

Monterey County

*Board of Supervisors Chambers
168 W. Alisal Street
Salinas, California*



Meeting Agenda

Monday, September 19, 2022

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**

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

Important Notice Regarding COVID-19

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

1. While the meeting room remain open, 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 or <http://www.mgtvonline.com/>

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

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 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.

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

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

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

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

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

Aviso Importante Sobre COVID-19

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

1. Mientras la sala de reuniones permanezca abierta, se le recomienda firmemente que observe la transmisión de la reunión de la Junta Directiva en vivo por

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Si asiste a la reunión de la Junta de la Directiva en persona, se le pedirá que mantenga un distanciamiento social apropiado, es decir, mantenga una distancia de 6 pies entre usted y otras personas.

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> 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. Para participar for ZOOM, por favor únase for audio de computadora por:
[https://montereycty.zoom.us/j/997 6907 9850](https://montereycty.zoom.us/j/99769079850)

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Call to Order at 12:00 P.M.

Roll Call

Public Comments on Closed Session Items

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

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

b. Pursuant to Government Code section 54957(b)(1), the Board will confer with legal counsel regarding appointment to the position of General Manager.

c. Pursuant to Government Code section 54956.9(d)(1), the Board of Directors will confer with legal counsel regarding existing litigation: Nacimiento Regional Water Management Advisory Committee v. Monterey County Water Resources Agency, Board of Supervisors of Monterey County Water Resources, et al. (San Luis Obispo County Superior Court case no. 19CVP-0010).

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.

Pledge of Allegiance

Public Comment

Presentations

Consent Calendar

2. Approve the Action Minutes of August 15, 2022.

Attachments: [Draft BOD Minutes August 15, 2022](#)

3. Find, pursuant to AB 361 and in order for the Monterey County Water Resources Agency Board of Directors and its standing subcommittees (Personnel & Administration, Finance, and Planning) to continue to meet remotely, that the COVID-19 pandemic state of emergency declared by Governor Newsom is still in effect; the Board and subcommittees have reconsidered the circumstances of the state of emergency; and the Monterey County Health Officer continues to recommend social distancing measures for meetings of the legislative bodies.

Attachments: [Board Report](#)
[Board Order](#)

4. Consider approving the annual Joint Funding Agreement with the United States Geological Survey for streamgaging and reservoir elevation gaging work for Monterey County in the amount of \$209,160.

Attachments: [Board Report](#)
[Joint Funding Agreement with Signed Letter and Scope of Work](#)
[Board Order](#)

5. Consider approving Amendment No. 3 to the Agreement for Professional Services with AECOM Technical Services, Inc. to increase hourly rates by approximately three percent for seismic stability analysis work for Nacimiento Dam; and authorizing the General Manager to execute the amendment.

Attachments: [Board Report](#)
[Amendment #3](#)
[Agreement](#)
[Amendment # 1 & #2](#)
[Board Order](#)

Scheduled Items

6. Consider authorizing the General Manager to enter into a Subgrant Agreement with the Salinas Valley Basin Groundwater Sustainability Agency to receive funding related to Grant Agreement 4600014638 Sustainable Groundwater Management Act Implementation Grant of \$3,690,000 to financially support the MCWRA's involvement in the 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation.

Attachments: [Board Report](#)
[Salinas Valley Basin GSP Final Grant Agreement](#)
[Subgrant Agreement](#)
[Board Order](#)

7. Consider approving an Agreement for Professional Services with E2 Consulting Engineers, Inc., in the amount of \$473,520 to perform hydraulic modeling and analysis of the Castroville Seawater Intrusion Project's distribution system; and authorize the General Manager to execute the Agreement.

Attachments: [Board Report](#)
 [Agreement for Professional Services](#)
 [Exhibit A - Scope of Work](#)
 [Exhibit B - Payment Provisions](#)
 [Board Order](#)

Key Information and Calendar of Events

8. September, October and November 2022 Calendars

Attachments: [September 2022](#)
 [October 2022](#)
 [November 2022](#)

General Manager's Report

- 9.
- COVID-19 Update
 - Personnel Update
 - Prop. 1 Grant Update
 - Pajaro Update
 - Other

Committee Reports

Information Items

10. Information Items:
1. Reservoir Storage Release Update
 2. Well Permit Applications Update

Attachments: [Reservoir Storage Release Update](#)
 [Well Permit Applications Update](#)

