

County of Monterey

1441 Schilling Place
Saffron Room
Salinas, CA 93901



Meeting Agenda

Friday, March 3, 2023

10:00 AM

IMPORTANT COVID-19 NOTICE ON PAGE 2-4
AVISO IMPORTANTE SOBRE COVID-19 EN LA PAGINA 2-4
Water Resources Agency Finance Committee

John Baillie, Chair
Mark Gonzalez
Mike LeBarre
Matthew Simis

IMPORTANT NOTICE REGARDING COVID 19 AND PARTICIPATION IN THE FINANCE COMMITTEE MEETING

In order to minimize the spread of the COVID 19 virus, please do the following:

To participate in this Finance 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/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.

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@co.monterey.ca.us 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.

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@co.monterey.ca.us. 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.

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 Thursday before the meeting to: WRAPubliccomment@co.monterey.ca.us. 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.

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 Thursday before the meeting at WRAPubliccomment@co.monterey.ca.us. (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@co.monterey.ca.us. 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.

8. The Chair and/or Secretary may set reasonable rules as needed to conduct the meeting in an orderly manner.

AVISO IMPORTANTE SOBRE COVID 19 Y PARTICIPACIÓN EN LA REUNIÓN DEL COMITE DE FINANZAS

Para minimizar la propagación del virus COVID 19, haga lo siguiente:

Para participar en esta reunión del Comité de Finanzas 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/92403510520>

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:
924 0351 0520 PASSWORD: 404237 . 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@co.monterey.ca.us 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.

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@co.monterey.ca.us. 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.

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 Jueves antes de la reunión a: WRAPublicComment@co.monterey.ca.us. 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 Jueves antes de la reunión a WRAPublicComment@co.monterey.ca.us (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@co.monterey.ca.us. 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 .

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 Finance Committee meeting and Special meeting on February 3, 2023.

Attachments: [Draft Finance Special Meeting Minutes February 3, 2023](#)
 [Draft Finance Minutes February 3, 2023](#)

Scheduled Items

2. Consider recommending that Monterey County Water Resources Agency (MCWRA) Board of Supervisors approve and authorize the MCWRA General Manager to execute an amended Cost Share Agreement with the City of Watsonville, Santa Cruz Flood Control and Water Conservation District -Zone 7, and the Pajaro

Regional Flood Management Agency to fund activities of the Pajaro Regional Flood Management Agency.

Attachments: [Board Report](#)
[Cost Sharing Agreement Zone 7](#)

3. Support recommending that the Board of Directors of the Monterey County Water Resources Agency recommend that the Board of Supervisors of the Monterey County Water Resources Agency approve and execute an Operations, Maintenance, Repair, Replacement, and Rehabilitation Assignment Agreement with the Pajaro Regional Flood Management Agency for the Pajaro River Federal Flood Control Project.

Attachments: [Board Report](#)
[PRFMA MCWRA OMRRR Agreement Final 2023](#)

4. Consider recommending that the Monterey County Water Resources Agency (MCWRA) Board of Supervisors approve and authorize the Auditor-Controller to, to pay for emergency protective measure projects mitigating damage to Agency facilities caused by the 2022/2023 winter storm events:
- a. Increase Fiscal Year (FY) 2022-23 appropriations and revenues in the MCWRA Budget Fund 111, Appropriation WRA001, Unit 8267 by \$2,500,000, which will be financed by the Monterey County Strategic Reserve Fund; and
 - b. Increase FY 2022-23 appropriations and revenues in the MCWRA Budget Fund 116, Appropriation WRA006, Unit 8485 by \$2,500,000, which will be financed by the Monterey County Strategic Reserve Fund; and
 - c. Increase FY 2022-23 appropriations and revenues in the MCWRA Budget Fund 112, Appropriation WRA002, Unit 8484 by \$900,000, which will be financed by the Monterey County Strategic Reserve Fund.

Attachments: [Board Report](#)
[MCWRA Fund Balance Summary](#)

5. Consider recommending that the Monterey County Water Resources Agency (MCWRA) Board of Supervisors approve and authorize the Auditor-Controller to:
- a. Increase Fiscal Year (FY) 2022-23 appropriations in the MCWRA Budget Fund 122, Appropriation WRA012, Unit 8487 by \$350,000 to pay for operational needs of Reclamation Ditch (Zone 9) and to be financed by Fund 122 Fund Balance; and
 - b. Increase FY 2022-23 appropriations in the MCWRA Budget Fund 131, Appropriation WRA020, Unit 8491 by \$600,000 to pay operational expenses of Industrial Wastewater Pond 3 Projects in 2022 and 2023 and be financed by Fund 131 Fund Balance.

Attachments: [Board Report](#)
 [MCWRA Fund Balance Summary](#)

6. Consider recommending that the Board of Directors approve Amendment No. 5 to the Agreement for Services with JM Electric, Inc., by extending the contract term to June 30, 2024, and adding \$50,000 for a new contract total of \$200,000 to provide electrical services for the Nacimiento Hydroelectric Plant; and authorize the General Manager to execute Amendment No. 5.

Attachments: [Board Report](#)
 [Amendment No. 5](#)
 [Copies of Amendments No. 1-4](#)
 [Copy of Original Agreement for Services](#)

7. Consider Receiving the January 2023 Financials for All Agency Funds.

Attachments: [MCWRA Financial Status Report January 2023](#)

Presentation

8. FY2023-24 Preliminary Budget Review

Status Reports

- 9.
- Proposition 218 Update
 - 3-5 Year Financial Plan Update
 - Funding Opportunities Update
 - Grants Update
 - Homeless Encampment Cleanup Costs

Calendar

10. Set next meeting date and discuss future agenda items.

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: WRAFIN 23-007

March 03, 2023

Introduced: 2/27/2023

Current Status: Draft

Version: 1

Matter Type: WRA Finance Item

Approve the Minutes of the Finance Committee meeting and Special meeting on February 3, 2023.

County of Monterey

1441 Schilling Place
Saffron Room
Salinas, CA 93901



Meeting Minutes

Friday, February 3, 2023

10:00 AM

SPECIAL MEETING

IMPORTANT COVID-19 NOTICE ON PAGE 2-4
AVISO IMPORTANTE SOBRE COVID-19 EN LA PAGINA 2-4

Water Resources Agency Finance Committee

John Baillie, Chair
Mark Gonzalez
Mike LeBarre
Matthew Simis

**IMPORTANT NOTICE REGARDING COVID 19 AND PARTICIPATION IN THE
FINANCE COMMITTEE MEETING**

In order to minimize the spread of the COVID 19 virus, please do the following:

To participate in this Finance 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/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.

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@co.monterey.ca.us 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.

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@co.monterey.ca.us. 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.

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 Thursday before the meeting to: WRAPubliccomment@co.monterey.ca.us. 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.

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 Thursday before the meeting at WRAPubliccomment@co.monterey.ca.us. (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@co.monterey.ca.us. 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.

8. The Chair and/or Secretary may set reasonable rules as needed to conduct the meeting in an orderly manner.

AVISO IMPORTANTE SOBRE COVID 19 Y PARTICIPACIÓN EN LA REUNIÓN DEL COMITÉ DE FINANZAS

Para minimizar la propagación del virus COVID 19, haga lo siguiente:

Para participar en esta reunión del Comité de Finanzas 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/92403510520>

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: 924 0351 0520 PASSWORD: 404237 . 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@co.monterey.ca.us 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.

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@co.monterey.ca.us. 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.

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 Jueves antes de la reunión a: WRAPubliccomment@co.monterey.ca.us. 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 Jueves antes de la reunión a WRAPubliccomment@co.monterey.ca.us (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@co.monterey.ca.us. 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 .

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

The meeting was called to order at 10:03 a.m.

Roll Call

Present: John Baillie, Mark Gonzalez, Mike LeBarre, Matthew Simis
Absent: None

Public Comment

None

Committee Member Comments

None

Scheduled Items

Upon Motion by Matthew Simis, Second by Mark Gonzalez the Committee approved the Scheduled Item of the Finance Committee.

Ayes: John Baillie, Mark Gonzalez, Mike LeBarre, Matthew Simis

Noes: None

Absent: None

Consider finding, pursuant to AB 361 and in order for the Monterey County Water Resources Agency Finance Committee to continue meeting remotely, that the COVID-19 pandemic state of emergency declared by Governor Newsom is still in effect; the Finance Committee has reconsidered the circumstances of the state of emergency; and the Monterey County Health Officer continues to recommend social distancing measures for meetings of the legislative bodies.

Attachments: [Board Report](#)

Adjournment

The meeting adjourned at 10:05 a.m.

County of Monterey

*1441 Schilling Place
Saffron Room
Salinas, CA 93901*



Meeting Minutes

Friday, February 3, 2023

10:00 AM

**IMPORTANT COVID-19 NOTICE ON PAGE 2-4
AVISO IMPORTANTE SOBRE COVID-19 EN LA PAGINA 2-4**

Water Resources Agency Finance Committee

*John Baillie, Chair
Mark Gonzalez
Mike LeBarre
Matthew Simis*

**IMPORTANT NOTICE REGARDING COVID 19 AND PARTICIPATION IN THE
FINANCE COMMITTEE MEETING**

In order to minimize the spread of the COVID 19 virus, please do the following:

To participate in this Finance 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/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.

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@co.monterey.ca.us 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.

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@co.monterey.ca.us. 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.

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 Thursday before the meeting to: WRAPubliccomment@co.monterey.ca.us. 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.

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 Thursday before the meeting at WRAPubliccomment@co.monterey.ca.us. (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@co.monterey.ca.us. 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.

8. The Chair and/or Secretary may set reasonable rules as needed to conduct the meeting in an orderly manner.

AVISO IMPORTANTE SOBRE COVID 19 Y PARTICIPACIÓN EN LA REUNIÓN DEL COMITE DE FINANZAS

Para minimizar la propagación del virus COVID 19, haga lo siguiente:

Para participar en esta reunión del Comité de Finanzas 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/92403510520>

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: 924 0351 0520 PASSWORD: 404237 . 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@co.monterey.ca.us 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.

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@co.monterey.ca.us. 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.

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 Jueves antes de la reunión a: WRAPubliccomment@co.monterey.ca.us. 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 Jueves antes de la reunión a WRAPubliccomment@co.monterey.ca.us (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@co.monterey.ca.us. 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 .

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

The meeting was called to order at 10:05 a.m.

Roll Call

Present: John Baillie, Mark Gonzalez, Mike LeBarre, Matthew Simis
Absent: None

Public Comment

Amy Woodrow, George Fontes

Committee Member Comments

None

Consent Calendar

Upon Motion by Matthew Simis, Second by Mark Gonzalez the Committee approved the Consent Calendar of the Finance Committee.

Ayes: John Baillie, Mark Gonzalez, Mike LeBarre, Matthew Simis

Noes: None

Absent: None

1. Approve the Minutes of the Finance Committee meeting on December 2, 2022.

Attachments: [Draft Finance Minutes December 2, 2022](#)

Scheduled Items

2. Consider receiving a FY 2022-23 Financial Status Report of the Monterey County Water Resources Agency for Accounting Period 6 ending December 31, 2022.

Attachments: [Board Report](#)

[FY23 Financial Summary of July thru Dec 2022](#)

Upon Motion by Matthew Simis, Second by Mark Gonzalez the Committee received the FY 2022-23 Financial Status Report of the Monterey County Water Resources Agency for the Accounting Period 6 ending December 31, 2022.

Ayes: John Baillie, Mark Gonzalez, Mike LeBarre, Matthew Simis

Noes: None

Absent: None

3. Support recommending that the Board of Directors of the Monterey County Water Resources Agency recommend that the Board of Supervisors of the Monterey County Water Resources Agency approve Ordinance No. _____ amending Ordinance No. 03790 concerning the destruction of groundwater wells in MCWRA's Zone 2B.

Attachments: [Board Report](#)

[Ordinance No. 3790 Proposed Amendments \(redline\)](#)

Per County Counsel Item was pulled from Agenda.

Status Reports

4.
 - Proposition 218 Update
 - 3-5 Year Financial Plan Update
 - Funding Opportunities Update
 - Grants Update
 - Homeless Encampment Cleanup Costs

Attachments: [Grants Update](#)

Calendar

5. Set next meeting date and discuss future agenda items.

Adjournment

The meeting adjourned at 11:06 a.m.



County of Monterey

Item No.2

Board Report

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

Legistar File Number: WRAFIN 23-009

March 03, 2023

Introduced: 2/27/2023

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

Consider recommending that Monterey County Water Resources Agency (MCWRA) Board of Supervisors approve and authorize the MCWRA General Manager to execute an amended Cost Share Agreement with the City of Watsonville, Santa Cruz Flood Control and Water Conservation District -Zone 7, and the Pajaro Regional Flood Management Agency to fund activities of the Pajaro Regional Flood Management Agency.

RECOMMENDATION:

It is recommended that the Finance Committee:

Consider recommending that the Monterey County Water Resources Agency (MCWRA) Board of Supervisors approve and authorize the MCWRA General Manager to execute an amended Cost Share Agreement with the City of Watsonville, Santa Cruz Flood Control and Water Conservation District -Zone 7, and the Pajaro Regional Flood Management Agency to fund activities of the Pajaro Regional Flood Management Agency.

SUMMARY/DISCUSSION:

The Pajaro Regional Flood Management Agency ("PRFMA") was formed under the Joint Exercise of Powers Act, Government Code section 6500 *et seq.*, pursuant to a Joint Exercise of Powers Agreement ("JPA Agreement") dated July 21, 2021 in order to coordinate, finance, acquire, construct, improve, operate or maintain flood management infrastructure on the Pajaro River in Santa Cruz and Monterey Counties.

The Member Agencies of the PRFMA are County of Santa Cruz, Santa Cruz County Flood Control and Water Conservation District, Zone 7 ("Zone 7"), County of Monterey ("County"), City of Watsonville, and the Monterey County Water Resources Agency ("MCWRA" or "Agency"). The PRFMA is the lead local agency to work with the United States Army Corps of Engineers in continuing the Pajaro River Federal Flood Control Project, which is currently maintained jointly by Zone 7 and MCWRA.

A Cost Share Agreement was proposed by PRFMA to allocate annual contributions of Watsonville, Zone 7, and MCWRA ("Cost Share Agencies"), and to fund operating expenses of the PRFMA by dedicating existing revenues generated within the boundaries of the PRFMA. The proposed Fiscal Year (FY) 2022-2023 allocations for MCWRA is \$443,700, which is subject to an annual cost-of-living adjustment by the Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-Hayward area during the previous fiscal year ending June 30.

MCWRA is currently negotiating an Operations, Maintenance, Repair, Rehabilitation and Replacement Agreement (“OMRR&R Agreement”) with the PRFMA to transfer MCWRA’s assets, current responsibilities, operation and maintenance activities, capital projects, flood monitoring, and related emergency response, all of which relate to Infrastructure in Zone 1/1A, to the PRFMA.

The Cost Share Agreement was authorized and approved by the MCWRA Board of Directors on August 15, 2022 and by the MCWRA Board of Supervisors on September 13th, 2022. However, PRFMA’s transitional phase to hire staff and better standup their organizations and continued negotiation of the OMRR&R Agreement has delayed executing the Cost Share agreement. The amended Cost Share Agreement includes minor changes in timing of payments for other partner agencies. It has same terms and conditions applicable to the MCWRA as the previously approved agreement.

Staff plans to complete both the Cost Share Agreement and the OMRR&R Agreement, effective June 1, 2023.

OTHER AGENCY INVOLVEMENT:

MCWRA is working with PRFMA.

FINANCING:

Of the combined total contribution of \$443,7000 allocated to MCWRA and County in FY2022-23, MCWRA will dedicate \$250,000 of Zone 1/1A flood benefit assessments revenue to PRFMA in FY23 and request County to contribute up to \$193,700 in FY 2022-23. County’s annual contributions will continue for the next seven years until the final contribution in FY2029-30, for the annual amount not to exceed \$193,700. It is expected that as the operations and responsibilities of PRFMA grows, Zone 1/1A flood assessment that MCWRA can contribute to the PRFMA Cost Share Agreement will increase while County’s contributions will decrease.

Actual contribution amount to the PRFMA in FY2022-23 will be reduced by offsetting expenses incurred by the MCWRA during FY2022-23. Sufficient appropriations for the Cost Share Agreement are available in Agency’s FY 2022-2023 Adopted Budget Fund 112-9300-WRA002-UNIT 8484. Zone 1/1A flood benefit assessments in FY 2022-23 is estimated at \$506,290.

Prepared by: Nan Kyung Kim, Finance Manager III, (831) 755-4860
Approved by: Lew Bauman, Interim General Manager, (831) 755-4860

Attachments:

1. Amended Cost Share Agreement with PRFMA



County of Monterey

Item No.2

Board Report

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

Legistar File Number: WRAFIN 23-009

March 03, 2023

Introduced: 2/27/2023

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

Consider recommending that Monterey County Water Resources Agency (MCWRA) Board of Supervisors approve and authorize the MCWRA General Manager to execute an amended Cost Share Agreement with the City of Watsonville, Santa Cruz Flood Control and Water Conservation District -Zone 7, and the Pajaro Regional Flood Management Agency to fund activities of the Pajaro Regional Flood Management Agency.

RECOMMENDATION:

It is recommended that the Finance Committee:

Consider recommending that the Monterey County Water Resources Agency (MCWRA) Board of Supervisors approve and authorize the MCWRA General Manager to execute an amended Cost Share Agreement with the City of Watsonville, Santa Cruz Flood Control and Water Conservation District -Zone 7, and the Pajaro Regional Flood Management Agency to fund activities of the Pajaro Regional Flood Management Agency.

