

# Monterey County

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



## Meeting Agenda - Final

**Tuesday, January 19, 2021**

**1:00 PM**

### **SPECIAL MEETING**

**IMPORTANT COVID-19 NOTICE ON PAGE 2-4  
AVISO IMPORTANTE SOBRE COVID-19 EN LA PAGINA 2-4  
Water Resources Agency Board of Directors**

***Vice-Chair John Baillie***

***Mark Gonzalez***

***Deidre Sullivan***

***Ken Ekelund***

***Mike Scattini***

***Mike LeBarre***

***Jason Smith***

***Matt Simis***

***Marvin Borzini***

### **Important Notice Regarding COVID-19**

**This meeting is compliant with Governor Newsom's Executive Order N-29-20 which allows local legislative bodies to hold public meetings electronically only, without a physical location for public participation, accessible only telephonically or otherwise electronically (video conferencing) to all members of the public seeking to observe and address the local legislative body, in order to avoid public gatherings, and until further notice.**

**Based on guidance from the California Department of Public Health and the California Governor's Office, in order to minimize the spread of the COVID 19 virus, please do the following:**

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

**2. If you are watching the live stream of the Board meeting and 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 Secretary of the Board at [WRAPubliccomment@co.monterey.ca.us](mailto:WRAPubliccomment@co.monterey.ca.us) mailto:WRAPubliccomment@co.monterey.ca.us In an effort to assist the Secretary in identifying the agenda item relating to your public comment please indicate in the Subject Line, the meeting body (i.e. Board of Directors Agenda) and item number (i.e. Item No. 10). 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.**

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

**<https://montereycty.zoom.us/j/96838774243>**

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

**+1 669 900 6833 US (San Jose)**

**+1 346 248 7799 US (Houston)**

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**+1 929 205 6099 US (New York)**

**+1 253 215 8782 US**

**+1 301 715 8592 US**

**Enter this Meeting ID number: 968 3877 4243 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.**

### **Aviso Importante Sobre COVID-19**

Esta reunión cumple con la Orden Ejecutiva N-29-20 del Gobernador Newsom que permite que los cuerpos legislativos locales tengan reuniones públicas electrónicas solamente, sin un lugar físico para la participación pública, accesibles solo por teléfono o electrónicamente (videoconferencia) para todos los miembros del público que busquen observar y dirigirse al cuerpo legislativo local, a fin de evitar reuniones públicas, y hasta nuevo aviso.

Basado en la guía del Departamento de Salud del Estado de California (California Department of Public Health) y de la Oficina del Gobernador, para minimizar la propagación del virus COVID 19, por favor haga lo siguiente:

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

2. Si usted está observando la transmisión de la reunión de la Junta en vivo y desea hacer un comentario público general para artículos que no son parte de la agenda del día o para comentar en un artículo específico de la agenda mientras se está escuchando, envíe su comentario, con un límite de 250 palabras o menos, al Secretario de la Junta al correo electrónico [WRAPubliccomment@co.monterey.ca.us](mailto:WRAPubliccomment@co.monterey.ca.us) <mailto:WRAPubliccomment@co.monterey.ca.us> Para ayudar al Secretario a identificar el artículo de la agenda del día relacionado con su comentario, por favor indique en la línea de asunto del correo electrónico el cuerpo de la reunión (es decir, la Agenda de la Junta Directiva) y el número de artículo (es decir, al Artículo No. 10). Se hará todo lo posible para leer su comentario y hacerlo parte del registro de la Junta, pero algunos comentarios pueden no leerse debido a limitaciones de tiempo. Cualquier comentario recibido después del artículo de la agenda se hará parte del registro de la reunión si es recibido antes de que termine la reunión.

3. Para participar for ZOOM, por favor únase for audio de computadora por:  
<https://montereycty.zoom.us/j/96838774243>

O para participar for teléfono, llame a cualquiera de los números a continuación:

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Cuando se le solicite, ingrese este número de reunión: 968 3877 4243. Por favor tenga en cuenta que no hay código de participante, simplemente presione # nuevamente después de que la grabación se lo indique.

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

**Call to Order at 1:00 P.M.**

**Public Comment**

**Election of Officers**

1. 1. Appointment of replacement Chair to serve the remaining year of a two-year term, or selection of nomination committee for appointment of replacement Chair at the February 16, 2021 Board of Director meeting.
2. Committee Assignments

**Consent Calendar**

2. Approve the Action Minutes of November 16, 2020  
  
**Attachments:** [Draft Action Minutes November 16, 2020](#)
3. Approve the 2021 Board of Directors and Committee Meetings Schedule.  
  
**Attachments:** [2021 BOD and Committee Meetings Schedule](#)
4. Ratify the General Manager's execution of Amendment 1 to the Professional Services Agreement with Smith & Enright Landscaping, Inc. to provide mowing & pruning services at the Pajaro River, in addition to litter removal services; and increase the total contract amount by \$82,175, to an amount not to exceed \$132,175  
  
**Attachments:** [Board Report](#)  
[Executed - Amendment No. 1](#)  
[Smith & Enright Encampment Cleanup Quote](#)  
[Executed Agreement](#)  
[Board Order](#)

**Scheduled Matters**



5. Consider recommending that the Monterey County Water Resources Agency Board of Supervisors:
- a. Approve the Joint Exercise of Powers Agreement by and among the City of Watsonville (“Watsonville”), the County of Monterey (“Monterey”), the County of Santa Cruz (“Santa Cruz”), the Monterey County Water Resources Agency (“MCWRA”), and Zone 7 of Santa Cruz County Flood Control and Water Conservation District (“Zone 7”), herein referred to as the “Member Agencies”, to form the Pajaro Regional Flood Management Agency (PRFMA) and authorize the Chair to sign the Joint Exercise of Powers Agreement; and
  - b. Approve the Indemnity Agreement regarding the Pajaro River Flood Risk Reduction Project (“Project”) by and among the Member Agencies and authorize the Chair to sign the Indemnity Agreement.

**Attachments:**    [Board Report](#)  
                              [Draft Indemnity Agreement - Final Blackline](#)  
                              [Draft JPA Agreement - Final Blackline](#)  
                              [Board Order](#)

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

6. January and February 2021 Calendars

**Attachments:**    [January 2021](#)  
                              [February 2021](#)

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

- 7.
- COVID-19 Update
  - Personnel Update
  - Reservoir Drought Operations
  - Prop 68 Grant
  - COWCAP Update
  - Other

### **Committee Reports**

### **Information Items**

8. Information Items:
- 1. Reservoir Release Update
  - 2. Well Permit Application Activities Update
  - 3. Dept. of Water Resources Technical Advisory Committee Participation

4. Prop. 1 Grant Notification Letters

**Attachments:** [Reservoir Release Update Report](#)  
[Well Permit Information Application Activities Update](#)  
[DWR TAC Participation Information](#)  
[Prop 1 Grant Notification Letters](#)

**Correspondence**

**Board of Directors Comments**

**Adjournment**



# Monterey County

## Item No.1

### Board Report

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

**Legistar File Number: WRAG 21-005**

January 19, 2021

**Introduced:** 1/11/2021

**Current Status:** Draft

**Version:** 1

**Matter Type:** WR General Agenda

1. Appointment of replacement Chair to serve the remaining year of a two-year term, or selection of nomination committee for appointment of replacement Chair at the February 16, 2021 Board of Director meeting.
2. Committee Assignments



# Monterey County

## Item No.2

### Board Report

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

Legistar File Number: WRAG 21-001

January 19, 2021

**Introduced:** 1/11/2021

**Current Status:** Draft

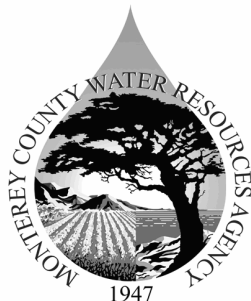
**Version:** 1

**Matter Type:** WR General Agenda

Approve the Action Minutes of November 16, 2020

# Monterey County

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



## Action Minutes - Draft

**Monday, November 16, 2020**

**12:00 PM**

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

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

*Vice-Chair John Baillie  
Mark Gonzalez  
Deidre Sullivan  
Ken Ekelund  
Mike Scattini  
Mike LeBarre  
Jason Smith  
Matt Simis  
Marvin Borzini*

### **Important Notice Regarding COVID-19**

Pursuant to Governor Newsom's Executive Order No. N-25-20, any or all Directors may participate in the meeting by telephone or video conference.

Based on guidance from the California Department of Public Health and the California Governor's Office, in order to minimize the spread of the COVID 19 virus, please do the following:

1. You are strongly encouraged to observe the live stream of the Board of Directors meetings at [http://monterey.granicus.com/ViewPublisher.php?view\\_id=19](http://monterey.granicus.com/ViewPublisher.php?view_id=19) or <http://www.mgtvonline.com/>
2. If you choose not to attend the Board of Directors meeting but wish to make a comment on a specific agenda item, please submit your comment via email by 5:00 p.m. on the Friday before the meeting. Please submit your comment to the Secretary of the Board at [WRAPubliccomment@co.monterey.ca.us](mailto:WRAPubliccomment@co.monterey.ca.us) In an effort to assist the Secretary in identifying the agenda item relating to your public comment please indicate in the Subject Line, the meeting body (i.e. Board of Directors Agenda) and item number (i.e. Item No. 10). Your comment will be placed into the record at the Board meeting.
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4. For ZOOM participation please join by computer audio at:  
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OR to participate by phone call any of these numbers below:  
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Enter this Meeting ID number: 968 3877 4243 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.

5. If you attend the Board of Director meeting in person, you will be required to maintain appropriate social distancing, i.e., maintain a 6-foot distance between yourself and other individuals.

#### **Aviso Importante Sobre COVID-19**

De acuerdo a la orden ejecutiva No. N-25-20 del Gobernador Newsom, todos y cada uno de los Directores pueden participar en la reunión por teléfono o videoconferencia.

Basado en la guía del Departamento de Salud del Estado de California (California Department of Public Health) y de la Oficina del Gobernador, para minimizar la propagación del virus COVID 19, por favor haga lo siguiente:

1. Se le recomienda firmemente que observe la transmisión de la reunión de la Junta Directiva en vivo por [http://monterey.granicus.com/ViewPublisher.php?view\\_id=19](http://monterey.granicus.com/ViewPublisher.php?view_id=19) o <http://www.mgtvonline.com/>
2. Si prefiere no asistir a la reunión de la Junta Directiva pero desea hacer un comentario sobre algún tema específico de la agenda, por favor envíe su comentario por correo electrónico antes de las 5:00 p.m. el Viernes antes de la reunion. Envíe su comentario al Secretario de la junta al correo electronico [WRAPubliccomment@co.monterey.ca.us](mailto:WRAPubliccomment@co.monterey.ca.us) <mailto:WRAPubliccomment@co.monterey.ca.us> Para ayudar al Secretario a identificar el artículo de la agenda relacionado con su comentario, por favor indique en la linea de asunto del correo electronico el cuerpo de la reunion (es decir, la Agenda de la Junta Directiva) y el número de artículo (es decir, el Artículo No. 10). Su comentario se colocará en el registro de la reunion de esta Junta.
3. Si usted esta observando la transmisión de la reunion de la Junta en vivo y desea hacer un comentario público general para articulos que no son parte de la agenda del día o para comentar en un artículo específico de la agenda mientras se esta escuchando, envíe su comentario, con un límite de 250 palabras o menos, al Secretario de la Junta al correo electronico [WRAPubliccomment@co.monterey.ca.us](mailto:WRAPubliccomment@co.monterey.ca.us) <mailto:WRAPubliccomment@co.monterey.ca.us> Para ayudar al Secretario a identificar el artículo de la agenda del dia relacionado con su comentario, por favor indique en la linea de asunto del correo electronico el cuerpo de la

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5. Si usted asiste a la reunión en persona, deberá mantener un distanciamiento social apropiado, es decir, mantener una distancia de 6 pies entre

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

### **Roll Call**

**Present:** Directors Ortiz, Baillie, Sullivan, Ekelund, Scattini, LeBarre, Smith and Simis

**Absent:** Director Gonzalez

### **Public Comments on Closed Session Items**

**None**

1. Closed Session under Government Code section 54950, relating to the following items:
  - a. Pursuant to Government Code section 54957(b)(1), the Board will provide a performance evaluation for the Monterey County Water Resources General Manager.
  - b. Pursuant to Government Code section 54957(b)(1), the Board will confer regarding appointment to the position of Monterey County Water Resources Finance Manager.



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

**Recess to Closed Session**

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

County Counsel stated there was nothing to report out of Closed Session.

**Pledge of Allegiance**

**Public Comment**

**Presentations**

2. Deep Aquifer Well Working Group (DAWWG) Public Forum presented by Gary Petersen, Senior Advisor SVBGSA

The Monterey County Board of Supervisors wants public input regarding the placement of new wells in the 180/400 Foot Aquifer Subbasin of the Salinas Valley Groundwater Basin. To address this the County Administrative Officer, Charles McKee, was directed to form a working group to advise him on how best to approach an ordinance on this subject. This forum is one of several opportunities to offer your advice and best thinking about this ordinance.

In preparation for this forum, we have provided items designed to support your consideration:

This survey will allow you to share some of your thoughts and ideas before the public forum. Please complete and submit as soon as possible.

Go to: <https://www.surveymonkey.com/r/CXFAQ9TV>

Attachments:

1. Frequently Asked Questions
2. Proposed Draft Ordinance

**Attachments:**     [Frequently Asked Questions](#)  
                              [DAWWG Draft Well Due Course Ordinance](#)

**Public Comment:** George Fontes, Chris Guillen

3. Report on the Hydrogeologic Characteristics of the Deep Aquifers and Historical and Current Groundwater Level Trends

**Attachments:**     [Board Report](#)  
                              [2003 Deep Aquifer Investigation Technical Memorandum](#)

Public Comment: Norm Groot

**Consent Calendar**

Upon Motion by Director Ekelund and Second by Director Baillie, the Board approved the Consent Calendar, with the exception of Agenda Item No. 8 which was pulled for discussion.

Ayes: Directors Ortiz, Baillie, Ekelund, Scattini, LeBarre, Smith and Simis

Noes: None

Abstain: Director Sullivan

Absent: Director Gonzalez

4. Approve the Action Minutes of October 19, 2020

**Attachments:**     [Draft Action Minutes October 19, 2020](#)

5. Receive the Monterey County Water Resources Agency (MCWRA) FY 2020-21 First Quarter Financial Status Report through September 30, 2020.

**Attachments:**     [Board Report](#)  
                              [FY21 1st Quarter Financial Status](#)  
                              [Board Order](#)

6. Approve Change Order No. 7 to the contract with Graniterock Company for Nacimiento Dam spillway repair work to increase the contract amount by \$30,000; and authorize the General Manager to execute the Change Order.

**Attachments:**     [Board Report](#)  
                              [Change Order #7 - Nacimiento](#)  
                              [Nacimiento Change Orders 1,2,3,4,5,6](#)  
                              [2017 Nacimiento Agreement](#)  
                              [Board Order](#)

7. Recommend that the Monterey County Water Resources Agency Board of Supervisors adopt a resolution authorizing the Auditor Controller to increase appropriations in the Fiscal Year 20-21 Monterey County Water Resources Agency's Fund 131 financed by a transfer of \$399,499.00 from the Cannabis Assignment Fund (BSA 001-3132).

**Attachments:**     [Board Report](#)  
                              [1. WRABOD Executed Board Order April 20, 2020](#)  
                              [2. WRABOS Executed Board Order May 19, 2020](#)  
                              [3. Tables 1 and 2](#)  
                              [Board Order](#)

8. Receive the Appraisal Report and authorize the General Manager to enter into lease negotiations with the Heritage Ranch Owners Association for 25 acres of waterfront property.

**Attachments:**     [Board Report](#)  
                              [HROA appraisal - The Dore Group V2](#)  
                              [Board Order](#)

Upon motion by Director Baillie and Second by Director Sullivan, the Board received the Appraisal Report and authorized the General Manager to enter into lease negotiations with the Heritage Ranch Owners Association for 25 acres of waterfront property.

**Ayes:** Directors Ortiz, Baillie, Sullivan, Ekelund, Scattini, LeBarre, Smith and Simis  
**Noes:** None  
**Absent:** Director Gonzalez

**Scheduled Items**

9. Consider receiving and accepting the “Monterey County Water Resources Agency Strategic Plan 2020-2025” and recommend the Monterey County Water Resources Agency Board of Supervisors receive and accept the Plan.

**Attachments:**     [Board Report](#)  
                              [Draft Strategic Plan](#)  
                              [Board Order](#)

Upon Motion by Director Baillie and Second by Director LeBarre, the Board received and accepted the “Monterey County Water Resources Agency Strategic Plan 2020-2025” and recommend the Monterey County Water Resources Agency Board of Supervisors receive and accept the Plan.

**Ayes:** Directors Ortiz, Baillie, Sullivan, Ekelund, Scattini, LeBarre, Smith and Simis  
**Noes:** None  
**Absent:** Director Gonzalez

10. Consider approving Amendment No. 1 for \$76,936 to the Professional Services Agreement with GEI Consultants, Inc. for engineering services to repair a portion of Nacimiento Dam spillway and for general engineering services; and consider authorizing the General Manager to execute the Amendment.

**Attachments:**     [Board Report](#)  
                              [GEI Amendment No. 1](#)  
                              [Exhibit C Scope of Work](#)  
                              [Exhibit D Payment Provisions](#)  
                              [GEI Executed Agreement](#)  
                              [Board Order](#)

Upon Motion by Director Ekelund and Second by Director Sullivan the Board approved Amendment No. 1 for \$76,936 to the Professional Services Agreement with GEI Consultants, Inc. for engineering services to repair a portion of Nacimiento Dam spillway and for general

engineering services; and consider authorizing the General Manager to execute the Amendment.

Ayes: Directors Ortiz, Baillie, Sullivan, Ekelund, Scattini, LeBarre, Smith and Simis

Noes: None

Absent: Director Gonzalez

Public Comment: Norm Groot

11. Consider making a recommendation to the Monterey County Water Resources Agency Board of Supervisors to revise a staff recommendation made to the Monterey County Environmental Health Bureau for conditions of approval of a replacement well in the Deep Aquifers.

Attachments: [Board Report](#)

[1. MOU-Environmental Health/MCWRA-1990](#)

[2. Well Application Packet](#)

Upon Motion by Director Baillie and Second by Director Scattini the Board recommended to the Monterey County Water Resources Agency Board of Supervisors to Motion to that it rescind those conditions that pertain to Water Extraction, Land Use and Monitoring Wells from the Environmental Health Bureau's conditions of approval of a replacement well in the Deep Aquifer going back to January 2018, and direct staff to review potential amendments to the Memorandum of Understanding with the Environmental Health Bureau going forward.

Ayes: Directors Ortiz, Baillie, Sullivan, Ekelund, Scattini, LeBarre, Smith and Simis

Noes: None

Absent: Director Gonzalez

Public Comment: Alex Lorca, Nancy Isakson, David Bunn, Tom Virsik, Norm Groot and George Fontes. A letter sent by Stephanie Hastings was read into the Minutes.

### Key Information and Calendar of Events

12. November, December 2020 and January 2021 Calendars

Attachments: [November, December 2020 and January 2021 Calendars](#)

### General Manager's Report

- 13.
- COVID-19 Update
  - Personnel Update
  - Reservoir Drought Operations
  - Pajaro River Levee Update
  - COWCAP Update
  - Other

### Committee Reports

**Information Items**

- 14.** Information Items:
1. Reservoir Release Update
  2. Well Permit Application Activities Update

**Attachments:**     [Reservoir Release Update](#)  
                              [Well Permit Application Activities Update](#)

**Board of Directors Comments**

**Adjournment**

The meeting adjourned at 4:45 p.m.



# Monterey County

## Item No.3

### Board Report

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

Legistar File Number: WRAG 21-006

January 19, 2021

**Introduced:** 1/11/2021

**Current Status:** Draft

**Version:** 1

**Matter Type:** WR General Agenda

Approve the 2021 Board of Directors and Committee Meetings Schedule.

## SCHEDULE OF REGULAR BOARD OF DIRECTORS AND COMMITTEE MEETING DATES\*

Regular Board of Directors Meetings – 3<sup>rd</sup> Monday @ 1:00 PM (Closed Session @ Noon)

Basin Management Plan Committee – 1<sup>st</sup> Wednesday @ 8:30 AM

Planning Committee – 1<sup>st</sup> Wednesday @ 10:00 AM

Personnel & Administration Committee – 1<sup>st</sup> Friday @ 8:30 AM

Finance Committee – 1<sup>st</sup> Friday @ 10:00 AM

Reservoir Operations Committee – Last Thursday @ 1:30 PM

(\*Holidays/Exceptions to these dates/times will be posted in compliance with the Brown Act)

<b>REGULAR BOARD OF DIRECTORS</b>	<b>BASIN MGMT ADVISORY COMMITTEE PLANNING COMMITTEE</b>
January 19, 2021 (Tuesday)	January 6, 2021
February 16, 2021 (Tuesday)	February 3, 2021
March 15, 2021	March 3, 2021
April 19, 2021	April 7, 2021
May 17, 2021	May 5, 2021
June 21, 2021	June 2, 2021
July 19, 2021	July 7, 2021
August 16, 2021	August 4, 2021
September 20, 2021	September 1, 2021
October 18, 2021	October 6, 2021
November 15, 2021	November 3, 2021
December 20, 2021	December 1, 2021
<b>PERSONNEL &amp; ADMINISTRATION COMMITTEE FINANCE COMMITTEE</b>	<b>RESERVOIR OPS. ADVISORY COMMITTEE</b>
January 8, 2021	January 28, 2021
February 5, 2021	February 25, 2021
March 5, 2021	March 25, 2021
April 2, 2021	April 29, 2021
May 7, 2021	May 27, 2021
June 4, 2021	June 24, 2021
July 2, 2021	July 29, 2021
August 6, 2021	August 26, 2021
September 3, 2021	September 30, 2021
October 1, 2021	October 2, 2021
November 5, 2021	November 25, 2021
December 3, 2021	December 30, 2021



# Monterey County

## Item No.4

### Board Report

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

Legistar File Number: WRAG 21-511

January 19, 2021

Introduced: 1/8/2021

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Ratify the General Manager's execution of Amendment 1 to the Professional Services Agreement with Smith & Enright Landscaping, Inc. to provide mowing & pruning services at the Pajaro River, in addition to litter removal services; and increase the total contract amount by \$82,175, to an amount not to exceed \$132,175

#### RECOMMENDATION:

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

Ratify the General Manager's execution of Amendment 1 to the professional services agreement with Smith & Enright Landscaping, Inc. to provide mowing & pruning services at the Pajaro River, in addition to litter removal services; and increase the total contract amount by \$82,175, to an amount not to exceed \$132,175

#### SUMMARY/DISCUSSION:

The purpose of this amendment is to increase the contract amount and expand the scope of work to allow access and increased visibility for litter removal and homeless encampment cleanup at the Pajaro River. Amendment 1 to the Smith & Enright agreement was executed by the Water Resources Agency's General Manager due to an urgent need, and request for assistance, in a highly coordinated effort to remove encampments and debris from within the Pajaro River Channel. Other agencies involved in this cleanup effort were the Monterey County's Office of Administration, Monterey County Sheriff's Dept., California Department of Fish and Wildlife, Social Services.

Eight days of cleanup activities were performed over an 11 days period. 40 to 45 encampments were removed. Approximately 90 tons of trash and debris were removed from the Pajaro River and taken to landfills. Total cost of the clean operations under the amended contract were \$85,800.

#### OTHER AGENCY INVOLVEMENT:

The Auditor-Controller and Purchasing have reviewed and approved this agreement. County Counsel has approved the agreement as to form.

#### FINANCING:

\$82,175 in additional funds from FY20/21, Agency Fund 112-Pajaro, have been identified for use with this contract and amendment.

Prepared by: Mark Foxworthy, Associate Water Resources Engineer, (831) 755- 8984



Approved by: Brent Buche, General Manager, (831) 755-8982

Attachments:

1. Executed Amendment 1 to Smith & Enright Contract
2. Executed Smith & Enright Contract
3. Smith & Enright Services Quote



# Monterey County

Item No.

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### FINANCING:

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Prepared by: Mark Foxworthy, Associate Water Resources Engineer, (831) 755- 8984

Approved by: Brent Buche, General Manager, (831) 755-8982

Attachments:

1. Executed Amendment 1 to Smith & Enright Contract
2. Executed Smith & Enright Contract
3. Smith & Enright Services Quote

**AMENDMENT NO. 1 TO  
AGREEMENT FOR SERVICES  
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND  
SMITH & ENRIGHT LANDSCAPING, INC.**

**THIS AMENDMENT NO. 1** to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, "Agency") and Smith & Enright Landscaping, 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 April 29, 2019 (hereinafter, "Agreement"); and

**WHEREAS**, the Parties wish to amend the Agreement to add Exhibits A1, B1 and C1, as well as a dollar amount increase of \$82,175.00, not to exceed \$132,175.00, to continue providing services identified in the Agreement.

