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 West Yost Associates, Inc., a Corporation hereinafter called "CONTRACTOR".

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

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

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

   Conduct groundwater-surface water modeling to support Agency work on dam safety and operations funding strategies.

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

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

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

2. Term of Agreement. The term of this Agreement shall begin on October 1, 2026 by CONTRACTOR and Agency, and will terminate on June 30, 2029, 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 ninety-one thousand two hundred ninety-four ($ 91,294).

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@countyofmonterey.gov and to the Contract Administrator listed in Section 27.

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 AGENCY 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 Agency, 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 the Agency, or defect in a design furnished by the Agency, 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 the Agency 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 the Agency, 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 or willful misconduct of the Agency, or defect in a design furnished by the Agency.

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. 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 coverages, 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 A.M. Best's Rating Guide or a company of equal financial stability that is approved by the Agency.

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, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to Agency approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to Agency 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.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to Agency 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.

(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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.

Additional Insured Status:

The Monterey County Water Resources Agency, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The Monterey County Water Resources Agency, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations

performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:
For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the Agency, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:
The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against Agency, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against Agency, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the Agency, CONTRACTOR shall file certificates of insurance and endorsements with the Agency, 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 always 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. 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. Format of Deliverables. For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the Agency under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the Agency against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State Website: https://webstandards.ca.gov/accessibility/.

9. 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.

10. 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.

11. 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.

12. Amendments and Modifications. No modification or amendment of this agreement shall be valid unless it is set forth in writing and executed by the parties.

13. Non-Discrimination. Throughout the performance of this Agreement, CONTRACTOR will not unlawfully discriminate against any person because of race, color, religion, gender, national origin, ancestry, physical disability, medical condition, marital status, age older than 40, or sexual orientation, gender identity or any other status protected under federal, state or local law, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR shall comply fully with all federal, State and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to any target population designated herein shall not be deemed prohibited discrimination.

14. Independent Contractor. In its performance under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not an employee of Agency. No offer or obligation of employment with Agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from Agency any form of benefits accorded to employees including without limitation leave time, health insurance, workers compensation coverage, disability benefits, and retirement contributions. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including without limitation federal and State income taxes and social security arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold harmless Agency from any and all liability, which Agency may incur because of CONTRACTOR's failure to make such payments.

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

16. Agency's Rights in Work Product. All original materials prepared by CONTRACTOR in connection with its work hereunder -- including but not limited to computer codes, customized computer routines developed using proprietary or commercial software packages, reports, documents, maps, graphs, charts, photographs and photographic negatives -- shall be the property of Agency and shall be delivered to Agency prior to final payment. CONTRACTOR may utilize any existing materials developed by CONTRACTOR prior to commencement of work under this Agreement, which materials shall remain the property of CONTRACTOR.

17. Independent Contractor Compliance with Government Code Section 1097.6(c). This section applies to those situations when a contractor/consultant is awarded a Contract for a preliminary phase of a project, with future phases to be bid separately. This section does not apply to those situations when a Contract is awarded for multiple phases of a project under a single contract/proposal. When applicable, and as described below, CONTRACTOR's duties and services under this Agreement shall not include preparing or assisting the Agency with any portion of the Agency's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the Agency. The Agency shall at all times retain responsibility for public contracting, including with respect to any subsequent phase stemming from this Agreement. CONTRACTOR's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONTRACTOR shall cooperate with the Agency to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if applicable, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONTRACTOR pursuant to this Agreement.

18. 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.

19. 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.

20. 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.

21. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

22. 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.

23. 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.

24. 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.

25. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on Contactor's behalf in the performance of this Agreement.

26. 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.

27. 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.