SUMMARY/DISCUSSION:

The Pajaro Regional Flood Management Agency ("PRFMA") was formed under the Joint Exercise of Powers Act, Government Code section 6500 *et seq.*, pursuant to a Joint Exercise of Powers Agreement ("JPA Agreement") dated July 21, 2021 in order to coordinate, finance, acquire, construct, improve, operate or maintain flood management infrastructure on the Pajaro River in Santa Cruz and Monterey Counties.

The Member Agencies of the PRFMA are County of Santa Cruz, Santa Cruz County Flood Control and Water Conservation District, Zone 7 ("Zone 7"), County of Monterey ("County"), City of Watsonville, and the Monterey County Water Resources Agency ("MCWRA" or "Agency"). The PRFMA is the lead local agency to work with the United States Army Corps of Engineers in continuing the Pajaro River Federal Flood Control Project, which is currently maintained jointly by Zone 7 and MCWRA.

A Cost Share Agreement was proposed by PRFMA to allocate annual contributions of Watsonville, Zone 7, and MCWRA ("Cost Share Agencies"), and to fund operating expenses of the PRFMA by dedicating existing revenues generated within the boundaries of the PRFMA. The proposed Fiscal Year (FY) 2022-2023 allocations for MCWRA is \$443,700, which is subject to an annual cost-of-living adjustment by the Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-Hayward area during the previous fiscal year ending June 30.

MCWRA is currently negotiating an Operations, Maintenance, Repair, Rehabilitation and

Replacement Agreement (“OMRR&R Agreement”) with the PRFMA to transfer MCWRA’s assets, current responsibilities, operation and maintenance activities, capital projects, flood monitoring, and related emergency response, all of which relate to Infrastructure in Zone 1/1A, to the PRFMA.

The Cost Share Agreement was authorized and approved by the MCWRA Board of Directors on August 15, 2022 and by the MCWRA Board of Supervisors on September 13th, 2022. However, PRFMA’s transitional phase to hire staff and better standup their organizations and continued negotiation of the OMRR&R Agreement has delayed executing the Cost Share agreement. The amended Cost Share Agreement includes minor changes in timing of payments for other partner agencies. It has same terms and conditions applicable to the MCWRA as the previously approved agreement.

Staff plans to complete both the Cost Share Agreement and the OMRR&R Agreement, effective June 1, 2023.

OTHER AGENCY INVOLVEMENT:

MCWRA is working with PRFMA.

FINANCING:

Of the combined total contribution of \$443,7000 allocated to MCWRA and County in FY2022-23, MCWRA will dedicate \$250,000 of Zone 1/1A flood benefit assessments revenue to PRFMA in FY23 and request County to contribute up to \$193,700 in FY 2022-23. County’s annual contributions will continue for the next seven years until the final contribution in FY2029-30, for the annual amount not to exceed \$193,700. It is expected that as the operations and responsibilities of PRFMA grows, Zone 1/1A flood assessment that MCWRA can contribute to the PRFMA Cost Share Agreement will increase while County’s contributions will decrease.

Actual contribution amount to the PRFMA in FY2022-23 will be reduced by offsetting expenses incurred by the MCWRA during FY2022-23. Sufficient appropriations for the Cost Share Agreement are available in Agency’s FY 2022-2023 Adopted Budget Fund 112-9300-WRA002- UNIT 8484. Zone 1/1A flood benefit assessments in FY 2022-23 is estimated at \$506,290.

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

Approved by: Lew Bauman, Interim General Manager, (831) 755-4860

Attachments:

1. Amended Cost Share Agreement with PRFMA

DRAFT

COST SHARING AGREEMENT

**TO FUND THE ACTIVITIES OF THE PAJARO REGIONAL
FLOOD MANAGEMENT AGENCY (PRFMA)**

BY AND AMONG THE

CITY OF WATSONVILLE,

SANTA CRUZ COUNTY FLOOD CONTROL AND WATER CONSERVATION

DISTRICT—ZONE 7,

MONTEREY COUNTY WATER RESOURCES AGENCY

AND

PAJARO REGIONAL FLOOD MANAGEMENT AGENCY

PAJARO REGIONAL FLOOD MANAGEMENT AGENCY

COST SHARING AGREEMENT

This Cost Sharing Agreement (“Agreement”) is made and entered into effective _____ (the “Effective Date”) by and among the following public agencies (individually, “Party” and collectively, “Parties”):

1. Santa Cruz County Flood Control and Water Conservation District, Zone 7 (“Zone 7”), created by resolutions of the Santa Cruz County Flood Control and Water Conservation District pursuant to Chapter 77 of the Water Code Appendix (West’s Annotated California Codes);
2. City of Watsonville, a municipal corporation (herein called “Watsonville”);
3. Monterey County Water Resources Agency (“MCWRA”), a special act agency of the State of California with duties and responsibilities set forth in Chapter 52 of the California Water Code Appendix; and
4. Pajaro Regional Flood Management Agency (“PRFMA” or “Agency”).

WHEREAS, PRFMA was formed under the Joint Exercise of Powers Act, Government Code sections 6500 et seq., pursuant to a Joint Exercise of Powers Agreement (“JPA Agreement”) dated July 21, 2021 in order to coordinate, finance, acquire, construct, improve, operate and maintain flood management infrastructure in Santa Cruz and Monterey Counties.

WHEREAS, the Member Agencies of the PRFMA are:

1. County of Santa Cruz, a political subdivision of the State of California organized and existing under the laws of the State of California;
2. Zone 7;
3. County of Monterey, a political subdivision of the State of California organized and existing under the laws of the State of California;
4. Watsonville; and
5. MCWRA.

WHEREAS, the JPA Agreement authorizes the PRFMA to:

- a. Study, plan, and implement ways and means to provide a reasonable program and plan of operation for the control of waters within or flowing into the boundaries of the Agency;
- b. Participate in financing or re-financing any Infrastructure, in accordance with any terms and conditions imposed by the JPA Law;

- c. Make and enter into contracts necessary to the accomplishment of the purposes of the JPA Agreement;
- d. Contract for the services of engineers, attorneys, planners, financial consultants, and other contractors and consultants as needed;
- e. Employ such persons as it deems necessary;
- f. Enter into agreements with the United States of America, the State of California, or any other public or private person to provide a portion or all of the local contribution which may be required for Infrastructure constructed by the State or Federal governments or one or more Member Agencies;
- g. Acquire, construct, manage, control, maintain, improve, repair, replace, and/or operate any Infrastructure; provided, however, that the Agency shall not do so as to Infrastructure within the boundaries of a Member Agency without its prior written agreement;
- h. Acquire by eminent domain or otherwise, and to hold and dispose of, any interest in real or personal property necessary to the accomplishment of the purposes of the JPA Agreement;
- i. Receive gifts, contributions, and donations of property, funds, services, and other forms of financial or other assistance from any persons, firms, corporations, or governmental entities;
- j. Sue and be sued in its own name;
- k. Adopt rules, regulations, policies, bylaws, and procedures governing the operation of the Agency;
- l. Incur debts, liabilities, or obligations;
- m. Levy and collect assessments and/or special taxes and to participate in other financing districts;
- n. Establish, revise, and collect fees as a condition of development of land or otherwise;
- o. Apply for, accept, and receive state, federal, or local licenses, permits, grants, loans, and other aid from any agency of the United States of America, or of the State of California, or from any other public or private entity necessary for the accomplishment of the purposes of the JPA Agreement;
- p. Perform all acts necessary or proper to carry out fully the purpose of the JPA Agreement and not inconsistent with the JPA Law;
- q. Invest money not required for the immediate necessities of the Agency pursuant to Government Code sections 6505.5 and 53601;
- r. Refinance indebtedness incurred by one of more Member Agencies in connection with any of the purposes of the JPA Agreement;

- s. Apply for letters of credit or other form of financial guarantees to secure the repayment of bonds and enter into agreements in connection therewith;
- t. Carry out and enforce the JPA Agreement; and
- u. Exercise all other powers common to the Member Agencies and authorized by Government Code section 6508.

WHEREAS, the JPA Agreement does not allocate contributions among the Member Agencies or among the Parties to this Agreement.

WHEREAS, the Parties desire to allocate financial contributions to the PRFMA as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above findings and of the mutual promises contained herein, the Parties do hereby agree as follows:

Section 1. Definitions.

Section 1.1 “Infrastructure” includes, without limitation, watercourses, drainage channels, conduits, ditches, canals, water storage facilities, pumping plants, levees, buildings and structures or other capital facilities for the management and disposal of waters within the boundaries of the PRFMA, or outside and running into the PRFMA, or to conserve any waters for beneficial use within the PRFMA, including easements and rights-of-way.

Section 1.2 “Project Commitments” means written agreements between or among the Member Agencies, PRFMA, the Parties, the State of California, the federal government or other public agencies to: (i) design, finance, acquire, construct, improve, operate or maintain Infrastructure, including funding for overhead, planning, and administrative costs; (ii) indemnify one another, one or more Member Agencies or Parties, or other public entities for liabilities arising out of such operation and maintenance or the failure of such operation and maintenance; and/or (iii) indemnify one another, one or more Member Agencies, Parties, or other public or private entities for design or construction of Infrastructure designed or constructed by the PRFMA.

Section 2. Allocation of Costs. All contributions to the PRFMA shall be allocated among the Parties in the manner set forth in Exhibit A.

Section 3. Project Commitments. This Agreement may not be rescinded or terminated, and Zone 7, MCWRA, and Watsonville may not withdraw from this Agreement while that Party’s contributions under this Agreement are used to fund Project Commitments, unless the PRFMA or another public agency has provided such reasonable written assurances to perform those Project Commitments as may be requested by the State, the Federal government, or other contracting parties to those Project Commitments. The PRFMA may assume Project Commitments of a Party by resolution of the PRFMA Board and in no other fashion.

Section 4. Agreements Concerning PRFMA and Parties' Responsibilities. The Parties shall enter into one or more agreements transferring the current responsibilities and activities of Zone 7, MCWRA, and Watsonville regarding operation and maintenance ("O&M"), capital projects, flood monitoring, and related emergency response, all of which related to Infrastructure, to the PRFMA. Such agreement(s) shall be negotiated, executed, and approved by the Parties' legislative bodies on or before December 31, 2022, unless a later date is agreed to in writing by all Parties. In the event such agreement(s) are not negotiated, executed, and approved by this deadline, or a later date agreed to in writing by all the Parties, Zone 7, MCWRA, and Watsonville shall not be obligated to make any further contributions to PRFMA under this Agreement.

Section 5. Withdrawal. A Party may withdraw from this Agreement pursuant to the procedures set forth below.

Section 5.1 Notice. Prior to withdrawal, a Party must provide written notice of its intent to withdraw to the PRFMA, as well as all other Parties and PRFMA Member Agencies.

Section 5.2 Report. Within 60 days of receipt by the PRFMA, all Parties, and all Member Agencies of the written notice of intent to withdraw required under Section 5.1 above, the PRFMA shall order to be prepared a report ("Report") identifying the extent to which contributions from the Party proposing withdrawal ("Withdrawing Party") are used to fund Project Commitments that may prevent withdrawal pursuant to Section 3 above; the steps required to unwind the Withdrawing Party's obligation to fund Project Commitments; and alternative sources of funding the costs that would otherwise be allocated to or paid for by the Withdrawing Party's contributions. The Report shall be submitted to the PRFMA and the Member Agencies no later than 90 days after it is ordered prepared.

Section 5.3 Determination of Contributions to Fund Project Commitments. If the Report determines that no contributions from the Withdrawing Party are used to fund Project Commitments that would prevent withdrawal under Section 3 above as of the date of receipt of the notice required by Section 5.1 of this Agreement, the PRFMA shall authorize the Withdrawing Party by Resolution to withdraw from this Agreement at the next regularly scheduled meeting of the PRFMA Board. The Withdrawing Party's withdrawal from this Agreement shall be effective as of the date of adoption of said Resolution, and said Withdrawing Party shall no longer be a party to this Agreement or bound by its terms. All remaining Parties shall remain bound by the terms of this Agreement.

If the Report determines that contributions from the Withdrawing Party are used to fund Project Commitments and that withdrawal is prohibited pursuant to Section 3 of this Agreement as of the date of receipt of the notice required under section 5.1 of this Agreement, the Withdrawing Party shall remain subject to this Agreement.

Section 5.4 Appeal. The Withdrawing Party may appeal the Report's determination that its contributions are used to fund Project Commitments that prevent withdrawal under

section 3 of this Agreement by submitting an appeal to the PRFMA Clerk of the Board, including all information relevant to the Withdrawing Party's position. The appeal shall be submitted no later than 60 days after receipt of the Report by the Withdrawing Party.

Within 60 days of submission of the Withdrawing Party's appeal, the Board shall set a hearing to determine the status of the Withdrawing Party's contributions to fund Project Commitments, and the Clerk of the Board shall provide the Withdrawing Party with at least 10 days' written notice of the hearing.

Within 45 days after the hearing on appeal, the Board shall provide written notice to the Withdrawing Party of its determination, which shall be final.

If the Board determines that contributions from the Withdrawing Party do not fund Project Commitments that prevent withdrawal under Section 3 of this Agreement as of the date of receipt of the notice required under section 5.1 of this Agreement, the PRMA shall authorize the Withdrawing Party by resolution to withdraw from this Agreement at the next regularly scheduled meeting of the PRFMA Board.

Section 6. Amendment. This Agreement may only be amended by written amendment signed by all Parties then subject to this Agreement.

Section 7. Meet and Confer. The Parties shall meet and confer on the 10th anniversary of the Effective Date, and at other mutually agreeable times, to discuss and consider: (i) the sufficiency of funding sources under this Agreement, (ii) any alternatives to the funding sources under this Agreement and their feasibility, and (iii) alternative arrangements and agreements, including amendments to this Agreement, to meet the Parties' goals.

Section 8. Indemnification. Each Party shall, to the fullest extent allowable under applicable law, indemnify and hold harmless the other Parties for and against any claim, action, liability, penalty, or other imposition whatsoever upon the other Parties, or any one of them, by reason of the activities of the indemnifying Party under this Agreement.

Section 9. Assignment; Binding on Successors. The rights and duties of the Parties may not be assigned or delegated without the written consent of all other Parties. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void and confer no rights on any third party. Any approved assignment or delegation shall be consistent with the terms of any then extant contributions to fund Project Commitments or other obligations of the Agency.

Section 10. Notice. Any notice or instrument required to be given or delivered shall be personally delivered or deposited in the United States mail, registered or certified, postage prepaid, addressed to the clerk or secretary of the Member Agency or Party at the address indicated on the website of the Member Agency or Party and shall be deemed to have been received by addressee 72 hours after such deposit. Notice may be given by such other means as the Member or Party specifies in

writing.

Section 11. Severability. Should a court of competent jurisdiction decide any part, term, or provision of this Agreement conflicts with law or is otherwise unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby and, to that end, the Parties declare the parts, terms, and provisions of this Agreement to be severable.

Section 12. Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute a single agreement, and each of which shall be an original for all purposes. Signatures may be given by emailed pdf or other equivalent means with the same force as original wet signatures.

Section 13. Integration. This Agreement represents the full and entire Agreement among the Parties with respect to the matters covered herein.

Section 14. Authority to Bind. The legislative bodies of the Parties have each authorized execution of this Agreement, as evidenced by the respective signatures attested below. The persons signing below warrant that they have actual authority to bind their respective principals to this Agreement.

Section 15. Selection of Forum. Any legal action or proceeding arising under this Agreement shall be brought in the Superior Court of California for the County of Sacramento and may not be brought or determined in any other forum or jurisdiction. The Parties unconditionally submit to the sole and exclusive jurisdiction of the Sacramento County Superior Court.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the day indicated below.

CITY OF WATSONVILLE

By: _____
MAYOR

Date: _____

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

MONTEREY COUNTY WATER RESOURCES
AGENCY

By: _____
CHAIRPERSON

Date: _____

ATTEST:

AGENCY CLERK

APPROVED AS TO FORM:

AGENCY COUNSEL

SANTA CRUZ COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT, ZONE 7

By: _____
CHAIRPERSON

Date: _____

ATTEST:

CLERK OF THE BOARD

APPROVED AS TO FORM:

DISTRICT COUNSEL

PAJARO REGIONAL FLOOD MANAGEMENT
AGENCY

By: _____
CHAIRPERSON

Date: _____

ATTEST:

BY: _____
SECRETARY

APPROVED AS TO FORM:

GENERAL COUNSEL

EXHIBIT A
Allocation of Parties' Contributions

Upon execution of this Agreement by all of the Parties and adoption by PRFMA of its 2022-23 annual budget, the Parties shall contribute the amounts set forth below prorated based on the number of days remaining in the fiscal year ending June 30, 2023. For example, if a Party's contribution is \$49,000, and this agreement is executed by all Parties and PRFMA adopts its budget on August 31, 2022, there would be 303 days remaining in the fiscal year ending June 30, 2023 and the contribution would be \$40,676.71 ($\$49,000 / 365 \times 303$). Thereafter, the Parties shall contribute the amounts set forth below including any adjustments on or before July 31, 2023 and on or before July 31 of each year thereafter.

It is the intent of the Parties to adjust the annual contributions for subsequent years as provided herein. Annual contributions for subsequent years may be adjusted for the increase in the Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-Hayward area during the previous fiscal year ("CPI Adjustment") if approved by the increasing Party's legislative body. While Zone 7's revenues may not be increased by more than 4%, pursuant to terms previously approved and adopted, other Parties' revenues are not so limited. For years in which the CPI Adjustment exceeds 4%, all Parties able to do so – including Zone 7 if permissible – may approve a CPI Adjustment in excess of 4% and, if so approved, the CPI Adjustment shall equal the amount approved by the legislative bodies of all other Parties with the exception of Zone 7.