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

1. Amend Section 1, "Employment of Contractor", to replace Exhibit 1 with **Exhibit A1**, "Scope of Work/Work Schedule",
2. Amend Section 3, "Payments to CONTRACTOR; maximum liability", to read as follows:

Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in **Exhibit B1**. Exhibit B1 shall replace Exhibit B. The maximum amount payable to the contractor under this contract is One Hundred Thirty-two Thousand One Hundred Seventy-Five dollars (\$132,175.00)

Original Agreement	\$50,000
<u>Amendment No. 1</u>	<u>\$82,175</u>
Not to exceed total:	\$132,175

3. Amend Section 31, "Exhibits." To replace Exhibit C with **Exhibit C1 (Fee Schedule)**
4. All other terms and conditions of the Agreement remain unchanged and in full force.
5. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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

Amendment No. 1 Smith & Enright Landscaping Inc.

**MONTEREY COUNTY WATER  
RESOURCES AGENCY**

By:   
General Manager

Date: E-signed 12/1/2020

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

By:   
Deputy County Counsel

Date: November 30, 2020

**Approved as to Fiscal Provisions**

By:   
Auditor-Controller

Date: 12-1-2020

By:   
Administrative Analyst

Date: 12/1/2020

**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.

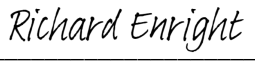
**CONTRACTOR**

\_\_\_\_\_  
\*Contractor Business Name

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

Title: James Smith, President  
(Print Name and Title)

Date: 11/30/2020

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

Title: Richard Enright, Vice-President  
(Print Name and Title)

Date: 11/30/2020

Amendment No. 1 Smith & Enright Landscaping Inc.

## **EXHIBIT A1**

### **WORK SCHEDULE/SCOPE OF WORK**

#### **SCOPE OF WORK:**

Smith & Enright Landscaping, Inc., (CONTRACTOR) shall provide all labor, equipment, materials, protective clothing and gear, and tools necessary to accomplish the performance of work, as set forth below:

- As specified by the Agency, CONTRACTOR shall clean-up and dispose trash, debris, and some hazardous wastes as specified in this Exhibit.
  - Contractor shall collect hypodermic needles into a sharps container and dispose of properly.
  - All collected human waste shall be transferred into a sanitary waste facility kept on site during cleanup operations.
- CONTRACTOR shall collect and properly dispose of all trash, waste, and debris in accordance with all applicable laws.
- CONTRACTOR shall collect hazardous materials to include, but not limited to, household chemicals, containers of liquid fuel, oil, propane tanks, for transfer and disposal by others in accordance with all applicable laws.
- CONTRACTOR will transfer personal items collected during encampment cleanup operations, stored in containers supplied by others, to a storage facility as designated by Agency staff. After 90 days in storage, personal items not collected and declared "abandoned", will be transported by the CONTRACTOR to an Agency designated disposal facility.
- CONTRACTOR shall follow all applicable safety precautions and requirements of the State of California, California State Contractors License Board, and CAL/OSHA regulations. CONTRACTOR shall pay prevailing wage in accordance with all applicable laws.
- As identified by Agency staff, CONTRACTOR shall provide mowing services on the Pajaro River Levee Bench (left bank).
- As identified by Agency staff, CONTRACTOR shall provide pruning and landscaping services at the Pajaro River Levee.

**EXHIBIT B1**  
**PAYMENT PROVISIONS**

CONTRACTOR shall be compensated under this AGREEMENT for "Time and Materials" (T&M), plus dump fees for the performance of the work identified by Agency staff on an as-needed basis as set forth in the Scope of Work. Payment includes all equipment, labor, materials, taxes, tools, travel and incidentals to perform the Scope of Work. CONTRACTOR shall invoice AGENCY upon satisfactory completion of all items identified in the Scope of Work (Exhibit A1).

Future services work will be identified by the AGENCY and request a price quote from the CONTRACTOR. The price for each identified job will be agreed to by the AGENCY and CONTRACTOR prior to CONTRACTOR commencing work.

Labor rates for services provided will be at the prevailing wages for all labor performed.

This AGREEMENT is for a total amount not to exceed \$132,175.00.

**EXHIBIT C1  
FEE SCHEDULE**

Service	Description	Rate per Day
Clean up/ Encampment	Includes: 1 Supervisor, 5 personnel on ground, 2 operators, 2 tractors, 4 truck/trailers, porta potty rental, and bags	\$9,880
Mowing	Includes: 2 personnel on ground, 2 operators, and 2 tractor rentals	\$4,640
Pruning	Includes: Includes: 6 men, 1 operator, skid steer, chipper, trucks, equipment	\$7,740

---

Dump Fees not included, will be billed separately





## Attachment -3

# Smith & Enright Landscaping, Inc

540 Work St Suite C | Salinas, CA 93901  
(831) 758-6766 | info@smithenright.com | smithenright.com

### RECIPIENT:

#### Monterey County Water Resources Agency

1441 Schilling Place, North Building  
Salinas, California 93901

### SERVICE ADDRESS:

Pajaro River Levee  
Watsonville, California

### Estimate #826

Sent on 11/20/2020

**Total \$119,220.00**

PRODUCT / SERVICE	DESCRIPTION	TOTAL
Mowing Services	Day Price: \$4,640 Includes: 2 men on ground, 2 operators & 2 tractor rentals Train Trestle to Overpass - 1 day - 4,640 Overpass to Pumphouse - 1 1/2 days - \$6,960 Pumphouse to End - 3 days - \$13,920	\$25,520.00
Litter Removal Services	Day Price: \$9,880 Includes: 1 supervisor, 5 men on ground, 2 operators, 2 tractors, 4 truck/trailers, porta potty rental & bags. Train Trestle to Overpass - 1 day \$9,880 Overpass to Pumphouse - 3 days \$29,640 Pumphouse to end - As needed, litter is scattered  Dump Fees not included, will be billed separately	\$39,520.00
Pruning Services	Day Price: \$7,740 Includes: 6 men, 1 operator, skid steer, chipper, trucks, equipment  Approximately 7 days	\$54,180.00

**Total \$119,220.00**

If proposal is accepted, work is to be completed on a time and material basis. We have provided an estimated amount of time needed for budget purposes only . Day rates include prevailing wage and labor compliance.

This quote is valid for the next 30 days, after which values may be subject to change.

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

**MONTEREY COUNTY WATER RESOURCES AGENCY**  
**AND** SMITH & ENRIGHT LANDSCAPING, INC.  
**AGREEMENT FOR SERVICES**

This is an agreement ("Agreement") between the Monterey County Water Resources Agency, hereinafter called "Agency," and Smith & Enright Landscaping, Inc.,  
a California Corporation hereinafter called  
"CONTRACTOR".

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

1. Employment of CONTRACTOR. Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the **Scope of Work/Work Schedule set forth in Exhibit A:**
  - (a) The scope of work is briefly described and outlined as follows:

Smith & Enright Landscaping, Inc., shall provide services for tree trimming and tree removal on river bench areas along the Pajaro River Levee.
  - (b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
  - (c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
  - (d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.
2. Term of Agreement. The term of this Agreement shall begin on August 21, 2018  
by CONTRACTOR and Agency, and will terminate on June 30, 2019,  
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 Thousand Two Hundred and Forty Dollars,

(\$ 20,240.00 ).

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  
Richard Enright

Agency's designated administrator of this Agreement shall be  
Manuel Saavedra

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

TO AGENCY	TO CONTRACTOR
Name: Manuel Saavedra	Name: Richard Enright
Address: 1441 Schilling Place, North Building Salinas, CA 93901	Address: 540 Work St., Suite C Salinas, CA 93901
Telephone: 831-755-4860	Telephone: 831-758-6766
Fax:	Fax:
E-Mail: saavedram@co.monterey.ca.us	E-Mail: rick@smithenright.com

28. Electronic Deliverables. Where feasible, all reports, documents and other printed information provided to the Agency pursuant to this Agreement shall be submitted in both written and Electronic formats in accordance with the specifications listed in Exhibit C.
29. Non-exclusive Agreement. This Agreement is non-exclusive and both parties reserve the right to contract with other entities for the same or similar services.
30. Execution of Agreement. Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
31. Exhibits. The following Exhibits are attached hereto and incorporated by reference:  
Exhibit A - Scope of Work/ Work Schedule  
Exhibit B - Payment Provisions  
Exhibit C - Electronic Deliverables  
Exhibit D - Pajaro River Levee Map
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 SMITH & ENRIGHT LANDSCAPING, INC.**  
**AGREEMENT FOR SERVICES**

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

**MONTEREY COUNTY WATER  
RESOURCES AGENCY:**

**CONTRACTOR:**

BY:

David E. Chardavoyne

David E. Chardavoyne  
General Manager

BY:

Richard A. Enright

Type Name: RICHARD A. ENRIGHT

Title: VICE - PRESIDENT

Date:

26 September 2018

Date:

9.4.18

BY:

James Smith

Type Name: JAMES SMITH

Title: PRESIDENT

Date:

9.4.18

\* 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.

**(Pajaro River Levee Tree Trimming and Removal)**


**Agreement/Amendment No #** ( 18-005 )

\*\*\*\*\*

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

Approved as to fiscal provisions:


  
\_\_\_\_\_  
Deputy County Counsel

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

Dated: 9/19/18

Dated: 9/20/18

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

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

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

Dated: 9-20-18

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

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

## EXHIBIT A

### SCOPE OF WORK/WORK SCHEDULE

#### SCOPE OF WORK:

Smith & Enright Landscaping, Inc., (CONTRACTOR) and Cypress Coast Company (SUBCONTRACTOR) shall provide all equipment, tools, material and labor necessary to accomplish the performance of work, as set forth below:

- Remove all dead, dying and interfering/obstructing trees along the river bench areas as shown on Exhibit D.
- Remove all wood, debris and chips from site.
- Trim low lying tree branches as specified by the Agency.

CONTRACTOR and SUBCONTRACTOR shall follow all applicable safety precautions and requirements of the State of California, California State Contractors License Board, and CAL/OSHA regulations.

#### WORK SCHEDULE:

CONTRACTOR and SUBCONTRACTOR shall complete all work before November 30, 2018.

## **EXHIBIT B**

### **PAYMENT PROVISIONS**

CONTRACTOR shall be compensated under this AGREEMENT a lump sum amount **not to exceed \$20,240.00** for the performance of work as set forth in the Scope of Work. Payment includes all equipment, labor, taxes, tools, travel and incidentals to perform the Scope of Work.

CONTRACTOR shall invoice AGENCY upon satisfactory completion of all items identified in the Scope of Work.

## **EXHIBIT C**

### **DELIVERABLES**

#### **Required Document Formats**

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

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

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

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

Final Draft for Board of Director/ Supervisor consideration

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

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

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

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



# Pajaro River Levee Map

## Legend:

- Tree Trimming and  
Removal Work Area



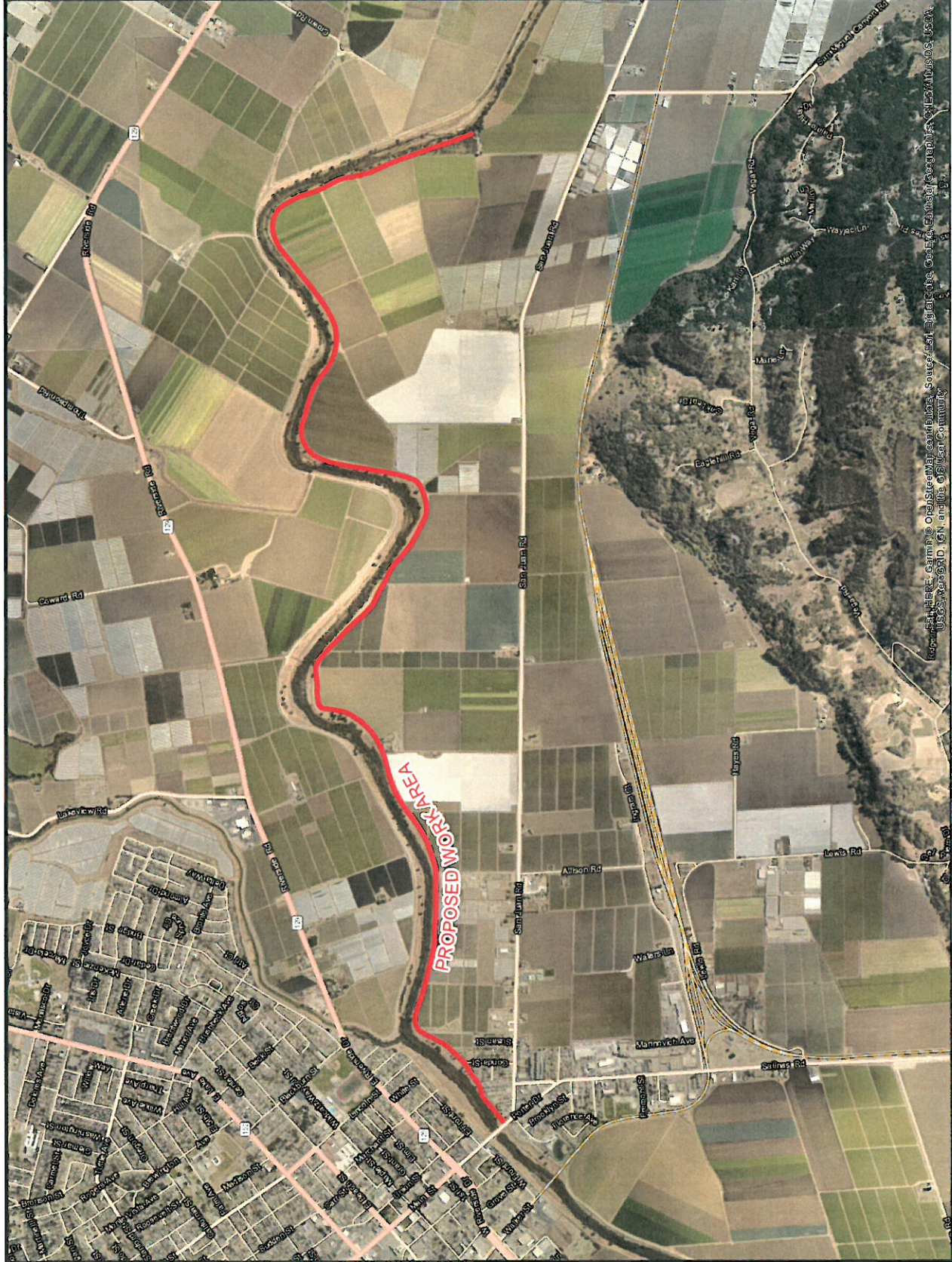
Miles  
0 0.5



Note: The scale and configuration of all information shown herein are approximate and intended as a guide for survey or design work.

Map Date: 6/1/18

## EXHIBIT D







***Before the Board of Directors of the Monterey County Water Resources Agency***

***County of Monterey, State of California***

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

RATIFY THE GENERAL MANAGER'S EXECUTION OF )  
AMENDMENT 1 TO THE PROFESSIONAL SERVICES )  
AGREEMENT WITH SMITH & ENRIGHT LANDSCAPING, )  
INC. TO PROVIDE MOWING & PRUNING SERVICES AT )  
THE PAJARO RIVER LEVEE IN ADDITION TO LITTER )  
REMOVAL SERVICES; AND INCREASES THE TOTAL )  
CONTRACT AMOUNT BY \$82,175 TO AN AMOUNT NOT )  
TO EXCEED \$132,175 )

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

1. Ratifies the General Manager's execution of Amendment 1 to the professional services agreement with Smith & Enright Landscaping, Inc. To provide mowing & pruning services at the Pajaro River, in addition to litter removal services; and
2. Increases the total contract amount by \$82,175, to an amount not to exceed \$132,175

PASSED AND ADOPTED on this **19<sup>th</sup>** day of **January 2020**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
BY: Chair  
Board of Directors

\_\_\_\_\_  
ATTEST: Brent Buche  
General Manager



# Monterey County

## Item No.5

### Board Report

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

Legistar File Number: WRAG 21-512

January 19, 2021

Introduced: 1/11/2021

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Consider recommending that the Monterey County Water Resources Agency Board of Supervisors:

a. Approve the Joint Exercise of Powers Agreement by and among the City of Watsonville ("Watsonville"), the County of Monterey ("Monterey"), the County of Santa Cruz ("Santa Cruz"), the Monterey County Water Resources Agency ("MCWRA"), and Zone 7 of Santa Cruz County Flood Control and Water Conservation District ("Zone 7"), herein referred to as the "Member Agencies", to form the Pajaro Regional Flood Management Agency (PRFMA) and authorize the Chair to sign the Joint Exercise of Powers Agreement; and

b. Approve the Indemnity Agreement regarding the Pajaro River Flood Risk Reduction Project ("Project") by and among the Member Agencies and authorize the Chair to sign the Indemnity Agreement.

#### RECOMMENDATION:

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

a. Approve the Joint Exercise of Powers Agreement by and among the City of Watsonville ("Watsonville"), the County of Monterey ("Monterey"), the County of Santa Cruz ("Santa Cruz"), the Monterey County Water Resources Agency ("MCWRA"), and Zone 7 of Santa Cruz County Flood Control and Water Conservation District ("Zone 7"), herein referred to as the "Member Agencies", to form the Pajaro Regional Flood Management Agency (PRFMA) and authorize the Chair to sign the Joint Exercise of Powers Agreement; and

b. Approve the Indemnity Agreement regarding the Pajaro River Flood Risk Reduction Project ("Project") by and among the Member Agencies and authorize the Chair to sign the Indemnity Agreement.

#### SUMMARY/DISCUSSION:

Formation of a Regional Flood Risk Management Joint Powers Authority ("JPA") has been identified as the most efficient and effective governance approach for reducing flood risk on the Lower Pajaro River. A single-purpose agency will be best positioned to support flood risk reduction project implementation and ensure consistent long-term operation, maintenance, repair, replacement, and rehabilitation ("OMRR&R") of the system.

#### Background

The Pajaro River Federal Flood Control Project was built in 1949 by the United States Army Corps of Engineers (“Corps” or “USACE”) and is maintained jointly by the Santa Cruz County Flood Control and Water Conservation District - Zone 7 (“District” or “Zone 7”) and the Monterey County Water Resources Agency (“MCWRA”). Since the 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. Congress authorized reconstruction of the Pajaro River levee system in 1966, and re-authorization was granted by the Water Resources Development Act 1990. The USACE Headquarters signed a Director’s Report on December 12, 2019, confirming the federal authorization to rebuild and enhance the existing flood risk reduction facilities on the Pajaro River and Salsipuedes Creek. MCWRA expects to execute a Design Funding Agreement with the USACE and a Subventions Funding Agreement with the State of California Department of Water Resources in January 2021.

MCWRA, Monterey, Santa Cruz, Zone 7, and Watsonville (collectively “Member Agencies”) initiated work in 2010 to analyze the most effective and efficient way to govern, finance and implement the authorized federal project and to address long-term OMRR&R. Delays to secure approval of the Director’s Report by USACE resulted in a delay for implementation of a new governance structure. Staff has coordinated closely with the Member Agencies and the Finance and Governance Committee to secure input and inform key stakeholders within the community. A final recommendation was made to establish the Pajaro Regional Flood Management Agency in 2019 and successful negotiation of a draft Joint Exercise of Powers Agreement was completed in November 2020.

#### Governance Analysis

A key to the primary objective of implementing flood risk reduction projects, including the federal project, is the establishment of one or more governance entities that will fund, finance and lead implementation. A secondary objective for consideration and function of any governance entity is the long-term OMRR&R of flood risk reduction features. A third objective is continued floodplain management of the basin, in collaboration with land use agencies. Ultimately a governance entity needs to be flexible enough to plan for and manage the flood risk reduction project in order to address and adapt to changing conditions and evolving regulatory requirements over time. The following governance options were developed and analyzed:

- Cooperation by Memorandum of Understanding (“MOU”)/Contract
- New Joint Powers Authority
- New Flood Control and Water Conservation District Zones

In September 2012, MIG completed a Memorandum titled “Potential Governance Structures for the Lower Pajaro Levee Reconstruction Project” that presented a preliminary assessment of potential governance structures for the future management of the Lower Pajaro Levee Reconstruction Project. The Study presented initial results from stakeholders on the five criteria listed below:

- Fair, equitable and responsive to all stakeholders
- Organizational capability and technical effectiveness
- Politically feasible

- Clear lines of authority
- Efficient use of resources

The study concluded that a new Joint Powers Authority should be formed. The MIG report and conclusions are an important backdrop and context for follow-on efforts.

In April 2019, Larsen Wurzel & Associates, Inc. (“LWA”) completed a memorandum titled “Pajaro River Flood Management Agency, Governance Options Analysis and Recommendation” that presented a final assessment of potential governance structures for the future management of the Lower Pajaro Levee Reconstruction Project. In order to evaluate the potential governance options, specific criteria for evaluation were developed. The major topic areas were focused around the goal of implementing, funding, and financing flood risk reduction projects. However, the effectiveness of the governance option to carry out aspects of long-term OMRR&R and floodplain management activities was also considered.

Based on the evaluation completed by LWA and previous work completed by MIG, a JPA was determined to be best suited to accomplish the primary objective of project implementation in the lower Pajaro River watershed. It could also be structured and empowered to carry out OMRR&R and basin-wide flood management.

Some of the key findings that led the Member Agencies to recommend formation of the PRFMA are summarized below:

1. The JPA aligns and focuses purpose, and telegraphs the importance and priority of the long-term capital and O&M investment to the Federal and State governments and to the community;
2. Both the State and Federal Government prefer to sign agreements with a single project sponsor;
3. The Revolutionize USACE Initiative has identified strong interest in P3 (public private partnership), and has identified JPAs as an ingredient to the P3 model;
4. A JPA whose geographic boundary encompasses the Pajaro River watershed within the Counties of Santa Cruz and Monterey reduce the number of benefit assessment district votes required to raise capital and/or O&M funds; and
5. Flood risk reduction JPAs are common to California and are the tried and true model for financing, designing and implementing flood risk reduction projects.

#### Joint Exercise of Powers Agreement

Included for your consideration is a Joint Exercise of Powers Agreement negotiated by the Member Agency staff, management, and legal counsel. The initial agreement was developed by leveraging existing flood management agency Joint Exercise of Powers agreements and then adapting it to the needs of the Member Agencies. The Joint Exercise of Powers Agreement will form the Pajaro Regional Flood Management Agency whose purpose is to reduce flood risk to lives and property. The Agreement allows the member agencies to exercise common powers independently or in cooperation with the United States, the State of California or any other entity. While authorization to execute the JPA Agreement would be provided through this Board action, formal execution may occur after all Member Agencies have authorized execution of the JPA Agreement.

### Indemnity Agreement

Also included for your consideration is an Indemnity Agreement negotiated by the Member Agency staff, management, and legal counsel. Some of the Member Agencies have existing contractual or existing obligations regarding facilities of the current flood risk reduction system which could result in liability on the part of that agency in the event of flooding. Watsonville has minimal existing obligations of the current flood risk reduction system and therefore should not have any additional liability in the event of flooding related to those facilities. The Member Agencies are recommending entering into the Indemnity Agreement so that, from the creation of the JPA until the completion of new facilities, Watsonville is not exposed to additional liability by the creation of or its participation in the JPA or any other Member Agencies' maintenance or operation of any existing facilities of the current system.

### Next Steps

Most flood risk management JPAs are established prior to their member agencies fully funding the independent general administration and oversight functions. During the initial start-up phase, the JPA functions that are critical to legal establishment of the JPA can be administered by member agency staff. Benefits of establishing the JPA include the ability to cleanly execute federal cost share agreements and advance the Proposition 218 benefit assessment ballot proceeding process. In fact, formation of the JPA will create a newsworthy event on which to launch public outreach efforts, sending a message to the community that flood risk reduction is important enough to warrant a dedicated agency. Upon formation, the JPA will need to address administrative and policy issues prior to initiating the benefit assessment formation process. The following lays out a high-level summary of the current JPA startup plan.

#### Step 1: Establish JPA (Current Step)

Member Agencies secure necessary approvals to execute the Joint Exercise of Powers and Indemnity Agreements. Send notice to Secretary of State, file with State's Roster of Public Agency, file with County Clerk Registry, and notify LAFCO.

#### Step 2: Interim JPA Staffing by Member Agencies

Member Agency staff provide support, as needed and on an interim basis, to complete the administrative processes required to establish the JPA and advance the Proposition 218 benefit assessment formation process. The interim staff support could be provided through a services agreement between the JPA and one or more of its Member Agencies. This agreement could include providing staff support for all services needed to start-up the JPA.