28. Contract Administrators.

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

Matt Baillie

Agency's designated administrator of this Agreement shall be:

Amy Woodrow

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

TO AGENCY	TO CONTRACTOR
Name: Amy Woodrow	Name: Matt Baillie
Address: 1441 Schilling Place, North Bldg. Salinas, CA 93901	Address: 2020 Research Park Drive, Suite 100 Davis, CA 95618
Telephone: 831-755-4860	Telephone: 530-756-5905
Fax:	Fax:
E-Mail: WoodrowA@countyofmonterey.gov	E-Mail: mbaillie@westyost.com

30. 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.

31. 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.

32. 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.

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

    Exhibit A - Scope of Work/ Work Schedule
    Exhibit B - Fee Schedule

34. 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.

[Remainder of this page blank]

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

MONTEREY COUNTY
WATER RESOURCES AGENCY

By: _____
Ara Azhderian, General Manager

Date: _____

CONTRACTOR

By: _____

_____
Name & Title

Date: _____

By: _____

_____
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.

(_____)

Agreement/Amendment No # (_____)

* *

Approved as to form [1]:

_____
Chief Assistant County Counsel

Date: _____

Approved as to fiscal provisions:

_____
Administrative Analyst

Date: _____

_____
County Counsel – Risk Manager:

Date: _____

_____
Auditor-Controller [2]:

Date: _____

[1] Approval by County Counsel is required, and/or when legal services are rendered

[2] Approval by Auditor-Controller is required

EXHIBIT A

SCOPE OF WORK/WORK SCHEDULE

Project ID:

WEST YOST
Water. Engineered.

2020 Research Park Drive
Suite 100
Davis CA 95618

530.756.5905 phone
530.756.5991 fax
westyost.com

7/17/2026 SENT VIA: EMAIL

Amy Woodrow
Senior Hydrologist
Hydrology & Environmental Resources
Monterey County Water Resources Agency
1441 Schilling Place
Salinas, CA 93901

SUBJECT: Proposal for Consulting Hydrogeological Services for the Monterey County Water Resources Agency to Perform a Recharge Benefit Analysis

Dear Amy:

This letter provides the Monterey County Water Resources Agency (MCWRA) with a proposed scope of services, budget, and schedule for analyzing the recharge benefit provided to the Salinas Valley Groundwater Basin (Basin) by operation of the Nacimiento and San Antonio Dams and Reservoirs. This work supports MCWRA's efforts to develop an improved understanding of the economic benefits provided to residents of Monterey County by the reservoirs, related projects and programs, and operational and management approaches.

The work described herein will utilize existing modeling tools and approaches to examine the amount of recharge that occurs along the Salinas River and its tributaries due to reservoir operations. This will be accomplished by simulating the differences in conditions in the connected Basin-Salinas River-reservoir system under actual and hypothetical operational approaches using the Salinas Valley Operational Model (SVOM), a tool developed by the U.S. Geological Survey (USGS) and updated by Montgomery & Associates.

Spatial and temporal distribution of recharge will be analyzed by quantifying differences in recharge with and without the reservoirs. This analysis will support an independent analysis, being performed by Dr. Fernando DePaolis, of the economic value of groundwater recharge.

SCOPE OF SERVICES

The following tasks are proposed in this scope of services, each further described below:

- Task 1. Project Management and Meetings
- Task 2. Develop Benefit Quantification Approach
- Task 3. Current Operations Scenario
- Task 4. No Projects Scenario
- Task 5. Technical Memorandum
- Optional Task 6. Interlake Tunnel Scenario

Task 1. Project Management and Meetings

West Yost will manage project efforts, including preparing and submitting monthly invoices. This task also includes time for West Yost staff to attend regular meetings with MCWRA staff to discuss project progress and status, and present interim results.