Moreover, the annual contribution from Zone 7 shall be at least 96% of projected revenue for Zone 7 during that fiscal year. Thus, the annual contribution from Zone 7 shall be the greater of (1) the Zone 7 initial contribution for the first fiscal year, increased by cumulative CPI Adjustments through the end of the previous fiscal year, and (2) 96% of projected Zone 7 revenue during that fiscal year. In the event that the remaining Zone 7 revenues and/or fund balance exceeds the projected 4% cost of Zone 7 administration for any fiscal year, the excess amount shall also be contributed by Zone 7.

Notwithstanding anything herein to the contrary and until the Parties otherwise agree in writing, Zone 7 shall initially contribute 50% of its 2022-23 revenue no later than January 31, 2023, 45% of its 2022-23 revenue no later than April 30, 2023, and the remainder of its 2022-23 revenue less the 4% administrative retention no later than June 30, 2023. In subsequent fiscal years, beginning with the 2023-24 fiscal year, Zone 7 shall contribute its remaining funds, reserves, and carryover balance by July 31 of that fiscal year, 50% of its current fiscal year revenue no later than December 15 of that fiscal year, 45% of its current fiscal year revenue no later than April 30 of that fiscal year, and the remainder of its fiscal year revenue no later than June 30 of that fiscal year, such that the 4% administrative withholding is retained or established at the beginning of that fiscal year for use by Zone 7.

Contributions:

Parties	Amount of Initial Contribution
City of Watsonville	\$49,000
Zone 7	\$2,138,400, but no less than 96% of projected revenue for Zone 7 during the initial year, as discussed above; plus any existing reserves or fund balance and revenues related to existing project commitments of Zone 7
Monterey County Water Resources Agency	\$443,700



County of Monterey

Item No.3

Board Report

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

Legistar File Number: WRAFIN 23-010

March 03, 2023

Introduced: 2/27/2023

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

Support recommending that the Board of Directors of the Monterey County Water Resources Agency recommend that the Board of Supervisors of the Monterey County Water Resources Agency approve and execute an Operations, Maintenance, Repair, Replacement, and Rehabilitation Assignment Agreement with the Pajaro Regional Flood Management Agency for the Pajaro River Federal Flood Control Project.

RECOMMENDATION:

It is recommended that the Finance Committee:

Support recommending that the Board of Directors of the Monterey County Water Resources Agency recommend that the Board of Supervisors of the Monterey County Water Resources Agency approve and execute an Operations, Maintenance, Repair, Replacement, and Rehabilitation Assignment Agreement with the Pajaro Regional Flood Management Agency for the Pajaro River Federal Flood Control Project ("Project").

SUMMARY/DISCUSSION:

The Pajaro Regional Flood Management Agency ("PRFMA") was formed under the Joint Exercise of Powers Act, Government Code section 6500 *et seq.*, pursuant to a Joint Exercise of Powers Agreement ("JPA Agreement") dated July 21, 2021 in order to coordinate, finance, acquire, construct, improve, operate or maintain flood management infrastructure on the Pajaro River in Santa Cruz and Monterey Counties.

The Member Agencies of the PRFMA are County of Santa Cruz, Santa Cruz County Flood Control and Water Conservation District, Zone 7 ("Zone 7"), County of Monterey ("County"), City of Watsonville, and the Monterey County Water Resources Agency ("MCWRA" or "Agency"). The PRFMA will be the lead local agency to work with the United States Army Corps of Engineers in continuing the Project, which is currently maintained jointly by Zone 7 and MCWRA, as non-federal sponsors.

An Operations, Maintenance, Repair, Replacement, and Rehabilitation Assignment Agreement ("OMRR&R Agreement") was proposed by PRFMA to transfer the operation, maintenance, repair, replacement, and rehabilitation of the Project in accordance with Federal law, Federal guidance, applicable Federal Operation and Maintenance Manual, any revised or updated version of the Federal Operation and Maintenance Manual, and any applicable Stream Maintenance Program and Plan. The OMRR&R Agreement also transfers all rights of access and ownership of lands that MCWRA currently holds.

The OMRR&R Agreement requires that MCWRA repair a portion of the levee in compliance with the responsibilities and performance standards of the original 1949 Federal Operation and Maintenance Manual. In lieu of undertaking the repairs, the MCWRA may pay to the PRFMA \$859,228 in full satisfaction of its obligations by the effective date of the OMRR&R Agreement.

Ultimately, PRFMA will become the non-federal sponsor of the Project and will assume the responsibilities currently performed by the MCWRA, as well as any additional responsibilities the PRFMA is authorized to undertake, on the condition that the MCWRA agrees to provide funding in accordance with the Cost Sharing Agreement. The Cost Sharing Agreement was approved by the MCWRA BOS on Sept. 13, 2022 and is currently going through approvals for a minor amendment that does not affect the terms related to MCWRA.

Staff plans to complete both the Cost Sharing Agreement and the OMRR&R Agreement, effective June 1, 2023.

OTHER AGENCY INVOLVEMENT:

PRFMA, County Counsel

FINANCING:

FY2022-23 Adopted Budget of Pajaro Levee (Fund 111- 9300-WRA002-Unit 8484) has sufficient appropriations to fund the OMRR&R Agreement.

On November 16, 2021, Monterey County Board of Supervisors authorized a loan up to \$950,000 over two years to MCWRA to pay its non-federal cost share of the Project with the condition that it will be repaid with reimbursements from the State Department of Water Resources. On September 13, 2022, the Board approved and authorized forgiveness of the loan to pay for a one-time payment of \$859,228 to PRFMA.

Prepared by: Shaunna Murray, Senior Water Resources Engineer (831) 755-4860

Approved by: Lew Bauman, Interim General Manager, (831) 755-4860

Attachments:

1. OMRR&R Agreement with PRFMA



County of Monterey

Item No.3

Board Report

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

Legistar File Number: WRAFIN 23-010

March 03, 2023

Introduced: 2/27/2023

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

Support recommending that the Board of Directors of the Monterey County Water Resources Agency recommend that the Board of Supervisors of the Monterey County Water Resources Agency approve and execute an Operations, Maintenance, Repair, Replacement, and Rehabilitation Assignment Agreement with the Pajaro Regional Flood Management Agency for the Pajaro River Federal Flood Control Project.

RECOMMENDATION:

It is recommended that the Finance Committee:

Support recommending that the Board of Directors of the Monterey County Water Resources Agency recommend that the Board of Supervisors of the Monterey County Water Resources Agency approve and execute an Operations, Maintenance, Repair, Replacement, and Rehabilitation Assignment Agreement with the Pajaro Regional Flood Management Agency for the Pajaro River Federal Flood Control Project ("Project").

SUMMARY/DISCUSSION:

The Pajaro Regional Flood Management Agency ("PRFMA") was formed under the Joint Exercise of Powers Act, Government Code section 6500 *et seq.*, pursuant to a Joint Exercise of Powers Agreement ("JPA Agreement") dated July 21, 2021 in order to coordinate, finance, acquire, construct, improve, operate or maintain flood management infrastructure on the Pajaro River in Santa Cruz and Monterey Counties.

The Member Agencies of the PRFMA are County of Santa Cruz, Santa Cruz County Flood Control and Water Conservation District, Zone 7 ("Zone 7"), County of Monterey ("County"), City of Watsonville, and the Monterey County Water Resources Agency ("MCWRA" or "Agency"). The PRFMA will be the lead local agency to work with the United States Army Corps of Engineers in continuing the Project, which is currently maintained jointly by Zone 7 and MCWRA, as non-federal sponsors.

An Operations, Maintenance, Repair, Replacement, and Rehabilitation Assignment Agreement ("OMRR&R Agreement") was proposed by PRFMA to transfer the operation, maintenance, repair, replacement, and rehabilitation of the Project in accordance with Federal law, Federal guidance, applicable Federal Operation and Maintenance Manual, any revised or updated version of the Federal Operation and Maintenance Manual, and any applicable Stream Maintenance Program and Plan. The OMRR&R Agreement also transfers all rights of access and ownership of lands that MCWRA currently holds.

The OMRR&R Agreement requires that MCWRA repair a portion of the levee in compliance

with the responsibilities and performance standards of the original 1949 Federal Operation and Maintenance Manual. In lieu of undertaking the repairs, the MCWRA may pay to the PRFMA \$859,228 in full satisfaction of its obligations by the effective date of the OMRR&R Agreement.

Ultimately, PRFMA will become the non-federal sponsor of the Project and will assume the responsibilities currently performed by the MCWRA, as well as any additional responsibilities the PRFMA is authorized to undertake, on the condition that the MCWRA agrees to provide funding in accordance with the Cost Sharing Agreement. The Cost Sharing Agreement was approved by the MCWRA BOS on Sept. 13, 2022 and is currently going through approvals for a minor amendment that does not affect the terms related to MCWRA.

Staff plans to complete both the Cost Sharing Agreement and the OMRR&R Agreement, effective June 1, 2023.

OTHER AGENCY INVOLVEMENT:

PRFMA, County Counsel

FINANCING:

FY2022-23 Adopted Budget of Pajaro Levee (Fund 111- 9300-WRA002-Unit 8484) has sufficient appropriations to fund the OMRR&R Agreement.

On November 16, 2021, Monterey County Board of Supervisors authorized a loan up to \$950,000 over two years to MCWRA to pay its non-federal cost share of the Project with the condition that it will be repaid with reimbursements from the State Department of Water Resources. On September 13, 2022, the Board approved and authorized forgiveness of the loan to pay for a one-time payment of \$859,228 to PRFMA.

Prepared by: Shaunna Murray, Senior Water Resources Engineer (831) 755-4860

Approved by: Lew Bauman, Interim General Manager, (831) 755-4860

Attachments:

1. OMRR&R Agreement with PRFMA

OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, AND
REHABILITATION ASSIGNMENT AGREEMENT BETWEEN
The Pajaro Regional Flood Management Agency
AND
Monterey County Water Resources Agency
FOR
The Pajaro River Federal Flood Control Project

This Operation, Maintenance, Repair, Replacement, and Rehabilitation Assignment Agreement (this “OMRR&R Assignment Agreement”) is entered into by and between the Monterey County Water Resources Agency, a local public agency organized and operating under the Monterey County Water Resources Agency Act (California Water Code, Appendix 52) (the “MCWRA”), and the Pajaro Regional Flood Management Agency, a California joint powers agency organized and operating under the Joint Exercise of Powers Act (California Government Code section 6500 et seq.) (the “PRFMA”) on this _____ day of _____, 2023 in view of the following circumstances:

1. The Pajaro River Federal Flood Control Project was built in 1949 by the United States Army Corps of Engineers (“USACE”) and is maintained jointly by the Santa Cruz County Flood Control and Water Conservation District – Zone 7 (“Zone 7”) and the MCWRA. Since construction of the levee system in 1949, there have been four major floods on the Pajaro River and its tributaries in 1955, 1958, 1995, and 1998 that have resulted in significant inundation and damage caused by overtopping or breaching of the levees. A 1963 report by the USACE concluded that the levee system was “inadequate,” and Congress authorized reconstruction of the Pajaro River levee system in 1966 through the Flood Control Act of 1966 (Public Law 89-789). Reauthorization was granted by the Water Resources Development Act of 1990. In December 2019, the USACE authorized improvements (the “2019 Improvements”) to portions of the original project and sufficient FY20 and FY21 Work Plan appropriations to conduct the Preconstruction Engineering and Design (PED) phase. In March 2022, the USACE appropriated \$67 million as the first tranche of funds to be used to construct the Project, and in October 2022 the USACE appropriated an additional \$82 million towards construction. The original and unimproved segments of the Pajaro River Federal Flood Control Project and the 2019 Improvements are collectively referred to herein as the “Project”.
2. The PRFMA intends to become the Non-Federal Sponsor (“NFS”) for the Project, as defined below.
3. Zone 7 and the MCWRA have historically been designated as the NFSs for the Project.
4. The MCWRA collects property assessments in Zones 1 and 1A located within Monterey County to fund maintenance activities on the Pajaro Levee and in the Pajaro River channel.
5. PRFMA has successfully passed and begun collecting an additional assessment to be used towards funding the OMRR&R, as defined below, for the Project, in 2022.

6. A Cost-Sharing Agreement regarding contributions for operating expenses by and among the PRFMA and the “Maintaining Member Agencies” (MCWRA, Zone 7, and the City of Watsonville) will be fully executed before June 30, 2023, following budget adoption by the PRFMA, funds from which will also be used by the PRFMA towards funding OMRR&R and other expenses.
7. The PRFMA is in the process of re-assigning the NFS role from jointly Zone 7 and MCWRA to the PRFMA, to be formalized in amendments to any existing and forthcoming agreements related to the Project.
8. In order for the PRFMA to take over the OMRR&R responsibilities of the MCWRA and act as the NFS for the Project, the MCWRA must transfer any and all rights of access it currently has, which are transferrable and necessary to perform OMRR&R to the PRFMA. In exchange for the authority to access property, the PRFMA shall be responsible for OMRR&R.
9. This OMRR&R Assignment Agreement is intended by the parties to transfer all rights from the MCWRA to the PRFMA necessary and convenient for the PRFMA to undertake OMRR&R for that portion of the Project on properties owned or controlled by the MCWRA. This OMRR&R Assignment Agreement is also to establish a trigger by which the MCWRA will begin to transfer ownership in fee simple all of the land included within the Project that it owns, plus such land it currently owns as is necessary to easily access the Project, at no additional cost and with no additional consideration from the PRFMA.
10. This OMRR&R Assignment Agreement provides that the PRFMA will be responsible for construction and OMRR&R for the Project.
11. The PRFMA will assume the OMRR&R responsibility currently performed by the MCWRA for the Project, as well as any additional responsibilities the PRFMA is authorized to undertake and which relate to the Project, as set out in this OMRR&R Assignment Agreement, on the conditions that the MCWRA agrees to provide funding in accordance with the Cost Sharing Agreement, and provide the PRFMA sufficient rights to perform OMRR&R of the Project works located in Monterey County.
12. The MCWRA has agreed to enter into this OMRR&R Assignment Agreement on the condition that the PRFMA provides the MCWRA with the assurances specified in this OMRR&R Assignment Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED:

For purposes of this OMRR&R Assignment Agreement, the terms below are defined as indicated:

“Cost Sharing Agreement:” Agreement between the MCWRA, the PRFMA, and other parties to allocate MCWRA’s annual contributions funded by existing MCWRA property assessments to fund operations of the PRFMA, approved by the PRFMA Board of Directors on July 13, 2022 and the MCWRA Board of Directors on September 13, 2022, as amended, adopted, and/or readopted from time to time.

“OMRR&R:” Operation, maintenance, repair, replacement, and rehabilitation of the Project in accordance with Federal law, including without limitation, compliance with operations and

maintenance requirements in Code of Federal Regulations, title 33, section 208.10; Federal guidance such as ER 1110-2-401; applicable Federal Operation and Maintenance Manual, any revised or updated version of the Federal Operation and Maintenance Manual, or any supplement to the Federal Operation and Maintenance Manual; and any applicable Stream Maintenance Program and Plan, including the permits and regulatory agency approvals required to perform said operations, maintenance, repair, replacement, and rehabilitation.

Repair, replacement, and rehabilitation does not include reconstruction of a project or project segment that has reached the end of its designed service life or is deficient due to a design or construction defect.

“Project:” All of the flood facilities authorized by the Federal government by the Flood Control Act (FCA) of 1944 (Public Law No. 534, 78th Congress, Ch. 665, 2nd Session) and by the Flood Control Act of 1966 (Public Law 89-789) within PRFMA’s boundaries. Figure 1 of this OMRR&R Assignment Agreement shows those features of the Project that have been maintained by MCWRA.

SECTION I: OBLIGATIONS OF PRFMA/MCWRA

A. General Obligations.

1. The MCWRA hereby assigns to the PRFMA all rights and responsibilities necessary to perform OMRR&R for the Project (the “Assignment”). The MCWRA and PRFMA shall take any and all steps necessary to complete the Assignment to the PRFMA, including, without limitation, execution and delivery of all documents necessary or convenient to complete the Assignment, transfer of all documents currently in MCWRA’s possession related to the Project and not subject to any privilege, and obtaining authorization, consent, or approval of the Assignment from the MCWRA legislative body and any necessary third parties or their legislative bodies.
2. The PRFMA shall perform OMRR&R for the Project in accordance with the Project design specifications, environmental permits, environmental impact reports, regulations, and directions prescribed by the USACE, the State, and other regulatory bodies with jurisdiction over the Project.

B. Specific Obligations to Operate, Maintain, Repair, Replace, and Rehabilitate

1. The PRFMA hereby accepts responsibility for OMRR&R of the Project. The PRFMA agrees that it will be responsible for OMRR&R of the Project as further explained in: (1) the Federal Operation and Maintenance Manual for the Project; and (2) any applicable supplement to, revision of, or replacement for the Federal Operation and Maintenance Manual for the Project. The Federal Operation and Maintenance Manual for the Project and any supplements, revisions, or replacements thereto are incorporated herein by this reference.
2. The PRFMA acknowledges that changes to the Federal Operation and Maintenance Manual may be made by the USACE before the document becomes final. The PRFMA shall be responsible for OMRR&R in accordance with any revised version of the Federal Operation and Maintenance Manual for the Project or any supplement to the Federal Operation and Maintenance Manual.

