of existing low-level intake valve actuators and installation of new valve actuators.

5. Penstock and low-level outlet slope protection measures

Construction of slope protection measures to protect the low-level outlets and penstock from slide debris impact.

6. Replace low-level intake valve hydraulic operating system.

7. Install flow metering to reliably capture all low-level reservoir releases

Installation of flow metering structure(s) and/or devise(s) to reliably measure and report flow for all low-level reservoir releases.

8. Repair the low-level intake structure access door

Installation and initiation of temporary alternative means of reservoir release, temporary lock-out of low-level outlet works, and replacement or modification of the low-level intake structure access door.

9. Repair of Nacimiento Dam Spillway Panel 14R sub-grade

Construction/Installation of this Project Subproject includes removal of spillway panel 14R, repair of sub-grade to remove voids under existing panel, and reinstallation of spillway panel 14R to ensure panel is supported during reservoir releases.

**Deliverables (Except Subproject 6)**

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Engineer's Certificate
- Project completion pictures
- As-builts

**Deliverables (Subproject 6)**

- Replacement Completion Report

**EXHIBIT B  
BUDGET**

**PROJECT:** Nacimiento Reservoir and Dam Maintenance

<b>Budget Category</b>	<b>State Funds</b>	<b>Agency Cost</b>	<b>Total Project Cost</b>
<b>A: Agreement Administration</b>	\$449,000	\$0	\$449,000
<b>B: Permitting and Environmental Documentation</b>	\$155,000	\$0	\$155,000
<b>C: Planning and Design</b>	\$680,000	\$0	\$680,000
<b>D: Project Construction</b>	\$4,879,000	\$0	\$4,879,000
<b>Total</b>	<b>\$6,163,000</b>	<b>\$0</b>	<b>\$6,163,000</b>

**EXHIBIT C  
SCHEDULE**

**PROJECT:** Nacimiento Reservoir and Dam Maintenance

<b>DESCRIPTION</b>	<b>START</b>	<b>FINISH</b>
<b>A: Agreement Administration</b>	1-1-2023	12-31-2027
<b>B: Permitting and Environmental Documentation</b>	1-1-2023	4-30-2027
<b>C: Planning and Design</b>	1-1-2023	6-30-2027
<b>D: Project Construction</b>	1-15-2023	11-30-2027

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

- A. **Separate Accounting of Funding Disbursements:** Funding Recipient shall account for the money disbursed pursuant to this Funding Agreement separately from all other Funding Recipient funds. Funding Recipient shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Funding Recipient shall keep complete and accurate records of all receipts, disbursements, and any interest earned on expenditures of such funds. Funding Recipient shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Funding Agreement shall be deposited in a separate account, administered, and accounted for pursuant to the provisions of applicable law.

**D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE:** Funding Recipient shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Funding Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Funding Recipient's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the California State Budget Act of 2022 and through an agreement with the State Department of Water Resources." The Funding Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

**D.3. AMENDMENT:** This Funding Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Funding Recipient for amendments must be in writing stating the amendment request and the reason for the request.

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

**D.5. AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Funding Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Funding Recipient to conduct a final audit to State's specifications, at Funding Recipient's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may elect to pursue any remedies provided in Paragraph 7 or take any other action it deems necessary to protect its interests. The Funding Recipient agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Funding Recipient shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Funding Agreement with respect of all matters connected with this Funding Agreement,

including but not limited to, the cost of administering this Funding Agreement. All records of Funding Recipient or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

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

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.

- D.11. **COMPUTER SOFTWARE:** Funding Recipient certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.12. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
  - B. **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
  - C. **Employees of the Funding Recipient:** Employees of the Funding Recipient shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
  - D. **Employees and Consultants to the Funding Recipient:** Individuals working on behalf of a Funding Recipient may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.13. **DELIVERY OF INFORMATION, REPORTS, AND DATA:** Funding Recipient agrees to expeditiously provide throughout the term of this Funding Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.14. **DISPOSITION OF EQUIPMENT:** Funding Recipient shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Funding Recipient with a list of the items on the inventory that State will take title to. All other items shall become the property of Funding Recipient. State shall arrange for delivery from Funding Recipient of items that it takes title to. Cost of transportation, if any, shall be borne by State.

- D.15. **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Funding Agreement, Funding Recipient, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
  - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
    - i. The dangers of drug abuse in the workplace,
    - ii. Funding Recipient's policy of maintaining a drug-free workplace,
    - iii. Any available counseling, rehabilitation, and employee assistance programs, and
    - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
  - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:
    - i. Will receive a copy of Funding Recipient's drug-free policy statement, and
    - ii. Will agree to abide by terms of Funding Recipient's condition of employment, contract or subcontract.
- D.16. **EASEMENTS:** Where the Funding Recipient acquires property in fee title or funds improvements to real property already owned in fee by the Funding Recipient or improved using State funds provided through this Funding Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Funding Recipient acquires an easement under this Agreement, the Funding Recipient agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement acceptable to the State may result in termination of this Agreement.

- D.17. **FUNDING RECIPIENT'S RESPONSIBILITIES:** Funding Recipient and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Budget) and Exhibit C (Schedule).
  - B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Funding Agreement, including all incorporated documents, and to

fulfill all assurances, declarations, representations, and statements made by Funding Recipient in the application, documents, amendments, and communications filed in support of its request for funding.

- C. Comply with all applicable California, federal, and local laws and regulations.
  - D. Implement the Project in accordance with applicable provisions of the law.
  - E. Fulfill its obligations under the Funding Agreement and be responsible for the performance of the Project.
  - F. Obtain any and all permits, licenses, and approvals required for performing any work under this Funding Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Funding Recipient shall provide copies of permits and approvals to State.
  - G. Be solely responsible for design, construction, and operation and maintenance of the Project within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Funding Recipient under this Agreement.
  - H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Funding Recipient shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Funding Recipient and any other entity concerning responsibility for performance of work.
- D.18. **GOVERNING LAW:** This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.19. **INDEMNIFICATION:** Funding Recipient shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Funding Recipient shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.20. **INDEPENDENT CAPACITY:** Funding Recipient, and the agents and employees of Funding Recipients, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.21. **INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may withhold disbursements to Funding Recipient or take any other action it deems necessary to protect its interests.