#### Step 3: Implement Long-term Staffing Plan for JPA

Upon a successful Proposition 218 benefit assessment formation, the JPA Board of Directors decides how to staff the JPA on a permanent basis. Member agency staff would support the JPA through this process and recommend a staffing plan reflective of the available assessment district budget.

#### Step 4: Transition OMRR&R to JPA (Can be completed in parallel with Step 3)

OMRR&R responsibilities will be transitioned from Zone 7 and MCWRA to the JPA.

### OTHER AGENCY INVOLVEMENT:

The staff, management, and legal counsel of the Member Agencies worked collaboratively on the draft

Joint Exercise of Powers Agreement and Indemnity Agreement.

FINANCING:

No financial impact is immediately expected due to the initial formation of the JPA. Member agencies will continue to direct staff to support formation and start-up of the agency on an interim basis until the JPA Board decides when and how to permanently staff and fund the agency.

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

Approved by: Brent Buche, General Manager, (831) 755-4860

Attachments:

1. Draft Pajaro Regional Flood Management Agency Joint Exercise of Powers Agreement
2. Draft Indemnity Agreement



# Monterey County

Item No.

## Board Report

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

Legistar File Number: WRAG 21-512

January 19, 2021

Introduced: 1/11/2021

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

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### Indemnity Agreement

Also included for your consideration is an Indemnity Agreement negotiated by the Member Agency staff, management, and legal counsel. Some of the Member Agencies have existing contractual or existing obligations regarding facilities of the current flood risk reduction system which could result in liability on the part of that agency in the event of flooding. Watsonville has minimal existing obligations of the current flood risk reduction system and therefore should not have any additional liability in the event of flooding related to those facilities. The Member Agencies are recommending entering into the Indemnity Agreement so that, from the creation of the JPA until the completion of new facilities, Watsonville is not exposed to additional liability by the creation of or its participation in the JPA or any other Member Agencies' maintenance or operation of any existing facilities of the current system.

### Next Steps

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#### Step 4: Transition OMRR&R to JPA (Can be completed in parallel with Step 3)

OMRR&R responsibilities will be transitioned from Zone 7 and MCWRA to the JPA.

### OTHER AGENCY INVOLVEMENT:

The staff, management, and legal counsel of the Member Agencies worked collaboratively on the draft

Joint Exercise of Powers Agreement and Indemnity Agreement.

FINANCING:

No financial impact is immediately expected due to the initial formation of the JPA. Member agencies will continue to direct staff to support formation and start-up of the agency on an interim basis until the JPA Board decides when and how to permanently staff and fund the agency.

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

Approved by: Brent Buche, General Manager, (831) 755-4860

Attachments:

1. Draft Pajaro Regional Flood Management Agency Joint Exercise of Powers Agreement
2. Draft Indemnity Agreement

**Indemnity Agreement  
Regarding a Pajaro River Flood Risk Management Project  
By and Among the City of Watsonville, the County of Monterey,  
the County of Santa Cruz, the Monterey County Water Resources Agency,  
and Zone 7 of Santa Cruz County Flood Control and Water Conservation District**

This Indemnity Agreement (“Agreement”) is made and entered into by and among the City of Watsonville (“Watsonville”), the County of Monterey (“Monterey”), the County of Santa Cruz (“Santa Cruz”), the Monterey County Water Resources Agency (“MCWRA”), and Zone 7 of Santa Cruz County Flood Control and Water Conservation District (“Zone 7”). A signatory to this Agreement is referred to herein as a Party, and collectively they are referred to as the Parties.

**RECITALS**

**WHEREAS**, there is a need to develop a regional water control plan (“Plan”) for coordinated and regional efforts to plan, design, finance, construct, operate, and maintain facilities and works necessary to enhance flood protection in areas of Santa Cruz and Monterey Counties within the Pajaro River watershed which are designated for residential, commercial, agricultural, or industrial uses.

**WHEREAS**, the Parties wish to form a joint powers agency to plan, design, finance, construct, operate, and maintain such a regional water control plan (hereinafter “Joint Powers Agency”).

**WHEREAS**, some of the Parties have existing contractual or other obligations regarding certain facilities of the current system of flood risk reduction (“Current System”) which could result in liability on the part of that Party in the event of flooding related to those certain facilities (“Existing Obligations”).

**WHEREAS**, Watsonville does not have these Existing Obligations as to facilities of the Current System and therefore should not have any liability in the event of flooding related to those facilities.

**WHEREAS**, after creation of the Joint Powers Agency, it is expected that the Joint Powers Agency will assume operation and maintenance of the Current System until new facilities can be planned, designed, and constructed.

**WHEREAS**, because the Joint Power Agency will operate and maintain certain facilities of the Current System, it is possible the Joint Powers Agency could be held responsible for damages for such operation and control.

**WHEREAS**, if the Joint Powers Agency is found liable for damages associated with the operation and maintenance of the Current System, it is also possible that a court could find liability on the part of its member agencies, including those who would not have otherwise been liable, even though the Parties understand the law to be otherwise.

**WHEREAS**, until such time as the Plan is implemented, the Parties do not intend to burden Watsonville with liability it would not otherwise have had absent its agreement to participate in the creation of the Joint Powers Agency for maintaining and operating the Current System's facilities and pursuing the Plan.

**WHEREAS**, the Parties desire to enter into this Agreement so that, from the creation of the Joint Powers Agency until the completion of each facility in the Plan, Watsonville is not exposed to liability by the creation of or its participation in the Joint Powers Agency or that agency's maintenance or operation of any existing facilities of the Current System.

## **AGREEMENT**

In consideration of the mutual promises and covenants herein contained, the Parties hereto agree as follows:

1. **Incorporation of Recitals.** The above recitals are incorporated in this Agreement by reference.
2. **Condition Precedent.** This Agreement shall have no force and effect unless and until the Parties execute a Joint Exercise of Powers Agreement to create the Joint Powers Agency. This condition is for the benefit of all Parties.
3. **Term.** This Agreement shall be effective upon the effective date of a Joint Exercise of Powers Agreement as referenced in Section 2. This Agreement shall remain in effect so long as a Covered Claim, as defined below, exists.
4. **Indemnity, Defense, and Hold Harmless.**
  - (a) In addition to the definitions described in the Recitals, the following definitions apply to this agreement:
    - (1) "Covered Claim" means an occurrence as to which an injured third-party files a written claim or lawsuit against the Joint Powers Agency and/or Watsonville claiming damage from flooding caused by the design, construction, operation, or maintenance of a facility existing on the date of this Agreement that is part of the Current System for which the Joint Power Agency assumed operation or maintenance or some related role. A Covered Claim does not include claims related to any facility which the Joint Powers Agency constructs or improves.
    - (3) "Indemnifying Party" means a Party that has Existing Obligations as to a facility that gave rise to a Covered Claim.
    - (4) "Losses" means all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses Watsonville incurs of whatever kind, including reasonable attorney fees, expert and consulting fees, other fees, and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers.

(5) “Operation and Maintenance Milestone or O&M Milestone” includes the following:

- (i) As to a facility that is part of a Project Partnership Agreement with the USACE, when the USACE adopts a new, or changes to an existing, USACE O&M Manual reflecting work on the facility;
- (ii) As to a facility that is not part of a Project Partnership Agreement but for which the State of California has required an Operation, Maintenance, Repair, Replacement, and Rehabilitation (“OMRR&R”) Agreement, when the work has been completed on a facility such that the obligations to operate and maintain the facility are in effect under an OMRR&R Agreement; or
- (iii) As to any facility with no federal or state government funding, when the Parties agree by a separate agreement that an O&M Milestone has occurred as to that facility.

(b) Should a court of competent jurisdiction assign liability to Watsonville for a Covered Claim, then Watsonville shall be entitled to indemnification under this Agreement from all Indemnifying Parties.

(c) Consistent with Section 4(b), and subject to the terms and conditions of this Agreement, an Indemnifying Party shall indemnify, defend, and hold harmless Watsonville and its officers, employees, agents, successors, and permitted assigns against any and all Losses arising out of or relating to any Covered Claim of a third party to the extent such Losses are caused by or related to a facility or component of the Current System for which the Indemnifying Party has Existing Obligations.

(d) Notwithstanding anything to the contrary in this Agreement, an Indemnifying Party is not obligated to indemnify or defend Watsonville against:

- (1) Those portions of a Covered Claim (whether direct or indirect) or corresponding Losses arising out of or resulting from specific actions by Watsonville leading to a finding of liability by a court of competent jurisdiction; or
- (2) Any Covered Claim which arises from a Loss which occurred after an O&M Milestone with respect to the facility alleged to have caused that Loss.

5. **Notices.** Notice to be provided to any Party to this Agreement arising out of matters pertaining to this Agreement shall be addressed as follows:

For Santa Cruz County:

Carlos Palacios, County Administrative Officer  
701 Ocean Street, Rm. 520  
Santa Cruz, CA 95060  
[carlos.palacios@santacruzcounty.us](mailto:carlos.palacios@santacruzcounty.us)

(831) 454-2100

For Monterey County:

Charles J. McKee, County Administrative Officer  
168 West Alisal Street, Third Floor  
Salinas, CA 93901  
[McKeeCJ@co.monterey.ca.us](mailto:McKeeCJ@co.monterey.ca.us)  
(831) 755-5115

For Monterey County Water Resources Agency:

Brent Buche, General Manager  
1441 Schilling Place, North Building  
Salinas, CA 93901  
[bucheb@co.monterey.ca.us](mailto:bucheb@co.monterey.ca.us)  
(831) 755-8982

For City of Watsonville:

City Clerk's Office  
275 Main St., Suite 400 (4th Floor)  
Watsonville, CA 95076  
[cityclerk@cityofwatsonville.org](mailto:cityclerk@cityofwatsonville.org)  
831-768-3040

For Santa Cruz County Flood Control and Water Conservation District Zone 7:

Matt Machado, District Engineer  
701 Ocean Street, Rm. 410  
Santa Cruz, CA 95060  
[matt.machado@santacruzcounty.us](mailto:matt.machado@santacruzcounty.us)  
(831) 454-2368

Any party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other Parties, which shall be effective upon receipt.

6. **Modifications.** This Agreement contains the entire understanding of the Parties and no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by all Parties. Waiver by any Party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

7. **Governing Laws and Jurisdiction.** This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed

by the internal laws of the State of California.

8. **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 absent such consent shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the Parties hereto. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Joint Powers Agency then in effect.

9. **Interpretation.** This Agreement shall be deemed to have been prepared equally by all of the Parties and shall not be construed or interpreted more favorably for one Party on the basis that another Party prepared it.

10. **Entire Agreement.** This Agreement constitutes the entire contract among the Parties regarding indemnity for operation and maintenance of flood risk reduction facilities providing protection for the parties and their residents on the date of this Agreement.

11. **Severability.** Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any applicable law, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby and, to that end, the Parties hereby declare the provisions of this Agreement to be severable.

12. **Duplicate Counterparts; Electronic Signatures.** This Agreement may be executed in duplicate counterparts each of which shall constitute the original agreement. Signatures may be given by emailed pdf or other electronic means with the same force as original, wet signatures.

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



COUNTY OF SANTA CRUZ

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

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

ATTEST:

\_\_\_\_\_  
CLERK OF THE BOARD

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNTY COUNSEL

SANTA CRUZ COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

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

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

ATTEST:

\_\_\_\_\_  
CLERK OF THE BOARD

APPROVED AS TO FORM:

\_\_\_\_\_  
DISTRICT COUNSEL

COUNTY OF MONTEREY

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

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

ATTEST:

\_\_\_\_\_  
CLERK OF THE BOARD

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNTY COUNSEL

MONTEREY COUNTY WATER RESOURCES  
AGENCY

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

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

ATTEST:

\_\_\_\_\_  
CLERK OF THE BOARD

APPROVED AS TO FORM:

\_\_\_\_\_  
AGENCY COUNSEL

CITY OF WATSONVILLE

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

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

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

**DRAFT**

**JOINT EXERCISE OF POWERS AGREEMENT**

**BY AND AMONG THE**

**COUNTY OF SANTA CRUZ,**

**CITY OF WATSONVILLE,**

**COUNTY OF MONTEREY,**

**SANTA CRUZ COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

**AND**

**MONTEREY COUNTY WATER RESOURCES AGENCY**

**CREATING THE**

**PAJARO REGIONAL FLOOD MANAGEMENT AGENCY**

**(PRFMA)**

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## **PAJARO REGIONAL FLOOD MANAGEMENT AGENCY**

### **JOINT EXERCISE OF POWERS AGREEMENT**

This Joint Exercise of Powers Agreement (“Agreement”) is made by and among:

- a. County of Santa Cruz, a political subdivision of the State of California organized and existing under the laws of the State of California;
- b. County of Santa Cruz Flood Control and Water Conservation District, 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);
- c. County of Monterey, a political subdivision of the State of California organized and existing under the laws of the State of California;
- d. City of Watsonville, a municipal corporation (herein called “Watsonville”); and
- e. Monterey County Water Resources Agency, a special act agency of the State of California with duties and responsibilities set forth in Chapter 52 of the California Water Code Appendix.

These parties are referenced herein as Member Agencies or, individually, as a Member Agency.

WHEREAS, agencies formed under the Joint Exercise of Powers Act, Government Code sections 6500 et seq. (the “JPA Law”) may finance, construct, and operate public capital improvements and provide services to serve territory within the jurisdictions of the agencies which form the joint powers entity.

WHEREAS, the Member Agencies are authorized to acquire, construct, improve, operate, and maintain infrastructure to control, manage, and conserve waters for the protection of life and property.

WHEREAS, a need exists for coordinated planning to control waters within, or flowing into, the boundaries of the Member Agencies for the protection of private and public property.

WHEREAS, a need exists to develop a regional water control plan for coordinated and regional efforts to finance, provide, and maintain infrastructure to promote flood protection in the areas described herein.

WHEREAS, a joint powers agency is appropriate to provide local assurances to, and participate in cost sharing for, flood control work with the State of California and the United States Army Corps of Engineers.

WHEREAS, such a regional water control plan can best be achieved through the cooperative action of the Parties by creating a joint powers agency.

WHEREAS, the Member agencies wish to form a joint powers agency to manage the risk of flooding of lands in Santa Cruz and Monterey Counties, and for other purposes authorized under the JPA Law and this Agreement.

## **AGREEMENT**

Now, therefore, in consideration of the above premises and of the mutual promises contained herein, the Parties do hereby agree as follows:

### **Article I. DEFINITIONS**

#### **Section 1.01 Definitions**

- “Agreement” means this Joint Exercise of Powers Agreement, as amended from time to time.
- “Agency” means the Pajaro Regional Flood Management Agency established by this Agreement or the territory it serves, as the context may require. The territory the Agency serves is the portion of the Pajaro River watershed within the jurisdiction of the Member Agencies.
- “Board” or “Board of Directors” means the governing Board of the Agency.
- “Budget” means an approved budget appropriating funding for the expenses of the Agency.
- “Director” or “Directors” means one or more members of the Board.
- “Fiscal Year” means the period from July 1 in any calendar year to and including June 30 in the succeeding calendar year unless the Board should adopt another fiscal year by resolution.
- “Infrastructure” means 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 Agency, or outside and running into the Agency, to persons or property or to conserve any waters for beneficial use within the Agency. “Infrastructure” shall also include easements and rights-of-way for any purpose of the Agency.
- “JPA Law” means the Joint Exercise of Powers Act, Government Code section 6500 et seq. as it now exists or may hereafter be amended.
- “Member Agencies” means the parties to this Agreement identified above or which become party, accepting the rights and obligations of a Member Agency pursuant to an amendment to this Agreement.
- “Project Commitments” means written agreements between or among the Agency, the State of California, the federal government or other public agencies to: (i) operate and maintain Infrastructure, (ii) indemnify one another, one or more Member Agencies, 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, or other public or private entities for design or construction of Infrastructure designed or constructed by the Agency.

#### **Section 1.02 Statutory References**

Any reference in this agreement to a statute shall mean that statute as it now exists or may hereafter be amended.

## **Article II. GENERAL PROVISIONS**

### **Section 2.01 Purpose**

The purpose of the Agency is to exercise the common powers of the Member Agencies addressed by this Agreement to reduce flood risk to lives and property. Each Member Agency has common authority to study, plan for, develop, finance, acquire, design, construct, maintain, repair, replace, rehabilitate, manage, operate and control Infrastructure to protect lives and property independently or in cooperation with the United States, the State of California, or other entities. The Agency may exercise any of those powers independently or in cooperation with the United States, the State of California, or any other entity. The Agency may serve as the non-federal sponsor and make Project Commitments with respect to Infrastructure.

### **Section 2.02 Creation of Public Agency as Separate Legal Entity**

There is hereby created a public authority known as the “Pajaro Regional Flood Management Agency.” It is the intent of the Parties that the Agency shall be a legal entity separate from the Parties pursuant to Government Code section 6507. Its liabilities shall be its own as provided in Article XI of this Agreement.

### **Section 2.03 Effective Date**

This amended Agreement shall be effective on the date it is signed by the last Member Agency to do so.

## **Article III. POWERS**

### **Section 3.01 General Powers**

The Agency may exercise the powers granted to it under the JPA Law, including but not limited to the powers of each of the Member Agencies as may be necessary to the accomplishment of the purposes of this Agreement.

### **Section 3.02 Power to Issue Bonds**

The Agency shall have all the powers provided in the JPA Law, including the power to issue bonds.

### **Section 3.03 Specific Powers**

The Agency is hereby authorized, in its own name, to do all acts necessary or convenient to the accomplishment of the purposes of this Agreement, including but not limited to:

- a. To 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. To participate in financing or re-financing any Infrastructure, in accordance with any terms and conditions imposed by the JPA Law;
- c. To make and enter into contracts necessary to the accomplishment of the purposes of this Agreement;
- d. To contract for the services of engineers, attorneys, planners, financial consultants, and other contractors and consultants as needed;
- e. To employ such persons as it deems necessary;



- f. To 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. To 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. To 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 this Agreement;
- i. To 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. To sue and be sued in its own name;
- k. To adopt rules, regulations, policies, bylaws, and procedures governing the operation of the Agency;
- l. To incur debts, liabilities, or obligations;
- m. To levy and collect assessments and/or special taxes and to participate in other financing districts;
- n. To establish, revise, and collect fees as a condition of development of land or otherwise;
- o. To 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 this Agreement;
- p. To perform all acts necessary or proper to carry out fully the purpose of this Agreement and not inconsistent with the JPA Law;
- q. To invest money not required for the immediate necessities of the Agency pursuant to Government Code sections 6505.5 and 53601;
- r. To refinance indebtedness incurred by one of more Member Agencies in connection with any of the purposes of this Agreement;
- s. To 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. To carry out and enforce this Agreement; and
- u. To exercise all other powers not specified here but common to the Member Agencies and authorized by Government Code section 6508.

### **Section 3.04 Restriction on Exercise of Powers**

The powers of the Agency shall be exercised in the manner provided in the JPA Law, and, except for those powers set forth in the JPA Law, shall be subject (in accordance with Section 6509 of the JPA Law) to the restrictions upon the manner of exercising such powers that are imposed upon the County of Santa Cruz in the exercise of similar powers.

### **Section 3.05 Obligations of Agency**

The debts, liabilities and obligations of the Agency shall not be the debts, liabilities and obligations of any Member Agency or any other Public Agency.

### **Section 3.06 Non-Liability for Obligations, Activities, or Operation of the Agency**

No Member Agency, Director, officer, agent, consultant, or employee of the Agency shall be individually or personally liable for the payment of the principal or premium or interest on any obligation of the Agency; but nothing herein contained shall relieve any such Member Agency, Director, officer, agent, or employee from the performance of any official duty provided by law or by the instruments authorizing the issuance of any obligation of the Agency.

### **Section 3.07 Indemnification of Parties**

The Agency shall, to the fullest extent allowable under applicable law, indemnify and hold harmless each of the Member Agencies for and against any claim, action, liability, penalty, or other imposition whatsoever upon such Member Agency by reason of (a) the activities of the Agency or (b) such Member Agency's status as party to this Agreement.

## **Article IV. ORGANIZATION AND GOVERNANCE**

### **Section 4.01 Governing Body of the Agency**

- a. The Agency shall be governed by a Board of Directors comprising five persons selected by the Member Agencies as set forth in this section below. All voting power of the Agency shall reside in the Board.
- b. The Board shall comprise the following:
  - i. One Boardmember selected by the Santa Cruz County Board of Supervisors from among its members, who shall be the representative for Supervisorial District Two or Four;
  - ii. One Boardmember selected by the Santa Cruz County Flood Control and Water Conservation District – Zone No. 7 Board of Directors from among its members, who shall be the representative for either Supervisorial District Two or Four;
  - iii. One Boardmember selected by the Watsonville City Council;
  - iv. One Boardmember selected by the Monterey County Water Resources Agency Board of Supervisors from among its members; and
  - v. One Boardmember who shall be the Monterey County Supervisor for Supervisorial District Two.
- c. References to supervisorial districts in this section mean those districts as presently numbered and such successor districts as include the territory of the respective County within the Agency.
- d. Each appointing authority shall also appoint an Alternate from among the appointing authority's members. The Alternates shall serve in the absence of refusal of the Member for whom they are the Alternate but shall not otherwise sit with or deliberate with the Board.
- e. Except for Supervisors appointed by virtue of service as Monterey County Supervisor representing District Two, Boardmembers and Alternates serve at the pleasure of their appointing authorities and shall hold office until a successor takes the oath of office as an officer of the Agency.
- f. Each appointing authority shall promptly appoint a successor to a Boardmember or Alternate who ceases, for any reason, to be a Boardmember or Alternate or qualified to serve on the Board under the standards of subsection b above.
- g. The Agency may compensate Boardmembers and/or Alternates for service to the Agency as the Board may determine. A Board member or Alternate may be reimbursed for expenses he or she

reasonably incurs in the conduct of the Agency's business pursuant to a written policy of the Agency.

#### **Section 4.02 Principal Office**

The Board shall designate the Agency's principal office at a place convenient to the work of the Agency within or without the Agency. The Secretary shall note any change in that designation in the minutes of a Board meeting and notify each Member Agency of that change in writing.

#### **Section 4.03 Board Meetings**

The Board shall meet at the Agency's principal office or at such other place as it may be designated. The Board shall establish the time and place of its regular meetings by resolution furnished to each Member Agency. Regular, adjourned, and special meetings shall be called and held as specified in the Ralph M. Brown Act, Government Code section 54950 et seq.

#### **Section 4.04 Quorum, Required Votes, and Approvals**

Three-fifths of Boardmembers then in office shall constitute a quorum for the transaction of business. Except as this Agreement of applicable law otherwise requires, the vote of a majority of a quorum is sufficient to carry an action. Boardmembers may not cast proxy or absentee votes. Each Boardmember shall have an equal vote.

#### **Section 4.05 Minutes**

The Secretary shall keep minutes of Board meetings, and provide them to each Boardmember, Alternate, and Member Agency or, alternatively, maintain them on the Agency's website.

#### **Section 4.06 Rules, Bylaws, and Regulations**

The Agency may adopt and amend from time to time such rules, bylaws, and regulations for the conduct of its affairs as may be necessary or advisable and as are consistent with this Agreement and applicable law.

#### **Section 4.07 Vote or Assent of Parties**

Any agreement, vote, assent, or approval of a Member Agency required by this Agreement or applicable law shall be filed with the Secretary and be evidenced by a resolution or approved meeting minutes of the governing board of the Member Agency.

#### **Section 4.08 Officers**

Unless the Board determines otherwise by resolution, the Agency officers designated in this section shall hold office for one year commencing with the first Board meeting of each calendar year provided, however, that the first Chairperson, Vice Chairperson, and Secretary appointed shall hold office from the date of their appointment to the second January 1st thereafter to avoid initial terms of less than a year. The Board shall also have the power to appoint such additional officers as it deems necessary and appropriate. The Treasurer and Auditor hereby designated may be changed only by the consent of all Board members then in office and shall not be members of the Board.

- a. Chairperson and Vice-Chairperson. The Board shall select from among its members a Chairperson and a Vice-Chairperson who shall cease to serve in that role upon ending service on the Board or upon election of a new Chairperson/Vice-Chairperson, whichever occurs first.
- b. Secretary. The Board shall appoint a Secretary who may also be a Director; the Secretary shall be responsible for keeping the minutes of all meetings of the Board and all other official records of the Agency. The Secretary shall have charge of, handle, and have access to all other records of the Agency.
- c. Treasurer. The Santa Cruz County Treasurer shall be the Treasurer of the Agency and shall be the depository and shall have custody of all money of the Agency, from whatever source, and shall have the duties and obligations of the Treasurer as set forth in Sections 6505 and 6505.5 of the JPA Law. The Treasurer shall be responsible for providing quarterly reports and verifying the balance of such reports as maintained by the records of the Auditor.
- d. Auditor. The Santa Cruz County Auditor-Controller shall be the Auditor of the Agency and shall have the duties and obligations of the Auditor as set forth in sections 6505 and 6505.6 of the JPA Law, including the audit obligation stated in section 8.02 of this Agreement.
- e. General Counsel. The Board shall appoint an attorney licensed to practice in California who shall serve at the pleasure of the Board. The Board may, but need not, appoint the County Counsel of either Santa Cruz or Monterey Counties to serve in this role. General Counsel shall work cooperatively with the Executive Director, but shall report to the Board.