3. The MCWRA hereby grants the PRFMA (and any of the PRFMA's contractors, agents, licensees, successors, and assigns) an irrevocable license to enter, at reasonable times and in a reasonable manner, upon the sites and locations of the Project, and land which the MCWRA owns or controls now and in the future, for access to the Project for the purpose of OMRR&R for any part of the Project. This irrevocable license shall remain in effect until any title to any MCWRA land covered by this OMRR&R Agreement is transferred to the PRFMA.

4. The MCWRA shall repair that portion of the levee identified on Figure 2 hereto and fully incorporated herein by this reference in compliance with the responsibilities and performance standards of the original 1949 Federal Operation and Maintenance Manual. In lieu of undertaking the repairs required by this subparagraph, the MCWRA may pay to the PRFMA eight hundred fifty-nine thousand, two hundred twenty-eight dollars (\$859,228) in full satisfaction of its obligations under this subparagraph. The due date of any such payment shall be December 31, 2022 or the effective date of this agreement, whichever comes later. If payment is made after the due date, the dollar amount stated herein shall increase by the change in the Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-Hayward area between December 31, 2022 and the date of payment, unless it is mutually agreed in writing between the PRFMA and MCWRA that no escalation in the payment is warranted.

C. Obligation to Transfer Land to the PRFMA

1. No later than six months after the effective date of this OMRR&R Assignment Agreement, the MCWRA will transfer title to the PRFMA in fee simple all of the land included within the Project that it owns, plus such land it owns as is necessary to easily access the Project, as listed in Figure 3. Such a transfer will be pursuant to a separate agreement at no additional cost and with no additional consideration from the PRFMA.

D. Ownership of Improvements Constructed as Part of the Project

1. Until title to all of the land pursuant to subsection C above is transferred from the MCWRA to the PRFMA, ownership of the improvements constructed as part of the Project will remain with the MCWRA. Once title to the land is transferred, ownership of said improvements will transfer to the PRFMA.

SECTION II: AUTHORIZATION FOR DELEGATION OR SUBCONTRACTING

The PRFMA may delegate, assign, contract, or subcontract its responsibilities under this OMRR&R Assignment Agreement. The PRFMA shall be responsible for all work to be performed under this agreement, including any delegated, assigned, contracted, or subcontracted work.

Payment for services rendered by contractor(s) and/or subcontractor(s) shall be made entirely by the PRFMA. The MCWRA shall not have any responsibility for making any payments to the contractor(s) and/or subcontractor(s) for any services they may render in connection with this OMRR&R Assignment Agreement.

SECTION III: DISPUTES AND INDEMNIFICATION

Before any party to this OMRR&R Assignment Agreement may bring suit in any court concerning an issue relating to this OMRR&R Assignment Agreement, that party must first seek in good faith to resolve the issue through negotiation or other forms of nonbinding alternative dispute resolution mutually acceptable to all parties.

The PRFMA shall, to the fullest extent allowable under applicable law, indemnify and hold harmless MCWRA for and against any claim, action, liability, penalty, or other imposition whatsoever upon MCWRA by reason of the activities of PRFMA under this OMRR&R Assignment Agreement, including any failure to act under the duties established by this OMRR&R Assignment Agreement.

SECTION IV: TERM OF AGREEMENT; AMENDMENT

The effective date of this OMRR&R Assignment Agreement is the date of the last signature hereto. This OMRR&R Assignment Agreement will continue in full force and effect unless terminated or amended upon written consent of all parties.

The parties acknowledge that in order to obtain federal credits or reimbursement for this Project, it may be necessary to amend this OMRR&R Assignment Agreement. The parties agree that they will not unreasonably withhold consent for any amendments necessary to obtain federal credits or reimbursement.

SECTION V: NOTICES

All notices, requests, demands, and other communications required or permitted to be given under this OMRR&R Assignment Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by first class (postage pre-paid), registered, or certified mail, as follows:

If to the PRFMA:
Pajaro Regional Flood Management Agency
ATTN: Executive Director
701 Ocean Street, Room 410
Santa Cruz, CA 95060

If to the MCWRA:
Monterey County Water Resource Agency (MCWRA)
ATTN: General Manager
1441 Schilling Pl., North Bldg.
Salinas, CA 93901

A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this section.

Any notice, request, demand, or other communication made pursuant to this section shall be deemed to have been received by the addressee at such time as it is personally delivered or seven (7) calendar days after it is mailed, as the case may be.

SECTION VI: STANDARD CONDITIONS

1. **GOVERNING LAW:** This OMRR&R Assignment Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
2. **TIMELINESS:** Time is of the essence in this OMRR&R Assignment Agreement.
3. **AMENDMENT:** This OMRR&R Assignment Agreement may only be amended by mutual written agreement of the parties.
4. **SUCCESSORS AND ASSIGNS:** This OMRR&R Assignment Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this OMRR&R Assignment Agreement or any part thereof, rights hereunder, or interest herein shall be valid unless and until it is approved in writing signed by the non-assigning party and made subject to such reasonable terms and conditions as the non-assigning party may impose.
5. **NO THIRD PARTY RIGHTS:** The parties to this OMRR&R Assignment Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this OMRR&R Assignment Agreement, or of any duty, covenant, obligation or undertaking established herein.
6. **OPINIONS AND DETERMINATIONS:** Where the terms of this OMRR&R Assignment 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.
7. **SEVERABILITY:** Should any portion of this OMRR&R Assignment Agreement be determined to be void or unenforceable, such shall be severed from the whole and the OMRR&R Assignment Agreement shall continue as modified.
8. **WAIVER OF RIGHTS:** None of the provisions of this OMRR&R Assignment Agreement shall be deemed waived unless expressly waived in writing. Any waiver by either party of rights arising in connection with the OMRR&R Assignment 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.

SECTION VII: AUTHORITY

The PRFMA and the MCWRA have each provided a copy of a resolution adopted by its governing body designating a representative to execute this OMRR&R Assignment Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this OMRR&R Assignment Agreement.

Pajaro Regional Flood Management Agency

By _____
Zach Friend,
Chairperson

Monterey County Water Resources Agency

By _____
Luis Alejo,
Chairperson

Date: _____

Date: _____

Approved as to Legal Form
and Sufficiency:

Approved as to Legal Form
and Sufficiency:

Gary Bell,
Board Counsel

Kelly Donlon,
Board Counsel

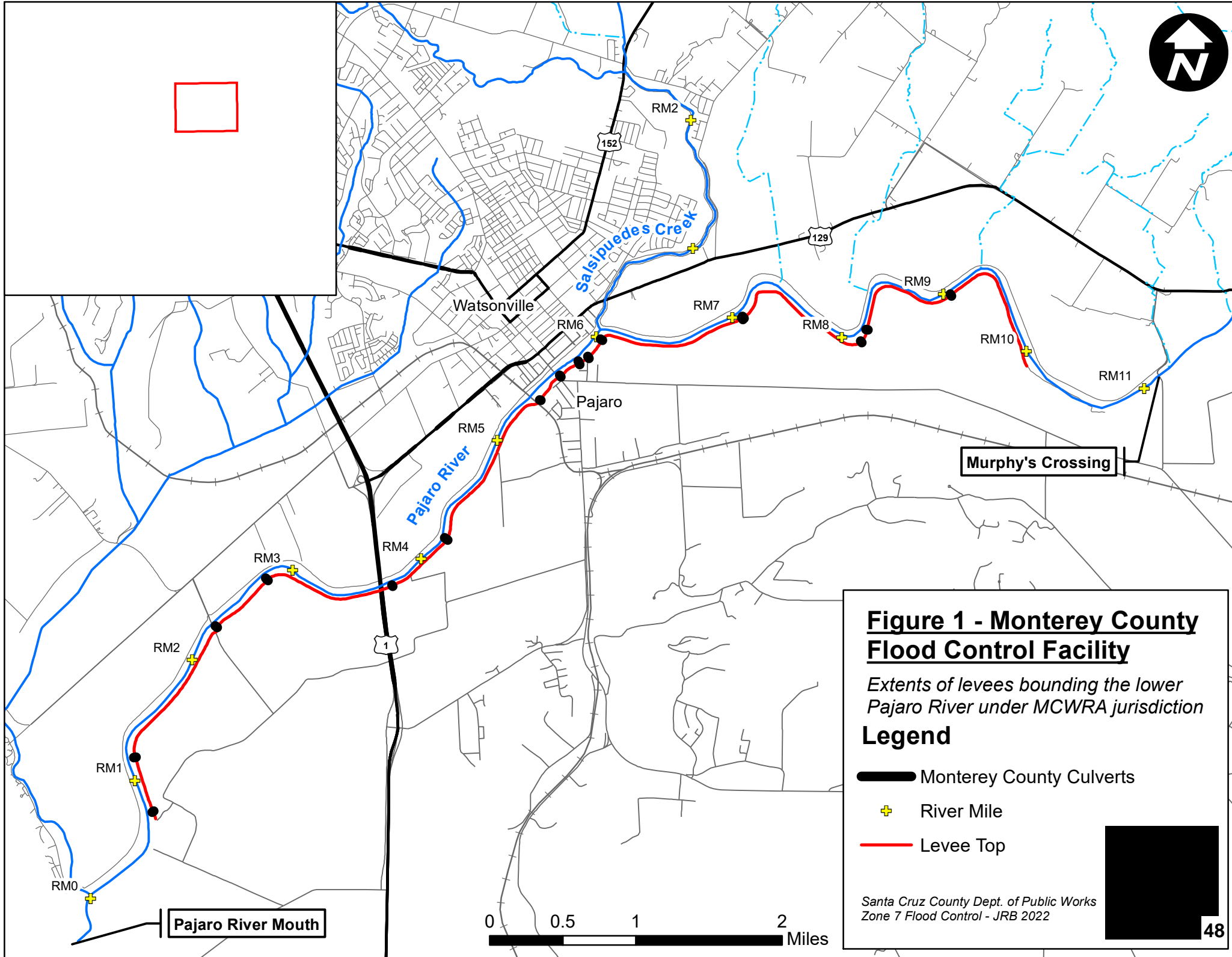


Figure 1 - Monterey County Flood Control Facility

Extents of levees bounding the lower Pajaro River under MCWRA jurisdiction

Legend

- Monterey County Culverts
- River Mile
- Levee Top

Santa Cruz County Dept. of Public Works
Zone 7 Flood Control - JRB 2022

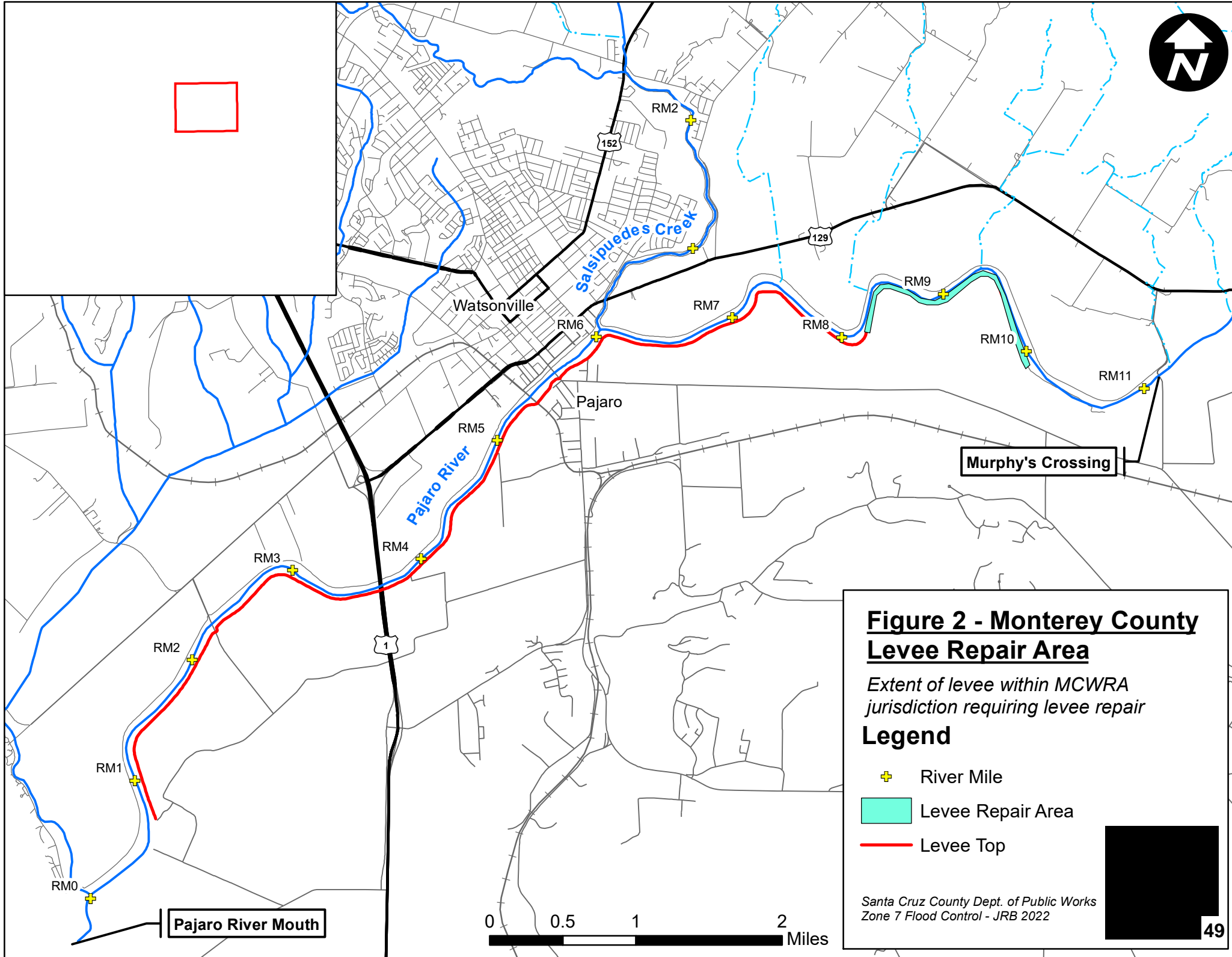


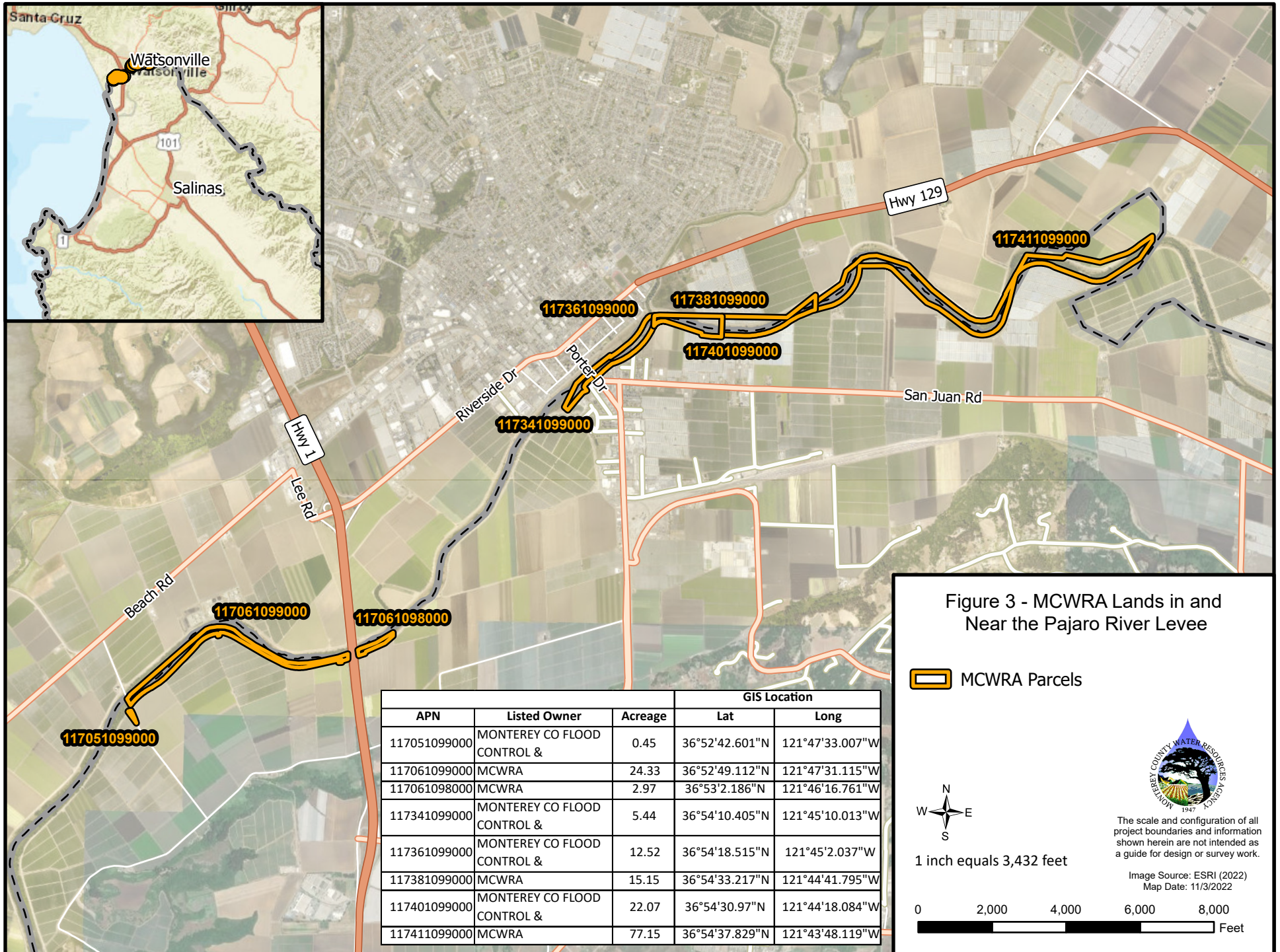
Figure 2 - Monterey County Levee Repair Area

*Extent of levee within MCWRA
jurisdiction requiring levee repair*

Legend

-  River Mile
-  Levee Repair Area
-  Levee Top

Santa Cruz County Dept. of Public Works
Zone 7 Flood Control - JRB 2022





County of Monterey

Item No.4

Board Report

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

Legistar File Number: WRAFIN 23-012

March 03, 2023

Introduced: 2/27/2023

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

Consider recommending that the Monterey County Water Resources Agency (MCWRA) Board of Supervisors approve and authorize the Auditor-Controller to, to pay for emergency protective measure projects mitigating damage to Agency facilities caused by the 2022/2023 winter storm events:

- a. Increase Fiscal Year (FY) 2022-23 appropriations and revenues in the MCWRA Budget Fund 111, Appropriation WRA001, Unit 8267 by \$2,500,000, which will be financed by the Monterey County Strategic Reserve Fund; and
- b. Increase FY 2022-23 appropriations and revenues in the MCWRA Budget Fund 116, Appropriation WRA006, Unit 8485 by \$2,500,000, which will be financed by the Monterey County Strategic Reserve Fund; and
- c. Increase FY 2022-23 appropriations and revenues in the MCWRA Budget Fund 112, Appropriation WRA002, Unit 8484 by \$900,000, which will be financed by the Monterey County Strategic Reserve Fund.