- D.22. **INSPECTIONS OF PROJECT BY STATE:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Funding Agreement. This right shall extend to any subcontracts, and Funding Recipient shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Funding Agreement with State.
- D.23. **LABOR CODE COMPLIANCE:** The Funding Recipient agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to payment from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Funding Recipient affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Funding Recipient affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.24. **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Funding Recipient, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Funding Recipient to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.25. **NONDISCRIMINATION:** During the performance of this Funding Agreement, Funding Recipient and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medical and family care leave or pregnancy disability leave. Funding Recipient and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Funding Recipient and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Funding Recipient and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- Funding Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Funding Agreement.
- D.26. **OPINIONS AND DETERMINATIONS:** Where the terms of this Funding Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

- D.27. **PERFORMANCE BOND:** Where contractors are used, the Funding Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Funding Recipient in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.28. **PRIORITY HIRING CONSIDERATIONS:** If this Funding Agreement includes services in excess of \$200,000, the Funding Recipient shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.29. **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Funding Recipient shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Funding Recipient's service of water, without prior permission of State. Funding Recipient shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Funding Recipient meet its obligations under this Funding Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.30. **PROJECT ACCESS:** The Funding Recipient shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.31. **REMAINING BALANCE:** In the event the Funding Recipient does not submit invoices requesting all of the funds encumbered under this Funding Agreement, any remaining funds revert to the State. The State will notify the Funding Recipient stating that the Project file is closed, and any remaining balance will be disencumbered and unavailable for further use under this Funding Agreement.
- D.32. **REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Funding Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.33. **RIGHTS IN DATA:** Funding Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Funding Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Funding Recipient may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Funding Agreement, subject to appropriate acknowledgement of credit to State for financial support. Funding Recipient shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.34. **SEVERABILITY:** Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.

- D.35. SUSPENSION OF PAYMENTS: This Funding Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. Funding Recipient, its contractors, or subcontractors have made a false certification, or
  - B. Funding Recipient, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Funding Agreement.
- D.36. SUCCESSORS AND ASSIGNS: This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the Funding Recipient shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.37. TERMINATION BY FUNDING RECIPIENT: Subject to State approval which may be reasonably withheld, Funding Recipient may terminate this Agreement and be relieved of contractual obligations. In doing so, Funding Recipient must provide a reason(s) for termination. Funding Recipient must submit all progress reports summarizing accomplishments up until termination date and repay all funds disbursed pursuant to this Agreement.
- D.38. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 7, the State may terminate this Funding Agreement and be relieved of any payments should Funding Recipient fail to perform the requirements of this Funding Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 7.
- D.39. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days advance written notice. The Funding Recipient shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.40. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.41. TIMELINESS: Time is of the essence in this Funding Agreement.
- D.42. UNION ORGANIZING: Funding Recipient, by signing this Funding Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Funding Agreement. Furthermore, Funding Recipient, by signing this Funding Agreement, hereby certifies that:
- A. No State funds disbursed by this Funding Agreement will be used to assist, promote, or deter union organizing.
  - B. Funding Recipient shall account for State funds disbursed for a specific expenditure by this Funding Agreement to show those funds were allocated to that expenditure.
  - C. Funding Recipient shall, where State funds are not designated as described in (B) above, allocate, on a pro rata basis, all disbursements that support the program.
  - D. If Funding Recipient makes expenditures to assist, promote, or deter union organizing, Funding Recipient will maintain records sufficient to show that no State funds were used for those expenditures and that Funding Recipient shall provide those records to the Attorney General upon request.
- D.43. VENUE: The State and the Funding Recipient hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of

California. The Funding Recipient hereby waives any existing sovereign immunity for the purposes of this Agreement.

- D.44. WAIVER OF RIGHTS: None of the provisions of this Funding Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties hereto that from time to time either party may waive any of its rights under this Funding Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Funding Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.



Legistar File ID No. 23-401 Agenda Item No. 1

**WHEREAS**, the MCWRA General Manager, or designee, will represent MCWRA in carrying out MCWRA's responsibilities under the Agreement, including certifying invoices and disbursement requests for project costs on behalf of MCWRA in compliance with applicable state and federal laws; and

**WHEREAS**, MCWRA will perform environmental review on the above projects as they move forward.

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

1. Find the foregoing recitals are true and correct.
2. Authorize entering into a funding agreement with DWR for the Nacimiento Dam Maintenance projects.
3. Authorize and designate the MCWRA General Manager to accept and execute the funding agreement and any amendments thereto.
4. Order that any and all actions, whether previously or subsequently taken by MCWRA, which are consistent with the intent and purposes of the foregoing resolution, shall be, and hereby are, in all respects, ratified, approved, and confirmed.

**PASSED AND ADOPTED** on this 23<sup>rd</sup> day of May 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams

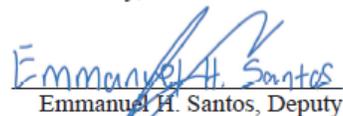
NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting on May 23, 2023.

Dated: May 24, 2023  
File ID: 23-401  
Agenda Item No. 1

Valerie Ralph, Clerk of the Board of Supervisors  
County of Monterey, State of California

  
Emmanuel H. Santos, Deputy

**EXHIBIT F****REPORT FORMATS AND REQUIREMENTS**

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

**1. PROGRESS REPORTS**

Progress reports shall generally use the following format. In general, wherever possible please use bulleted format. This format may be modified as necessary to effectively communicate information.

**PROJECT STATUS**

Briefly describe the work performed during the time period covered by the report including but not limited to:

**PROJECT INFORMATION (as applicable)**

- Legal matters
- Engineering Evaluations
- Environmental matters
- Status of permits, easements, rights-of-way, rights of entry and approvals as may be required by other State, federal, and/or local agencies
- Major accomplishments during the reporting period (i.e. tasks completed, milestones met, meetings held or attended, press releases, etc.)
- Issues/concerns that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter
- Identify key issues that need to be resolved

**COST INFORMATION (as applicable)**

- Provide a list showing all project costs incurred during the time period covered by the report by the Funding Recipient and each contractor working on the Project and which of these costs are Eligible Project Costs
- A brief discussion on how the actual budget is progressing in comparison to the project budget included in the Work Plan
- A list of any changes approved to the budget in accordance with Funding Agreement and a revised budget, by task, if changed from latest budget in the Work Plan

**SCHEDULE INFORMATION (as applicable)**

- A schedule showing actual progress verses planned progress
- A brief discussion on how the actual schedule is progressing in comparison to the original or last reported schedule

- A list of any changes approved to the Schedule in accordance with Funding Agreement and a revised schedule, by task, if changed from latest reported schedule

The Final Annual Report shall contain the following Project completion information and shall generally use the following format.