#### **Section 4.09 Executive Director**

Until the Board otherwise directs, the Executive Director shall be an employee of the Santa Cruz County Flood Control and Water Conservation District – Zone 7 (“Zone 7”) designated by Zone 7. Should Zone 7 decline to continue to provide an employee to serve in that role, the Board shall promptly appoint another to serve as Executive Director. The Executive Director shall be appointed by, and serve at the pleasure of, the Board. The Executive Director shall be responsible to the Board for the proper and efficient administration of the Agency as is or hereafter may be placed in his or her charge pursuant to this Agreement, or of any Board ordinance, resolution, or order. In addition to other powers and duties herein provided, the Executive Director is authorized:

- a. Under policy direction of the Board, to plan, organize, and direct all activities of the Agency;
- b. To appoint and to remove all Agency employees, all of whom shall serve at the pleasure of the Executive Director, except as is otherwise provided by law or by this Agreement including, but not limited to, section 4.08 above;
- c. To authorize expenditures authorized by an approved Budget;
- d. To make recommendations to, and requests of, the Board concerning all of the matters and things which are to be performed, done, or carried out by the Agency; and
- e. To call meetings of the Board.

#### **Section 4.10 Privileges and Immunities**

As provided in Government Code section 6513, all the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers’ compensation and other benefits which apply to the activities of officers, agents, or employees of a public agency when performing their

respective functions shall apply to the officers, agents, and/or employees of the Agency to the same degree and extent while engaged in the performance of any of the functions and other duties of such officers, agents, or employees under this Agreement.

None of the officers, agents, or employees of the Agency shall be deemed, solely by reason of their employment by the Agency, to be employed by any Member Agency or, by reason of their employment by the Agency, to be subject to any of the requirements of any Member Agency.

### **Section 4.11 Bonding**

Any person who has charge of any funds or securities of the Agency shall be bonded in amounts fixed by Board resolution.

### **Section 4.12 Conflicts of Interest**

- a. POLITICAL REFORM ACT. Board members are “public officials” within the meaning of the Political Reform Act of 1974, as amended, and its regulations, for purposes of financial disclosure, conflict of interest, and other requirements of such Act and regulations, subject to a contrary opinion or written advice of the California Fair Political Practices Commission. The Agency shall adopt a conflicts of interest code in compliance with the Political Reform Act.
- b. LEVINE ACT. Board members are “officials” within the meaning of Government Code Section 84308 et seq., commonly known as the “Levine Act,” and subject to its restrictions on the acceptance, solicitation, or direction of contributions.

## **Article V. PLANNING AND PROJECTS**

### **Section 5.01 Planning**

The Agency shall undertake and/or participate in such studies and planning as necessary to reduce flood damage within the Agency, as part of a larger integrated water resources program or otherwise. Such studies and planning may include, but need not be limited to, proposals for the construction of an upstream storage or detention dam, the rehabilitation or elevation or construction of levees, and assumption and/or maintenance of Infrastructure constructed or owned by one or more Member Agencies. Such studies and planning shall identify financing methods for such proposals and may allocate capital as well as maintenance and operating costs among the Member Agencies.

### **Section 5.02 Projects**

The Agency shall develop, design, acquire, and construct Infrastructure and necessary funding (including local cost shares of federal projects), to reduce flooding within the Agency, potentially as part of a larger integrated water resources program or otherwise. The Agency may construct, rehabilitate, or fund all or part of projects independently or in cooperation with the United States, the State of California, or another public entity or entities.

## **Article VI. BUDGETS AND PAYMENTS**

### **Section 6.01 Budget**

Within 90 days after the first meeting of the Board, and before the start of each subsequent fiscal year, the Board shall adopt a Budget for the ensuing Fiscal Year which it may amend from time to time. Approval of a Budget or Budget requires a unanimous vote of Directors (or Alternates voting in the absence or recusal of a Director) then in office.

### **Section 6.02 Contributions for Operating Expenses**

- a. Upon its formation, the Agency is not expected to have any assets to allocate to Infrastructure. The Agency will nevertheless undertake planning and administrative work before adoption of an initial Budget and securing funding. The Member Agencies agree to fund this work in the shares established through a separate agreement.
- b. The Agency shall allocate overhead costs consistently with financing methods for proposals approved by the Board pursuant to section 5.01 of this Agreement. The Agency shall allow Member Agencies a reasonable opportunity to review and comment on any proposed allocation or reallocation of overhead.
- c. In accordance with Section 6512.1 of the JPA Law, the Board may direct repayment or return to the Member Agencies of all or part of any contributions made by the Member Agencies upon such terms as may be consistent with the JPA Law and other applicable law. The Agency shall hold title to all it acquires during the term of this Agreement, including but not limited to Infrastructure.

## **Article VII. ACCOUNTING AND AUDITS**

### **Section 7.01 Accounts and Reports**

The Agency shall maintain books and accounts consistently with standards adopted by the Controller of the State of California for special districts.

### **Section 7.02 Audit**

The Auditor shall cause to be conducted an audit compliant with generally accepted audit standards of the records and the accounts of the Agency and file such audit reports with the State Controller and each Member Agency within six months of the end of each fiscal year or by such other deadline as is imposed by law or a grant or loan agreement.

## **Article VIII. MAINTENANCE AND OPERATION OF INFRASTRUCTURE**

The Board shall determine before acquiring or constructing any Infrastructure whether or not the Agency will maintain and/or operate it. If the Agency is to maintain and/or operate particular Infrastructure, it shall do so efficiently, economically, and in a manner not detrimental to the Member Agencies. If the Board determines that one or more Member Agencies will maintain and/or operate particular Infrastructure, that Member Agency or those Member Agencies shall accept that responsibility in writing before the Agency agrees to or does acquire or construct that Infrastructure.

## **Section 8.01 Project Commitments**

This Agreement may not be rescinded or terminated, the Agency dissolved, and no Member Agency may withdraw from the Agency while the Agency has outstanding Project Commitments unless another public agency has provided such reasonable written assurances to perform those Project Commitments as the State, the Federal government, or other contracting parties as to those Project Commitments may request.

The Agency may assume Project Commitments of a Member Agency by resolution of the Board and in no other fashion.

## **Article IX. LIABILITY OF BOARD**

### **Section 9.01 Liabilities**

Except as provided in Section 9.03, the debts, liabilities, and obligations of the Agency shall be the debts, liabilities, or obligations of the Agency alone and not of the Member Agencies as provided in Government Code section 6508.1. Any financial dealings between the Agency and one or more Member Agencies shall be by written contract.

### **Section 9.02 Liability of Boardmembers; Defense & Indemnity**

Except as otherwise provided in this Agreement, the funds of the Agency may be used to defend, indemnify, and hold harmless the Agency and any Director, officer, or employee for their actions taken within the course and scope of their work for the Agency. The Agency may self-insure, participate in pooled self-insurance, or purchase insurance to provide such coverage. The Agency shall defend and indemnify its officers and employees if and as required by Government Code sections 825 and 995.

### **Section 9.03 Pension Liability**

- a. The Agency may contract with the California Public Employees Retirement System (PERS) or any other public entity to provide pension benefits to its employees with such consent and assurances of the Member Agencies as may then be required by applicable law.
- b. Each Member Agency's conditional share of pension liability, defined in paragraph (c) below, shall be provided by a written agreement made when the benefits are contracted for and, in the absence of such an agreement, the Agency may not contract for such pension services. Such agreement shall conditionally allocate 100 percent of the Agency's pension liabilities among the Member Agencies, leaving no portion of that liability unassigned.
- c. A Member's conditional share of pension liability means liability due under Government Code section 6508.2 to fund payments to CalPERS or another public entity with which the Agency contracts to provide pension benefits to the Agency's employees ("Pension Provider") which liability the Agency does not pay because this Agreement is terminated, the Agency becomes insolvent, or the Agency's agreement with the Pension Provider is terminated.

## **Article X. RESCISSION, TERMINATION, WITHDRAWAL, ASSIGNMENT**

### **Section 10.01 Term**

The Agency shall continue until this Agreement is rescinded or terminated as herein provided and as provided in section 8.01 of this Agreement.

### **Section 10.02 Rescission or Termination**

A Member Agency may withdraw from this Agreement pursuant to section 10.04. The Agency shall wind up its affairs and dissolve upon withdrawal by the second-to-last Member Agency to do so. The Agency may wind up its affairs and dissolve, and the Agency terminated, by unanimous written consent of the Member Agencies. Any such dissolution shall be consistent with section 8.01. This Agreement shall terminate with dissolution of the Agency except as respects insurance and indemnities which the Board may identify to survive that dissolution.

### **Section 10.03 Disposition of Assets**

Upon termination of this Agreement, the Agency's remaining assets shall be returned to the Member Agencies then participating in the Agency in proportion to their contributions to the Agency's funding. The Board shall first offer any Infrastructure and other illiquid assets of the Agency to the Member Agencies for good and adequate consideration. If no such sale is consummated, the Board shall offer such illiquid assets to any public or private entity for good and adequate consideration. The net proceeds from any sale or the illiquid assets if no sale occurs shall be distributed as provided in the first sentence of this section.

### **Section 10.04 Withdrawal**

- a. Subject to section 10.02 of this Agreement, no Member Agency may withdraw from the Agency without the unanimous consent of the other Member Agencies after: (1) the withdrawing Member Agency provides written notice to the other Member Agencies of intent to withdraw, and (2) the withdrawing Member Agency honors any unmet obligations under this Agreement. Any withdrawal shall be effective on the last day of the fiscal year in which the withdrawal is agreed unless all Member Agencies agree otherwise in writing.
- b. If a withdrawing Member Agency has any rights in any Infrastructure or responsibility for obligations of the Agency, except by a written agreement of all Member Agencies, the withdrawing Member Agency may not sell, lease, or transfer those rights or be relieved of those obligations, except an obligation to pay its share of operation and maintenance costs of Infrastructure.
- c. The Agency shall not refund or repay a withdrawing Member Agency's initial commitment of funds to the Agency absent unanimous agreement of the initial Member Agencies. The Agency may refund or repay any subsequent contribution in accordance with any written terms and conditions upon which the contribution was made.



### **Section 10.05 Admission of New Parties**

Additional public entities may become Member Agencies upon such terms and conditions as the Board may provide with the unanimous consent of all Member Agencies, evidenced by a written addendum to this Agreement signed by all of Member Agencies, including the new Member Agency.

### **Section 10.06 Amendment**

This Agreement may be amended only by the unanimous agreement of the Member Agencies.

### **Section 10.07 Assignment; Binding on Successors**

Except as otherwise provided in this Agreement, the rights and duties of the Member Agencies may not be assigned or delegated without the written consent of all other Member Agencies. 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 Project Commitments or other obligations of the Agency.

### **Section 10.08 Notice of Agreement or Amendment**

- a. Within 30 days of the effective date of this Agreement or any amendment to it and pursuant to the JPA Law, the Agency shall give notice to the Secretary of State. The Agency shall give any other notice required by applicable law upon the approval, termination, or any amendment of this Agreement.
- b. Within 10 days after the effective date of this Agreement, the Agency shall cause a statement of the information, required by California Government Code Section 53051, to be filed with the office of the California Secretary of State and with the County Clerk.

### **Section 10.09 Notice**

Any notice or instrument required to be given or delivered by depositing the same in any United States mail, registered or certified, postage prepaid, addressed to the Member Agency or the Agency, shall be deemed to have been received by addressee 72 hours after such deposit. Notice may be given by such other means as the Agency or a Member Agency specifies in writing.

### **Section 10.10 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 and, to that end, the Member Agencies declare the parts, terms, and provisions of this Agreement to be severable.

### **Section 10.11 Successors**

This Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the Member Agencies.

**Section 10.12 Counterparts; Electronic Signatures**

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 10.13 Integration**

This Agreement represents the full and entire Agreement among the Members with respect to the matters covered herein.

**Section 10.14 Execution; Warrantee**

The legislative bodies of the Member Agencies have each authorized execution of this Agreement, as evidenced by the respective signatures attested below. The persons signing below warrant for the benefit of the Member Agencies for which they do not sign that they have actual authority to bind their respective principals to this Agreement.

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

COUNTY OF SANTA CRUZ

COUNTY OF MONTEREY

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

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

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

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

ATTEST:

ATTEST:

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
CLERK OF THE BOARD

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNTY COUNSEL

\_\_\_\_\_  
COUNTY COUNSEL

CITY OF WATSONVILLE

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

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

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

MONTEREY COUNTY WATER RESOURCES  
AGENCY

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

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

ATTEST:

\_\_\_\_\_  
CLERK OF THE BOARD

APPROVED AS TO FORM:

\_\_\_\_\_  
AGENCY COUNSEL

SANTA CRUZ COUNTY FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT

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

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

ATTEST:

\_\_\_\_\_  
CLERK OF THE BOARD

APPROVED AS TO FORM:

\_\_\_\_\_  
DISTRICT COUNSEL



***Before the Board of Directors of the Monterey County Water Resources Agency***

***County of Monterey, State of California***

**BOARD ORDER No.**

RECOMMEND THAT THE MONTEREY COUNTY WATER )  
RESOURCES AGENCY BOARD OF SUPERVISORS: )  
A. APPROVE THE JOINT EXERCISE OF POWERS )  
AGREEMENT BY AND AMONG THE CITY OF WATSONVILLE, )  
THE COUNTY OF MONTEREY, THE COUNTY OF SANTA CRUZ, )  
THE MONTEREY COUNTY WATER RESOURCES AGENCY, )  
AND ZONE 7 OF SANTA CRUZ COUNTY FLOOD CONTROL AND )  
WATER CONSERVATION DISTRICT, HEREIN REFERRED TO AS )  
THE "MEMBER AGENCIES", TO FORM THE PAJARO REGIONAL )  
FLOOD MANAGEMENT AGENCY AND AUTHORIZE THE CHAIR )  
TO SIGN THE JOINT EXERCISE OF POWERS AGREEMENT; AND )  
B. APPROVE THE INDEMNITY AGREEMENT REGARDING THE )  
PAJARO RIVER FLOOD RISK REDUCTION PROJECT BY AND )  
AMONG THE MEMBER AGENCIES AND AUTHORIZE THE CHAIR )  
TO SIGN THE INDEMNITY AGREEMENT. )

PASSED AND ADOPTED on this **19th** day of **January 2021**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
BY: Chair  
Board of Directors

\_\_\_\_\_  
ATTEST: Brent Buche  
General Manager



# Monterey County

## Item No.6

### Board Report

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

**Legistar File Number: WRAG 21-002**

**January 19, 2021**

**Introduced:** 1/11/2021

**Current Status:** Draft

**Version:** 1

**Matter Type:** WR General Agenda

January and February 2021 Calendars

# January 2021

January 2021						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2021						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Dec 27	28	29	30	31	Jan 1, 21 10:00am Finance Committee (1441 Schilling Pl., Salinas)	2
3	4	5	6 8:30am BMAC Committee (1441 Schilling Pl., Salinas)	7	8	9
10	11	12	13	14	15	16
17	18 HOLIDAY	19 Board of Directors Meeting (BOS Chambers, 168 w. Alisal) - 930-Board of	20	21	22	23
24	25	26	27	28 1:30pm Reservoir Operations Advisory Committee (Saffron Room) -	29	30
31	Feb 1	2	3	4	5	6

# February 2021

February 2021						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March 2021						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jan 31	Feb 1	2	3 8:30am BMAC Committee (1441 Schilling Pl., Salinas)	4	5 10:00am Finance Committee (1441 Schilling Pl., Salinas)	6
7	8	9	10	11	12	13
14	15 HOLIDAY	16 Board of Directors Meeting (BOS Chambers, 168 w. Alisal) - 930-Board of Directors	17	18	19	20
21	22	23	24	25 1:30pm Reservoir Operations Advisory Committee (Saffron Room) - 930-Board of Directors	26	27
28	Mar 1	2	3	4	5	6



# Monterey County

## Item No.7

### Board Report

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

Legistar File Number: WRAG 21-003

January 19, 2021

**Introduced:** 1/11/2021

**Current Status:** Draft

**Version:** 1

**Matter Type:** WR General Agenda

- COVID-19 Update
- Personnel Update
- Reservoir Drought Operations
- Prop 68 Grant
- COWCAP Update
- Other





# Monterey County

## Item No.8

### Board Report

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

**Legistar File Number: WRAG 21-004**

January 19, 2021

**Introduced:** 1/11/2021

**Current Status:** Draft

**Version:** 1

**Matter Type:** WR General Agenda

#### Information Items:

1. Reservoir Release Update
2. Well Permit Application Activities Update
3. Dept. of Water Resources Technical Advisory Committee Participation
4. Prop. 1 Grant Notification Letters

## Reservoir Release Update

### SUMMARY/DISCUSSION:

The Board of Directors receives monthly updates on the status of Agency reservoirs.

**RESERVOIR ELEVATION / STORAGE:** As of January 7, 2021, San Antonio Reservoir has a water surface elevation of approximately 693.1 feet (NGVD 29), with 53,195 acre-feet of storage. Nacimiento Reservoir has a water surface elevation of approximately 726.3 feet, with 83,120 acre-feet of storage. San Antonio Reservoir is currently at 16% of storage capacity and Nacimiento Reservoir is at 22% of capacity.

**RESERVOIR RELEASES:** Minimum fisheries releases are currently being made from both reservoirs. Current release rates are 70 cfs (60 cfs from Nacimiento Reservoir and 10 cfs from San Antonio Reservoir).

The Salinas River Lagoon has been closed since May 17<sup>th</sup>, 2020 after having opened to the ocean on April 7<sup>th</sup>.

Minor deviations in release rates are not presented in this report but are documented in the Salinas Valley Water Project Annual Flow Reports.

Releases as of January 7, 2021:

- Nacimiento Reservoir: 60 cfs
- San Antonio Reservoir: 10 cfs

Total releases from both reservoirs to the Salinas River are approximately 70 cfs. The following “provisional” flows have been recorded by the USGS:

- Salinas River near Bradley: 69 cfs
- Salinas River at Soledad: 0 cfs
- Salinas River near Chualar: 0 cfs
- Salinas River near Spreckels: 0 cfs

Prepared by: Germán Criollo, Associate Hydrologist, (831) 755-4860  
Peter Kwiek, Hydrologist, (831) 755-4860

## Well Permit Application Activities Update

### SUMMARY/DISCUSSION:

In support of Monterey County's Well Permit Application Program the Agency acts as technical advisor to the program's lead agency, the Environmental Health Bureau (EHB). In accordance with a 1991 interdepartmental Memorandum of Agreement between the Agency and EHB, the Agency performs a comprehensive review process on well permit applications for new wells pumping five acre-feet of water or more per year, as well as for proposed well destructions and repairs.

The Agency provides review and/or advisement to EHB within five (5) business days of receiving new well permit applications. The Agency also reviews final well designs and annular seal depth proposals on an on-going basis and is committed to providing a response to EHB within twenty-four (24) hours of receiving design proposals.

The Agency receives funds that cover staff time for well application review, well completion report processing, and database maintenance from fees collected by EHB. The Agency's fees are defined in Article XI of the Monterey County Fee Resolution.

Table 1 (attached) provides a summation of well permit applications received in the last month for evaluation by Agency staff, categorized by permit type, Agency management area, and aquifer unit. Also included is a tabulation of new well applications reviewed for the fiscal year. This table is provided to the Board of Directors and Basin Management Advisory Committee on a monthly basis.

Publication of the Agency's Report, "Recommendations To Address the Expansion of Seawater Intrusion in the Salinas Valley Groundwater Basin (October, 2017) and subsequent adoption of Interim Urgency Ordinance 5302 and Ordinance 5303 by the Monterey County Board of Supervisors (May 22, 2018 and June 26, 2018, respectively) have led to increased interest in data related to wells in and extractions from the Deep Aquifers (Figure 1).

Figure 2 depicts the history of well installation in the Deep Aquifers by water use category. As illustrated in the chart, a total of fifty-seven (57) wells have been installed in the Deep Aquifers since 1974, with twenty-five (25) of those wells being constructed in the last ten years, including fourteen (14) within the last three years. Figure 2 includes a tabular historical summary of reported annual Deep Aquifer well extractions by water use category.

Two (2) additional permits have been issued for new Deep Aquifers wells but construction has not been completed as of the date of this report. The proposed wells were applied for as replacement wells after the expiration of Ordinance No. 5302, which expired on May 21, 2020.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

None

Prepared by:           Nicole Koerth, Hydrologist, (831) 755-4860  
                              Amy Woodrow, Hydrologist, (831) 755-4860  
                              Tamara Voss, Associate Hydrologist (831) 744-4860  
                              Howard Franklin, Senior Hydrologist, (831) 755-4860

Attachments:

Table 1 - Summary of Well Permits Received

Figure 1- Map showing Deep Aquifer Wells

Figure 2 - Timeline of Well Installation in the Deep Aquifers with Summary of Deep Aquifer  
Groundwater Extractions

**Table 1. Well Permit Applications Received by Category - December, 2020**

<b>Subarea/ Aquifer</b>	<b>Construction</b>	<b>Destruction</b>	<b>Repair</b>	<b>Other</b>	<b>Total</b>	<b>FY (20/21) Total</b>
Pressure 180-Ft Aquifer						5
Pressure 400-Ft Aquifer						8
Pressure Deep Aquifers						7
East Side	2	1			3	8
Forebay						8
Upper Valley						4
Outside Zone 2C, Undefined GW Basin	5				5	23
<b>Total</b>	<b>7</b>	<b>1</b>			<b>8</b>	<b>63</b>

# Figure 1

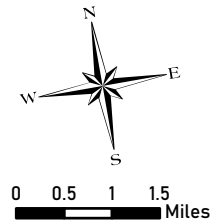
## Legend

### Deep Aquifer Wells

By Use, Labeled by Year Constructed

- Agricultural
- Municipal
- Industrial
- Domestic
- Monitoring

Area of Impact



Monterey County  
Water Resources Agency

Date: 1/4/2021

4 Monitoring Wells  
constructed in 2000

2 Monitoring Wells  
constructed in 2005

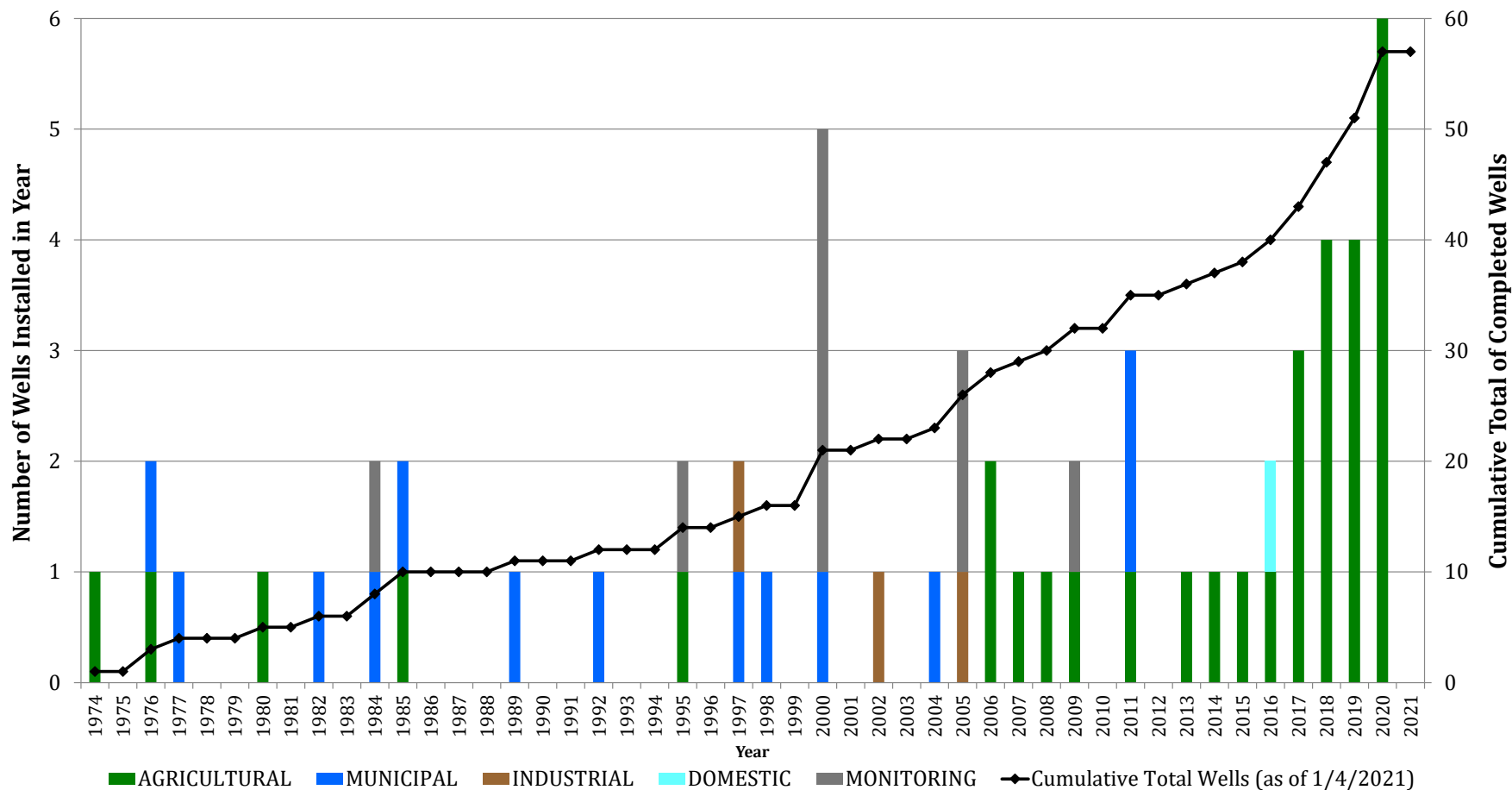
2 Municipal Wells  
constructed in 1998 and 2000

Figure 2

## Timeline of Well Installation in Deep Aquifers of the 180/400 Foot Aquifer Subbasin



Source: MCWRA  
Date: 1/4/2021



### Deep Aquifers Groundwater Extraction History Since 1993\*

1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
2,054	1,992	2,036	2,137	2,170	1,906	2,055	2,302	2,355	2,399	2,366	2,442	2,358	2,005	1,738	2,004	2,102	1,903	1,803	2,044	1,982	3,784	3,746	3,690	3,991	4,499
1,507	2,620	2,302	1,990	2,556	1,648	96	1	0	0	0	0	0	0	58	384	696	982	927	1,397	1,097	2,031	2,010	4,293	4,958	4,855
0	0	0	0	0	0	0	3	13	17	379	305	343	336	393	371	348	333	370	380	523	620	617	569	567	291
3,561	4,612	4,338	4,127	4,725	3,554	2,151	2,307	2,368	2,416	2,745	2,747	2,701	2,341	2,189	2,759	3,146	3,218	3,100	3,821	3,608	6,436	6,373	8,551	9,516	9,645

\* Notes: Table includes all reported extraction data for the twenty-nine (29) Deep Aquifer production wells that have reported extractions since inception of the Agency's GEMS program in 1993. Data are reported in acre-feet. Colors denote water use category (Municipal, Agricultural, Industrial). An additional eight (8) recently constructed deep agricultural production wells not shown above have yet to report extractions as of Reporting Year 2018.