RECOMMENDATION:

It is recommended that the Finance Committee:

Consider recommending that the Monterey County Water Resources Agency (MCWRA) Board of Supervisors approve and authorize the Auditor-Controller to, to pay for emergency protective measure projects mitigating damage to Agency facilities caused by the 2022/2023 winter storm events:

- a. Increase Fiscal Year (FY) 2022-23 appropriations and revenues in the MCWRA Budget Fund 111, Appropriation WRA001, Unit 8267 by \$2,500,000, which will be financed by the Monterey County Strategic Reserve Fund; and
- b. Increase FY 2022-23 appropriations and revenues in the MCWRA Budget Fund 116, Appropriation WRA006, Unit 8485 by \$2,500,000, which will be financed by the Monterey County Strategic Reserve Fund; and
- c. Increase FY 2022-23 appropriations and revenues in the MCWRA Budget Fund 112, Appropriation WRA002, Unit 8484 by \$900,000, which will be financed by the Monterey County Strategic Reserve Fund.

SUMMARY/DISCUSSION:

An atmospheric river event commencing December 26, 2022 and continuing into January of 2023 damaged many facilities of the Monterey County Water Resources Agency ("MCWRA" or "Agency") including portions of the Pajaro Levee; the slidegate and levee road of the Salinas River Lagoon; the Nacimiento Reservoir spillway plunge pool; and other flood control facilities and supporting infrastructure.

This request is to increase Agency's FY2022-23 appropriations and revenues by \$2,500,000 in Budget Unit 111-9300-WRA001-8267, by \$900,000 in Unit 112-9300-WRA002-8484 and by \$2,500,000 in Unit 116-9300-WRA006-8485 to pay for the repair costs, which will be financed by the Monterey County Strategic Reserve Fund via the Advanced Funding Agreement.

On January 31, 2023, the Monterey County Board of Supervisors and the MCWRA Board of Supervisors approved the Advance Funding Agreement in an amount not to exceed \$7,000,000 to provide cash flow assistance for emergency protective measure projects mitigating damage to MCWRA facilities caused by the winter storm events and authorized using the strategic reserve to cash flow \$7,000,000 of MCWRA project costs.

The Agency is currently working on to make repairs to the Salinas Lagoon Road and slidegate; make repairs to the Pajaro Levee; and control erosion at Nacimiento Dam spillway plunge pool, as priority emergency protective measures. However, the FY2023 Adopted Budget of three Agency Funds - Fund 111 Admin, Fund 112 Pajaro Levee and Fund 116 Dam Operations would not have sufficient appropriations to pay for the repairs.

Current estimate of repair cost of damages to all Agency facilities is \$18.36 million including staff overtime, flood control materials, contracted services and protective measures needed for future storms. Eligible expenses will be submitted to FEMA's Public Assistance Program and and/or the California Disaster Assistance Act (CDAA). FEMA has indicated that it will reimburse 100% of expenses of debris clearing and emergency protective measures completed by February 25, 2023 and reimburse 75% for projects completed thereafter.

OTHER AGENCY INVOLVEMENT:

The Agency has coordinated with the CAO Budget Office and the Office of County Counsel on the Advance Funding Agreement

FINANCING:

FEMA has indicated that it will reimburse 100% of expenses of debris clearing and emergency protective measures completed by February 25, 2023 and reimburse 75% for projects completed thereafter. Advancement of funds under the Advance Funding Agreement would be paid with reimbursements from FEMA and others to the Agency, not expected to occur in Fiscal Year 2022-23.

Agency will finance the storm event emergency repair projects through the Advance Funding Agreement and reimburse the County upon receipt of FEMA and CDAA reimbursements.

Prepared by: Nan Kyung Kim, Finance Manager III, (831) 755-486
Approved by: Lew Bauman, Interim General Manager, (831) 755-4860

Attachments:

1. MCWRA Fund Balance Summary



County of Monterey

Item No.4

Board Report

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

Legistar File Number: WRAFIN 23-012

March 03, 2023

Introduced: 2/27/2023

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

Consider recommending that the Monterey County Water Resources Agency (MCWRA) Board of Supervisors approve and authorize the Auditor-Controller to, to pay for emergency protective measure projects mitigating damage to Agency facilities caused by the 2022/2023 winter storm events:

- a. Increase Fiscal Year (FY) 2022-23 appropriations and revenues in the MCWRA Budget Fund 111, Appropriation WRA001, Unit 8267 by \$2,500,000, which will be financed by the Monterey County Strategic Reserve Fund; and
- b. Increase FY 2022-23 appropriations and revenues in the MCWRA Budget Fund 116, Appropriation WRA006, Unit 8485 by \$2,500,000, which will be financed by the Monterey County Strategic Reserve Fund; and
- c. Increase FY 2022-23 appropriations and revenues in the MCWRA Budget Fund 112, Appropriation WRA002, Unit 8484 by \$900,000, which will be financed by the Monterey County Strategic Reserve Fund.

RECOMMENDATION:

It is recommended that the Finance Committee:

Consider recommending that the Monterey County Water Resources Agency (MCWRA) Board of Supervisors approve and authorize the Auditor-Controller to, to pay for emergency protective measure projects mitigating damage to Agency facilities caused by the 2022/2023 winter storm events:

- a. Increase Fiscal Year (FY) 2022-23 appropriations and revenues in the MCWRA Budget Fund 111, Appropriation WRA001, Unit 8267 by \$2,500,000, which will be financed by the Monterey County Strategic Reserve Fund; and
- b. Increase FY 2022-23 appropriations and revenues in the MCWRA Budget Fund 116, Appropriation WRA006, Unit 8485 by \$2,500,000, which will be financed by the Monterey County Strategic Reserve Fund; and
- c. Increase FY 2022-23 appropriations and revenues in the MCWRA Budget Fund 112, Appropriation WRA002, Unit 8484 by \$900,000, which will be financed by the Monterey County Strategic Reserve Fund.

SUMMARY/DISCUSSION:

An atmospheric river event commencing December 26, 2022 and continuing into January of 2023 damaged many facilities of the Monterey County Water Resources Agency ("MCWRA" or "Agency") including portions of the Pajaro Levee; the slidegate and levee road of the Salinas River Lagoon; the Nacimiento Reservoir spillway plunge pool; and other flood control facilities and supporting infrastructure.

This request is to increase Agency's FY2022-23 appropriations and revenues by \$2,500,000 in Budget Unit 111-9300-WRA001-8267, by \$900,000 in Unit 112-9300-WRA002-8484 and by \$2,500,000 in Unit 116-9300-WRA006-8485 to pay for the repair costs, which will be financed by the Monterey County Strategic Reserve Fund via the Advanced Funding Agreement.

On January 31, 2023, the Monterey County Board of Supervisors and the MCWRA Board of Supervisors approved the Advance Funding Agreement in an amount not to exceed \$7,000,000 to provide cash flow assistance for emergency protective measure projects mitigating damage to MCWRA facilities caused by the winter storm events and authorized using the strategic reserve to cash flow \$7,000,000 of MCWRA project costs.

The Agency is currently working on to make repairs to the Salinas Lagoon Road and slidegate; make repairs to the Pajaro Levee; and control erosion at Nacimiento Dam spillway plunge pool, as priority emergency protective measures. However, the FY2023 Adopted Budget of three Agency Funds - Fund 111 Admin, Fund 112 Pajaro Levee and Fund 116 Dam Operations would not have sufficient appropriations to pay for the repairs.

Current estimate of repair cost of damages to all Agency facilities is \$18.36 million including staff overtime, flood control materials, contracted services and protective measures needed for future storms. Eligible expenses will be submitted to FEMA's Public Assistance Program and and/or the California Disaster Assistance Act (CDAA). FEMA has indicated that it will reimburse 100% of expenses of debris clearing and emergency protective measures completed by February 25, 2023 and reimburse 75% for projects completed thereafter.

OTHER AGENCY INVOLVEMENT:

The Agency has coordinated with the CAO Budget Office and the Office of County Counsel on the Advance Funding Agreement

FINANCING:

FEMA has indicated that it will reimburse 100% of expenses of debris clearing and emergency protective measures completed by February 25, 2023 and reimburse 75% for projects completed thereafter. Advancement of funds under the Advance Funding Agreement would be paid with reimbursements from FEMA and others to the Agency, not expected to occur in Fiscal Year 2022-23.

Agency will finance the storm event emergency repair projects through the Advance Funding Agreement and reimburse the County upon receipt of FEMA and CDAA reimbursements.

Prepared by: Nan Kyung Kim, Finance Manager III, (831) 755-486
Approved by: Lew Bauman, Interim General Manager, (831) 755-4860

Attachments:

1. MCWRA Fund Balance Summary

MCWRA Fund Balance Summary

Summary of FY 2022-23 Budget

Fund	Fund Name	Zone	FY22 Ending Balance*	FY22-23 Adopted Appropriation	Request #1 to Increase Appropriation	FY22-23 Revised Appropriation	FY22-23 Adopted Revenue	Request #1 to Increase Revenue	FY22-23 Revised Revenue	FY22-23 Estimated Ending Fund Balance
111	Administration Fund		2,590,299	4,429,019	2,500,000	6,929,019	4,044,703	2,500,000	6,544,703	2,205,983
112	Pajaro Levee - Zones	1 & 1A	546,800	1,715,794	900,000	2,615,794	1,439,970	900,000	2,339,970	270,976
116	Dam Operations	2C	2,230,385	9,093,596	2,500,000	11,593,596	8,036,460	2,500,000	10,536,460	1,173,249
121	Soledad Storm Drain	8	237,642	108,318		108,318	102,447		102,447	231,771
122	Reclamation Ditch	9	1,465,144	2,456,126		2,456,126	1,644,187		1,644,187	653,205
124	San Lorenzo Creek	12	33,340	61,961		61,961	45,314		45,314	16,693
127	Moro Cojo Slough	17	572,372	139,690		139,690	102,209		102,209	534,891
130	Hydro-Electric Operations		1,462,439	860,240		860,240	53,239		53,239	655,438
131	CSIP Operations	2B & 2Y	3,955,588	5,540,313		5,540,313	4,600,522		4,600,522	3,015,797
132	SVRP Operations	2B & 2Z	2,343,677	4,466,232		4,466,232	4,804,855		4,804,855	2,682,300
134	SRDF Operations		4,522,107	6,415,177		6,415,177	6,112,780		6,112,780	4,219,710
303	CSIP Debt Service Fund		770,672	1,668,000		1,668,000	1,668,000		1,668,000	770,672
313	SVWP Debt Service Fund		1,034,989	1,758,338		1,758,338	1,758,338		1,758,338	1,034,989
426	Interlake Tunnel Project		767,077	2,509,491		2,509,491	2,022,628		2,022,628	280,214
Total:			22,532,531	41,222,295	5,900,000	47,122,295	36,435,652	5,900,000	42,335,652	17,745,888

*Current Estimate, based on Accounting Period 14, FY22



County of Monterey

Item No.5

Board Report

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

Legistar File Number: WRAFIN 23-011

March 03, 2023

Introduced: 2/27/2023

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

Consider recommending that the Monterey County Water Resources Agency (MCWRA) Board of Supervisors approve and authorize the Auditor-Controller to:

- a. Increase Fiscal Year (FY) 2022-23 appropriations in the MCWRA Budget Fund 122, Appropriation WRA012, Unit 8487 by \$350,000 to pay for operational needs of Reclamation Ditch (Zone 9) and to be financed by Fund 122 Fund Balance; and
- b. Increase FY 2022-23 appropriations in the MCWRA Budget Fund 131, Appropriation WRA020, Unit 8491 by \$600,000 to pay operational expenses of Industrial Wastewater Pond 3 Projects in 2022 and 2023 and be financed by Fund 131 Fund Balance.

RECOMMENDATION:

It is recommended that the Finance Committee:

Consider recommending that the Monterey County Water Resources Agency (MCWRA) Board of Supervisors approve and authorize the Auditor-Controller to:

- a. Increase Fiscal Year (FY) 2022-23 appropriations in the MCWRA Budget Fund 122, Appropriation WRA012, Unit 8487 by \$350,000 to pay for operational needs of Reclamation Ditch (Zone 9) and to be financed by Fund 122 Fund Balance; and
- b. Increase FY 2022-23 appropriations in the MCWRA Budget Fund 131, Appropriation WRA020, Unit 8491 by \$600,000 to pay operational expenses of Industrial Wastewater Pond 3 Projects in 2022 and 2023 and be financed by Fund 131 Fund Balance.

SUMMARY/DISCUSSION:

The Castroville Seawater Intrusion Project (CSIP) is part of a conjunctive use system that delivers a combination of recycled water, Salinas River water, and groundwater to farmers to reduce groundwater extraction within seawater intruded areas of the 180/400-Foot Aquifer Subbasin. Monterey One Water (M1W) owns and operates the Regional Treatment Plant (RTP) that provides treated effluent to the Salinas Valley Reclamation Plant (SVRP) which treats the water for use in the CSIP distribution area.

MCWRA, M1W and the City of Salinas entered into a short-term agreement to utilize the Industrial Wastewater as a source water for CSIP. When the Industrial Wastewater is pre-treated and stored in Pond 3 at the City of Salinas Industrial Wastewater Facility it would provide a steadier amount of water with higher water quality. Industrial Wastewater supplied water to CSIP in summers of year 2021 and year 2022.

Estimates of Pond 3 use and Industrial Wastewater operation cost was not known and therefore was not accounted for in the FY 2022-23 Adopted Budget for CSIP operations. Total cost of M1W's Operations in year 2021 and 2022 was \$489,172 and total cost of the City of Salinas is still to be determined. The adopted FY23 budget for CSIP operations (131-9300-WRA020-8491) does not have sufficient appropriations and will require an appropriation increase by \$600,000 to pay for to pay for Industrial Wastewater expenses for the prior years, which needs to be funded by Fund 131 Fund Balances.

Additionally, MCWRA requests appropriation increase of \$350,000 for the Budget Fund 122, Appropriation WRA012, Unit 8487 to pay operational needs in Reclamation Ditch (Zone 9) to be financed by Fund 122 Fund Balance. Operations in Zone 9 incurred unbudgeted expenses due to the recent winter storm events. It also received an excavator (\$289,555) which was ordered in FY2021-22 but arrived in FY2022-23 due to delay in shipping due to Covid.

Expenses incurred related to the storm events will be submitted to FEMA's Public Assistance Program and and/or the California Disaster Assistance Act (CDAA). FEMA has indicated that it will reimburse 100% of expenses of debris clearing and emergency protective measures completed by February 25, 2023 and reimburse 75% for projects completed thereafter.

OTHER AGENCY INVOLVEMENT:

A long-term agreement on the industrial wastewater is current being negotiated among MCWRA, M1W and the City of Salinas.

FINANCING:

The adopted FY23 budget for CSIP operations (131-9300-WRA020-8491) does not have sufficient appropriations and will require an appropriation increase by \$600,000 to pay for to pay for Pond 3 expenses for the prior years and be funded by Fund 131 Fund Balances. The Pond 3 expenses will be recouped by increasing FY2023-24 Water Delivery Charges by \$30/acre-foot, assuming 20,000 ac/ft water delivered per year.

The adopted FY23 budget for Reclamation Ditch (Zone 9) (122-9300-WRA012-8487) does not have sufficient appropriations and will require an appropriation increase by \$350,000 to pay for operational expenses and be funded by Fund 122 Fund Balances. Total annual flood control assessments collected from Zone 9 is not sufficient to fund operation and maintenance activities of Reclamation Ditch (Zone 9) and MCWRA will need alternative revenue source to cover funding gaps.