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

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

COSTS AND DISPOSITION OF FUNDS – A list of showing:

- The date each invoice was submitted to State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- Summary of project cost including the following items:
  - Accounting of the cost of project expenditure
  - Include all internal and external costs not previously disclosed
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

**EXHIBIT G****STATE AUDIT DOCUMENT REQUIREMENTS FOR FUNDING RECIPIENTS**

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

**State Audit Document Requirements**Internal Controls

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

State Funding:

1. Original Funding Agreement, any amendment(s) and budget modification documents.
2. A listing of public funds received from the State.
3. A listing of all other funding sources for the Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Funding Recipient and other public agencies as related to the State funded Project.

Invoices:

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

Cash Documents:

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

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

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

Project Files:

1. All supporting documentation maintained in the Project files.
2. All Funding Agreement related correspondence.

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

This is an agreement (“Agreement”) between the Monterey County Water Resources Agency, hereinafter called "Agency," and GEI Consultants, Inc., a Massachusetts Corporation located at 180 Grand Avenue, Suite 950, Oakland CA 94612 hereinafter called "CONTRACTOR".

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

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

- (a) The scope of work is briefly described and outlined as follows:  
Engineering, permitting, and environmental services related to the design and permitting for the repair of the Agency's Moss Landing Tide Gate facility.
- (b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
- (c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- (d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.

2. Term of Agreement. The term of this Agreement shall begin on August 21, 2023 by CONTRACTOR and Agency, and will terminate on June 30, 2025, 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 thousand dollars.

(\$)-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 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, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subCONTRACTORS or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

## 6. Insurance.

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

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

neither relieve nor decrease the liability of the CONTRACTOR.

6.2 Qualifying Insurers:

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

6.3 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

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

#### 6.4 Other Insurance Requirements.

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

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

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

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

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

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

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

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

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

deducted from any sum due CONTRACTOR.

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

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

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

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

26. Contract Administrators.

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

Mr. William Rettberg

Agency's designated administrator of this Agreement shall be

Mark Foxworthy

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

<b>TO AGENCY</b>	<b>TO CONTRACTOR</b>
Name: <u>Mark Foxworthy</u>	Name: <u>Mr. William Rettberg</u>
Address: <u>1441 Schilling Place - N. Bldg, Salinas CA 93901</u>	Address: <u>180 Grand Avenue, Suite 950, Oakland CA 94612</u>
Telephone: <u>(831) 755-8984</u>	Telephone: <u>510-910-2201</u>
Fax: <u>831-424-3579</u>	Fax: <u>-----</u>
E-Mail: <u>foxworthymel@co.monterey.ca.us</u>	E-Mail: <u>wrettberg@geiconsultants.com</u>

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

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

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

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

Exhibit A - Scope of Work/ Work Schedule

Exhibit B - Fee Schedule

Exhibit C - Deliverables

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

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

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

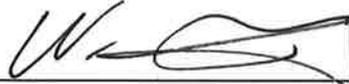
**MONTEREY COUNTY WATER  
RESOURCES AGENCY:**

BY:   
DocuSigned by:  
1F182FEB49A2435

Ara Azhderian  
General Manager

Date: 8/25/2023 | 11:46 AM PDT

**CONTRACTOR:**

BY: 

Type Name: WILLIAM RETZBERG

Title: SEN. VP

Date: 8/24/23

BY: 

Type Name: Mark Freitas

Title: Vice-President

Date: 8/24/2023

\* 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.

( GEI Consultants, Inc. )  
Agreement

\*\*\*\*\*

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

Approved as to fiscal provisions:

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

DocuSigned by:  
*Ezequiel Vega Rios*  
7D289913E628402...  
Administrative Analyst

Dated: 8/24/2023 | 3:36 PM PDT

Dated: 8/25/2023 | 8:36 AM PDT

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

DocuSigned by:  
*Patricia Ruiz*  
E79EF64E57454F6...  
Auditor-Controller <sup>2</sup>:

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

Dated: 8/25/2023 | 7:20 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/WORK SCHEDULE

**Task 1 – Review Project Details and Project Management** – This task is for General Oversight and QA/QC by GEI’s MCWRA and Contract Project Managers (Bill and Rob, respectively). It includes some initial review and oversight hours.