Amy Woodrow Appointed to the Technical Advisory Committee for the Department of Water Resources Bulletin 74: California Well Standards Update Project

SUMMARY/DISCUSSION:

Staff Hydrologist Amy Woodrow has been invited by the State of California Department of Water Resources (DWR) to serve on the Technical Advisory Committee (TAC) for DWR Bulletin 74: California Well Standards Update Project. The TAC will be comprised of 77 experts with interest and extensive knowledge of all aspects of well siting, design, construction, and destruction for the four types of wells covered in Bulletin 74; water supply, monitoring, cathodic protection, and geothermal heat exchange wells. Members of the TAC represent eight broad sectors including; consulting, drilling, geophysical logging, materials manufacturing, regulatory (local, state, out-of-state), and well owners. The TAC will support DWR in developing updated Well Standards that are enforceable, protective, and based on current state of knowledge and best practices.

A responsibility of Amy's participation on this TAC will be to serve as liaison to the Agency's stakeholders by soliciting their input and reporting back outcomes. To this end, the Agency will provide outreach to the community through regular updates to our Board of Directors.

Amy has been with the Agency since 2009 and is licensed by the States of California and New Hampshire as a professional geologist. She has been selected by DWR to serve on the "Water Well Siting" and "Water Wells" Focus Groups.

OTHER AGENCY INVOLVEMENT:

In support of Monterey County's Well Permit Application Program, the Agency acts as technical advisor to the program's lead agency, the Environmental Health Bureau (EHB). In accordance with a 1991 interdepartmental Memorandum of Agreement between the Agency and EHB, the Agency performs a comprehensive review process on well permit applications for new wells pumping five acre-feet of water or more per year, as well as for proposed well destructions and repairs.

FINANCING:

Fund 132

Prepared by: Howard Franklin, Senior Hydrologist, (831) 755-4860

Attachments:

Attachment 1 – Letter of Invitation

Attachment 2 – TAC Roster and Focus Group Assignments

Attachment 3 – TAC Charter

Attachment 4 – TAC Meeting Schedule



**DEPARTMENT OF WATER RESOURCES**

1416 NINTH STREET, P.O. BOX 942836  
SACRAMENTO, CA 94236-0001  
(916) 653-5791



December 16, 2020

Dear Prospective Technical Advisory Committee Member:

I am pleased to invite you to serve on the Technical Advisory Committee (TAC) for the Department of Water Resources' (DWR) Bulletin 74: California Well Standards Update Project. You have been selected from a pool of over 100 applicants based on your areas of expertise and ability to serve. Your participation on the TAC will provide valuable support to DWR in developing updated Well Standards that are enforceable, protective, and based on the current state of knowledge and best practices.

The TAC will be comprised of 77 experts with a keen interest in, and extensive knowledge of, all aspects of well siting, design, construction, and destruction for the four types of wells covered in Bulletin 74: water supply, monitoring, cathodic protection, and geothermal heat exchange wells. Members represent eight broad sectors: consulting, drilling, geophysical logging, materials manufacturing, regulatory (local, state, out-of-state), and well owners.

The TAC process is designed around several small focus groups of 9 to 16 TAC members that will meet to discuss various aspects of the Well Standards in two phases, March – June 2021 and November 2021 – February 2022. The TAC will reconvene in plenary in August 2022 to preview the Public Review Draft and again in December 2022 to preview the Final Standards before DWR submits them to the State Water Resources Control Board for adoption into the Model Well Ordinance.

Please confirm your commitment to serve on the TAC following the instructions emailed to you.

Thank you in advance for your willingness to serve on the TAC for the DWR Bulletin 74 Update. We look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read 'K. Tjernell'.

Kristopher A. Tjernell  
Deputy Director  
Integrated Watershed Management

Enclosures:

- Proposed Bulletin 74 TAC Member Roster
- Schedule
- Draft Charter

**Bulletin 74 TAC Members and Alternates**

<b>Name</b>	<b>Employer</b>	<b>Focus Group Assignments</b>
Aaron Button	Water Boards - GAMA Program	Non-Vertical Wells, Cathodic Protection Wells, GHEW
Adam Questad	Geosyntec Consultants	Large-Diameter Infiltration Wells
Adnan Siddiqui	Regional Water Quality Control Board, Los Angeles Region 4	Water Well Water Well Siting, Destruction, Monitoring Wells, Water Wells (Alternate)
Adrienne Ellsaesser	Blackwater Consulting Engineers, Inc.	Water Well Siting
Alexandra Calderon	San Bernardino County Department of Public Health	Monitoring Wells, Water Well Siting (Alternate)
Ali Rezvani	Water Boards - Division of Drinking Water	Sealing Materials, Water Well Siting, Water Wells
Allan Skouby	GeoPro, Inc.	Sealing Materials, GHEW
Amy Woodrow	Monterey County Water Resources Agency	Water Well Siting, Water Wells
Anthony Martinez	Orange County Health Care Agency	Destruction
Bill Cameron	Valley Water (Santa Clara Valley Water District)	Sealing Materials, Destruction, Monitoring Wells, GHEW (Alternate)
Bill DeBoer	Montgomery and Associates	Water Well Siting, Water Wells, Monitoring Wells
Bill Leever	Brown and Caldwell	Large-Diameter Infiltration Wells
Brandon Steets	Geosyntec Consultants	Large-Diameter Infiltration Wells (Alternate)
Brian Villalobos	Geoscience Support Services Inc.	Non-Vertical Wells
Brian Younkin	Ellingson-DTD	Sealing Materials (Alternate), Non-Vertical Wells (Alternate)
Cade Johnson	Coffman Engineers	Cathodic Protection Wells
Chris Beegan	Water Boards – Division of Water Quality (STORMS unit)	Large-Diameter Infiltration Wells
Chris Coppinger	Geoscience Support Services Inc.	Water Well Siting, Non-Vertical Wells
Chris Hunley	Sacramento County Environmental Management Department	GHEW, Large-Diameter Infiltration Wells (Alternate), Non-Vertical Wells (Alternate)
Christopher Guerre	Department of Toxic Substances Control	Water Well Siting, Monitoring Wells, Sealing Materials (Alternate), Destruction (Alternate)
Curtis McCalla	South West Pump & Drilling, Inc.	Sealing Materials, Large-Diameter Infiltration Wells
Dan McGrew	Farwest Corrosion	Cathodic Protection Wells

**Bulletin 74 TAC Members and Alternates**

<b>Name</b>	<b>Employer</b>	<b>Focus Group Assignments</b>
Dana Booth	Sacramento County	Large-Diameter Infiltration Wells, Monitoring Wells
Dave Fulton	Diamond Well Drilling	Destruction, Water Wells
Dave Landino	Landino Drilling	Cathodic Protection Wells
Dave Vossler	West Yost	Destruction
David Abbott	David W. Abbott, Consulting Geologist	Water Well Siting, Large-Diameter Infiltration Wells, Water Wells
David Alaniz	San Bernardino County Department of Public Health	Water Wells (Alternate)
David Field	Orange County Water District	Large-Diameter Infiltration Wells
David He	Corrosion Plus	Non-Vertical Wells, Cathodic Protection Wells
Ed Anderson	Baroid Industrial Drilling Products	Sealing Materials, Non-Vertical Wells, Destruction, Cathodic Protection Wells, GHEW
Edd Schofield	Johnson Screens	Destruction
Erin Huang	Jacobs	Large-Diameter Infiltration Wells
Greg Peters	Peters Drilling & Pump Service Inc.	Sealing Materials, Monitoring Wells
Greg Reyes	Riverside County, Department of Environmental Health	Monitoring Wells (Alternate)
Jacob Gallagher	Ellingson-DTD	Sealing Materials, Non-Vertical Wells
Jane Nguyen	Orange County Health Care Agency	Non-Vertical Wells, Sealing Materials (Alternate)
Jeremy Wire	Geoconsultants, Inc.	Sealing Materials, Monitoring Wells, Water Well Siting (Alternate), Water Wells (Alternate)
Jim Brookshire	Roadrunner Drilling & Pump Co., Inc.	Destruction, Water Wells
Jim Finegan	Kleinfelder, Inc.	Monitoring Wells (Alternate)
Jim Strandberg	Woodard & Curran	Sealing Materials, Large-Diameter Infiltration Wells, Destruction, GHEW
Joe Parsons	ClimateMaster, Inc.	Non-Vertical Wells, GHEW
Joe Zilles	Kleinfelder, Inc.	Monitoring Wells
John Ricker	County of Santa Cruz Health Service Agency	Large-Diameter Infiltration Wells, Cathodic Protection Wells (Alternate), GHEW (Alternate)
Kassy Chauhan	Fresno Irrigation District/North Kings Groundwater Sustainability Agency	Sealing Materials

**Bulletin 74 TAC Members and Alternates**

<b>Name</b>	<b>Employer</b>	<b>Focus Group Assignments</b>
Keith Packard	East Bay Municipal Utility District	Cathodic Protection Wells
Kevin Brown	Water Boards - SF Bay	Large-Diameter Infiltration Wells, Water Wells, Water Well Siting (Alternate), Destruction (Alternate), Monitoring Wells (Alternate), GHEW (Alternate)
Kevin McGillicuddy	Roscoe Moss Company	Water Wells, Non-Vertical Wells(Alternate)
Kit Soo	Alameda County Water District	Cathodic Protection Wells, Large-Diameter Infiltration Wells (Alternate), Water Wells (Alternate)
Kristine Kim	Riverside County, Department of Environmental Health	Sealing Materials, Cathodic Protection Wells, Destruction (Alternate)
Larry Ernst	Affinity Engineering	Water Well Siting, Water Wells
Lisa Meline	Meline Engineering Corporation	GHEW
Mark Howard	Layne Christensen Company	Water Well Siting, Water Wells
Mark Metzner	Greensleeves LLC	GHEW
Mark Varljen	Aeroject Rocketdyne	Monitoring Wells
Michael Meyer	Michael Meyer Well Consulting	Sealing Materials (Alternate), GHEW (Alternate)
Michael Palmer	de maximis, inc.	Destruction, Monitoring Wells
Michael Ridder	Pacific Surveys, LLC	Water Well Siting (Alternate), Destruction (Alternate)
Michelle Myers	Alameda County Water District	Large-Diameter Infiltration Wells, Water Wells
Mike Duffy	Valley Water (Santa Clara Valley Water District)	Water Well Siting, GHEW, Sealing Materials (Alternate)
Mike Maggiora	Maggiora Bros. Drilling	GHEW, Cathodic Protection Wells (Alternate)
Mike Schumacher	Pacific Surveys, LLC	Water Well Siting, Destruction
Misty Kaltreider	Solano County, Department of Resource Management	Large-Diameter Infiltration Wells, Destruction, Monitoring Wells
Patrick Sarafolean	Minnesota Department of Health	Sealing Materials, Water Well Siting
Randy Dockery	Gregg Drilling LLC	Non-Vertical Wells, Monitoring Wells, Cathodic Protection Wells, GHEW
Randy Galisky	Kinder Morgan	Cathodic Protection Wells
Rod Bradley	Bradley and Sons Drilling	Monitoring Wells

**Bulletin 74 TAC Members and Alternates**

<b>Name</b>	<b>Employer</b>	<b>Focus Group Assignments</b>
Ronald Sorenson	Sorensen Groundwater Consulting, Inc.	Water Wells
Russell Kyle	Kyle Groundwater	Sealing Materials, Destruction, Water Wells, Water Well Siting (Alternate)
Steve McKim	American Construction and Supply, Inc.	Cathodic Protection Wells
Steve Turner	Los Angeles Department of Water & Power	Water Wells
Thomas Henderson	Eastern Municipal Water District	Water Wells
Todd Wallbom	Department of Toxic Substances Control	Sealing Materials, Destruction, Water Well Siting (Alternate), Monitoring Wells (Alternate)
Tom Christopherson	Groundwater Solutions Group LLC	Sealing Materials, Destruction
Tuan Nguyen	PeneCore Drilling	Monitoring Wells
Tylor McMillan	Tylor McMillan's Well Service, LLC	Destruction, Monitoring Wells (Alternate)
Vicki Jones	Merced County Department of Public Health	Water Well Siting, Water Wells

**Sealing Materials and Placement Focus Group (Phase 1)**

<b>Name</b>	<b>Employer</b>	<b>Alternate</b>
Ali Rezvani	Water Boards - Division of Drinking Water	
Allan Skouby	GeoPro, Inc.	
Bill Cameron	Valley Water (Santa Clara Valley Water District)	Mike Duffy
Curtis McCalla	South West Pump & Drilling, Inc.	
Ed Anderson	Baroid Industrial Drilling Products	
Greg Peters	Peters Drilling & Pump Service Inc.	
Jacob Gallagher	Ellingson-DTD	Brian Younkin
Jeremy Wire	Geoconsultants, Inc.	
Jim Strandberg	Woodard & Curran	Michael Meyer
Kassy Chauhan	Fresno Irrigation District/North Kings Groundwater Sustainability Agency	
Kristine Kim	Riverside County, Department of Environmental Health	Jane Nguyen, Orange County Health Agency
Patrick Sarafolean	Minnesota Department of Health, Well Completion Policy	
Russell Kyle	Kyle Groundwater	
Todd Wallbom	Department of Toxic Substances Control	Christopher Guerre
Tom Christopherson	Groundwater Solutions Group LLC	

**Water Well Siting and Design Focus Group (Phase 1)**

<b>Name</b>	<b>Employer</b>	<b>Alternate</b>
Adnan Siddiqui	Regional Water Quality Control Board, Los Angeles Region 4	
Adrienne Ellsaesser	Blackwater Consulting Engineers, Inc.	
Ali Rezvani	Water Boards - Division of Drinking Water	Kevin Brown
Amy Woodrow	Monterey County Water Resources Agency	
Bill DeBoer	Montgomery and Associates (formerly Jacobs)	
Chris Coppinger	Geoscience Support Services Inc.	Russell Kyle, Kyle Groundwater
Christopher Guerre	Department of Toxic Substances Control	Todd Wallbom
David Abbott	David W. Abbott, Consulting Geologist	Jeremy Wire, Geoconsultants, Inc.
Larry Ernst	Affinity Engineering	
Mark Howard	Layne Christensen Company	
Mike Duffy	Valley Water (Santa Clara Valley Water District)	
Mike Schumacher	Pacific Surveys, LLC	Michael Ridder
Patrick Sarafolean	Minnesota Department of Health	
Vicki Jones	Merced County Dept. of Public Health, Division of Environmental Health	Bernardino County Department of Public Health

**Large-Diameter Infiltration/Recharge Wells Focus Group (Phase 1)**

<b>Name</b>	<b>Employer</b>	<b>Alternate</b>
Adam Questad	Geosyntec	Brandon Steets
Bill Leever	Brown and Caldwell	
Chris Beegan	Water Boards – Division of Water Quality (STORMS unit)	
Curtis McCalla	South West Pump & Drilling, Inc.	
Dana Booth	Sacramento County	Chris Hunley
David Abbott	David W. Abbott, Consulting Geologist	
David Field	Orange County Water District	
Erin Huang	Jacobs	
Jim Strandberg	Woodard & Curran	
John Ricker	County of Santa Cruz Health Service Agency - Environmental Health	
Kevin Brown	Water Boards - SF Bay	
Michelle Myers	Alameda County Water District	Kit Soo
Misty Kaltreider	Solano County, Department of Resource Management	



**Non-Vertical Wells Focus Group (Phase 1)**

<b>Name</b>	<b>Employer</b>	<b>Alternate</b>
Aaron Button	State Water Resources Control Board	
Brian Villalobos	Geoscience Support Services Inc.	
Chris Coppinger	Geoscience Support Services Inc.	Kevin McGillicuddy, Roscoe Moss Company
David He	Corrosion Plus	
Ed Anderson	Baroid Industrial Drilling Products	
Jacob Gallagher	Ellingson-DTD	Brian Younkin
Jane Nguyen	Orange County Health Agency	Chris Hunley, Sacramento County Environmental Management Department
Joe Parsons	ClimateMaster, Inc.	
Randy Dockery	Gregg Drilling, LLC	

**Destruction Focus Group (Phase 1)**

<b>Name</b>	<b>Employer</b>	<b>Alternate</b>
Adnan Siddiqui	Regional Water Quality Control Board, Los Angeles Region 4	Kevin Brown
Anthony Martinez	Orange County Environmental Health	Department of Environmental Health
Bill Cameron	Valley Water (Santa Clara Valley Water District)	
Dave Fulton	Diamond Well Drilling	
Dave Vossler	West Yost	
Ed Anderson	Baroid Industrial Drilling Products	
Edd Schofield	Johnson Screens, Well Screens Sales	
Jim Brookshire	Roadrunner Drilling & Pump Co., Inc.	
Jim Strandberg	Woodard & Curran	
Michael Palmer	de maximis, inc.	
Mike Schumacher	Pacific Surveys, LLC	Michael Ridder
Misty Kaltreider	Solano County, Department of Resource MAnagement	
Russell Kyle	Kyle Groundwater	
Todd Wallbom	Department of Toxic Substances Control	Christopher Guerre
Tom Christopherson	Groundwater Solutions Group LLC	
Tylor McMillan	Tylor McMillan's Well Service, LLC	

**Water Wells Focus Group (Phase 2)**

<b>Name</b>	<b>Employer</b>	<b>Alternate</b>
Ali Rezvani	Water Boards - Division of Drinking Water	Adnan Siddiqui
Amy Woodrow	Monterey County Water Resources Agency	
Bill DeBoer	Montgomery and Associates (formerly Jacobs)	
Dave Fulton	Diamond Well Drilling	
David Abbott	David W. Abbott, Consulting Geologist	Jeremy Wire, Geoconsultants, Inc.
Jim Brookshire	Roadrunner Drilling & Pump Co., Inc.	
Kevin Brown	Water Boards - SF Bay	
Kevin McGillicuddy	Roscoe Moss Company	
Larry Ernst	Affinity Engineering	
Mark Howard	Layne Christensen Company	
Michelle Myers	Alameda County Water District	Kit Soo, Alameda County Water District
Ronald Sorenson	Sorensen Groundwater Consulting, Inc.	
Russell Kyle	Kyle Groundwater	
Steve Turner	LADWP	
Thomas Henderson	Eastern Municipal Water District	
Vicki Jones	Merced County Dept. of Public Health, Division of Environmental Health	David Alaniz, San Bernardino County Department of Public Health

**Monitoring Wells Focus Group (Phase 2)**

<b>Name</b>	<b>Employer</b>	<b>Alternate</b>
Adnan Siddiqui	Regional Water Quality Control Board, Los Angeles Region 4	Kevin Brown
Alexandra Calderon	San Bernardino County Environmental Health Services	Greg Reyes, County of Riverside, Environmental Health
Bill Cameron	Valley Water (Santa Clara Valley Water District)	
Bill DeBoer	Montgomery and Associates (formerly Jacobs)	
Christopher Guerre	Department of Toxic Substances Control	Todd Wallbom
Dana Booth	Sacramento County	
Greg Peters	Peters Drilling & Pump Service Inc.	
Jeremy Wire	Geoconsultants, Inc.	Tylor McMillan, Tylor McMillan's Well Service, LLC
Joe Zilles	Kleinfelder, Inc.	Jim Finegan
Mark Varljen	Aerojet Rocketdyne	
Michael Palmer	de maximis, inc.	
Misty Kaltreider	Solano County, Department of Resource Management	
Randy Dockery	Gregg Drilling, LLC	
Rod Bradley	Bradley and Sons Drilling	
Tuan Nguyen	PeneCore Drilling	

**Cathodic Protection Wells Focus Group (Phase 2)**

<b>Name</b>	<b>Employer</b>	<b>Alternate</b>
Aaron Button	State Water Resources Control Board	
Cade Johnson	Coffman Engineers	
Dan McGrew	Farwest Corrosion	
Dave Landino	Landino Drilling	Mike Maggiora, Maggiora Bros. Drilling
David He	Corrosion Plus	
Ed Anderson	Baroid Industrial Drilling Products	
Keith Packard	East Bay Municipal Utility District	
Kit Soo	Alameda County Water District	
Kristine Kim	Riverside County, Department of Environmental Health	John Ricker, County of Santa Cruz Health Service Agency - Environmental Health
Randy Dockery	Gregg Drilling, LLC	
Randy Galisky	Kinder Morgan	
Steve McKim	American Construction and Supply, Inc.	

**Geothermal Heat Exchange Wells Focus Group (Phase 2)**

<b>Name</b>	<b>Employer</b>	<b>Alternate</b>
Aaron Button	State Water Resources Control Board	Kevin Brown
Allan Skouby	GeoPro, Inc.	
Chris Hunley	Sacramento County Environmental Management Department	John Ricker, County of Santa Cruz Health Service Agency - Environmental Health
Ed Anderson	Baroid Industrial Drilling Products	
Jim Strandberg	Woodard & Curran	
Joe Parsons	ClimateMaster, Inc.	
Lisa Meline	Meline Engineering Corporation	
Mark Metzger		
Mike Duffy	Valley Water (Santa Clara Valley Water District)	Bill Cameron
Mike Maggiora	Maggiora Bros. Drilling	Michael Meyer, Michael Meyer Well Consulting
Randy Dockery	Gregg Drilling, LLC	

# **DWR Bulletin 74: California Well Standards Technical Advisory Committee (TAC) Charter**

DRAFT Version: December 17, 2020

## **Purpose of the TAC**

The Department of Water Resources (DWR) is convening a diverse and representative Technical Advisory Committee (TAC) of industry, government, and other stakeholders to advise DWR in updating *Bulletin 74: California Well Standards*. Bulletin 74 sets the minimum standards for water, monitoring, cathodic protection, and geothermal heat exchange wells, with the purpose of protecting California's groundwater quality. The updated Bulletin 74, developed by DWR, with TAC input, will be submitted to the State Water Resources Control Board for adoption into a Statewide Model Well Ordinance.