Prepared by: Nan Kyung Kim, Finance Manager III, (831) 755-4861

Approved by: Lew Bauman, General Manager, (831) 755-4860

Attachments:

1. MCWRA Fund Balance Summary



County of Monterey

Item No.5

Board Report

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

Legistar File Number: WRAFIN 23-011

March 03, 2023

Introduced: 2/27/2023

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

Consider recommending that the Monterey County Water Resources Agency (MCWRA) Board of Supervisors approve and authorize the Auditor-Controller to:

- a. Increase Fiscal Year (FY) 2022-23 appropriations in the MCWRA Budget Fund 122, Appropriation WRA012, Unit 8487 by \$350,000 to pay for operational needs of Reclamation Ditch (Zone 9) and to be financed by Fund 122 Fund Balance; and
- b. Increase FY 2022-23 appropriations in the MCWRA Budget Fund 131, Appropriation WRA020, Unit 8491 by \$600,000 to pay operational expenses of Industrial Wastewater Pond 3 Projects in 2022 and 2023 and be financed by Fund 131 Fund Balance.

RECOMMENDATION:

It is recommended that the Finance Committee:

Consider recommending that the Monterey County Water Resources Agency (MCWRA) Board of Supervisors approve and authorize the Auditor-Controller to:

- a. Increase Fiscal Year (FY) 2022-23 appropriations in the MCWRA Budget Fund 122, Appropriation WRA012, Unit 8487 by \$350,000 to pay for operational needs of Reclamation Ditch (Zone 9) and to be financed by Fund 122 Fund Balance; and
- b. Increase FY 2022-23 appropriations in the MCWRA Budget Fund 131, Appropriation WRA020, Unit 8491 by \$600,000 to pay operational expenses of Industrial Wastewater Pond 3 Projects in 2022 and 2023 and be financed by Fund 131 Fund Balance.

SUMMARY/DISCUSSION:

The Castroville Seawater Intrusion Project (CSIP) is part of a conjunctive use system that delivers a combination of recycled water, Salinas River water, and groundwater to farmers to reduce groundwater extraction within seawater intruded areas of the 180/400-Foot Aquifer Subbasin. Monterey One Water (M1W) owns and operates the Regional Treatment Plant (RTP) that provides treated effluent to the Salinas Valley Reclamation Plant (SVRP) which treats the water for use in the CSIP distribution area.

MCWRA, M1W and the City of Salinas entered into a short-term agreement to utilize the Industrial Wastewater as a source water for CSIP. When the Industrial Wastewater is pre-treated and stored in Pond 3 at the City of Salinas Industrial Wastewater Facility it would provide a steadier amount of water with higher water quality. Industrial Wastewater supplied water to CSIP in summers of year 2021 and year 2022.

Estimates of Pond 3 use and Industrial Wastewater operation cost was not known and therefore was not accounted for in the FY 2022-23 Adopted Budget for CSIP operations. Total cost of M1W's Operations in year 2021 and 2022 was \$489,172 and total cost of the City of Salinas is still to be determined. The adopted FY23 budget for CSIP operations (131-9300-WRA020-8491) does not have sufficient appropriations and will require an appropriation increase by \$600,000 to pay for to pay for Industrial Wastewater expenses for the prior years, which needs to be funded by Fund 131 Fund Balances.

Additionally, MCWRA requests appropriation increase of \$350,000 for the Budget Fund 122, Appropriation WRA012, Unit 8487 to pay operational needs in Reclamation Ditch (Zone 9) to be financed by Fund 122 Fund Balance. Operations in Zone 9 incurred unbudgeted expenses due to the recent winter storm events. It also received an excavator (\$289,555) which was ordered in FY2021-22 but arrived in FY2022-23 due to delay in shipping due to Covid.

Expenses incurred related to the storm events will be submitted to FEMA's Public Assistance Program and and/or the California Disaster Assistance Act (CDAA). FEMA has indicated that it will reimburse 100% of expenses of debris clearing and emergency protective measures completed by February 25, 2023 and reimburse 75% for projects completed thereafter.

OTHER AGENCY INVOLVEMENT:

A long-term agreement on the industrial wastewater is current being negotiated among MCWRA, M1W and the City of Salinas.

FINANCING:

The adopted FY23 budget for CSIP operations (131-9300-WRA020-8491) does not have sufficient appropriations and will require an appropriation increase by \$600,000 to pay for to pay for Pond 3 expenses for the prior years and be funded by Fund 131 Fund Balances. The Pond 3 expenses will be recouped by increasing FY2023-24 Water Delivery Charges by \$30/acre-foot, assuming 20,000 ac/ft water delivered per year.

The adopted FY23 budget for Reclamation Ditch (Zone 9) (122-9300-WRA012-8487) does not have sufficient appropriations and will require an appropriation increase by \$350,000 to pay for operational expenses and be funded by Fund 122 Fund Balances. Total annual flood control assessments collected from Zone 9 is not sufficient to fund operation and maintenance activities of Reclamation Ditch (Zone 9) and MCWRA will need alternative revenue source to cover funding gaps.

Prepared by: Nan Kyung Kim, Finance Manager III, (831) 755-4861

Approved by: Lew Bauman, General Manager, (831) 755-4860

Attachments:

1. MCWRA Fund Balance Summary

MCWRA Fund Balance Summary

Summary of FY 2022-23 Budget

Fund	Fund Name	Zone	FY22 Ending Balance*	FY22-23 Adopted Appropriation	Request #2 to Increase Appropriation	FY22-23 Revised Appropriation	FY22-23 Adopted Revenue	Request #2 to Increase Revenue	FY22-23 Revised Revenue	FY22-23 Estimated Ending Fund Balance
111	Administration Fund		2,590,299	4,429,019		4,429,019	4,044,703		4,044,703	2,205,983
112	Pajaro Levee - Zones	1 & 1A	546,800	1,715,794		1,715,794	1,439,970		1,439,970	270,976
116	Dam Operations	2C	2,230,385	9,093,596		9,093,596	8,036,460		8,036,460	1,173,249
121	Soledad Storm Drain	8	237,642	108,318		108,318	102,447		102,447	231,771
122	Reclamation Ditch	9	1,465,144	2,456,126	350,000	2,806,126	1,644,187		1,644,187	303,205
124	San Lorenzo Creek	12	33,340	61,961		61,961	45,314		45,314	16,693
127	Moro Cojo Slough	17	572,372	139,690		139,690	102,209		102,209	534,891
130	Hydro-Electric Operations		1,462,439	860,240		860,240	53,239		53,239	655,438
131	CSIP Operations	2B & 2Y	3,955,588	5,540,313	600,000	6,140,313	4,600,522		4,600,522	2,415,797
132	SVRP Operations	2B & 2Z	2,343,677	4,466,232		4,466,232	4,804,855		4,804,855	2,682,300
134	SRDF Operations		4,522,107	6,415,177		6,415,177	6,112,780		6,112,780	4,219,710
303	CSIP Debt Service Fund		770,672	1,668,000		1,668,000	1,668,000		1,668,000	770,672
313	SVWP Debt Service Fund		1,034,989	1,758,338		1,758,338	1,758,338		1,758,338	1,034,989
426	Interlake Tunnel Project		767,077	2,509,491		2,509,491	2,022,628		2,022,628	280,214
Total:			22,532,531	41,222,295	950,000	42,172,295	36,435,652	0	36,435,652	16,795,888

*Current Estimate, based on Accounting Period 14, FY22



County of Monterey

Item No.6

Board Report

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

Legistar File Number: WRAFIN 23-013

March 03, 2023

Introduced: 2/27/2023

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

Consider recommending that the Board of Directors approve Amendment No. 5 to the Agreement for Services with JM Electric, Inc., by extending the contract term to June 30, 2024, and adding \$50,000 for a new contract total of \$200,000 to provide electrical services for the Nacimient Hydroelectric Plant; and authorize the General Manager to execute Amendment No. 5.

RECOMMENDATION:

It is recommended that the Monterey County Water Resources Agency Finance Committee:

Consider recommending that the Board of Directors approve Amendment No. 5 to the Agreement for Services with JM Electric, Inc., by extending the contract term to June 30, 2024, and adding \$50,000 for a new contract total of \$200,000 to provide electrical services for the Nacimient Hydroelectric Plant; and authorize the General Manager to execute Amendment No. 5.

SUMMARY/DISCUSSION:

On December 3, 2018, the Monterey County Water Resources Agency (Agency) entered into an Agreement for Services (Agreement) with JM Electric, Inc., to provide electrical services for the Nacimient Hydroelectric Power Plant (Power Plant). The scope of work under this Agreement includes routine inspection, maintenance, troubleshooting and repair of electrical equipment. JM Electric, Inc., provides as-needed repair services of specialized electrical equipment, and critical routine inspections and maintenance necessary to keep in good working condition the Power Plant.

The proposed Amendment No. 5 will extend the term of the Agreement to June 30, 2024, and increase the amount payable by \$50,000 to a not-to-exceed total of \$200,000.

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

Amendment No. 5 is payable from Fund 130 - Hydroelectric Plant Operation and Maintenance.

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

Approved by: Lew Bauman, Interim General Manager, (831) 755-4860

Attachments:

1. Amendment No. 5.
2. Copies of Amendments No. 1-4.
3. Copy of Original Agreement for Services.



County of Monterey

Item No.6

Board Report

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

Legistar File Number: WRAFIN 23-013

March 03, 2023

Introduced: 2/27/2023

Current Status: Agenda Ready

Version: 1

Matter Type: WRA Finance Item

Consider recommending that the Board of Directors approve Amendment No. 5 to the Agreement for Services with JM Electric, Inc., by extending the contract term to June 30, 2024, and adding \$50,000 for a new contract total of \$200,000 to provide electrical services for the Nacimiento Hydroelectric Plant; and authorize the General Manager to execute Amendment No. 5.

RECOMMENDATION:

It is recommended that the Monterey County Water Resources Agency Finance Committee:

Consider recommending that the Board of Directors approve Amendment No. 5 to the Agreement for Services with JM Electric, Inc., by extending the contract term to June 30, 2024, and adding \$50,000 for a new contract total of \$200,000 to provide electrical services for the Nacimiento Hydroelectric Plant; and authorize the General Manager to execute Amendment No. 5.

SUMMARY/DISCUSSION:

On December 3, 2018, the Monterey County Water Resources Agency (Agency) entered into an Agreement for Services (Agreement) with JM Electric, Inc., to provide electrical services for the Nacimiento Hydroelectric Power Plant (Power Plant). The scope of work under this Agreement includes routine inspection, maintenance, troubleshooting and repair of electrical equipment. JM Electric, Inc., provides as-needed repair services of specialized electrical equipment, and critical routine inspections and maintenance necessary to keep in good working condition the Power Plant.

The proposed Amendment No. 5 will extend the term of the Agreement to June 30, 2024, and increase the amount payable by \$50,000 to a not-to-exceed total of \$200,000.

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

Amendment No. 5 is payable from Fund 130 - Hydroelectric Plant Operation and Maintenance.

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

Approved by: Lew Bauman, Interim General Manager, (831) 755-4860

Attachments:

1. Amendment No. 5.
2. Copies of Amendments No. 1-4.
3. Copy of Original Agreement for Services.

**AMENDMENT NO. 5 TO
AGREEMENT FOR SERVICES
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND
JM ELECTRIC, INC.**

THIS AMENDMENT No. 5 to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California, (hereinafter, “Agency”), and JM Electric, 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 May 1, 2018 (hereinafter, “Agreement”);

WHEREAS, the Parties wish to amend the Agreement by extending the contract term to June 30, 2024, and increase the dollar amount by \$50,000, not to exceed \$200,000, 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:

The term of this Agreement shall begin on May 1, 2018
by CONTRACTOR and Agency, and will terminate on June 30, 2024,
unless earlier terminated as provided herein.

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

Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR in accordance with the Payment Provisions set forth in Exhibit F. The maximum amount payable to CONTRACTOR under this contract is Two Hundred Thousand dollars (\$200,000).

Original Agreement	\$25,000
Amendment No. 1	\$25,000
Amendment No. 2	\$25,000
Amendment No. 3	\$25,000
Amendment No. 4	\$50,000
<u>Amendment No. 5</u>	<u>\$50,000</u>
Not to exceed total:	\$200,000

3. All other terms and conditions of the Agreement remain unchanged and in full force.

Amendment No. 5 JM Electric Inc.

4. This AMENDMENT No. 5 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

This space left blank intentionally

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 5 to the Agreement as of the day and year written below:

**MONTEREY COUNTY WATER
RESOURCES AGENCY**

By: _____
Interim General Manager

Date: _____

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

By: _____
Assistant County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor-Controller

Date: _____

By: _____
Administrative Analyst

Date: _____

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

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

CONTRACTOR

*Contractor Business Name

By: _____
(Signature of Chair, President or Vice President)

Title: _____
(Print Name and Title)

Date: _____

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

Title: _____
(Print Name and Title)

Date: _____

EXHIBIT F
PAYMENT PROVISIONS

AGENCY shall pay CONTRACTOR on a time and expense basis pursuant hourly rates in accordance with the Rate Schedule shown below. This Rate Schedule replaces EXHIBIT E of the Agreement.

Hourly labor billing rates may be modified as agreed by AGENCY and CONTRACTOR once per calendar year. The parties shall agree to such modifications in writing as an Amendment to the Agreement. Standard Rate applies from 7:00 a.m. to 3:30 p.m. (Monday to Friday), Overtime Rate applies 3:30 p.m. to 5:30 p.m. (Monday to Friday) & Saturday 7:00 a.m. to 3:30 p.m. Double time Rate is anything outside of Standard or Overtime Rate. Work begins when CONTRACTOR's employees depart office for worksite.

JM Electric Billing Rates
IBEW LOCAL 234 – Monterey, Santa Cruz, San Benito Counties

T&M Rates

Classification	Standard Rate
Apprentice 1	\$121.00
Apprentice 2	\$160.00
Journeyman / Journeyman Tech.	\$177.00
Foreman / Cable Splicing	\$194.00
General Foreman	\$212.00

**AMENDMENT NO. 1 TO
STANDARD AGREEMENT
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND
JM ELECTRIC, INC**

THIS AMENDMENT NO. 1 to the Standard Agreement between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, "Agency") and JM Electric, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties").

WHEREAS, CONTRACTOR entered into a Standard Agreement with Agency on May 1, 2018 (hereinafter, "Agreement"); and

WHEREAS, the Parties now wish to amend the Agreement to extend the term to June 30, 2022 with a dollar increase of \$25,000 to continue to provide 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:

The term of this Agreement shall begin on May 1, 2018 by CONTRACTOR and Agency, and will terminate on June 30, 2022, unless earlier terminated as provided herein.

2. Amend Section 3, "Payments to CONTRACTOR; maximum liability", to read as follows:

Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR in accordance with the amounts provided in Exhibit B for work completed and/or in progress pursuant this Agreement, summarized below:

Original Agreement	\$25,000
<u>Amendment No. 1</u>	<u>\$25,000</u>
Not to exceed total:	<u>\$50,000</u>

The maximum amount payable to CONTRACTOR under this Agreement as amended by Amendment No. 1, is \$50,000.

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.

Amendment No. 1 JM Electric.
Term extension to June 30, 2022

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

**MONTEREY COUNTY WATER
RESOURCES AGENCY**

By: 
Interim General Manager

Date: 4/29/19

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

By: 
Deputy County Counsel

Date: 4/16/19

Approved as to Fiscal Provisions

By: _____
Auditor-Controller

Date: _____

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____


CONTRACTOR

Jensco Inc. dba JM Electric
*Contractor Business Name

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

Its: Frederick A. Jensen Pres.
(Print Name and Title)

Date: 4/8/19

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

Its: Chris E. Jensen, Francis Officer
(Print Name and Title)

Date: 8 Apr 19

*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. 1 JM Electric.
Term extension to June 30, 2022

**AMENDMENT NO. 2
TO THE STANDARD AGREEMENT
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND
JM ELECTRIC, INC.**

THIS AMENDMENT NO. 2 to the Standard Agreement between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, "Agency") and JM Electric, Inc., a California Corporation, (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 a Standard Agreement with Agency on December 3, 2018 (hereinafter, "Agreement") and amended the Agreement on April 29, 2019; and

WHEREAS, the Parties now wish to amend the Agreement with a dollar increase of \$25,000 to continue to provide services identified in the Agreement.

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

1. Amend Section 3, "Payments to CONTRACTOR; maximum liability", to read as follows:

Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR in accordance with the amounts provided in Exhibit C for work completed and/or in progress pursuant this Agreement, summarized below:

Original Agreement	\$25,000
Amendment No. 1	\$25,000
Amendment No. 2	\$25,000
Not to exceed total:	<u>\$75,000</u>

The maximum amount payable to CONTRACTOR under this Agreement as amended by Amendment No. 1 is \$75,000.

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

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

Amendment No. 2 – JM Electric, Inc.

EXHIBIT C

Fee Schedule

This Exhibit C supercedes Exhibit B. Exhibit B no longer applies as of the execution date of Amendment No. 2.

Hourly labor billing rates may be modified as agreed by Agency and Contractor once per calendar year. The parties shall agree to such modifications in writing as an Amendment to the Agreement. Standard rate applies 7:00AM-3:30 PM (Mon.-Fri.), O/T Rate 3:30 pm – 5:30 PM (Mon.-Fri.) & Sat. 7:00 AM – 3:30 PM, D/T rate is anything outside of Standard or O/T rate. Work begins when Contractor's employees depart office for worksite.