Assumptions

- Client will coordinate as needed between West Yost and Dr. DePaolis
- Two scheduled one-hour virtual meetings will be held to present interim progress and/or final results to the MCWRA committee and/or Board of Directors meetings; two West Yost team members will attend each virtual meeting
- Three scheduled one-hour monthly virtual meetings will be held to discuss project progress and anticipated issues, if any; two West Yost team members will attend each virtual meeting

Deliverables

- West Yost will provide slide decks, meeting notes, and action items as requested
- West Yost will prepare monthly invoices with budget status and a description of project activities for the month

Task 2. Develop Benefit Quantification Approach

To most efficiently quantify the recharge benefit provided by the reservoirs, an approach should be agreed upon that meets the needs of MCWRA and Dr. DePaolis, while accounting for the limitations and assumptions of the SVOM. Under this task, West Yost would attend a two-hour kick-off meeting with MCWRA staff and Dr. DePaolis, focusing on how the SVOM can be used to support the economic analysis. West Yost will discuss the capabilities and limitations of the SVOM based on our experience with previous versions of the model and published information on how the model has changed since its public release by the USGS.

The outcome of this task will be an agreed-upon approach to quantifying the recharge benefit that:

- Subdivides the system spatially into useful analytical units (e.g., by subbasin)
- Accounts for losses of groundwater within the riparian zone (e.g., via evapotranspiration)
- Generalizes benefits to an appropriate level of detail (e.g., by water year type)

Although ideas on benefit quantification may develop during the project, achieving agreement early reduces the potential for issues later on due to different understandings of the needs of the analysis and the capabilities of the SVOM.

Task 2 Assumptions

- Client will facilitate coordination between West Yost and Dr. DePaolis
- It is assumed that one virtual two-hour meeting will be held, and two West Yost staff will attend

Task 2 Deliverables

- A summary of the discussion will be distributed via e-mail to MCWRA and Dr. DePaolis, with the agreed-upon approach highlighted
- The benefit quantification approach will be described in the Technical Memorandum (TM) (Task 5)

Task 3. Current Operations Scenario

The recharge benefit of the reservoirs will be quantified as the difference between the amount of recharge that occurs under current conditions and the recharge that would occur if the reservoirs were not present in the system. The existing operational approach will be simulated using the existing baseline scenario of the SVOM, which has been designed to approximate current operations. This scenario uses the current operational approach for the reservoirs and SRDF, including flow requirements to support habitat management and the migration of threatened Steelhead between Monterey Bay and spawning and rearing grounds. The scenario assumes that land use (e.g., crop types) does not vary from year to year.

This task includes acquiring the updated SVOM, running it, and post-processing the model results. We do not anticipate sharing the results of the Current Operations Scenario in isolation (i.e., without the No Projects Scenario results). West Yost will develop customized post-processing approaches to generate the output information needed to quantify recharge benefit.

Task 3 Assumptions

- The available version of the SVOM will be usable as the Current Operations Scenario with minimal modification
- Work sessions with Montgomery & Associates to operate the SVOM are not budgeted at this time.

Task 3 Deliverables

- West Yost will provide post-processed model results from Task 3 to MCWRA
- No separate deliverable will be provided for this task; findings will be incorporated into Task 5 TM

Task 4. No Projects Scenario

As a counterpart to the Current Operations Scenario, West Yost will develop a No Projects Scenario that simulates conditions in the Basin without the Nacimiento and San Antonio Reservoirs and projects and programs that rely on them (such as the Salinas River Diversion Facility, SRDF). The design of this scenario will resemble the No Projects Scenario developed for the Salinas River Operational Habitat Conservation Plan (HCP), except that the HCP assumed the reservoirs were in place but not operating, while this No Projects Scenario will assume that the reservoirs do not exist at all.

Other than the absence of the reservoirs, the No Projects Scenario will make the same assumptions as the Current Operations Scenario. Land use and initial groundwater head conditions will be identical between the two scenarios. The Castroville Seawater Intrusion Project (CSIP) will operate under the No Projects Scenario but will be supplied only by recycled water and supplemental well pumping. Fish passage requirements will not be in place.

This task includes modifying the Current Operations Scenario to create the No Projects Scenario, running it, and post-processing the model results. It also includes comparisons between the Current Operations and No Projects Scenarios, including quantification of the recharge benefit.