The TAC will support DWR in developing updated Well Standards that are enforceable, protective, and based on current state of knowledge and best practices.

## **Meeting Schedule, Notification, and Communication**

- The TAC is scheduled to meet during March 2021 – March 2022 to advise DWR on specific elements of the Well Standards. The TAC will also reconvene later to preview Public Review Draft and Final Standards. Please see the attached TAC Meeting Schedule.
- Meeting agendas and materials will be provided at least one week in advance. A Preview Webinar will be released for viewing one week prior to Meeting 1 of each Focus Group.
- Meeting summaries will be provided within two weeks of each meeting to capture the key discussion items and/or feedback.
- Following conclusion of the TAC Phase 2 meetings, DWR will prepare an Administrative Draft to be reviewed internally, followed by a Public Review Draft, which will be released for additional comments and input.

## **Guiding Principles for the Process**

- Communication and collaboration create a better final product.
- All member agencies, individuals, and organizations have an important voice at the table.
- Education is the key to understanding; when a challenging issue appears, explanation is encouraged—even if it takes time to work through.
- All issues raised by members are valid and will be given due attention; respecting all perspectives is paramount.

## **TAC Membership**

The full TAC membership, listed by Focus Group assignments, is in the attached Bulletin 74 TAC Member Roster.

## **Advisory Role of TAC to DWR**

- DWR appreciates the time and effort being given by the TAC members to provide input.
- The TAC will be giving advice and input to DWR for the purpose of updating the Well Standards. DWR will identify issues in advance for technical discourse and deliberation by the TAC.
- Consensus is not expected among the members and DWR and there is no guarantee that any suggestions or input will be included in the final product—although all input will be considered accordingly.
- DWR retains the final authority to create the package that is delivered to SWRCB—and will include in that document as much content as possible that reflects the input from the TAC.
- “Formal” organizational comments reflecting positions on this document are not expected during the TAC phase of the project, given the advisory, research, and fact-finding focus of the effort. The revised draft version and public review process, along with the SWRCB MWO process are the appropriate forums for formal comments, if desired.
- DWR may request written feedback on draft content during the TAC process, however, as a rule, all input should be provided during the TAC Focus Group meetings.



## **TAC Member Responsibilities**

- Participate in the six Plenary and assigned Focus Groups meetings.
- Come prepared. Review required reading and materials prior to meetings. View Preview Webinar (pre-recorded) one week prior to Meeting 1 of assigned Focus Groups.
- If representing a group, agency, or organization, serve as liaison to the constituency of the member's organization by collecting constituents' input and reporting back outcomes.
- Express constituency's interests and learn the interests of other TAC members to inform joint learning.
- Research is a key component of this review and input process. Investigate and share new or uncovered research or "best practices."
- Assist in disseminating information about the Public Review process to constituents.
- Strive to identify areas of alignment and divergence of opinions and generate options that meet multiple interests.
- Identify remaining areas of uncertainty and recommend priority research areas to reduce uncertainty.
- If requested by DWR, provide written feedback and input on draft content.

## **Focus Groups**

Focus Group discussions are the primary forum for providing input to DWR during the TAC process. Each TAC member serves on one or more of the nine Focus Groups. Focus Groups discuss key unresolved issues identified by the Project Team.

TAC members may engage with the Focus Groups as members, alternates, and observers as outlined below:

- Members – DWR has identified 9 – 16 TAC members to serve on each of the Focus Groups.
- Alternates – In some cases, DWR has identified alternates for the primary Focus Group members. The primary members and alternates must keep each other briefed on the Focus Group discussions.

- Observers – Any TAC member or member of the public may observe a TAC Plenary or Focus Group. In the role of observer, they will remain on mute and will listen only. They will RSVP for the meeting to be provided meeting materials in advance.

## **Ground Rules**

The TAC will utilize standing ground rules regarding TAC and Focus Group meeting protocol and may modify them as appropriate. TAC members agree to:

- Articulate their interests clearly.
- View disagreements as problems to be solved rather than battles to be won.
- Speak in “I” statements. Do not ascribe motives or intentions to other participants.
- Respect the integrity and values of other participants.
- Keep commitments and attend all meetings. Participation is voluntary, but consistent involvement will assist the productivity of the discussions and avoid revisiting of past discussions.
- Respect the group’s need to cover many issues efficiently by refraining repetition of the same point multiple times.
- Use conversational courtesy and let speakers finish their thoughts.
- Appreciate humor as appropriate but do not engage in humor at the expense of others.

## **External Communications**

- TAC members are encouraged to communicate with the constituency of the organizations they represent.
- TAC members are encouraged to communicate with each other between meetings.
- TAC members will refrain from providing any materials, drafts to the media or to attribute views or perspectives of other TAC members or DWR to the media, recognizing these are works in progress and could be misinterpreted out of context. The intent is for TAC members to feel comfortable exploring their interests and generating options.

## Meeting Schedule

There are two phases of TAC meetings, each about four months in length. Phase 1 will take place from March to June 2021 according to the following schedule:

### Phase 1 Meeting Schedule

Group	Day & Time	Meeting Dates (March – June 2021)
Plenary	Mondays 1-5pm	1. March 1, 2021 2. June 21, 2021
Sealing Materials and Placement Focus Group	Mondays 1-4pm	1. March 8, 2021 (Preview Webinar) 2. March 15, 2021 3. April 12, 2021
Water Well Siting and Design Focus Group	Mondays 1-4 pm	1. March 15, 2021 (Preview Webinar) 2. March 22, 2021 3. April 19, 2021
Large Diameter Infiltration/Recharge Wells Focus Group	Wednesdays 1-4pm	1. March 29, 2021 (Preview Webinar) 2. April 5, 2021 3. May 3, 2021
Non-Vertical Wells Focus Group	Wednesdays 1-4pm	1. April 14, 2021 (Preview Webinar) 2. April 21, 2021 3. May 19, 2021
Destruction Focus Group	Wednesdays 1-4pm	1. April 28, 2021 (Preview Webinar) 2. May 5, 2021 3. June 2, 2021

Phase 2 will take place from November 2021 through February 2022. The TAC will reconvene later to preview Public Review Draft and Final Standards.

Following is the Phase 2 meeting schedule:

**Phase 2 Meeting Schedule**

<b>Group</b>	<b>Meeting Time</b>	<b>Meeting Dates (November 2021 – February 2022)</b>
Plenary	Mondays 1-5pm	<ol style="list-style-type: none"> <li>1. November 1, 2021</li> <li>2. February 29, 2022</li> <li>3. August 2022 (Preview of Public Review Draft)</li> <li>4. November 2022 (Preview of Final Standards)</li> </ol>
Water Wells Focus Group	Mondays 1-4pm	<ol style="list-style-type: none"> <li>5. November 1, 2021 (Preview Webinar)</li> <li>6. November 8, 2021</li> <li>7. December 6, 2022</li> <li>8. January 24, 2022</li> </ol>
Monitoring Wells Focus Group	Wednesdays 1-4pm	<ol style="list-style-type: none"> <li>1. November 15, 2021 (Preview Webinar)</li> <li>2. November 29, 2021</li> <li>3. January 17, 2022</li> </ol>
Cathodic Protection Wells Focus Group	Mondays 1-4pm	<ol style="list-style-type: none"> <li>1. December 8, 2021 (Preview Webinar)</li> <li>2. December 15, 2021</li> <li>3. February 2, 2022</li> </ol>
Geothermal Heat Exchange Wells Focus Group	Wednesdays 1-4pm	<ol style="list-style-type: none"> <li>1. January 5, 2022 (Preview Webinar)</li> <li>2. January 12, 2022</li> <li>3. February 9, 2022</li> </ol>

## Proposition 1 Drinking Water Protection Grant Update

### SUMMARY/DISCUSSION:

The Monterey County Water Resources Agency (MCWRA) is implementing the *Protection of Domestic Drinking Water Supplies for the Lower Salinas Valley* project (Project), which involves the destruction of approximately 105 wells in the coastal Salinas Valley region (Attachment 1) under a Proposition 1 Implementation Grant from the State Water Resources Control Board (SWRCB). The Project is also fulfilling the well destruction requirements of Ordinance No. 3790 (Attachment 2).

MCWRA has conducted a field effort to locate and identify the wells that will be destroyed as part of the Project. The list of wells investigated for the Project is based on a list of known wells in Zone 2B and wells identified in a 1994 report by Staal Gardner & Dunne (Attachment 3). To date, forty-five (45) wells have been located and positively identified. Continued field efforts and outreach to well owners/operators will be necessary to locate the remaining wells.

Wells that will be destroyed as part of the Project must be classified as abandoned, per Ordinance No. 3790. Thirty-nine (39) of the wells that have been located had a classification other than abandoned, meaning that the well's status needed to be reclassified to "abandoned" by the MCWRA General Manager. As prescribed in Ordinance No. 3790, MCWRA sent a notification to the owner(s) and operator(s) of each well describing the Project and the reclassification of the well's status to "abandoned." The well owner(s) or other interested party has fifteen (15) days, or until January 21, 2021, to notify the Agency in writing of a desire to appeal the reclassification decision.

The remaining six (6) wells that have been located are currently classified as abandoned. The owner(s) and operator(s) of these abandoned wells received a letter from MCWRA with notification of the pending destruction of the well. The well owner(s) or other interested party has sixty-five (65) days, or until March 7, 2021, to notify MCWRA in writing of a desire to appeal the well destruction.

### OTHER AGENCY INVOLVEMENT:

None

### FINANCING:

This Project is funded in part by a Proposition 1 Implementation Grant from the SWRCB. Total funding for the project is \$9,125,524 with 54% coming from the SWRCB and 46% coming from MCWRA as match. The MCWRA match is met through a combination of in-kind services totaling \$1,534,495 and additional funds totaling \$2,663,300 over a three-year period.

The additional \$2,663,300 will come from fund balance in Fund 131 unless MCWRA is able to secure other outside sources of funding. On January 27, 2021, MCWRA will be requesting that

the Board of Supervisors Budget Committee authorize a transfer of \$399,499 from the Cannabis Assignment to MCWRA for the current fiscal year. For the remaining two fiscal years of the Project, MCWRA will request transfers from the Cannabis Assignment totaling \$2,263,801 for the remaining in additional funds that are needed.

MCWRA also continues to seek contributions from water purveyors in the Project area.

Prepared by: Amy Woodrow, Hydrologist, (831) 755-4860  
Tamara Voss, Associate Hydrologist (831) 744-4860

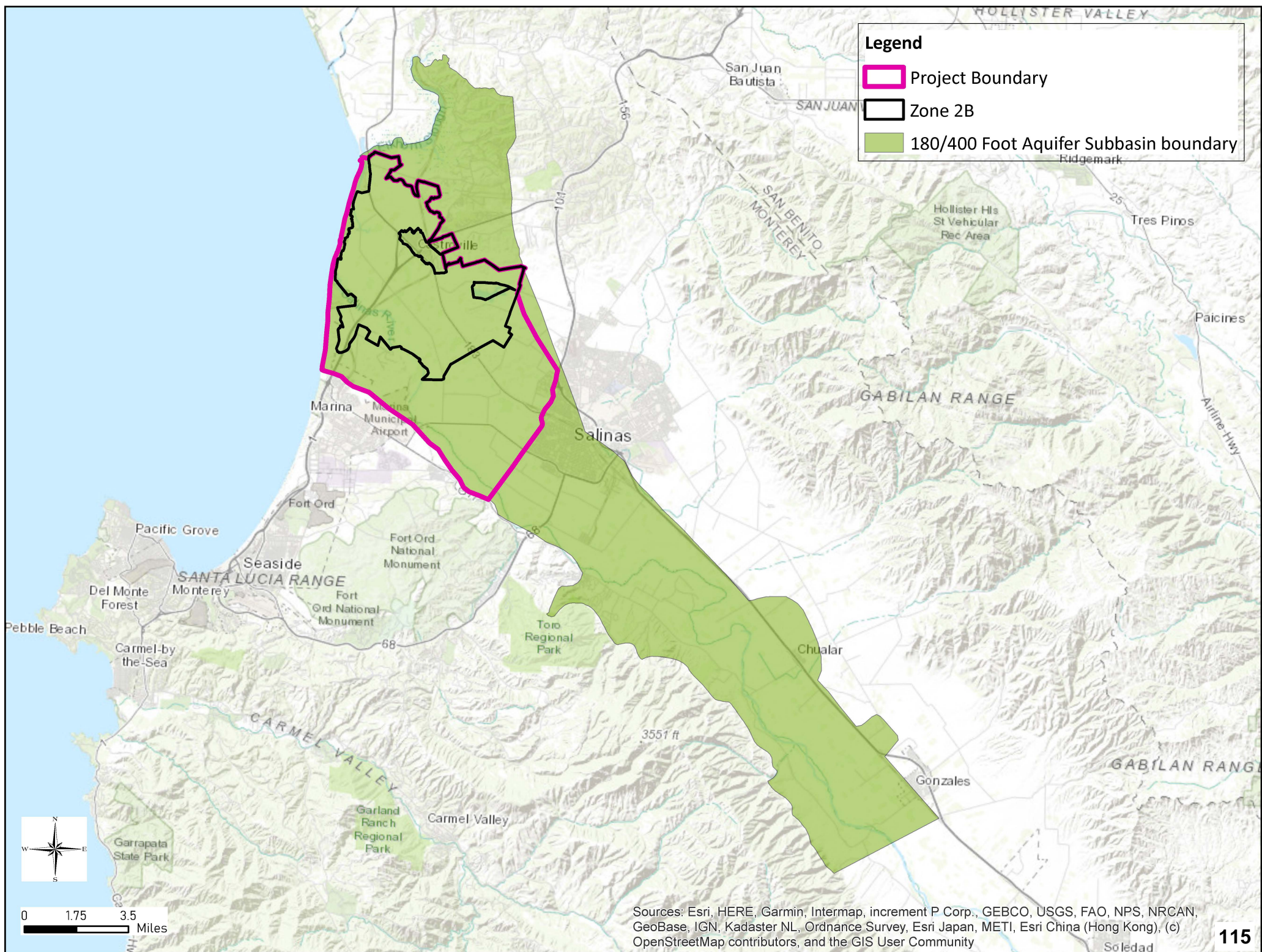
Attachments

Attachment 1 – Project Area Map

Attachment 2 – Ordinance No. 3790

Attachment 3 – Staal Gardner & Dunne (1994) Report





Don

COPY

Monterey County  
Water Resources Agency

Ordinance No. 03790

AN ORDINANCE OF  
THE MONTEREY COUNTY WATER RESOURCES AGENCY  
ESTABLISHING REGULATIONS FOR THE CLASSIFICATION,  
OPERATION, MAINTENANCE AND DESTRUCTION OF  
GROUNDWATER WELLS IN MCWRA ZONE 2B,  
TO PROTECT THE SALINAS VALLEY GROUNDWATER BASIN  
AGAINST FURTHER SEAWATER INTRUSION

COUNTY COUNSEL SUMMARY

This ordinance provides for the management of all groundwater wells within the Castroville Seawater Intrusion Project area, known as Zone 2B, following completion and start-up of the Castroville Seawater Intrusion Project. It prohibits and otherwise restricts pumping from groundwater wells in Zone 2B, and it provides for the classification of the various wells, for the maintenance and limited operation of standby wells, and for the destruction of abandoned wells, contaminated wells, wells that allow cross-contamination of aquifers in intruded areas, and other wells. The ordinance establishes a procedure for the destruction of wells, a variance procedure, an appeals procedure, and penalties for violations of the ordinance.

The Board of Supervisors of the Monterey County Water Resources Agency makes the following findings:

A. Appropriate studies have been conducted by the Monterey County Water Resources Agency (MCWRA), and based upon those studies, the Board of Supervisors determines that the portion of the Salinas Valley Groundwater Basin that underlies MCWRA Zone 2B is threatened with the loss of a usable water supply as a result of seawater intrusion into that portion of the groundwater basin, in each of the aquifers at all depths underlying Zone 2B.

B. Pursuant to the MCWRA Act, West's Water Code Appendix, Chapter 52, section 52-22, the Board determines that it is necessary to take steps prohibiting and otherwise restricting the withdrawal of water from the portion of the Salinas Valley Groundwater Basin underlying Zone 2B, in order to deter the further intrusion of underground seawater in Zone 2B, by establishing and defining the area and depth from which the further extraction of groundwater is prohibited.

(WELLORD8.ORD - 11/1/94)



C. The Board has conducted a public hearing upon the proposed determination, with notice of the hearing given in the manner prescribed in Government Code Sec. 6065. At the hearing, the Board accepted evidence showing the nature and extent of the threat of seawater intrusion and the facilities proposed in order to provide to the area threatened a substitute supply of surface water.

D. Said hearing having been concluded, the Board determines that a threat of seawater intrusion exists which will be aggravated by continued groundwater extraction in the 180-foot aquifer, the 400-foot aquifer, and the deep aquifer, at all depths therein underlying Zone 2B, and that the prohibitions and restrictions on the pumping of groundwater in these aquifers are necessary in order to alleviate the seawater intrusion problem. The Board further determines that the Castroville Seawater Intrusion Project (CSIP) will provide a substitute water supply that will be adequate to replace the water supply previously available from the wells that will be affected by the prohibition against pumping.

E. The CSIP is designed to supply all of the agricultural water needs in Zone 2B. This water will be obtained from the Salinas Valley Reclamation Project (SVRP) and from the supplemental wells that will be maintained and operated by the MCWRA as part of the CSIP. Water from the SVRP will provide the basic water supply for the CSIP, and water from the supplemental wells will be used to meet peak demands during the heavy irrigation season and to provide a backup water supply when the SVRP does not produce its full quota of water.

F. Property owners and growers in Zone 2B have requested that additional wells be maintained as standby wells, as an additional assurance that an adequate water supply will be available at all times. The ultimate success of the CSIP depends upon the reduction of groundwater pumping from Zone 2B. However, the maintenance of standby wells at the expense of owners is an appropriate action and will not compromise the success of the CSIP if such standby wells are maintained and operated under the limitations set forth in this ordinance.

G. The CSIP and the regulations set forth in this ordinance are designed as measures to protect the groundwater supply in the northern part of the Salinas Valley Groundwater Basin. They are not intended to effect any diminution in the basic groundwater rights held by overlying owners in the area subject to regulation but are put into effect in furtherance of the MCWRA's duty to manage the Salinas Valley Groundwater Basin and to protect the water supplies therein. By complying with these regulations and by participating in the CSIP, the overlying owners do not waive or prejudice any water rights held by them, now or in the future. If at some time in

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the future, these regulations or any successor regulations are no longer necessary to protect the groundwater basin and are then modified or removed, then the groundwater rights of the overlying owners in Zone 2B will be exercisable in conformity with such laws as may then be in effect, and the overlying owners will suffer no prejudice in that regard because of the CSIP, these regulations, or any successor regulations.

H. On April 7, 1992, in Resolution No. 92-126, the Board of Supervisors described and approved the Castroville Irrigation System (now known as the Castroville Seawater Intrusion Project or CSIP), as a separate project within the Salinas Valley Seawater Intrusion Program, and certified that the Final EIR for the project (CSIP EIR) was complete and was prepared in compliance with the California Environmental Quality Act. As so described and approved, the project included the proposed enactment of an ordinance to prohibit or restrict the further pumping of groundwater from within Zone 2B. The present ordinance is consistent with the ordinance described and approved in Resolution No. 92-126 and in the CSIP EIR certified therein; it is proposed as part of the CSIP and is within the scope of the project described in the CSIP EIR; it will cause no new environmental effects beyond those considered in the CSIP EIR and no new mitigation measures need be considered for this ordinance; and it does not require further environmental review.

NOW, THEREFORE, the Board of Supervisors of the Monterey County Water Resources Agency ordains as follows:

SECTION 1. The following provisions are adopted:

#### PART I -- DEFINITIONS

##### **1.01.01. GENERAL APPLICATION**

As used in this ordinance, the following words shall have the meaning provided in this part.

##### **1.01.02 ABANDONED WELL**

"Abandoned Well" means any well whose original purpose and use have been permanently discontinued or which is in such a state of disrepair that it cannot be used for its original purpose. A well is deemed to be an abandoned well when it has not been used for a period of one year, unless the owner demonstrates his or her intent to use the well again for supplying water or other associated purposes. A well classified under this ordinance as a standby well shall not be deemed to be an abandoned well for as long as such classification remains in effect, despite any period of non-use of such well.

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#### **1.01.03     AQUIFER STORAGE AND RECOVERY (ASR) WELL**

An "aquifer storage and recovery (ASR) well" is a well proposed, maintained, or operated by the MCWRA or by the Monterey Regional Water Pollution Control Agency as part of an aquifer storage and recovery project.

#### **1.01.04     CATHODIC PROTECTION WELL**

"Cathodic Protection Well" means any artificial excavation in excess of fifty feet in depth constructed by any method for the purpose of installing equipment or facilities for the protection electronically of metallic equipment in contact with the ground, commonly referred to as cathodic protection.

#### **1.01.05     COMMERCIAL OR INDUSTRIAL WELL**

"Commercial or industrial well" means any well used to supply water for commercial or industrial purposes, excluding any well that is used in whole or in part to supply water for agricultural irrigation. A commercial or industrial well may also be classified as a domestic well, provided that it shall not also be classified as a standby well.

#### **1.01.06     DOMESTIC WELL**

"Domestic well" means a well used for the supply of groundwater for potable uses. A domestic well may also be classified as a standby well for agricultural use.

#### **1.01.07     GENERAL MANAGER**

"General Manager" means the MCWRA General Manager or his or her designee.

#### **1.01.08     GENDER, NUMBER, AND TENSE**

Words used in any gender include any other gender. The singular number includes the plural, and the plural the singular. Words used in the present tense include the future as well as the present.

#### **1.01.09     MONITORING WELL**

"Monitoring Well" means any artificial excavation constructed by any method for the purpose of monitoring fluctuations in groundwater levels, quality of underground waters, or the concentration of contaminants in underground waters.

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**1.01.10 PERSON**

"Person" means any individual, organization, partnership, business, association, corporation or governmental agency.

**1.01.11 PROJECT START-UP**

"Start-up of the Castroville Seawater Intrusion Project" or "project start-up" means the date on which the General Manager declares that the project known as the Castroville Seawater Intrusion Project is operational after reclaimed water is first delivered or deliverable through the project pipeline to all customers in MCWRA Zone 2B for agricultural irrigation.

**1.01.12 PROJECT WATER**

"Project water" means water supplied to property in Zone 2B by the Castroville Seawater Intrusion Project for use in the irrigation of crops.

**1.01.13 SEAWATER INTRUDED**

An aquifer is "seawater intruded" at any particular location of measurement when, at the location of measurement, the chloride ion concentration in the aquifer exceeds 500 mg/liter, and the General Manager determines that the contamination is not a localized contamination.

**1.01.14 SECTION HEADINGS**

Section headings used in this ordinance shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of any section.

**1.01.15 STANDBY WELL**

"Standby Well" means a well not routinely operated but maintained by the well-owner for purposes of providing a water supply to the well-owner's property under emergency conditions.

**1.01.16 SUPPLEMENTAL WELL**

"Supplemental Well" means any well maintained or operated by the MCWRA as a part of the Castroville Seawater Intrusion Project.

**1.01.17 TEST WELL**

"Test Well" means any artificial excavation used for water quality testing, electric logging, water quantity testing and/or

other tests to determine aquifer quality and quantity characteristics.

**1.01.18 WELL**

"Well" or "water well" means any artificial excavation constructed by any method for the purpose of extracting water from, or injecting water into, the underground. "Well" or "water well" does not include wells used for the purpose of dewatering excavation during construction or for the purpose of stabilizing hillsides or earth embankments.

**1.01.19 ZONE 2B**

"MCWRA Zone 2B" or "Zone 2B" means the zone of benefit identified as Zone 2B and established by the MCWRA Board of Supervisors for the Castroville Irrigation System, now known as the Castroville Seawater Intrusion Project, in MCWRA Ordinance No. 3635, Section 4. The initial boundaries of Zone 2B are described in MCWRA Board of Supervisors Resolution No. 92-363 and may be amended from time to time.

**PART II -- BASIC RULES.**

**1.02.01 COMPLIANCE WITH ORDINANCE**

No person shall construct, own, operate, or maintain any water well located within the boundaries of MCWRA Zone 2B, as those boundaries may exist from time to time, except in compliance with this ordinance.