2019 JM Electric Billing Rates

IBEW LOCAL 234 – Monterey, Santa Cruz, San Benito Counties 2019 T&M Rates

Classification	Standard Rate	O/T Rate	D/T Rate
Rate Time Frame	7:00am - 3:30pm	3:30pm - 5:30pm	5:30pm - 6:00am
Apprentice 1-5: App.1	\$ 96.00	\$ 144.00	\$ 192.00
Apprentice 6-10: App. 2	\$ 130.00	\$ 195.00	\$ 260.00
Journeyman	\$ 141.00	\$ 211.50	\$ 282.00
Foreman	\$ 153.50	\$ 230.25	\$ 307.00
General Foreman	\$ 165.50	\$ 248.25	\$ 331.00

**MONTEREY COUNTY WATER
RESOURCES AGENCY**

By: [Signature]
Brent Buche, General Manager

Date: 8/5/19

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

By: [Signature]
Deputy County Counsel

Date: 7/24/19

Approved as to Fiscal Provisions

By: [Signature]
Auditor-Controller

Date: 7/25/19

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

CONTRACTOR

JM Electric
*Contractor Business Name

By: [Signature]
(Signature of Chair, President or Vice President)

Its: Frederick A Jensen
(Print Name and Title)

Date: 7/17/19

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Its: Chris E. Jensen CFO
(Print Name and Title)

Date: 16 July 19

*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 – JM Electric, Inc.

AMENDMENT NO. 3
TO AGREEMENT FOR SERVICES
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND
JM ELECTRIC

The undersigned parties hereby agree to amend that certain Agreement for Services between the Monterey County Water Resources Agency (hereinafter "Agency") and JM Electric, (hereinafter "CONTRACTOR") executed and effective on December 3, 2018 and amended on April 29, 2019 and August 5, 2019 (hereinafter "Agreement").

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

3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit D, for work completed and/or in progress pursuant this Agreement, summarized below:

Original Agreement:	\$25,000
Amendment No. 1	\$25,000
Amendment No. 2	\$25,000
<u>Amendment No. 3</u>	<u>\$25,000</u>
Not to Exceed Total:	\$100,000

The maximum amount payable to CONTRACTOR under this Agreement as amended by Amendments No. 1, 2 and 3 is \$100,000.

All other terms and conditions of the Agreement shall remain in full force and effect.

This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, Agency and CONTRACTOR have caused this Amendment No. 3 to be executed as follows:

**MONTEREY COUNTY
WATER RESOURCES AGENCY**

BY: B. Buche
Brent Buche, General Manager

Date: E-signed 1/22/2021

JM ELECTRIC

BY: Chris E. Jensen
(Signature)

Chris E. Jensen, Financial Officer
(Print Name and Title) *

Date: 28 Dec 20

BY: Linda A. Tashan
(Signature)

Linda A. Tashan, Asst. Corp. Sec.
(Print Name and Title) *

Date: 28 Dec 20

***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.

**JM Electric
Amendment No. 3**

* * * * *

Approved as to form:

Approved as to fiscal provisions:

Kelly A. Donlon
Deputy County Counsel

Juan Pablo Lopez
Administrative Analyst

Dated: January 22, 2021

Dated: 01/22/2021

Gary K. Giboney
Auditor-Controller

Dated: 1-22-2021

EXHIBIT D

Fee Schedule

CONTRACTOR shall be paid for services provided, on a fee-for-service basis in accordance with the Fee Schedule shown below. This Fee Schedule replaces EXHIBIT C of Amendment No. 2.

Hourly labor billing rates may be modified as agreed by Agency and CONTRACTOR once per calendar year. The parties shall agree to such modifications in writing as an Amendment to the Agreement. Standard Rate applies from 7:00 a.m. to 3:30 p.m. (Monday to Friday), O/T Rate applies from 3:30 p.m. to 5:30 p.m. (Monday to Friday) & Saturday 7:00 a.m. to 3:30 p.m. D/T Rate is anything outside of Standard or O/T Rates. Work begins when CONTRACTOR's employees depart office for worksite.

2021 JM Electric Billing Rates

IBEW LOCAL 234 – Monterey, Santa Cruz, San Benito Counties

2021 T&M Rates

Classification	Standard Rate	O/T Rate	D/T Rate
Rate Time Frame	7:00am-3:30pm	3:30pm-5:30pm	5:30pm-6:00am
Apprentice 1	\$101.00	\$151.50	\$202.00
Apprentice 2	\$137.00	\$205.50	\$274.00
Journeyman/Jrnymn Tech	\$150.00	\$225.00	\$300.00
Foreman/Cable Splicing	\$163.50	\$245.25	\$327.00
General Foreman	\$176.50	\$264.75	\$353.00

MCWRA /JM Electric
Amendment No. 3

AMENDMENT No. 4
to
Agreement for Services between
Monterey County Water Resources Agency and JM Electric, Inc.

THIS AMENDMENT No. 4 is made to the AGREEMENT for Services by and between the Monterey County Water Resources Agency, a political subdivision of the State of California, (hereinafter, "AGENCY"), and JM Electric, Inc., (hereinafter, "CONTRACTOR").

WHEREAS, the AGENCY and CONTRACTOR entered into the AGREEMENT with a term of May 1, 2018 through June 30, 2021, for a total contract amount of \$25,000.

WHEREAS, on April 29, 2019, the AGENCY and CONTRACTOR entered into Amendment No. 1 to the AGREEMENT, thereby amending the AGREEMENT by extending the term to June 30, 2022, and adding \$25,000 for total contract amount of \$50,000.

WHEREAS, on August 5, 2019, the AGENCY and CONTRACTOR entered into Amendment No. 2 to the AGREEMENT, thereby amending the AGREEMENT by adding \$25,000 for a total contract amount of \$75,000.

WHEREAS, on January 22, 2021, the AGENCY and CONTRACTOR entered into Amendment No. 3 to the AGREEMENT, thereby amending the AGREEMENT by adding \$25,000 for a total contract amount of \$100,000.

WHEREAS, the AGENCY and CONTRACTOR wish to amend the AGREEMENT to allow continuation of services and payment by extending the contract term to **June 30, 2023**, and adding \$50,000 for a new contract total of \$150,000.

NOW THEREFORE, the AGENCY and CONTRACTOR hereby agree to amend the AGREEMENT as follows:

1. **Page 1, Section 2., "Term of Agreement"** is amended to read as follows:

The term of this Agreement shall begin on May 1, 2018
by CONTRACTOR and Agency, and will terminate on June 30, 2023,
unless earlier terminated as provided herein.

2. **Page 1, Section 3., "Payments to CONTRACTOR; maximum liability"** is amended to read as follows:

Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR in accordance with the Payment Provisions set forth in **Exhibit E**, for work completed set forth in the AGREEMENT. The maximum amount payable to CONTRACTOR under this AGREEMENT as amended by AMENDMENT No. 4 is **\$150,000**.

JM Electric Inc.
Amendment No. 4 to Agreement
Page 1 of 4

EXHIBIT E

PAYMENT PROVISIONS

AGENCY shall pay CONTRACTOR on a time and expense basis pursuant hourly rates in accordance with the Rate Schedule shown below. This Rate Schedule replaces EXHIBIT D of the AGREEMENT.

Hourly labor billing rates may be modified as agreed by AGENCY and CONTRACTOR once per calendar year. The parties shall agree to such modifications in writing as an Amendment to the Agreement. Standard Rate applies from 7:00 a.m. to 3:30 p.m. (Monday to Friday), Overtime Rate applies 3:30 p.m. to 5:30 p.m. (Monday to Friday) & Saturday 7:00 a.m. to 3:30 p.m. Double time Rate is anything outside of Standard or Overtime Rate. Work begins when CONTRACTOR's employees depart office for worksite.

JM Electric Billing Rates

IBEW LOCAL 234 – Monterey, Santa Cruz, San Benito Counties

December 27, 2021 to December 25, 2022 T&M Rates

Classification	Standard Rate
Apprentice 1	\$114.00
Apprentice 2	\$151.00
Journeyman / Journeyman Tech.	\$167.00
Foreman / Cable Splicing	\$183.00
General Foreman	\$199.00

December 26, 2022 to December 24, 2023 T&M Rates

Classification	Standard Rate
Apprentice 1	\$121.00
Apprentice 2	\$160.00
Journeyman / Journeyman Tech.	\$177.00
Foreman / Cable Splicing	\$194.00
General Foreman	\$212.00

MONTEREY COUNTY WATER RESOURCES AGENCY
AND J M Electric
AGREEMENT FOR SERVICES

This is an agreement ("Agreement") between the Monterey County Water Resources Agency, hereinafter called "Agency," and J M Electric,
a California Corporation, 400 Griffin Street, Salinas, CA 93901 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:

Provide as-needed services at Agency facilities and project 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 May 1, 2018
by CONTRACTOR and Agency, and will terminate on June 30, 2021,
unless earlier terminated as provided herein.
3. Payments to CONTRACTOR: maximum liability. Subject to the limitations set forth herein,

Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is
Twenty Five Thousand Dollars and no cents

(\$ 25,000.00).

4. Monthly Invoices by CONTRACTOR: Payment.

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

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

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

6. Insurance.

6.1 Evidence of Coverage:

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

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

6.2 Qualifying Insurers:

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

6.3 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

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

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

6.4 Other Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TO AGENCY	TO CONTRACTOR
Name: Chris Moss	Name: Elva Cavasos
Address: 1441 Schilling Place - North Building Salinas, CA 93901	Address: 400 Griffin Street Salinas, CA 93901
Telephone: (831) 755-4860	Telephone: (831) 422-7819
Fax: (831) 424-7935	Fax: (831) 758-9638
E-Mail: mosscc@co.monterey.ca.us	E-Mail: lfgwcavazos@comcast.net

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

MONTEREY COUNTY WATER RESOURCES AGENCY
AND J M Electric
AGREEMENT FOR SERVICES

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

**MONTEREY COUNTY WATER
RESOURCES AGENCY:**

BY: David E. Chardavoyne

David E. Chardavoyne
General Manager

Date: 3 December 2018

CONTRACTOR:

BY: Ch. E. Jensen

Type Name: Ch. E. Jensen

Title: Financial Officer

Date: 1 Nov 18

BY: Fredrick A. Jensen

Type Name: Fredrick A. Jensen

Title: President

Date: 1 Nov 18


* 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:

Approved as to fiscal provisions:

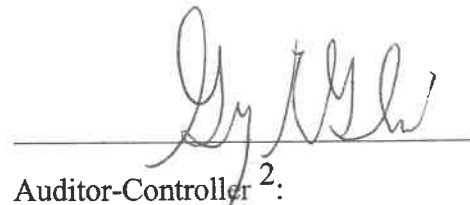

Deputy County Counsel


Administrative Analyst

Dated: 11/26/18

Dated: 11/30/18

County Counsel – Risk Manager:


Auditor-Controller ²:

Dated: _____

Dated: 11-26-18

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

Monterey County Water Resources Agency (Agency) owns and operates a variety of facilities, including dams, pump stations, fresh water wells and pumps, culverts, drainage facilities and buried pipelines.

The purpose of this Agreement is to provide as-needed services at Agency facilities and project components. All services will be provided on an as-needed basis as Agency engineering and maintenance staff identify maintenance and repair needs.

The process for engaging the contractor services is to be substantially as follows:

Agency staff identifies specific need for work, and identifies the funding source from the appropriate zone of benefit; Agency staff requests specific services from Contractor; the work and schedule for each identified job will be agreed to by Agency staff and Contractor prior to Contractor commencing work; and all work shall be performed and billed in accordance with the terms and rates shown in Exhibit B.

Contractor will provide, on an as-directed basis and in accordance with the terms of this Agreement, any of the following services at Agency facilities:

- High voltage electrical services
- Motor service
- Industrial electrical service
- Electrical services at Nacimiento Power Plant
- Electrical Troubleshooting
- Rewiring
- Additional electrical switches or outlets
- New lighting fixtures
- Sub-panel replacement
- Pole lighting
- Security lighting
- Motor control wiring
- 110-Volt/220-Volt/480-Volt systems
- Use of boom lift
- Closed circuit television (CCTV) system design

Work Schedule:

Contractor will begin and complete performance of services within the timeline provided by the Agency. In setting the timeline for performance, the Agency will first consult with and consider Contractor's feedback.

EXHIBIT B

FEE SCHEDULE

Hourly labor billing rates may be modified as agreed by Agency and Contractor once per calendar year. The parties shall agree to such modifications in writing as an Amendment to the Agreement.

Current J M Electric Billing Rates

IBEW LOCAL 234 – Monterey, Santa Cruz, San Benito Counties
2018 T&M Rates

Classification	Standard Rate	O/T Rate	D/T Rate
Rate Time Frame	7:00am -3:30pm	3:30pm-5:30pm	5:30pm-6:00pm
Apprentice 1-5: App. 1	\$94.00	\$141.00	\$188.00
Apprentice 6-10: App. 2	\$125.00	\$187.50	\$250.00
Journeyman	\$136.00	\$204.00	\$272.00
Foreman	\$147.50	\$221.25	\$295.00
General Foreman	\$159.00	\$238.50	\$318.00



County of Monterey

Item No.7

Board Report

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

Legistar File Number: WRAFIN 23-008

March 03, 2023

Introduced: 2/27/2023

Current Status: Agenda Ready

Version: 1

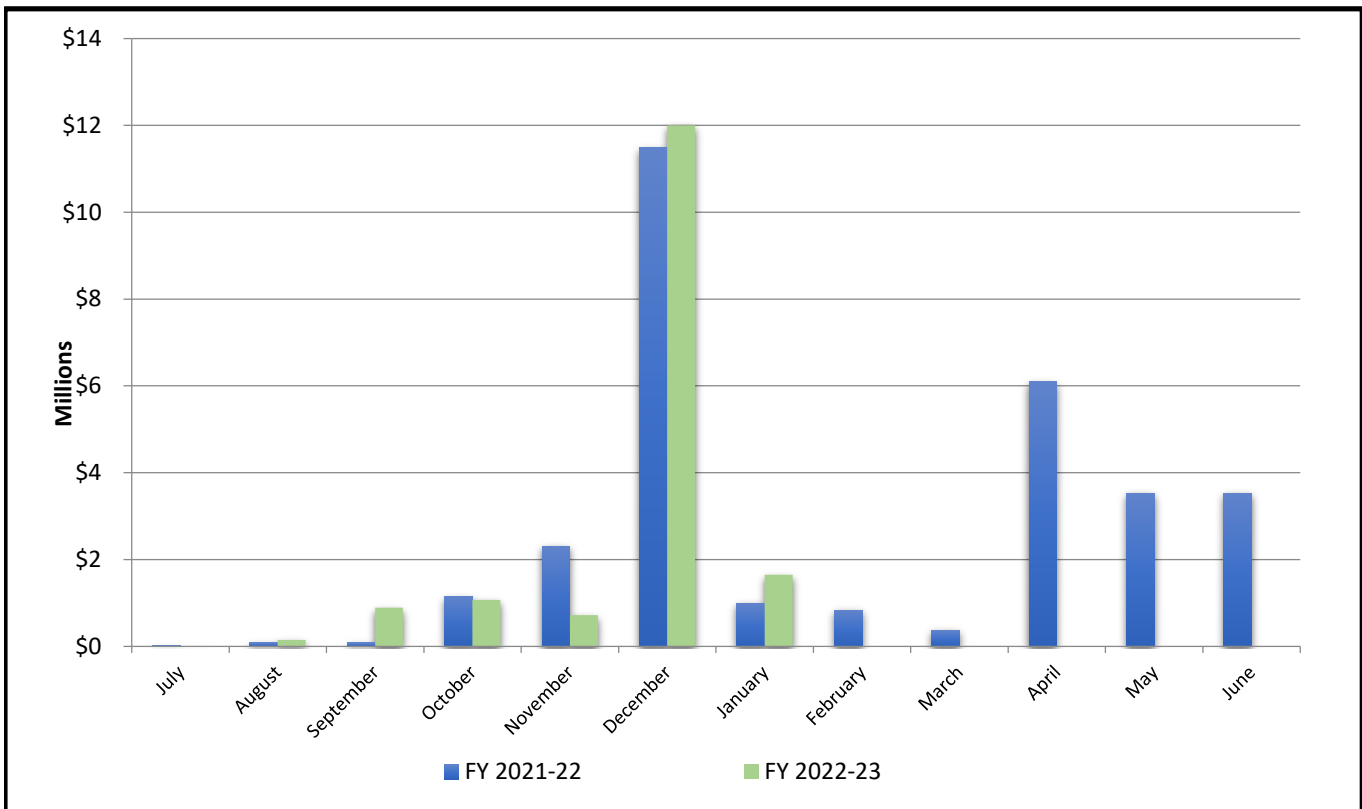
Matter Type: WRA Finance Item

Consider Receiving the January 2023 Financials for All Agency Funds.