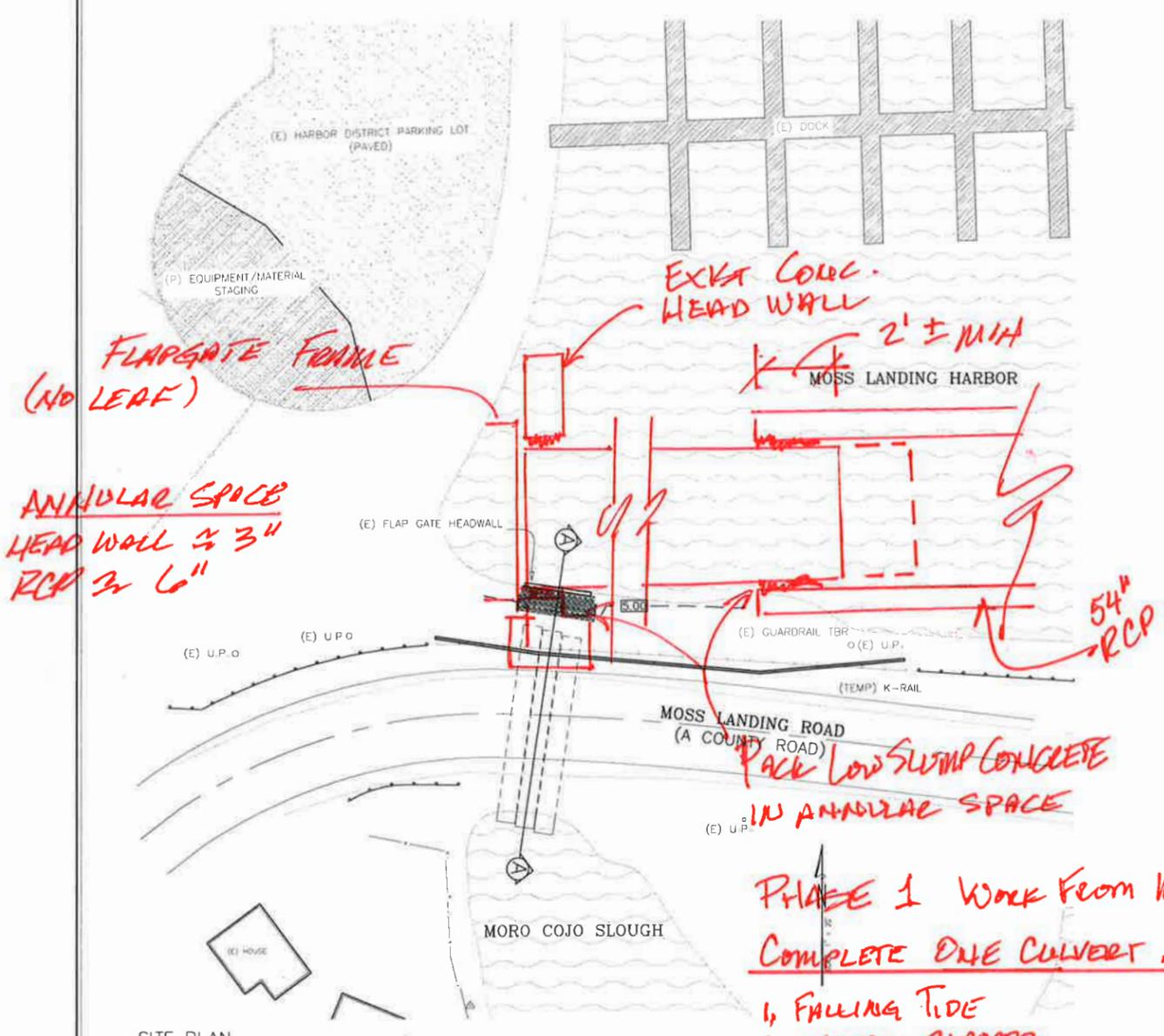
**Task 2 – Develop Plans and Specifications for Construction Contract** – This task is for preparation and QC/QA oversight of plans and specifications for the Moss Landing Tide Gates culvert repair project based on the conceptual design as shown in MCWRA Moss Landing Culverts SOW\_v2 below (this exhibit). The conceptual drawings are included for reference. This task also includes a contingency for additional design efforts if changes are necessary in response to permitting agency comments or requirements.

**Task 3 – Environmental Permitting Assistance** – GEI will prepare environmental regulatory permit applications for the project.

GEI assumes that the necessary permits will include: a U.S. Army Corps of Engineers (USACE) Nationwide Permit (NWP) 3 for Maintenance Activities ; Notice of Intent to work under the General Order for Waste Discharge Requirements for Corps’ Nationwide Permits (WQ-2021-0048-DWQ); Lake and Streambed Alteration Notification to the California Department of Fish and Wildlife; and Coastal Development Permit for the California Coastal Commission. Since the project will require a USACE permit, information to support USACE’s consultations with the U.S. Fish and Wildlife Service, pursuant to Section 7 of the Endangered Species act, and the State Historic Preservation Office, pursuant to Section 106 of the National Historic Preservation Act will also be necessary.

GEI will prepare the draft applications for the permits and send to MCWRA for review. Upon receipt of comments and edits, GEI will finalize the permit applications for MCWRA submittal to the agencies. GEI assumes that MCWRA will prepare the CEQA Notice of Exemption and will pay the filing fees for the final permit applications. This scope of work and fee estimate includes time for GEI to assist MCWRA with consultations with the agencies to obtain issued permits.

Conceptual Drawing



SITE PLAN  
SCALE 1" = 20'

PROJECT PURPOSE

THE PURPOSE OF THIS PROJECT IS TO INSTALL PERMANENT REPAIRS TO THE EXISTING TIDE GATE FACILITY SHOWN IN THESE PLANS. THE PERMANENT REPAIRS ARE DESIGNED TO RETURN THE FACILITY BACK TO ORIGINAL OPERATING CONDITIONS AND PREVENT SEAWATER FROM MOSS LANDING HARBOR, FROM ENTERING INTO AND FLOODING THE MORO COJO SLOUGH. THE MORO COJO SLOUGH IS A NORMALLY BRACKISH TO FRESH WATER HABITAT CONTAINING SEVERAL LISTED THREATENED OR ENDANGERED SPECIES

SURVEY NOTES

- ELEVATIONS SHOWN ARE NAVD 88.
- CONTOUR INTERVAL = 1 FOOT.
- TOPOGRAPHIC SURVEY DATA PROVIDED BY MONTEREY COUNTY PUBLIC WORKS

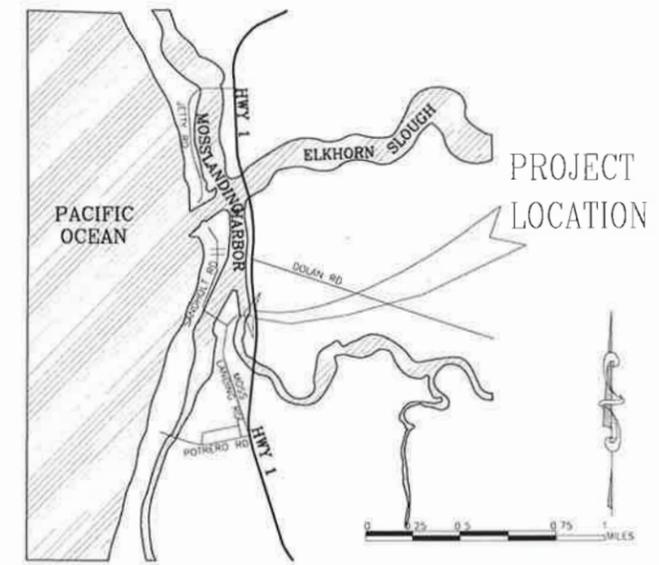
GRADING NOTES

- ALL GRADING SHALL BE DONE ABOVE THE WATER LINE.
- ALL CUT AND FILL MATERIAL SHALL BE STORED A MINIMUM OF 50' FROM WATERS EDGE AT A DESIGNATED MATERIAL STORAGE LOCATION.
- DREDGE/CUT AND FILL QUANTITIES IN CUBIC YARDS (C.Y.):
 

	CUT	FILL
SAND BAGS	9	
CAGON ROCK	17	
HDPE PIPE		6
RIP RAP		26
GROUT		30
TOTAL	26	62
- AT THE END OF EACH DAY THE PROJECT SITE SHALL BE FREE OF TRASH AND DEBRIS.