**1.02.02 OPERATION OF WELLS IN ZONE 2B**

After the expiration of 30 days following the date on which project water becomes available to any particular property within Zone 2B, no person shall operate any well within Zone 2B to provide water to such property for agricultural irrigation except when:

A. the well is a supplemental well operated by the MCWRA, or

B. the well is a standby well operated in conformity with this ordinance.

**1.02.03 IMPORTING GROUNDWATER INTO ZONE 2B**

After the start-up of the Castroville Seawater Intrusion Project, no well located anywhere in the Salinas Valley Groundwater Basin shall be used to supply water for use in the irrigation of

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agricultural lands located within Zone 2B, and no person shall cause, suffer, or permit such use of such water, unless:

A. the well from which such water is obtained is a supplemental well operated by the MCWRA as part of the Castroville Seawater Intrusion Project or the well is operated by the MCWRA as part of another water supply project, or

B. the well from which such water is obtained is a standby well operated in conformity with this ordinance.

#### **1.02.04 EXPORTING GROUNDWATER FROM ZONE 2B**

After the start-up of the Castroville Seawater Intrusion Project, no well located anywhere within the external boundaries of Zone 2B (including wells that are located within Zone 2B and wells that are located within island exclusions from Zone 2B that are surrounded by Zone 2B) shall be used to supply water for use outside of the external boundaries of Zone 2B, and no person shall cause, suffer, or permit such use of such water, except that water from wells within the external boundaries of Zone 2B may be used outside the external boundaries of Zone 2B under the following circumstances:

A. The water is used for domestic purposes on parcels that are immediately adjacent to the external boundaries of Zone 2B; or

B. The water is used for domestic purposes on other parcels where the use has been established and water delivery pipelines are in place for such delivery on or before the effective date of this ordinance.

#### **1.02.05 DESTRUCTION OF WELLS**

After the start-up of the Castroville Seawater Intrusion Project, no person shall own, operate, or maintain a well in Zone 2B if such well is required to be destroyed, in violation of such destruction requirement, and no person shall interfere with actions taken by the MCWRA to accomplish the destruction of such a well in conformity with this ordinance.

#### **1.02.06 COMPLIANCE WITH CHAPTER 15.08 STANDARDS**

Except as otherwise expressly provided herein, all wells located in Zone 2B shall conform with all of the provisions of Chapter 15.08 of the Monterey County Code.

#### 1.02.07 CONSTRUCTION OF WELLS

No person may construct a well in Zone 2B without first obtaining a permit from the General Manager. The General Manager shall not issue a permit for construction of a well unless he or she finds that the construction will be consistent with the purposes of this ordinance and that the proposed well will be of a type specified in section 1.02.08.C, subsections 1-8.

#### 1.02.08 CLASSIFICATION OF WELLS

A. Prior to the start-up of the Castroville Seawater Intrusion Project, the General Manager shall classify all wells located in Zone 2B and notify all well owners of the classification of their well.

B. At any time, the owner of a well may apply to the General Manager for a change in classification, pursuant to this ordinance. Upon receipt of new information or upon evidence of changed conditions, the General Manager may, on his or her own initiative, change the classification of a well, upon giving 30 days' advance notice in writing to the owner thereof. Before making any reclassification, the General Manager must find that the well no longer qualifies for its existing classification, or that the existing classification was made in error. The General Manager may, and at the request of the well owner, shall hold a public hearing to determine the appropriate classification or reclassification of any well.

C. The well classifications are as follows:

1. Supplemental well.
2. Aquifer storage and recovery (ASR) well.
3. Domestic well.
4. Commercial or industrial well.
5. Monitoring well.
6. Test well.
7. Cathodic protection well.
8. Standby well.
9. Abandoned well.
10. Other well.

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D. When a well is classified or reclassified as a domestic well or as a commercial or industrial well, the General Manager shall identify by parcel number and/or street address the place where water from such well may be used, and may restrict the use of such water to a portion of the identified parcel.

### PART III -- WELL DESTRUCTION

#### **1.03.01 GENERAL RULE GOVERNING DESTRUCTION OF WELLS**

Except as otherwise provided herein, all wells which are located in Zone 2B shall be destroyed in conformity with the provisions of this ordinance. The destruction of any well located in MCWRA Zone 2B shall be governed by this ordinance, and Chapter 15.08 of the Monterey County Code shall not be construed to require the destruction of any well located in Zone 2B. Chapter 15.08 of the Monterey County Code shall apply to the destruction of wells in Zone 2B only to the extent that reference is made herein to such Chapter 15.08.

#### **1.03.02 WELLS EXEMPT FROM DESTRUCTION**

The following wells which have not been abandoned and which do not fit within the description in Section 1.03.04.B are exempt from destruction, for as long as they are so classified:

- A. Supplemental wells.
- B. ASR wells.
- C. Domestic wells.
- D. Commercial or industrial wells.
- E. Monitoring wells.
- F. Test wells.
- G. Cathodic protection wells.
- H. Standby wells.
- I. A well for which an application is pending for a classification that would exempt the well from destruction, provided that the applicant makes every reasonable effort to have the application determined promptly.

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### **1.03.03 PREVIOUSLY ABANDONED WELLS**

A. Each well abandoned prior to the start-up of the Castroville Seawater Intrusion Project shall be destroyed by the owner thereof in accordance with the methods prescribed or referenced in Monterey County Code Chapter 15.08. All costs associated with destruction of such wells shall be borne by the well owner.

B. If any well required to be destroyed by its owner pursuant to this section is not destroyed before the expiration of two years after project start-up, then the General Manager may cause the well to be destroyed, pursuant to the procedures specified below, in section 1.03.06, except that the cost of such destruction shall be charged to the property owner. The MCWRA may file a civil action against the owner to collect such cost, or the amount may be collected in any criminal proceeding against the owner for failure to destroy the well.

### **1.03.04 CONTAMINATED AND CROSS-CONTAMINATING WELLS**

Each well meeting any of the criteria set forth below, other than wells which are required to be destroyed pursuant to Section 1.03.03, shall be destroyed by the MCWRA within two years after start-up of the Castroville Seawater Intrusion Project. All costs for destruction of such wells shall be borne by the MCWRA. The General Manager may extend the time for destruction of such wells when funds are not available or budgeted for such purpose. The criteria for such wells are as follows:

A. Any well that is found by the General Manager to be perforated in both the 180-foot aquifer and any underlying aquifer.

B. Any well that is found by the General Manager to have perforations in two aquifers, improper seals, or other improper construction or condition of the well, such that the well provides an actual or potential conduit for water in a seawater intruded area of an aquifer to enter a non-intruded area of a separate aquifer.

### **1.03.05 DESTRUCTION OF NON-EXEMPT WELLS**

Each well that is not exempt from destruction, and that is not required to be destroyed pursuant to section 1.03.03 or 1.03.04, shall be destroyed pursuant to this section in conformity with a schedule adopted by the MCWRA Board of Directors. Said schedule shall provide that the destruction of such wells shall not begin (a) until the Castroville Seawater Intrusion Project has established a satisfactory record of water deliveries, as determined by the Board of Directors, or (b) until at least one year after the start-up of the Castroville Seawater Intrusion Project, whichever occurs later.

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Said schedule may provide for destruction to be completed within three years after project start-up. The Board of Directors may delegate authority to the General Manager to amend the schedule from time to time. Said wells shall be destroyed by the MCWRA in accordance with the methods prescribed or referenced in Monterey County Code Chapter 15.08. The MCWRA shall bear the cost of such destruction.

#### **1.03.06 PROCEDURE FOR DESTRUCTION OF WELLS**

At least 90 days before the MCWRA destroys any particular well, the General Manager shall give written notice to the owner of the well that the well will be destroyed. Notice shall be deemed sufficient if sent by registered or certified U.S. mail, return receipt requested, to the name and address shown as that of the owner of the real property on which the well is located, in the latest available official records of the Monterey County Assessor. The notice shall identify the well in question and the property on which it is located and shall advise the owner of the proposed action to be taken, the proposed timing of the action, and his or her right of appeal as provided herein. The notice shall further state that if the property on which the well is located is leased, the owner must provide a copy of the notice to the tenant, and tenant on the property will also have a right of appeal.

### **PART IV -- STANDBY WELL CLASSIFICATION.**

#### **1.04.01 CRITERIA FOR CLASSIFICATION AS STANDBY WELL**

The General Manager shall classify a well as a standby well, whether on the initial classification or on a change in classification, if he or she makes both of the following findings:

A. The well does not meet any of the criteria for destruction described in Section 1.03.04 of this ordinance.

B. The owner of the well will comply with all of the requirements of this ordinance applicable to standby wells.

#### **1.04.03 INSPECTIONS**

The MCWRA may at any time inspect any standby well and any well for which the owner submits an application for classification as a standby well, to ensure that the well and its appurtenant facilities do or will comply with this ordinance. Access to the well site shall be maintained by the well owner, and the MCWRA shall have the right of access to inspect the well at all times.

PART V -- STANDBY WELL REGULATIONS.

**1.05.01 GENERAL RULE**

A well that has been classified as a standby well shall immediately thereupon be subject to the regulations set forth below.

**1.05.02 FLOWMETER**

A flowmeter shall be installed on all of the standby wells at the expense of the well owner and shall be fully maintained by the owner in accordance with MCWRA requirements.

**1.05.03 ACCESS**

Access to the standby well site shall be maintained by the well owner, and the MCWRA shall have the right of access to inspect the well at all times.

**1.05.04 USE OF STANDBY WELLS DURING FIRST TWO YEARS AFTER PROJECT START-UP**

During the first 24 months after project start-up, standby wells may be used intermittently to supply irrigation water to lands within Zone 2B, without regard to whether an emergency exists. The purpose of this section is to enable growers and the Agency to make the transition from reliance on well water to reliance on project water with a minimum of interruption in the grower's water supply.

**1.05.05 AUTHORIZED PURPOSES FOR OPERATION OF STANDBY WELLS**

Standby wells may be operated only for the following purposes:

- A. To perform routine maintenance on the standby well;
- B. To provide an irrigation water supply for property in Zone 2B in an emergency as described in section 1.05.06;
- C. To provide potable water when the standby well is used as a domestic well.
- D. To provide a water supply for the irrigation of any crop or crops for which irrigation with water supplied by the project is prohibited by any law, rule or regulation established by any entity or agency with authority over the irrigation of such crops.

#### 1.05.06 EMERGENCY JUSTIFYING OPERATION OF STANDBY WELL

An emergency exists and justifies use of standby wells when all of the following circumstances occur:

A. The grower has given advance notice of his or her need for project water and a schedule for delivery of water to the grower's property has been set, in conformity with procedures established by the MCWRA; and

B. The MCWRA fails to deliver project water on schedule; and

C. The grower then makes contact with the MCWRA by telephone and the MCWRA confirms that the water will not be delivered on the day scheduled for delivery.

#### 1.05.07 COMPLIANCE WITH HEALTH DEPARTMENT REGULATIONS

No standby well shall be used as a domestic well unless such use is in compliance with applicable health regulations, and unless the well is maintained in compliance with such health regulations.

#### 1.05.08 OWNERSHIP

Standby wells shall remain under private ownership, and are not the property of the MCWRA.

#### 1.05.09 COSTS OF MAINTENANCE AND OPERATION

All costs associated with maintenance and operation of standby wells shall be borne by the owner or operator of said well, or by such other person as may agree to assume such costs.

### PART VI -- VARIANCES.

#### 1.06.01 APPLICATION

Any person may, at any time, apply in writing for a variance from the strict application of this ordinance. The application for the variance shall be filed with the MCWRA. The General Manager may dispense with the requirement of a written application upon finding that an emergency condition requires immediate action on the variance request.

#### 1.06.02 PLAN FOR COMPLIANCE

The applicant shall, as part of the variance application, submit a plan describing how and when the applicant will comply with this ordinance without the need for a variance. Compliance with

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this plan, as presented by the applicant or as modified by the General Manager, shall be a condition of granting the variance. The General Manager may waive the requirement for such a plan if he or she finds that compliance would not be feasible.

#### **1.06.03 FINDINGS FOR GRANT OF VARIANCE**

The General Manager may grant a variance from the terms of this ordinance upon making the finding that the strict application of the ordinance would create an undue hardship, or that an emergency condition requires that the variance be granted.

#### **1.06.04 CONDITIONS ON GRANT OF VARIANCE**

In granting a variance, the General Manager may impose any conditions in order to ensure that the variance is consistent with the overall goals of this ordinance. Variances may be granted for a limited period of time. The variance and all time limits and other conditions attached to the variance shall be set forth in writing, and a copy of the written variance shall be provided to the applicant.

#### **1.06.06 COMPLIANCE WITH TERMS OF VARIANCE**

No person shall operate or maintain a groundwater well for which a variance has been granted hereunder, or use water therefrom, in violation of any of the terms or conditions of the variance.

### **PART VII -- APPEALS**

#### **1.07.01 PUBLIC HEARING RIGHTS OF APPLICANTS AND INTERESTED PARTIES**

Applicants may attend all public meetings and public hearings held by the General Manager on their applications and may submit such written and documentary evidence as may be relevant to the consideration of an application, whether or not a public meeting or hearing is held. Any interested person, other than an applicant, may also attend the public meetings or public hearings at which the General Manager considers an appealable decision and may submit such written and documentary evidence as may be relevant to the consideration of an application, whether or not a public meeting or hearing is held, provided that such party shall simultaneously submit copies of all such information to the applicant and shall show proof of such submittal to the General Manager along with the written information provided to the General Manager. Any such interested person may then, in writing, request a copy of the General Manager's written decision.

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#### 1.07.02 RIGHT OF APPEAL

Any applicant or interested party may appeal any decision by which the General Manager (a) orders the destruction of any privately owned well under this ordinance, (b) grants or denies a variance, permit, classification, or reclassification under this ordinance; (c) gives or withholds any consent when such consent is established by this ordinance as a prerequisite to further action; or (d) imposes conditions on any such variance, permit, classification, reclassification, or consent. No person may file an appeal of a decision made after a public meeting or hearing on the issue unless that person attended the meeting or hearing upon which the appealable decision was based and expressed his or her concerns orally or in writing at that meeting or hearing, or unless such person filed papers with the general manager setting forth such person's concerns prior to such meeting or hearing.

#### 1.07.03 PROCEDURE ON APPEAL

A. Any appeal authorized by this ordinance shall be filed and processed as provided in the section of Ordinance No. 3539, as now in effect or as subsequently amended or superseded, pertaining to appeals, and as further supplemented in this ordinance. Any appeal must be in writing and must state the grounds upon which the appeal is made.

B. Any appeal must be filed with the general manager no later than ten days after the date the general manager issues an appealable decision, except that an appeal from a decision ordering the destruction of a privately owned well must be made no later than 60 days after the date the general manager issues the decision. A decision is issued when the decision is set forth in writing and personally delivered to the applicant, or on the fifth day after mailing said decision to the applicant, to the address provided by the applicant for such mailing. As to an interested person (other than an applicant) who has requested a copy of the written decision, the General Manager's written decision is issued when it is personally delivered to such person or on the fifth day after mailing said decision to such person, to the address provided by such person for such mailing.

C. The appeal of any decision made by the General Manager following a public meeting or public hearing shall be limited to the issues raised at the public meeting or hearing and thereafter specified in the written appeal. The appeal of any decision made by the General Manager without a public meeting or public hearing may consider any issue that might have been raised at a public hearing or meeting, provided that such issue must be specified in the written appeal.

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D. At the hearing on appeal, the hearing board will consider de novo the issues that are before the board on the appeal.

#### PART VIII -- PENALTIES.

##### **1.08.01 INFRACTION**

Any person who violates any provision of this ordinance is guilty of an infraction.

##### **1.08.02 PUBLIC NUISANCE**

Any violation of this ordinance is hereby declared to be a public nuisance.

##### **1.08.03 CONTINUING VIOLATIONS**

Any violation which occurs or continues to occur from one day to the next shall be deemed a separate violation for each day during which such violation occurs or continues to occur.

##### **1.08.04 FINE**

A. Any person who violates any provision of this ordinance which prohibits or restricts the pumping of groundwater shall be assessed a fine of \$100 for each acre-foot (or portion thereof) of water pumped in violation of this ordinance.

B. Any person who violates any other provision of this ordinance shall be assessed a fine of \$100 for each violation.

##### **1.08.05 LIABILITY FOR COSTS OF ENFORCEMENT**

Any person who violates this ordinance shall be liable for the cost of enforcement, which may include but need not be limited to the following:

- A. Cost of investigation
- B. Court costs
- C. Attorney fees
- D. Cost of monitoring compliance

PART IX -- CONCLUDING PROVISIONS

**1.09.01 SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, it shall not affect the validity of the remaining portions of this ordinance, including any other section, subsection, sentence, clause, or phrase therein.


SECTION 2. EFFECTIVE DATE. This ordinance shall take effect 30 days after its final adoption by the Board of Supervisors.

PASSED AND ADOPTED this 8th day of November, 1994, by the following vote:

AYES: Supervisors Salinas, Shipnuck, Perkins, Johnsen & Karas.


NOES: None.

ABSENT: None.

  
BARBARA SHIPNUCK, Chairwoman  
Board of Supervisors

ATTEST:

ERNEST K. MORISHITA  
Clerk of the Board

By   
Deputy Clerk





MONTGOMERY WATSON

RECEIVED  
MAY 13 1994  
WATER RESOURCES  
AGENCY

May 11, 1994

Mr. Dan Barry  
Monterey County Water Resources Agency  
P.O.Box 930  
Salinas, CA 93902

Subject: Castroville Seawater Intrusion Project  
Well Destruction Priority List  
File: 2631.0191/3.1.2

Dear Mr. Barry:

Transmitted with this letter is a letter prepared by Staal, Gardner and Dunne that gives a suggested sequence to be used for destruction of wells within the Castroville Seawater Intrusion Project service area. This information is not critical at this time, but it will become important once the project is complete. It was one of the tasks in our subcontract with Staal, Gardner and Dunne. This sequence is based on the best information available at this time. It should be taken as a flexible guide that is updated as new information becomes available.

Sincerely,

Glen Grant  
Project Engineer

GG:ap

enclosure

cc: Lyndel Melton  
Glen Grant



A Fugro-McClelland Company

Montgomery Watson  
355 Lennon Lane  
Walnut Creek, California 94598-2427

May 6, 1994

Project No. 93-71-2450

Attention: Mr. Glen Grant  
Project Engineer

Subject: Castroville Seawater Intrusion Project; Preliminary Well Destruction Priority List

Dear Mr. Grant:

This letter summarizes and documents the criteria utilized in the development of the attached Well Destruction Priority List for wells in the Castroville Seawater Intrusion Project area. The list is based on available data on well completion schedules, construction methods, and water quality derived mainly from the updated well inventory.

Wells not included on the list are those wells used in any of the Supplemental Wells List alternatives (1A, 1B, 2, or 3), those being documented as sealed, and domestic wells. The updated well inventory is based on the well inventory developed by Cleath/Mann Associates (1991), which was updated by SGD to include available data on wells constructed since the original inventory was developed, and pump test and water quality data made available as a result of the Supplemental Wells assessment. Wells that were not considered viable for the Supplemental Wells system were not field checked. Therefore, the Well Destruction Priority List relies largely on the accuracy and thoroughness of the data contained in the original well inventory. Thus, additional field checking may be required prior to initiating a well destruction program.

For purposes of budgetary forecasting, an average destruction cost of about \$15,000 per well can be assumed. Based on the Well Destruction Priority List, 14 wells in the project area are known to be completed in more than one aquifer and should be destroyed as soon as possible. Based on water quality data, an additional four wells are suspected interaquifer leakers, which should also be destroyed as soon as possible. Therefore, short-term well destruction costs on the order of \$279,000 can be anticipated. The remaining wells that do not represent immediate threats to the aquifer system can be destroyed later. A summary of the number of wells that fall into the respective destruction priority categories is as follows:

Montgomery Watson  
May 6, 1994 (93-71-2450)

SGD

Destruction Priority	Description	Number of Wells
1	Wells completed in more than one aquifer	14
2	Wells suspected of interaquifer leakage based on water quality data	4
3	Wells of unknown completion (design)	63
4	Wells constructed by rotary methods with inadequate interaquifer seals	6
5	Wells of cable tool construction perforated in the 400-foot aquifer	29
6	Wells of rotary construction with adequate seals	16
7	Wells completed only in the Shallow or P-180-foot aquifers	15

We appreciate the opportunity to be of service. If you have any questions or comments, please do not hesitate to call.

Sincerely,

STAAL, GARDNER & DUNNE, INC.

  
Martin B. Feeney  
Monterey Branch Manager

MBF:gs

Attachment: Well Destruction Priority List

# WELL DESTRUCTION PRIORITY LIST1

05-May-94

DESTRUCTION PRIORITY	WELL REF	WELL NUM	YEAR	AQUIFER	DRILL METHOD	PERF RNG	SEAL DEPTH
<b>1 Wells Completed in More Than One Aquifer</b>							
	208-1	13S/02E-27M1	1976	P180/400	Rotary	208-628	
	216-1	13S/02E-27Q	1983	P180/400	Reverse	246-591	
	20-1	13S/02E-28B1	1960	P180/400	Rotary	123-640	
	285-1	13S/02E-28E1	1990	P180/400	Reverse	270-540	240
	284-1	13S/02E-28M2	1986	P400/Deep	Reverse	310-760	300
	230-1	13S/02E-36J1	1961	P180/400	Cable	207-533	
	ND-2	14S/02E-01T50	1976	P180/400	Cable	242-580	52
	63-1	14S/02E-07B50	1991	P400/Deep	Reverse	310-580	310
	70-3	14S/02E-07L50	1988	P400/Deep	Rotary	330-610	300
	157-1	14S/02E-11G1	1985	P180/400	Rotary	105-335	
	265-1	14S/02E-12N1	1968	SHW/P180	No Log	90-180	
	264-1	14S/02E-12Na	1973	SHW/P180	Cable	96-290	
	126-1	14S/02E-14M	1977	P180/400	Reverse	221-311	
	78-1	14S/02E-17B2	1947	P180/400	No Log	202-505	
<b>2 Wells Suspected Of Interaquifer Leakage</b>							
	128-1	14S/02E-10P50	1978	P400	Reverse	330-624	320
	158-1	14S/02E-10R2	1948	P400	No Log		
	158-2	14S/02E-11M	1948	P400	No Log		
	112-1	14S/02E-15P1	1965	P400	No Log	416-555	
<b>3 Wells Of Unknown Completion (Design)</b>							
	205-1	13S/02E-16R	1971	No Log	No Log		
	9-1	13S/02E-19H1	0	No Log	No Log	228-328	
	10-1	13S/02E-19R1		No Log	No Log		
	7-1	13S/02E-20J1	1963	P400	No Log		
	5-2	13S/02E-20M2	1949	P400	Not Given	362-530	
	5-3	13S/02E-20P2	1950	P400	Not Given	373-553	
	206-1	13S/02E-21H	1940	No Log	No Log		
	12-1	13S/02E-21N1	1950	P400	Not Given	369-550	
	12-2	13S/02E-21P1	1958	P400	No Log		

DESTRUCTION PRIORITY	WELL REF	WELL NUM	YEAR	AQUIFER	DRILL METHOD	PERF RNG	SEAL DEPTH
	214-1	13S/02E-27N	1969	No Log	No Log		
	207-1	13S/02E-28H	1975	P400	No Log	390-655	
	18-1	13S/02E-29C2	1950	P400	Not Given	354-550	
	18-2	13S/02E-29C4	1947	P400	Not Given	488-644	
	22-1	13S/02E-29F2	1955	P400	Not Given	347-539	
	24-1	13S/02E-29F4	1960	P400	No Log		
	25-1	13S/02E-29J1	1957	P400	No Log	350-600	
	23-1	13S/02E-30H1	1949	P400	Not Given	320-550	
	39-1	13S/02E-31D2	1945	P400	Not Given	358-538	
	57-1	13S/02E-31N2	1947	P400	Not Given	324-529	
	58-1	13S/02E-31P1	1945	P400	Not Given	335-441	
	35-1	13S/02E-32A2	1958	P400	No Log	300-600	
	33-1	13S/02E-32C1	1949	P400	Not Given	312-562	
	32-1	13S/02E-32F		No Log	No Log	600	
	37-1	13S/02E-32J3	1962	P400	Not Given	324-576	
	56-1	13S/02E-32N1	1949	P400	Not Given	369-601	
	279-1	13S/02E-33G		No Log	No Log		
	140C-1	13S/02E-33G		No Log	No Log		
	139-1	13S/02E-33J		P400	No Log		
	140-1	13S/02E-33R1	1942	No Log	No Log		
	219-1	13S/02E-34J	1915	No Log	No Log	0	
	220-1	13S/02E-35N	1945	No Log	No Log		
	226-2	14S/02E-02B	1963	EastSide	Rotary	252-588	
	154-1	14S/02E-02D		NA	Cable		
	152-1	14S/02E-02M1		No Log	No Log		
	143-1	14S/02E-03F1	1952	P180	No Log		
	147-1	14S/02E-03H2		No Log	No Log		
	149-1	14S/02E-03K1		No Log	No Log		
	151-1	14S/02E-03R1		No Log	No Log		
	46-1	14S/02E-04B1	1973	P400	Not Given	390-487	
	133-1	14S/02E-04K1	1966	P400	Not Given	400-610	
	56-2	14S/02E-05C2	1953	P400	Not Given	446-522	
	52-1	14S/02E-06B1	1958	P400	No Log		
	61-2	14S/02E-06J3	1948	P400	Not Given	375-550	