Task 4 Assumptions

- Client will provide updated reservoir inflow information if needed
- Modifications to create the No Projects Scenario will be of a similar scale to those needed to create the HCP No Projects Scenario

Task 4 Deliverables

- West Yost will provide post-processed model results from Task 3 to MCWRA
- No separate deliverable will be provided for this task; findings will be incorporated into Task 5 TM

Task 5. Technical Memorandum

West Yost will prepare a TM to document the development of the Current Operations and No Projects Scenarios (Tasks 3 and 4, respectively), present their results, and quantify the recharge benefit received from the reservoirs. The TM will briefly describe the process of developing the benefit quantification approach (Task 2). The TM will discuss the assumptions and limitations of the modeling tool that provide important context for interpreting the results of this project; this discussion will not be exhaustive.

MCWRA will have a two-week review period of the Draft TM, after which West Yost will finalize the TM for submittal. If desired by MCWRA, Dr. DePaolis may also review the TM and provide comments.

Task 5 Assumptions

- Client will provide comments on the Draft TM

Task 5 Deliverables

- One Draft and one Final TM will be submitted

Optional Task 6. Interlake Tunnel Scenario

West Yost will develop, run, and post-process an additional model scenario that includes the operation of the proposed Interlake Tunnel between Nacimiento and San Antonio Reservoirs, including the spillway raise at San Antonio Dam. The Interlake Tunnel Scenario will be based on the Current Operations Scenario, with changes implemented to reflect the operation of the Interlake Tunnel and the higher spillway crest elevation at San Antonio Dam, which affects the Flood Rule Curve for San Antonio Reservoir.

The Interlake Tunnel Scenario will be compared to both the Current Operations and No Projects Scenarios to demonstrate differences in the level of recharge benefit received from the reservoirs, and the benefit that would be received from the reservoirs if the Interlake Tunnel and spillway raise were in place.

Operational rules related to the Interlake Tunnel and San Antonio Dam spillway already exist in the SVOM and do not need to be created for this task. However, the SVOM Interlake Tunnel rules may need to be modified to account for changes to the overall ruleset that have occurred since the Interlake Tunnel rules were developed.

If MCWRA determines that this Optional Task should be performed, results from the Interlake Tunnel Scenario will be incorporated into the Task 5 TM.

Optional Task 6 Assumptions

- It is assumed that one additional one-hour meeting will take place, with two West Yost staff attending
- The budget includes time to make modifications to the existing Interlake Tunnel ruleset
- The budget includes time to document the Interlake Tunnel Scenario for inclusion into Task 5 TM

Optional Task 6 Deliverables

- No separate deliverable will be provided for this task; findings will be incorporated into Task 5 TM

PROJECT BUDGET

West Yost's proposed level of effort and budget for each of the tasks described above is shown in Table 1. West Yost will perform the scope of services described above on a time-and-expenses basis at West Yost's standard billing rates. Our current Billing Rate Schedule is attached. Fees will be limited to a not-to-exceed budget of $91,294 ($126,176 if Optional Task 6 is included). A 15 percent contingency is included on all tasks; this contingency will not be used without written authorization from MCWRA. Any additional services not included in this scope of services will be performed only after receiving written authorization and a corresponding budget augmentation.

Table 1. Example Table of Estimated Project Hours and Budget

Task	Level of Effort, hours	Estimated Budget, dollars
Task 1. Project Management and Meetings	32	$11,142
Task 2. Develop Benefit Quantification Approach	14	$4,878
Task 3. Current Operations Scenario	52	$17,492
Task 4. No Projects Scenario	68	$23,016
Task 5. Technical Memorandum	70	$22,858
15% Contingency		$11,908
Subtotal		$91,294
Optional Task 6. Interlake Tunnel Scenario	90	$30,332
15% Contingency		$4,550
Total Project Hours and Budget		**$126,176**

SCHEDULE

West Yost anticipates scheduling the kick-off meeting within two weeks after receiving notice to proceed. Assuming all necessary data and information are available, West Yost anticipates delivery of the Draft Task 5 TM is approximately two and a half months after notice to proceed is received.