ABBREVIATIONS (GENERAL)

AC	ASPHALT	RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE	TYP	TYPICAL
(E)	EXISTING	Ø	DIAMETER
EG	EXISTING GRADE	W/	WITH
FG	FINISHED GRADE	TBR	TO BE REMOVED
TEMP	TEMPORARY	U.P.	UTILITY POLE

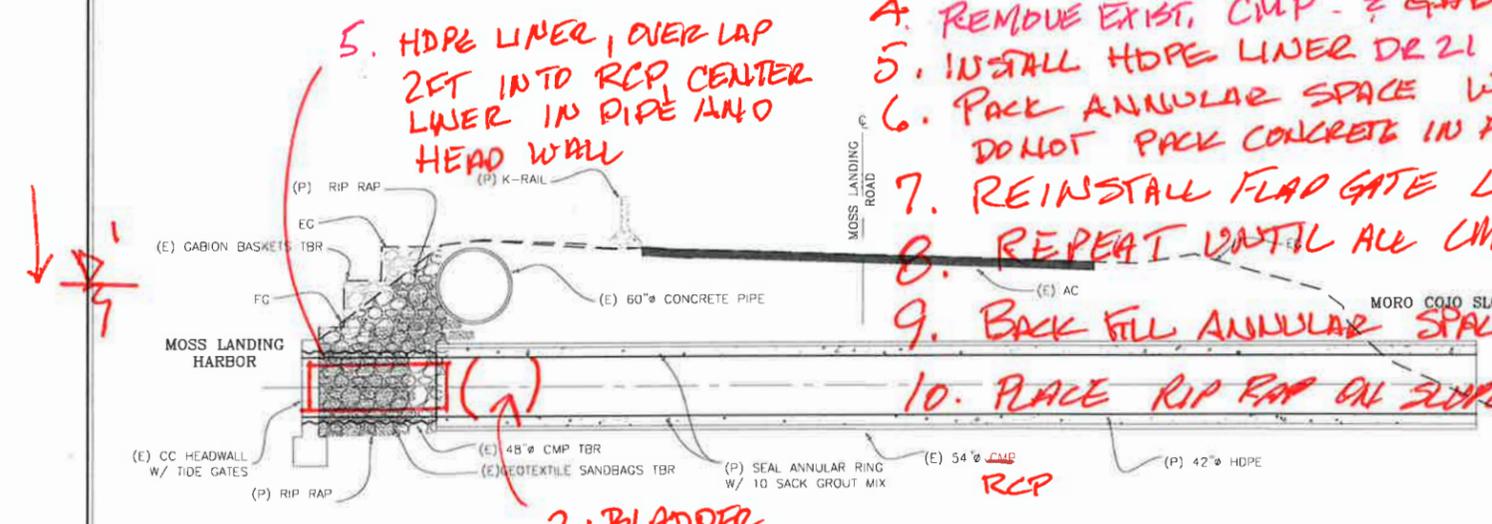
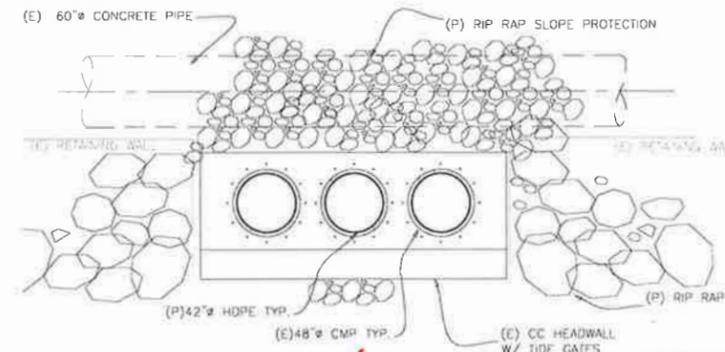
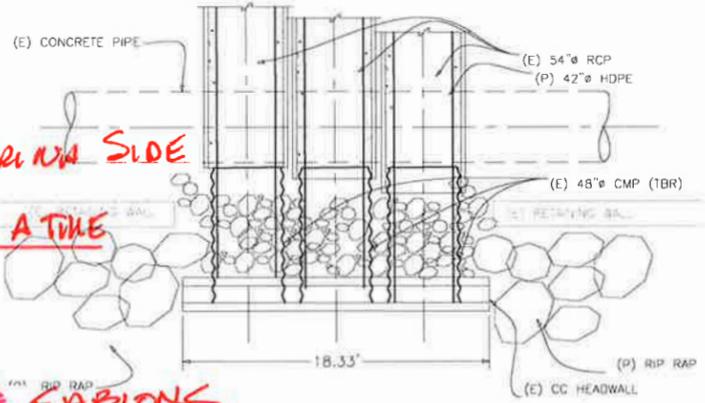


VICINITY MAP

PHASE 1 Work From Marina Side

COMPLETE ONE CULVERT AT A TIME

- FALLING TIDE
- INSTALL BLADDER
- REMOVE FLAPGATE LEAF
- REMOVE EXIST. CMP - 1/2 GABIONS
- INSTALL HDPE LINER DR 21 (100psi) 1/2" ± 2" MIN 2' INTO RCP, CENTER HDPE (LENGTH TO BE FIELD DETERMINED)
- PACK ANNULAR SPACE WITH LOW SLUMP (STIFF) CONCRETE AT LOW TIDE  
DO NOT PACK CONCRETE IN FLAPGATE FRAME (FULL WIDTH WALL, 2' AT RCP)
- REINSTALL FLAPGATE LEAF, REMOVE PLUG
- REPEAT UNTIL ALL CMPS ARE REPLACED
- BACK FILL ANNULAR SPACE BTWN PIPE & RETAINING WALL W/ 3/4" CRUSH GRAVEL, 1' ABOVE HDPE
- PLACE RIP RAP ON SLOPE AND RESTORE