DESTRUCTION PRIORITY	WELL REF	WELL NUM	YEAR	AQUIFER	DRILL METHOD	PERF RNG	SEAL DEPTH
	70-1	14S/02E-07F2	1949	NA	Not Given	371-612	
	65-1	14S/02E-07K1		P400	No Log	422-344	
	82-1	14S/02E-08L1	1961	P400	No Log	300-500	
	123-1	14S/02E-09C2	1945	P400	No Log		
	132-3	14S/02E-09H	1972	P400	Not Given	378-485	
	98-2	14S/02E-09H?		No Log	No Log		
	98-1	14S/02E-09H2	1968	P400	No Log		
	155-2	14S/02E-11D	1943	No Log	No Log		
	272-b	14S/02E-11H		No Log	No Log		
	ND-8	14S/02E-12B1	1947	P400	Unknown	315-580	
	256-1	14S/02E-12C	1950	P400	No Log		
	262-1	14S/02E-12E1	1948	EastSide	cable ?	535-600	
	ND-9	14S/02E-12H1	1947	NA	Cable		
	126-2	14S/02E-15G	1965	P400	Not Given	302-566	
	126-3	14S/02E-15Q3	1976	No Log	No Log		
	121-1	14S/02E-16C	1967	P400	Not Given	350-602	
	80-1	14S/02E-17A2	1979	P400	Not Given	351-505	
	105-1	14S/02E-21J1		No Log	No Log		
	2-2	NONE	1941	P180	No Log		
	2-1	NONE	1942	No Log	No Log		

#### 4 Wells Costructed By Rotary Methods With Inadequate Interaquifer Seals

231-1	14S/02E-01F	1963	EastSide	Rotary	588	0
262-2	14S/02E-12L	1978	P400	Rotary	435-580	50
ND-10	14S/02E-12T50	1978	P400	Rotary	435-580	50
114-1	14S/02E-16H1	1976	P400	Reverse	449-599	40
74-1	14S/02E-18C1	1976	P400	Rotary	330-598	0
72-1	14S/02E-18E1	1974	Deep	Rotary	666-834	300

#### 5 Wells Of Cable Tool Construction Perforated In The 400-foot Aquifer

ND-11	13S/02E-19A3	1960	P400	Cable	250-500	250
206-2	13S/02E-22D	1977	P400	Cable	470-570	
214-2	13S/02E-27P1	1969	P400	Cable	412-572	
28-1	13S/02E-29M2	1968	P400	Cable	410-566	

DESTRUCTION PRIORITY	WELL REF	WELL NUM	YEAR	AQUIFER	DRILL METHOD	PERF RNG	SEAL DEPTH
	ND-13	13S/02E-30Q2	1968	P400	Cable	335-554	335
	ND-15	13S/02E-31J3	1962	P400	Cable	529-565	0
	ND-16	13S/02E-32Q3	1959	P400	Cable	517-633	0
	44-1	13S/02E-33N3	1966	P400	Cable	395-547	
	ND-4	14S/02E-01T51	1979	P400	Cable	400-460	52
	44-2	14S/02E-04E2	1963	P400	Cable	414-549	
	95-1	14S/02E-04N3	1963	P400	Cable	400-656	
	54-1	14S/02E-05F4	1954	P400	Cable	406-534	
	56-3	14S/02E-05F6	1974	P400	Cable	451-592	
	55-1	14S/02E-05G2	1959	P400	Cable	446-556	
	55-2	14S/02E-05G3	1974	P400	Cable	452-508	
	91-1	14S/02E-05K1	1955	P400	Cable	442-473	
	55-3	14S/02E-05K2	1960	P400	Cable	417-587	
	87-1	14S/02E-05P2	1955	P400	Cable	464-588	
	94-1	14S/02E-05R3	1964	P400	Cable	385-648	
	86-1	14S/02E-08A1	1957	P400	Cable	400-506	
	86-2	14S/02E-08C3	1955	P400	Cable	395-540	
	82-2	14S/02E-08M2	1961	P400	Cable	314-456	
	123-2	14S/02E-09D1	1961	P400	Cable	401-478	
	120-1	14S/02E-09K	1967	P400	Cable	360-614	
	122-1	14S/02E-09L2	1956	P400	Cable	400-609	
	122-2	14S/02E-09N1	1963	P400	Cable	412-627	
	129-2	14S/02E-10M2	1965	P400	Cable	330-545	
	111-1	14S/02E-15N	1971	P400	Cable	309-464	
	118-1	14S/02E-16C2	1971	P400	Cable	394-488	

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#### Wells Of Rotary Construction With Adequate Seals

15-1	13S/02E-19Q3	1980	Deep_S	Reverse	1280-1550	560
17-1	13S/02E-29D3	1960	P400	Rotary	432-632	412
ND-12	13S/02E-30J1	1974	P400	Rotary	402-602	350
28-2	13S/02E-31A2	1985	Deep	Rotary	850-1600	850
30-1	13S/02E-31G4	1962	P400	Rotary	252-610	252
ND-14	13S/02E-31G5	1972	P400	Rotary	427-611	400
41-2	13S/02E-32M2	1984	Deep	Rotary	780-1590	780

DESTRUCTION PRIORITY	WELL REF	WELL NUM	YEAR	AQUIFER	DRILL METHOD	PERF RNG	SEAL DEPTH
	36-1	13S/02E-33M50	1966	P400	Rotary	314-590	313
	45-1	13S/02E-33N1	1967	P400	Rotary	338-602	325
	ND-6	14S/02E-02H50	1991	P400	Rotary	330-630	260
	132-2	14S/02E-04R2	1965	P400	Rotary	302-566	300
	64-1	14S/02E-06L1	1976	Deep	Rotary	880-1540	800
	60-2	14S/02E-07A1	1974	P400	Rotary	390-600	365
	76-1	14S/02E-07J2	1979	P400	Reverse	396-564	380
	70-2	14S/02E-07L4	1983	P400	Reverse	360-560	330
	125-1	14S/02E-15K1	1979	P400	Reverse	300-600	300

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### Wells Completed Only In The Shallow Or 180-foot Aquifers

21-1	13S/02E-29H1	1961	SHALLOW	Cable	48-103	
217-2	13S/02E-34G	1942	P180	No Log		
217-1	13S/02E-34Ga	1942	P180	No Log		
132-1	14S/02E-04R1	1968	P180	Not Given	148-196	
127-1	14S/02E-10R1		P180	No Log		
ND-7	14S/02E-11C1	1990	P180	Cable	165-220	50
155-1	14S/02E-11D1	1946	P180	Not Given		
272-a	14S/02E-11J	1945	P180	No Log		
263-1	14S/02E-12L1	1951	SHALLOW	No Log		
268-1	14S/02E-12Q1	1938	P180	Not Given		
267-1	14S/02E-13D	1987	P180	No Log	141-153	
273-a	14S/02E-14B50	1972	P180	Rotary	180-262	
273-b	14S/02E-14E1	1980	P180	Cable	165-340	
121-2	14S/02E-16E2	1954	P180	Cable	156-198	
106-1	14S/02E-22F1		P180	No Log		



## CSIP\_WEL

DEST	WELL	WELL	YEAR	AQC	DRILL	PERF	SEAL	DESCRIPTION
PRIORITY	REF	NUM	INSTALL		METH	RNG	DEPTH	
1	208-1	13S/02E-27M01	1976	P180/400	Rotary	208-628	N/A	Wells Completed In 180-foot And Underlying Aquifer(s)
1	216-1	13S/02E-27Q02	1983	P180/400	Reverse	246-591	N/A	Wells Completed In 180-foot And Underlying Aquifer(s)
DOM/IRR	20-1	13S/02E-28B01	1960	P180/400	Rotary	123-640	N/A	Wells Utilized For Both Irrigation And Domestic Water Supply
1	21-2	13S/02E-28E01	1990	P180/400	Reverse	270-540	240	Wells Completed In 180-foot And Underlying Aquifer(s)
1	207-1	13S/02E-28H50	1975	P180/400	Rotary	193-643	N/A	Wells Completed In 180-foot And Underlying Aquifer(s)
9	229-1	13S/02E-36J01	1961	Eastside	Cable	207-533	N/A	Wells Completed In Eastside Aquifer
DOM/IRR	264-2	14S/02E-01G50	1974	Eastside	Cable	225-580	52	Wells Utilized For Both Irrigation And Domestic Water Supply
1	157-1	14S/02E-11G02	1985	P180/400	Rotary	105-335	N/A	Wells Completed In 180-foot And Underlying Aquifer(s)
1	78-1	14S/02E-17B02	1947	P180/400	No Log	202-605	N/A	Wells Completed In 180-foot And Underlying Aquifer(s)
DOM/IRR	142-1	13S/02E-34N01	N/A	SHW/P180	Cable	96-106	N/A	Wells Utilized For Both Irrigation And Domestic Water Supply
DOM/IRR	154-1	14S/02E-02E02	N/A	NA	Cable	N/A	N/A	Wells Utilized For Both Irrigation And Domestic Water Supply
2	128-1	14S/02E-10P02	1978	P400	Reverse	330-624	320	Wells Suspected Of Interaquifer Leakage
2	112-1	14S/02E-15P01	1965	P400	Cable	416-555	N/A	Wells Suspected Of Interaquifer Leakage
3	205-1	13S/02E-16R00	1971	No Log	No Log	N/A	N/A	Wells Of Unknown Completion (Design)
3	206-1	13S/02E-21H00	1940	No Log	No Log	N/A	N/A	Wells Of Unknown Completion (Design)
3	214-1	13S/02E-27N00	1969	No Log	No Log	N/A	N/A	Wells Of Unknown Completion (Design)
3	155-2	14S/02E-11D03	1943	No Log	No Log	N/A	N/A	Wells Of Unknown Completion (Design)
3	272-b	14S/02E-11H02	N/A	No Log	No Log	N/A	N/A	Wells Of Unknown Completion (Design)
3A	7-1	13S/02E-20J01	1963	P400	No Log	N/A	N/A	Wells Assigned To Aquifer By MCWRA, But No Log Is Available
3A	13-1	13S/02E-21P01	1958	P400	Rotary	350-620	N/A	Wells Assigned To Aquifer By MCWRA, But No Log Is Available
3A	288-1	13S/02E-28L01	1932	P-180	No Log	N/A	N/A	Wells Assigned To Aquifer By MCWRA, But No Log Is Available
3A	25-1	13S/02E-29J01	1957	P400	No Log	350-600	N/A	Wells Assigned To Aquifer By MCWRA, But No Log Is Available
3A	35-1	13S/02E-32A02	1958	P400	No Log	300-600	N/A	Wells Assigned To Aquifer By MCWRA, But No Log Is Available
3A	139-1	13S/02E-33J00	N/A	P400	No Log	N/A	N/A	Wells Assigned To Aquifer By MCWRA, But No Log Is Available
3A	140-1	13S/02E-33R01	1942	P180	No Log	N/A	N/A	Wells Assigned To Aquifer By MCWRA, But No Log Is Available
3A	65-1	14S/02E-07K01	N/A	P400	No Log	344-422	N/A	Wells Assigned To Aquifer By MCWRA, But No Log Is Available
3A	82-1	14S/02E-08L01	1961	P400	Rotary	300-500	N/A	Wells Assigned To Aquifer By MCWRA, But No Log Is Available
3A	123-1	14S/02E-09C02	1945	P400	No Log	N/A	N/A	Wells Assigned To Aquifer By MCWRA, But No Log Is Available
6	98-1	14S/02E-09C03	1972	P400	Cable	339-485	N/A	Wells Of Cable Tool Construction Completed In 400-foot Aquifer
3A	105-1	14S/02E-21J01	N/A	P180	No Log	N/A	N/A	Wells Assigned To Aquifer By MCWRA, But No Log Is Available
3B	5-2	13S/02E-20M02	1949	P400	Not Given	362-530	N/A	Wells Of Known Completion, But Construction Method Is Unknown
3B	12-1	13S/02E-21N01	1950	P400	Not Given	369-550	N/A	Wells Of Known Completion, But Construction Method Is Unknown
3B	22-1	13S/02E-29F02	1955	P400	Not Given	347-539	N/A	Wells Of Known Completion, But Construction Method Is Unknown
3B	57-1	13S/02E-31N02	1947	P400	Not Given	324-529	N/A	Wells Of Known Completion, But Construction Method Is Unknown
3B	37-1	13S/02E-32J03	1962	P400	Not Given	324-576	N/A	Wells Of Known Completion, But Construction Method Is Unknown
3B	46-1	14S/02E-04B01	1973	P400	Not Given	390-487	N/A	Wells Of Known Completion, But Construction Method Is Unknown
3B	61-2	14S/02E-06J03	1948	P400	Not Given	375-550	N/A	Wells Of Known Completion, But Construction Method Is Unknown
3B	132-3	14S/02E-09H02	1972	P400	Not Given	378-485	N/A	Wells Of Known Completion, But Construction Method Is Unknown
3B	256-1	14S/02E-12B01	1947	P400	Unknown	315-580	N/A	Wells Of Known Completion, But Construction Method Is Unknown
3B	121-1	14S/02E-16C51	1967	P400	Not Given	350-602	N/A	Wells Of Known Completion, But Construction Method Is Unknown
4	56-1	14S/02E-06C03	1988	P-400	Rotary	310-575	74	Wells Constructed By Rotary Methods With Inadequate Interaquifer Seals

## CSIP\_WEL

DEST	WELL	WELL	YEAR	AOC	DRILL	PERF	SEAL	DESCRIPTION
4	262-2	14S/02E-12L02	1978	P400	Rotary	435-580	50	Wells Constructed By Rotary Methods With Inadequate Interquifer Seals
4	114-1	14S/02E-16H01	1976	P400	Reverse	449-599	40	Wells Constructed By Rotary Methods With Inadequate Interquifer Seals
4	74-1	14S/02E-18C01	1976	P400	Rotary	330-598	0	Wells Constructed By Rotary Methods With Inadequate Interquifer Seals
5	284-1	13S/02E-28M02	1986	P400/Deep	Reverse	310-760	300	Wells Completed In Unintruded Area Of 400-foot Aquifer And Underlying Aquifer(s)
5	63-1	14S/02E-07B50	1990	P400/Deep	Reverse	310-580	310	Wells Completed In Unintruded Area Of 400-foot Aquifer And Underlying Aquifer(s)
5	70-3	14S/02E-07L05	1988	P400/Deep	Rotary	330-610	300	Wells Completed In Unintruded Area Of 400-foot Aquifer And Underlying Aquifer(s)
6	216-1	13S/02E-27P01	1969	P400	Cable	412-572	N/A	Wells Of Cable Tool Construction Completed In 400-foot Aquifer
6	44-1	13S/02E-33N03	1966	P400	Cable	395-547	352	Wells Of Cable Tool Construction Completed In 400-foot Aquifer
6	135-1	14S/02E-03M02	1975	P400	Cable	400-570	N/A	Wells Of Cable Tool Construction Completed In 400-foot Aquifer
6	44-2	14S/02E-04E02	1963	P400	Cable	414-549	354	Wells Of Cable Tool Construction Completed In 400-foot Aquifer
6	135-2	14S/02E-04H01	1973	P400	Cable	418-487	N/A	Wells Of Cable Tool Construction Completed In 400-foot Aquifer
6	95-1	14S/02E-04N03	1983	P400	Cable	400-656	306	Wells Of Cable Tool Construction Completed In 400-foot Aquifer
6	54-1	14S/02E-05F04	1954	P400	Cable	406-634	330	Wells Of Cable Tool Construction Completed In 400-foot Aquifer
DOM/IRR	56-3	14S/02E-05F06	1974	P400	Cable	451-592	52	Wells Utilized For Both Irrigation And Domestic Water Supply
6	55-2	14S/02E-05G03	1974	P400	Cable	452-608	N/A	Wells Of Cable Tool Construction Completed In 400-foot Aquifer
DOM/IRR	91-1	14S/02E-05K01	1955	P400	Cable	442-473	N/A	Wells Utilized For Both Irrigation And Domestic Water Supply
6	55-3	14S/02E-05K02	1960	P400	Cable	417-587	N/A	Wells Of Cable Tool Construction Completed In 400-foot Aquifer
6	87-1	14S/02E-05P02	1985	P400	Cable	464-588	308	Wells Of Cable Tool Construction Completed In 400-foot Aquifer
6	94-1	14S/02E-05R03	1964	P400	Cable	385-548	N/A	Wells Of Cable Tool Construction Completed In 400-foot Aquifer
6	86-1	14S/02E-08A01	1957	P400	Cable	400-506	300	Wells Of Cable Tool Construction Completed In 400-foot Aquifer
6	86-2	14S/02E-08C03	1955	P400	Cable	395-540	300	Wells Of Cable Tool Construction Completed In 400-foot Aquifer
6	82-2	14S/02E-08M02	1961	P400	Cable	314-456	N/A	Wells Of Cable Tool Construction Completed In 400-foot Aquifer
6	123-2	14S/02E-09D03	1961	P400	Cable	401-478	300	Wells Of Cable Tool Construction Completed In 400-foot Aquifer
6	120-1	14S/02E-09K02	1967	P400	Cable	360-614	340	Wells Of Cable Tool Construction Completed In 400-foot Aquifer
6	122-1	14S/02E-09L02	1966	P400	Cable	400-609	N/A	Wells Of Cable Tool Construction Completed In 400-foot Aquifer
6	122-2	14S/02E-09N01	1963	P400	Cable	412-627	N/A	Wells Of Cable Tool Construction Completed In 400-foot Aquifer
6	129-1	14S/02E-10F50	1976	P400	Cable	372-570	N/A	Wells Of Cable Tool Construction Completed In 400-foot Aquifer
DOM/IRR	129-2	14S/02E-10M02	1965	P400	Cable	330-545	N/A	Wells Utilized For Both Irrigation And Domestic Water Supply
6	111-1	14S/02E-15N51	1971	P400	Cable	309-464	60	Wells Of Cable Tool Construction Completed In 400-foot Aquifer
6	119-1	14S/02E-16A02	1973	P400	Cable	430-618	48	Wells Of Cable Tool Construction Completed In 400-foot Aquifer
6	118-1	14S/02E-16C50	1971	P400	Cable	394-488	60	Wells Of Cable Tool Construction Completed In 400-foot Aquifer
DOM/IRR	80-1	14S/02E-17A02	1979	P400	Cable	351-505	N/A	Wells Utilized For Both Irrigation And Domestic Water Supply
DOM/IRR	15-1	13S/02E-19Q03	1980	Deep S	Reverse	1280-1550	560	Wells Utilized For Both Irrigation And Domestic Water Supply
7	28-2	13S/02E-31A02	1985	Deep	Rotary	850-1600	850	Wells Of Rotary Construction With Adequate Interquifer Seals
7	41-2	13S/02E-32M02	1984	Deep	Rotary	780-1590	780	Wells Of Rotary Construction With Adequate Interquifer Seals
7	36-1	13S/02E-33M50	1966	P400	Rotary	314-590	313	Wells Of Rotary Construction With Adequate Interquifer Seals
7	45-1	13S/02E-33N04	1967	P400	Rotary	338-602	325	Wells Of Rotary Construction With Adequate Interquifer Seals
9	283-1	14S/02E-02H50	1991	Eastside	Rotary	330-630	260	Wells Completed In Eastside Aquifer
7	149-2	14S/02E-03K02	1981	P400	Reverse	336-559	300	Wells Of Rotary Construction With Adequate Interquifer Seals
7	132-2	14S/02E-04R02	1965	P400	Rotary	302-566	300	Wells Of Rotary Construction With Adequate Interquifer Seals
7	64-1	14S/02E-06L01	1976	Deep	Rotary	880-1540	800	Wells Of Rotary Construction With Adequate Interquifer Seals
7	60-2	14S/02E-07A01	1974	P400	Rotary	390-600	385	Wells Of Rotary Construction With Adequate Interquifer Seals

## CSIP\_WEL

DEST	WELL	WELL	YEAR	AQC	DRILL	PERF	SEAL	DESCRIPTION
7	70-2	14S/02E-07L04	1983	P400	Reverse	360-560	330	Wells Of Rotary Construction With Adequate Interquifer Seals
7	131-1	14S/02E-10C01	1974	P400	Rotary	378-554	340	Wells Of Rotary Construction With Adequate Interquifer Seals
7	299-1	14S/02E-18A01	1986	P-400	Reverse	380-570	350	Wells Of Rotary Construction With Adequate Interquifer Seals
8	165-3	14S/02E-11C01	1990	P180	Cable	165-220	50	Wells Completed Only In The Shallow Or 180-foot Aquifer(s)
DOM/IRR	155-1	14S/02E-11D01	1946	P180	Not Given	N/A	N/A	Wells Utilized For Both Irrigation And Domestic Water Supply
8	272-a	14S/02E-11J00	1945	P180	No Log	N/A	N/A	Wells Completed Only In The Shallow Or 180-foot Aquifer(s)
DOM/IRR	265-1	14S/02E-12N01	1968	SHW/P180	No Log	90-180	N/A	Wells Utilized For Both Irrigation And Domestic Water Supply
8	264-1	14S/02E-12N02	1973	SHW/P180	Cable	96-290	N/A	Wells Completed Only In The Shallow Or 180-foot Aquifer(s)
DOM/IRR	268-1	14S/02E-12Q01	1938	P180	Not Given	N/A	N/A	Wells Utilized For Both Irrigation And Domestic Water Supply
8	267-1	14S/02E-13D01	1987	P180	No Log	141-163	N/A	Wells Completed Only In The Shallow Or 180-foot Aquifer(s)
8	273-a	14S/02E-14A02	1972	P180	Rotary	180-262	N/A	Wells Completed Only In The Shallow Or 180-foot Aquifer(s)
9	232-1	14S/02E-01F50	1963	EastSide	Rotary	252-588	N/A	Wells Completed In Eastside Aquifer
SUPP	230-2	14S/02E-01A01	1992	Eastside	Cable	552-826	52	CSIP Supplemental Wells
SUPP	231-2	14S/02E-01C01	1981	EastSide	Reverse	350-591	300	CSIP Supplemental Wells
SUPP	258-2	14S/02E-01P50	1983	EastSide	Reverse	200-510	N/A	CSIP Supplemental Wells
SUPP	222-1	14S/02E-02C03	1987	P400	Rotary	393-832	380	CSIP Supplemental Wells
SUPP	148-1	14S/02E-03H01	1986	P400	Rotary	350-800	300	CSIP Supplemental Wells
SUPP	162-2	14S/02E-03R02	1992	P400	Cable	552-826	52	CSIP Supplemental Wells
7	95-1	14S/02E-04P50	1989	P400	Reverse	450-710	400	Wells Of Rotary Construction With Adequate Interquifer Seals
SUPP	130-1	14S/02E-10E02	1978	P400	Rotary	298-860	298	CSIP Supplemental Wells
SUPP	159-1	14S/02E-10H01	1985	P400	Cable	439-640	410	CSIP Supplemental Wells
SUPP	100-1	14S/02E-10N61	1991	P400	Cable	416-558	300	CSIP Supplemental Wells
SUPP	167-2	14S/02E-11B01	1992	P400	Cable	466-646	62	CSIP Supplemental Wells
SUPP	158-3	14S/02E-11M03	1990	P400	Rotary	400-660	380	CSIP Supplemental Wells
6	268-1	14S/02E-12N61	1989	P400	Cable	502-597	52	Wells Of Cable Tool Construction Completed In 400-foot Aquifer
SUPP	273-3	14S/02E-14A01	N/A			N/A	N/A	CSIP Supplemental Wells
SUPP	126-4	14S/02E-14L03	1990	P400	Reverse	382-612	350	CSIP Supplemental Wells
SUPP	127-2	14S/02E-15A01	1978	P400	Cable	386-608	N/A	CSIP Supplemental Wells
SUPP	102-1	14S/02E-16B01	1982	P400	Cable	337-620	52	CSIP Supplemental Wells
SUPP	101-1	14S/02E-16C02	1978	P400	Reverse	328-560	320	CSIP Supplemental Wells
SUPP	124-1	14S/02E-22B01	1991	P400	Rotary	410-670	385	CSIP Supplemental Wells
SUPP	106-2	14S/02E-22L01	1991	P400	Rotary	420-680	400	CSIP Supplemental Wells
SUPP	95-3	NEW WELL						CSIP Supplemental Wells
SUPP	98-2	NEW WELL						CSIP Supplemental Wells
SUPP	122-3	NEW WELL						CSIP Supplemental Wells
SUPP	226-1	14S/02E-02A02	1987	Eastside	Rotary	360-810	340	CSIP Supplemental Wells