Thank you for providing West Yost the opportunity to be of continued service to MCWRA. We look forward to working with you on this important project. Please call if you have any questions or require additional information.

Sincerely,
WEST YOST

Matt Baillie, PG, CHg
Principal Hydrogeologist I

cc: Les Chau, BCES

Attachment(s): Attachment A. West Yost's 2026 Billing Rate Schedule

EXHIBIT B

FEE SCHEDULE

Project ID:

Attachment A

West Yost's 2026 Billing Rate Schedule

2026 Billing Rate Schedule

(Effective January 1, 2026, through December 31, 2026)*

POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	$392
Engineer/Scientist/Geologist Manager I / II	$370 / $387
Principal Engineer/Scientist/Geologist I / II	$333 / $355
Senior Engineer/Scientist/Geologist I / II	$297 / $312
Associate Engineer/Scientist/Geologist I / II	$246 / $265
Engineer/Scientist/Geologist I / II / III	$191 / $221 / $231
Engineering Aide	$117
Field Monitoring Services	$145
Administrative I / II / III / IV	$107 / $133 / $160 / $176
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	$384 / $387
Principal Tech Specialist I / II	$353 / $365
Senior Tech Specialist I / II	$320 / $334
Senior GIS Analyst	$292
GIS Analyst	$277
Technical Specialist I / II / III / IV	$206 / $231 / $261 / $291
Technical Analyst I / II	$148 / $176
Technical Analyst Intern	$119
Cross-Connection Control Specialist I / II / III / IV	$154 / $167 / $188 / $208
CAD Manager	$233
CAD Designer I / II	$181 / $204
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	$373
Construction Manager I / II / III / IV	$222 / $237 / $251 / $318
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	$200 / $222 / $247 / $256
Apprentice Inspector	$181
CM Administrative I / II	$96 / $130
Field Services	$256

- Hourly rates include charges for technology and communication, such as general and CAD computer software, telephone calls, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside services, such as vendor reproductions, prints, and shipping; major West Yost reproduction efforts; as well as engineering supplies, etc., will be billed at the actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness services, research, technical review, analysis, preparation, and meetings will be billed at 150% of standard hourly rates. Expert witness testimony and depositions will be billed at 200% of standard hourly rates.
- A finance charge of 1.5% per month (an annual rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

* This schedule is updated annually

2026 Billing Rate Schedule

(Effective January 1, 2026, through December 31, 2026)*

Equipment Charges

EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	$300 / day
Aquacalc / Pygmy or AA Flow Meter	$28 / day
Emergency SCADA System	$35 / day
Field Vehicles (Groundwater)	$200 / day
Gas Detector	$80 / day
Generator	$60 / day
Hydrant Pressure Gauge	$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	$55 / day
Hydrant Pressure Recorder, Standard	$40 / day
Low Flow Pump Back Pack	$135 / day
Low Flow Pump Controller	$200 / day
Powers Water Level Meter	$32 / day
Precision Water Level Meter 300ft	$30 / day
Precision Water Level Meter 500ft	$40 / day
Precision Water Level Meter 700ft	$45 / day
QED Sample Pro Bladder Pump	$65 / day
Skydio 2+ Drone (2 hour minimum)	$100 / hour
Storage Tank	$20 / day
Sump Pump	$24 / day
Transducer Communications Cable	$10 / day
Transducer Components (per installation)	$23 / day
Trimble GPS – Geo 7x	$220 / day
Tube Length Counter	$22 / day
Turbidity Meter	$30 / day
Turbidity Meter (2100Q Portable)	$35 / day
Vehicle (Construction Management)	$18.75 / hour
Water Flow Probe Meter	$20 / day
Water Quality Meter	$50 / day
Water Quality Multimeter	$185 / day
Well Sounder	$30 / day

* This schedule is updated annually