PROFILE A-A  
SCALE 1" = 5'

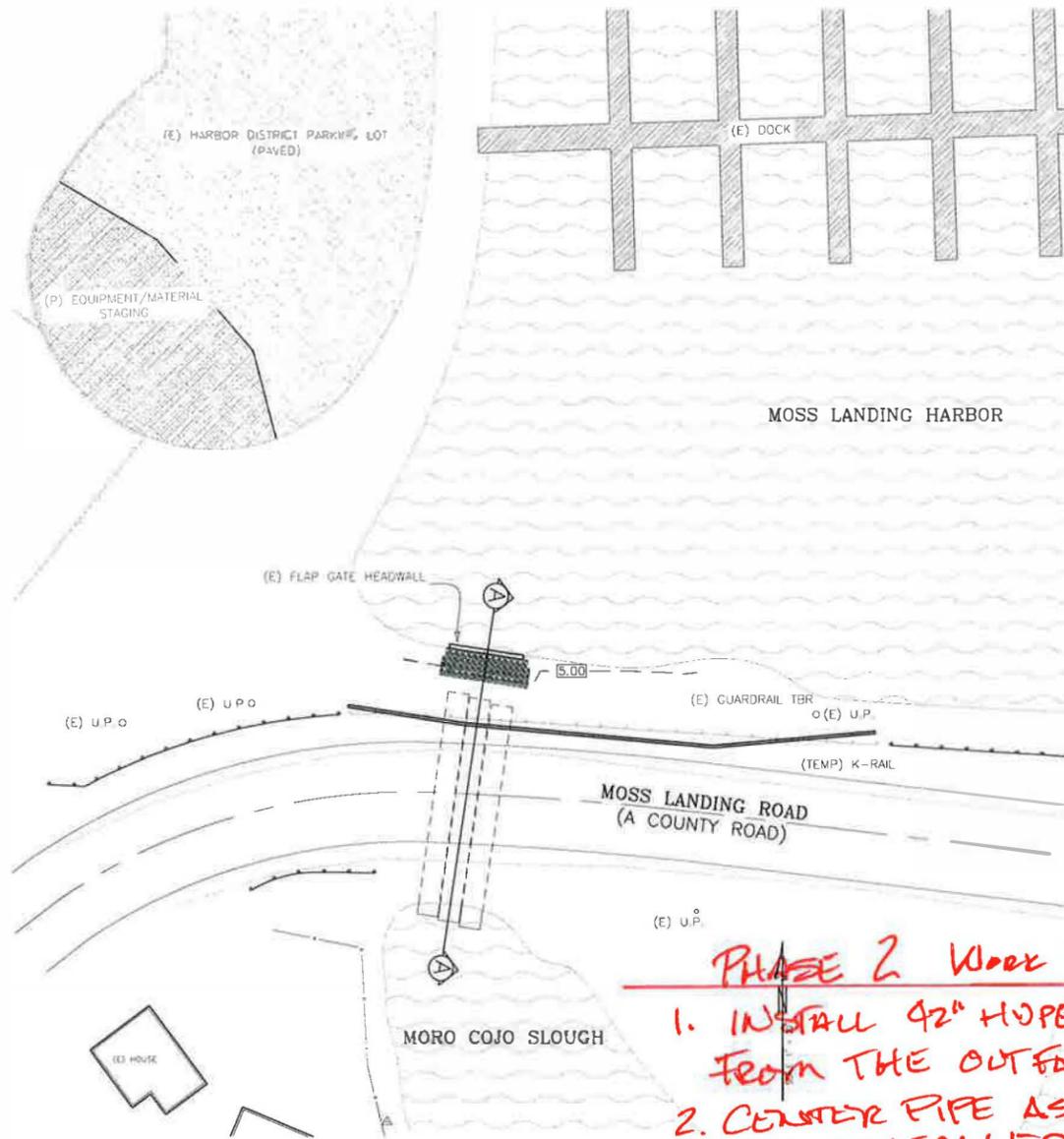
TIDE GATE W/ 12" SLIDE GATE - EXPLODED VIEW  
SCALE 1" = 2'



REVISIONS		DATE		BY	

**MOSS LANDING TIDE GATES**  
 MOSS LANDING HARBOR  
 MOSS LANDING ROAD  
 MOSS LANDING, CA 95076  
 COUNTY OF MONTEREY STATE OF CALIFORNIA  
 PREPARED BY  
**MONTEREY COUNTY WATER RESOURCES AGENCY**  
 P.O. BOX 930 (831) 755-4860 SALINAS, CALIFORNIA 93902  
 SCALE VARIES DATE DEC 2021 DRAWN BY MEF SHEET C-1 OF ONE

# Conceptual Drawing



SITE PLAN  
SCALE 1" = 20'

## PROJECT PURPOSE

THE PURPOSE OF THIS PROJECT IS TO INSTALL PERMANENT REPAIRS TO THE EXISTING TIDE GATE FACILITY SHOWN IN THESE PLANS. THE PERMANENT REPAIRS ARE DESIGNED TO RETURN THE FACILITY BACK TO ORIGINAL OPERATING CONDITIONS AND PREVENT SEAWATER FROM MOSS LANDING HARBOR, FROM ENTERING INTO AND FLOODING THE MORO COJO SLOUGH. THE MORO COJO SLOUGH IS A NORMALLY BRACKISH TO FRESH WATER HABITAT CONTAINING SEVERAL LISTED THREATENED OR ENDANGERED SPECIES.