Monterey County
Water Resources Agency
FY 2022-2023 FINANCIAL STATUS REPORT

YTD Actual Revenues

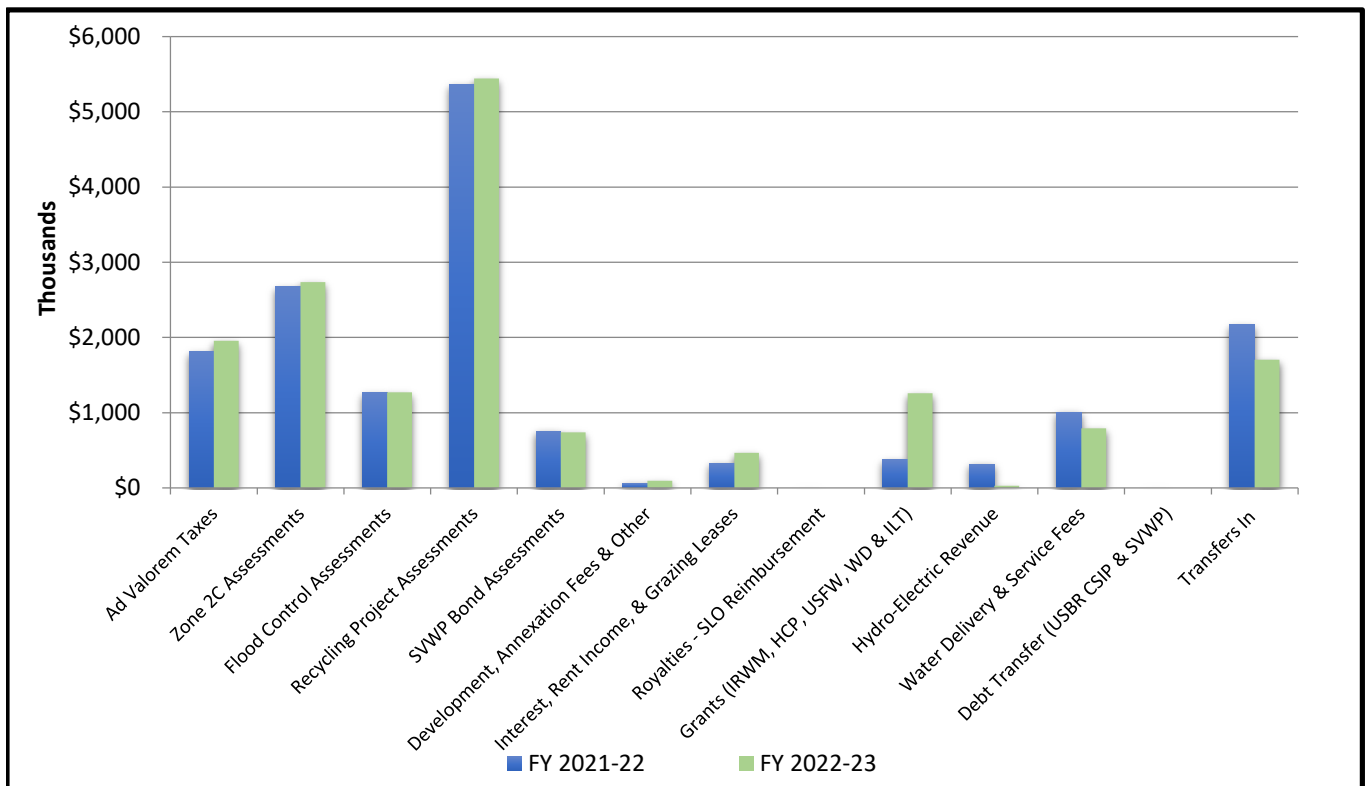
Month By Month Revenues				
	FY 2021-22	% Received	FY 2022-23	% Received
July	26,587	0.1%	6,068	0.0%
August	88,147	0.3%	149,696	0.4%
September	83,530	0.6%	892,883	2.9%
October	1,149,246	4.1%	1,070,731	5.8%
November	2,306,809	11.1%	716,645	7.8%
December	11,483,167	45.8%	12,004,745	40.7%
January	992,438	48.8%	1,646,748	45.3%
February	837,753	51.3%		
March	375,957	52.5%		
April	6,093,778	70.9%		
May	3,526,471	81.6%		
June	3,527,873	92.2%		
YEAR TO DATE ACTUAL:	30,491,757	92.2%	16,487,517	45.3%
ADOPTED BUDGET:	33,056,693		36,435,652	



Monterey County
Water Resources Agency
FY 2022-2023 FINANCIAL STATUS REPORT

YTD Revenues by Source

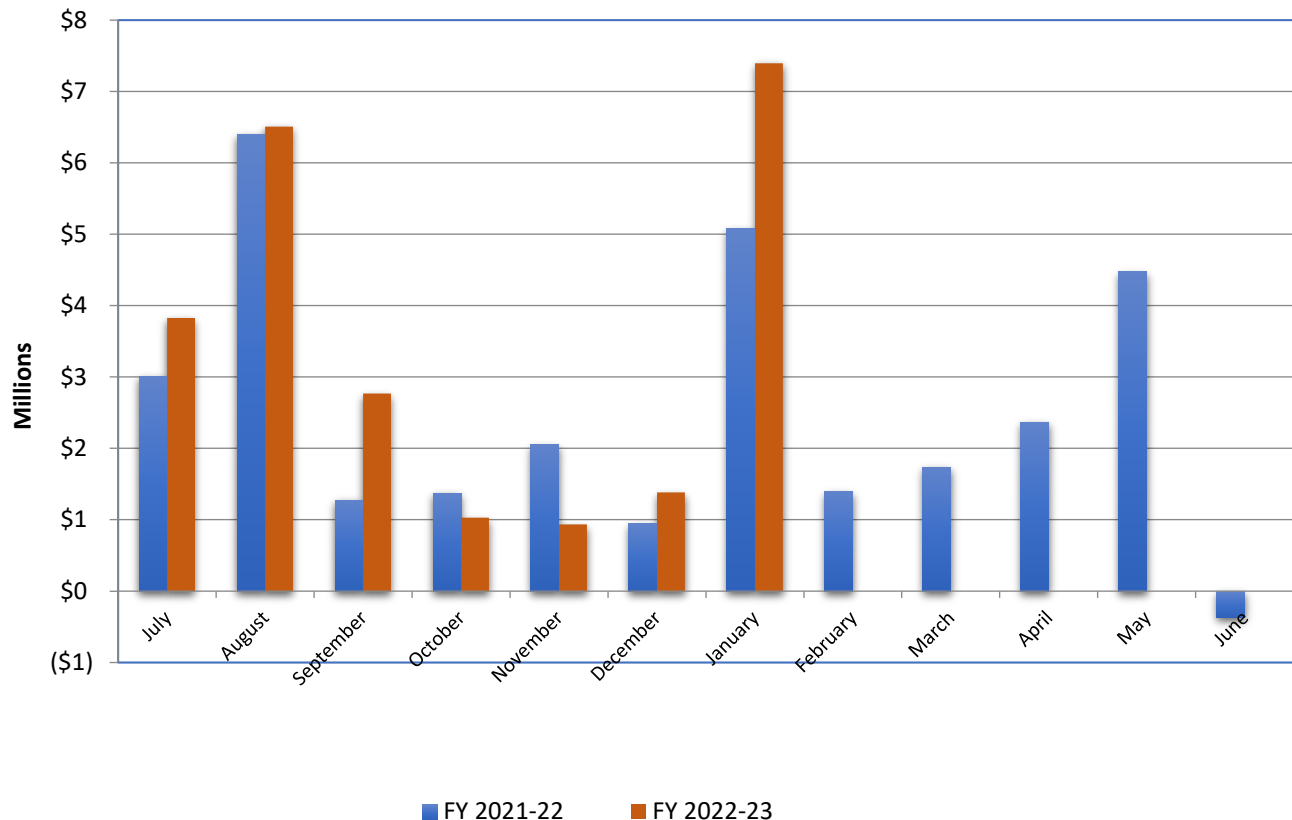
Through Accounting Period 6 - January 31		
	FY 2021-22	FY 2022-23
Ad Valorem Taxes	1,812,794	1,957,755
Zone 2C Assessments	2,678,309	2,734,475
Flood Control Assessments	1,268,543	1,270,382
Recycling Project Assessments	5,360,380	5,440,936
SVWP Bond Assessments	754,826	737,950
Development, Annexation Fees & Other	62,651	96,716
Interest, Rent Income, & Grazing Leases	328,588	467,174
Royalties - SLO Reimbursement	0	0
Grants (IRWM, HCP, USFW, WD & ILT)	373,604	1,258,964
Hydro-Electric Revenue	317,411	27,213
Water Delivery & Service Fees	1,005,118	791,351
Debt Transfer (USBR CSIP & SVWP)	0	0
Transfers In	2,167,701	1,704,600
YEAR TO DATE TOTAL:	16,129,924	16,487,517



Monterey County
Water Resources Agency
FY 2022-2023 FINANCIAL STATUS REPORT

YTD Actual Expenditures

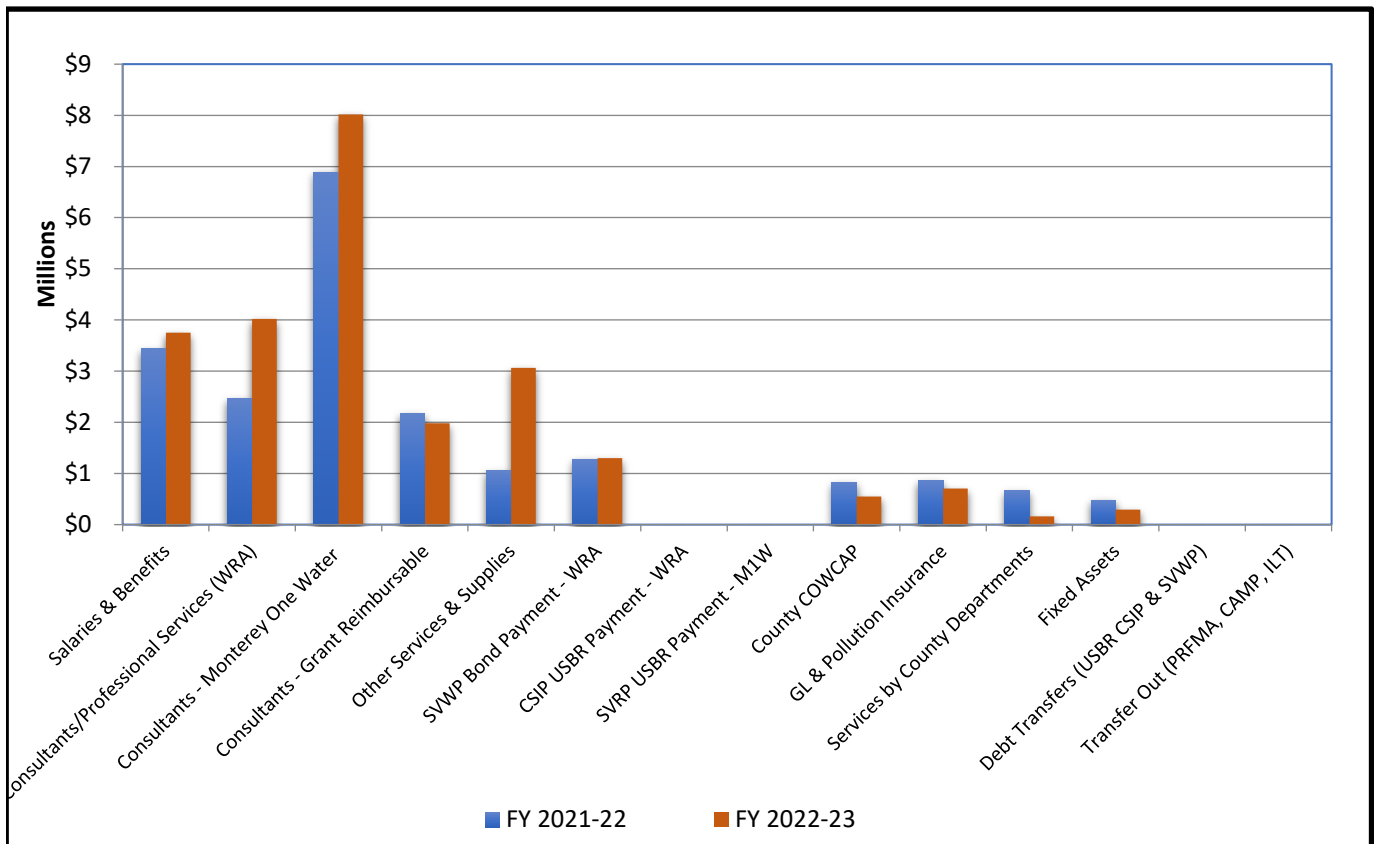
Month By Month Expenditures				
	FY 2021-22	% Expended	FY 2022-23	% Expended
July	3,007,190	7.7%	3,826,260	9.3%
August	6,400,821	24.0%	6,506,256	25.1%
September	1,274,437	27.3%	2,770,110	31.8%
October	1,373,895	30.8%	1,029,596	34.3%
November	2,054,928	36.1%	935,997	36.6%
December	942,308	38.5%	1,383,500	39.9%
January	5,076,570	51.5%	7,396,513	57.9%
February	1,396,116	55.0%		
March	1,736,157	59.5%		
April	2,365,663	65.5%		
May	4,473,938	76.9%		
June	(366,463)	76.0%		
YEAR TO DATE ACTUAL:	29,735,559	76.0%	23,848,233	57.9%
ADOPTED BUDGET:	39,123,515		41,222,295	



Monterey County
Water Resources Agency
FY 2022-2023 FINANCIAL STATUS REPORT

YTD Expenditures by Type

Through Accounting Period 6 - January 31		
	FY 2021-22	FY 2022-23
Salaries & Benefits	3,441,134	3,750,303
Consultants/Professional Services (WRA)	2,462,530	4,019,369
Consultants - Monterey One Water	6,889,000	8,019,596
Consultants - Grant Reimbursable	2,168,577	1,984,101
Other Services & Supplies	1,049,729	3,063,310
SVWP Bond Payment - WRA	1,280,719	1,299,919
CSIP USBR Payment - WRA	-	0
SVRP USBR Payment - M1W	-	0
County COWCAP	823,854	551,357
GL & Pollution Insurance	860,090	706,590
Services by County Departments	663,417	164,132
Fixed Assets	480,099	289,555
Debt Transfers (USBR CSIP & SVWP)	-	0
Transfer Out (PRFMA, CAMP, ILT)	-	0
YEAR TO DATE TOTAL:	20,119,149	23,848,233



**MONTEREY COUNTY
WATER RESOURCES AGENCY
FY 2022-2023 FINANCIAL STATUS REPORT**

For Month Ending: January 31, 2023

% Monthly Time Elapsed: 16.67%

Updated: 2.24.2023			APPROVED BUDGET				YEAR-TO-DATE					
Fund	Unit	Fund Name	Estimated Beginning Fund Balance	Approved Budget Expenditures	Approved Budget Revenue	Estimated Ending Fund Balance	YTD Actual Expenditures	Percent Budget Expended	YTD Actual Revenue	Percent Budget Received	Estimated Current Fund Balance	Fund
111	8267	WRA Administration Fund	2,590,299	4,429,019	4,044,703	2,205,983	1,836,561	41.5%	2,812,932	69.5%	3,566,670	111
112	8484	Pajaro Levee*	546,800	1,715,794	1,439,970	270,976	1,220,478	71.1%	1,276,401	88.6%	(55,777)	112
116	8485	Dam Operations**	2,230,385	9,093,596	8,036,460	1,173,249	5,713,588	62.8%	3,332,488	41.5%	(150,715)	116
121	8486	Soledad Storm Drain	237,642	108,318	102,447	231,771	36,052	33.3%	50,937	49.7%	252,527	121
122	8487	Reclamation Ditch	1,465,144	2,456,126	1,644,187	653,205	1,538,320	62.6%	821,815	50.0%	748,639	122
124	8488	San Lorenzo Creek	33,340	61,961	45,314	16,693	26,820	43.3%	26,514	58.5%	33,034	124
127	8489	Moro Cojo Slough	572,372	139,690	102,209	534,891	99,395	71.2%	62,587	61.2%	535,564	127
130	8490	Hydro-Electric Operations	1,462,439	860,240	53,239	655,438	375,458	43.6%	36,100	67.8%	1,123,081	130
131	8491	CSIP Operations	3,955,588	5,540,313	4,600,522	3,015,797	3,686,106	66.5%	2,622,244	57.0%	2,891,725	131
132	8492	SVRP Operations	2,343,677	4,466,232	4,804,855	2,682,300	3,360,391	75.2%	2,921,905	60.8%	1,905,191	132
134	8493	SRDF Operations	4,522,107	6,415,177	6,112,780	4,219,710	4,017,945	62.6%	2,156,445	35.3%	2,660,607	134
303	8267	CSIP Debt Service Fund	770,672	1,668,000	1,668,000	770,672	0	0.0%	0	0.0%	770,672	303
313	8494	Debt Services	1,034,989	1,758,338	1,758,338	1,034,989	1,299,919	73.9%	401	0.0%	(264,529)	313
426	8495	Interlake Tunnel Project	767,077	2,509,491	2,022,628	280,214	637,199	25.4%	366,747	18.1%	496,625	426
TOTAL:			22,532,530	41,222,295	36,435,652	17,745,887	23,848,233	57.9%	16,487,517	45.3%	14,513,314	

Fiscal Year 2022 Year End Balance estimates \$690,148 increase to Fund Balance

* Fund 112 - Loan of \$658,500 from GF was forgiven in FY22 and the actual tranfer was made in FY23

** Fund 116 - after \$105K Capital Project Assignment in FY23



County of Monterey

Item No.8

Board Report

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

Legistar File Number: WRAFIN 23-016

March 03, 2023

Introduced: 2/27/2023

Current Status: Draft

Version: 1

Matter Type: WRA Finance Item

FY2023-24 Preliminary Budget Review



County of Monterey

Item No.9

Board Report

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

Legistar File Number: WRAFIN 23-014

March 03, 2023

Introduced: 2/27/2023

Current Status: Draft

Version: 1

Matter Type: WRA Finance Item

- Proposition 218 Update
- 3-5 Year Financial Plan Update
- Funding Opportunities Update
- Grants Update
- Homeless Encampment Cleanup Costs



County of Monterey

Item No.10

Board Report

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

Legistar File Number: WRAFIN 23-015

March 03, 2023

Introduced: 2/27/2023

Current Status: Draft

Version: 1

Matter Type: WRA Finance Item

Set next meeting date and discuss future agenda items.