## SURVEY NOTES

- ELEVATIONS SHOWN ARE NAVD 88.
- CONTOUR INTERVAL = 1 FOOT
- TOPOGRAPHIC SURVEY DATA PROVIDED BY MONTEREY COUNTY PUBLIC WORKS

## GRADING NOTES

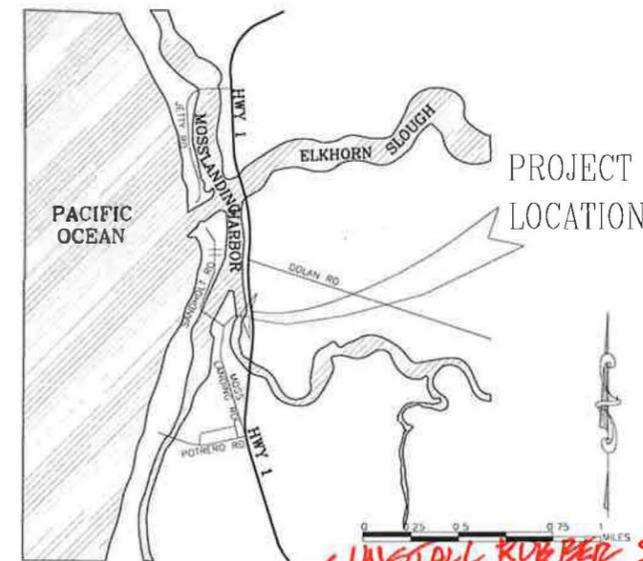
- ALL GRADING SHALL BE DONE ABOVE THE WATER LINE.
- ALL CUT AND FILL MATERIAL SHALL BE STORED A MINIMUM OF 50' FROM WATERS EDGE AT A DESIGNATED MATERIAL STORAGE LOCATION.
- DREDGE/CUT AND FILL QUANTITIES IN CUBIC YARDS (C.Y.):

	CUT	FILL
SAND BAGS	9	
GABION ROCK	17	
HDPE PIPE		6
RIP RAP		26
CBOLIT		30
TOTAL	26	62

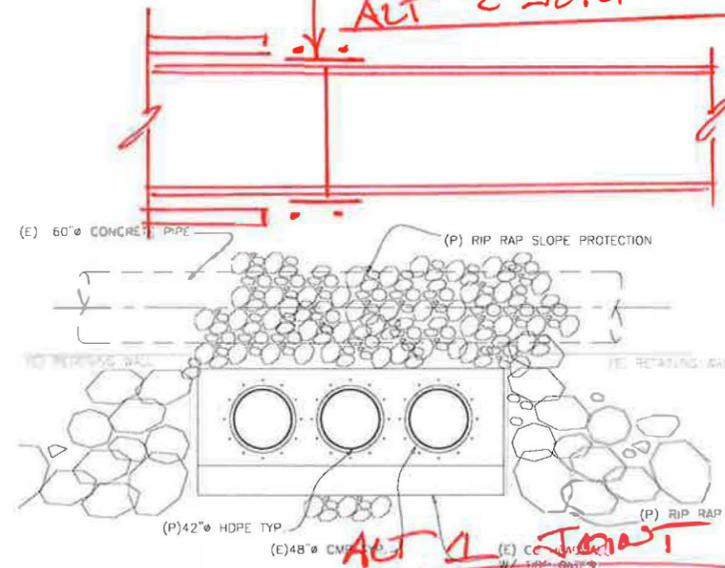
- AT THE END OF EACH DAY THE PROJECT SITE SHALL BE FREE OF TRASH AND DEBRIS

## ABBREVIATIONS (GENERAL)

AC	ASPHALT	RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE	TYP	TYPICAL
(E)	EXISTING	#	DIAMETER
EG	EXISTING GRADE	W/	WITH
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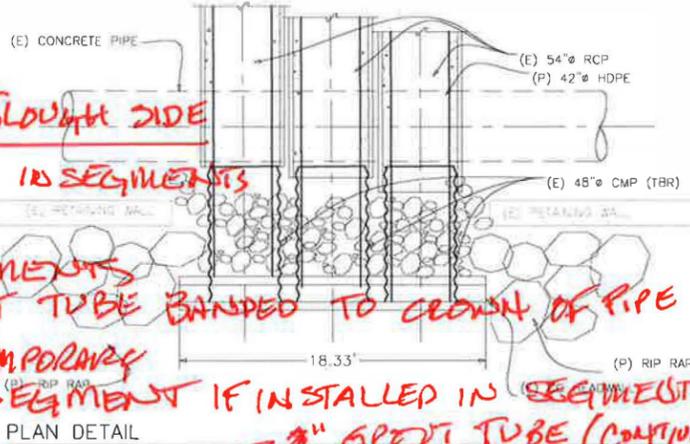
VICINITY MAP



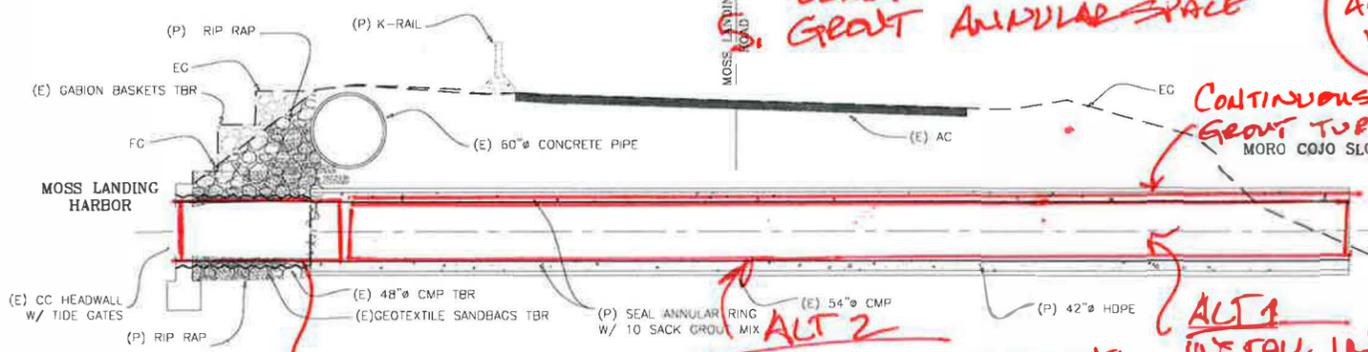
FRONT ELEVATION  
SCALE 1" = 5'

## PHASE 2 Work From Slough Side

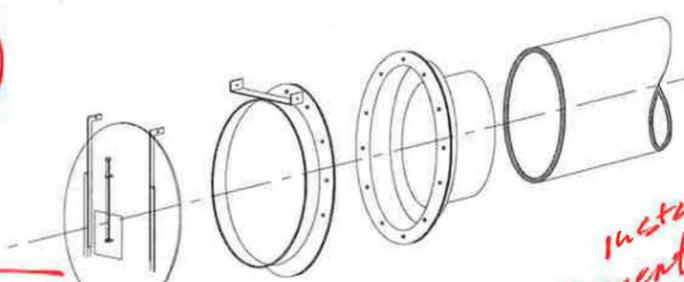
- INSTALL 42" HDPE OR 21 IN SEGMENTS FROM THE OUTFALL.
- CENTER PIPE AS SEGMENTS ARE INSTALLED. GROUT TUBE Banded TO CROWN OF PIPE
- INSTALL INTERNAL TEMPORARY SEAL WITH PHASE 1 SEGMENT IF INSTALLED IN SEGMENTS
- SEAL ANNULAR SPACE AT EXIST, INSTALL VENTS THRU SEAL. GROUT ANNULAR SPACE



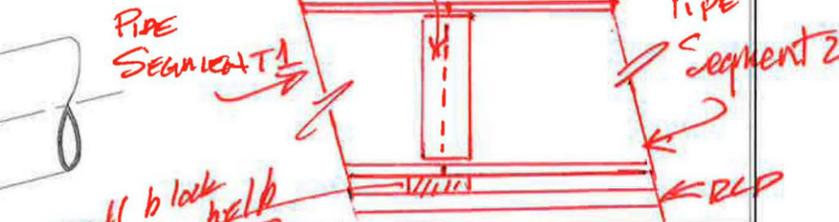
PLAN DETAIL  
SCALE 1" = 5'



PROFILE A-A  
SCALE 1" = 5'



TIDE GATE W/ 12" SLIDE GATE - EXPLODED VIEW  
SCALE 1" = 2'



REVISIONS	
DATE	BY

**MOSS LANDING TIDE GATES**

MOSS LANDING HARBOR  
MOSS LANDING ROAD  
MOSS LANDING, CA 95076  
COUNTY OF MONTEREY STATE OF CALIFORNIA

PREPARED BY  
**MONTEREY COUNTY WATER RESOURCES AGENCY**

P.O. BOX 830 (831) 755-4860 SALINAS, CALIFORNIA 93902

SCALE VARIES DATE DEC 2021 DRAWN BY MEP SHEET C-1 OF ONE



**EXHIBIT D**

**Payment Provisions**

**Monterey County Water Resources Agency  
Labor and Direct Cost Estimate**

**Moss Landing Tide Gates**

MCWRA - Moss Landing Tide Gates

Task No.	Description	Labor Estimates																		Total Estimate					
		Rettberg		Sansone		Fill		Martin		Htain		Irving		Staff		Liu		Subconsultants						Admin	
		Hrs	\$342	Hrs	\$342	Hrs	\$306	Hrs	\$269	Hrs	\$228	Hrs	\$182	Hrs	\$191	Hrs	\$171	Hrs		Hrs	\$127	Hrs	Labor	Per Diem	Total
1	<b>Review Project Details and Project Management</b>																					4	\$1,296		\$1,296
	Review Project Details and Coordinate Work	2	\$684			2	\$612															4	\$1,296		\$1,296
2	<b>Develop Plans and Specifications for Construction Contract</b>																					116	\$25,978	\$1,771	\$27,749
	Develop Plans and Specifications for Construction Contract, including Site Visit			2	\$684	14	\$4,284	40	\$10,760							50	\$8,550			8	\$1,016	114	\$25,294	\$1,771	\$27,065
	QC/QA Review	2	\$684																			2	\$684		\$684
3	<b>Assist with Environmental Permitting</b>																					4	\$41,296		\$41,296
	Assist with Environmental Permitting																						\$40,000		\$40,000
	QC/QA Review	2	\$684			2	\$612															4	\$1,296		\$1,296
<b>HOURS Subtotal Tasks 1-4</b>		6		2		18		40							50					8		124			
<b>Total Tasks 1-4</b>			\$2,052		\$684		\$5,508		\$10,760							\$8,550		\$40,000		\$1,016		\$68,570	\$1,771	\$70,341	

**Notes and Assumptions:**

**General**

- Labor hour and grade and task distribution is for budgeting purposes only. The actual labor and task distribution will be based on efficiently performing the work as ordered by MCWRA.
- Per diem is estimated at 7% of labor for field tasks and will comply with MCWRA travel policies and procedures.

**Task 1**

- Task 1 is for Project Administrator and Project Manager review of pertinent project documents for QC/QA oversight and processing of progress estimates.

**Task 2**

- Develop Plans and Specifications for Construction Contract is anticipated for one construction manager for 12 hours, one senior engineer for 32 hours, and one CAD/Design Engineer for 40 hours for conceptual and final drawings in coordination with MCWRA engineer(s).
- Site visit for Construction Manager and Engineer includes travel time from Oakland or Sacramento offices of GEI Consultants, Inc..
- Task 2 assumes that existing MCWRA CAD files can be used for initial design layout and transfer into GEI CAD and drawing format.
- Task 2 will be based on conceptual drawings provided to and discussed with Mark Foxworthy of MCWRA on 8/14/2023 (copy attached). Specifications will be included on the drawings and not in separate specification format.
- Task 2 does not include an Opinion of Probable Cost Estimate from the design engineer.
- Task 2 includes a contingency of one construction manager for 2 hours, one senior engineer for 8 hours, and one CAD/Design Engineer for 10 hours for design changes due to unanticipated permitting agency comments and requirements.

**Task 3**

- Scope of Task 3 Assist with Environmental Permitting and Oversight and summary of cost by permit is included in attached document "MCWRA Moss Landing Culverts SOW\_v2". Estimated costs are included and services will be performed only as approved by MCWRA.

## **EXHIBIT C**

### **DELIVERABLES**

#### Required Document Formats

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

Plan set suitable for construction of repairs to Moss landing Tide Gate Culverts at Moss Landing Harbor. [one (1) set PDF format]

ACAD file used to generate plans (include all layers, surfaces, and topo). [.dwg format]

A completed permit application for all required permits necessary to implement the repair project at Moss landing Tide Gates. [ PDF format]

All documents, plans and associated files shall be provided to the Agency in digital formats specified via a link to a cloud based file transfer service/app.