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 22-149

September 19, 2022

Introduced: 9/8/2022

Current Status: Draft

Version: 1

Matter Type: WR General Agenda

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

- a. Pursuant to Government Code section 54956.9(d)(2) and (d)(4), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and the potential initiation of litigation.
- b. Pursuant to Government Code section 54957(b)(1), the Board will confer with legal counsel regarding appointment to the position of General Manager.
- c. Pursuant to Government Code section 54956.9(d)(1), the Board of Directors will confer with legal counsel regarding existing litigation: Nacimiento Regional Water Management Advisory Committee v. Monterey County Water Resources Agency, Board of Supervisors of Monterey County Water Resources, et al. (San Luis Obispo County Superior Court case no. 19CVP-0010).

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Monterey County

Item No.2

Board Report

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

Legistar File Number: WRAG 22-143

September 19, 2022

Introduced: 9/7/2022

Current Status: Draft

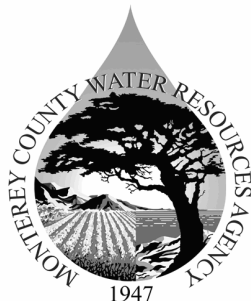
Version: 1

Matter Type: WR General Agenda

Approve the Action Minutes of August 15, 2022.

Monterey County

*Board of Supervisors Chambers
168 W. Alisal Street
Salinas, California*



Meeting Minutes

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12:00 PM

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AVISO IMPORTANTE SOBRE COVID-19 EN LA PAGINA 2-4**

Water Resources Agency Board of Directors

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

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Call to Order at 12:00 P.M.

The meeting was called to order at 12:05 p.m.

Roll Call

Present: John Baillie, Mike LeBarre, Mark Gonzalez, Deidre Sullivan, Ken Ekelund, Mike Scattini, Matthew Simis, Marvin Borzini
Absent: Jason Smith

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 54956.9(d)(2) and (d)(4), the Board will confer with legal counsel regarding one matter of potential exposure to litigation and the potential initiation of litigation.
 - b. Pursuant to Government Code section 54957(b)(1), the Board will confer with legal counsel regarding appointment to the position of General Manager.

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

Recess to Closed Session

Reconvene Meeting at 1:00 P.M.

The meeting reconvened at 1:13 p.m. There were no reportable actions taken in Closed Session.

Pledge of Allegiance

Public Comment

None

Presentations

Consent Calendar

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

Ayes: John Baillie, Mike LeBarre, Mark Gonzalez, Deidre Sullivan, Ken Ekelund, Mike Scattini, Matthew Simis, Marvin Borzini

Noes: None

Absent: Jason Smith, Mike Scattini

- 2.** Approve the Action Minutes of July 18, 2022.

Attachments: [Draft BOD Minutes July 18, 2022](#)

3. Find, pursuant to AB 361 and in order for the Monterey County Water Resources Agency Board of Directors and its standing subcommittees (Personnel & Administration, Finance, and Planning) to continue to meet remotely, that the COVID-19 pandemic state of emergency declared by Governor Newsom is still in effect; the Board and subcommittees have reconsidered the circumstances of the state of emergency; and the Monterey County Health Officer continues to recommend social distancing measures for meetings of the legislative bodies.

Attachments: [Board Report](#)
 [Board Order](#)

4. Approve a Notice of Completion for the CSIP Emergency Supplemental Well Replacement Project 2022; and authorizing the General Manager to execute and record the Notice at the Monterey County Recorder's Office.

Attachments: [Board Report](#)
 [Notice of Completion](#)
 [Board Order](#)

5. Receive the Monterey County Water Resources Agency's Financial Status Report of FY 2021-2022 Quarter 4, ending June 30, 2022.

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

Scheduled Items

6. Consider receiving a report on the Groundwater Extraction Management System 2021 Groundwater Extraction Summary Report.

Attachments: [Board Report](#)
 [2021 Groundwater Extraction Summary Report](#)
 [Board Order](#)

Upon Motion by Matthew Simis and Second by Deidre Sullivan the Board received a report on the Groundwater Extraction Management System 2021 Groundwater Extraction Summary Report.

Ayes: John Baillie, Mike LeBarre, Mark Gonzalez, Deidre Sullivan, Ken Ekelund, Mike Scattini, Matthew Simis, Mike Scattini, Marvin Borzini

Noes: None

Absent: Jason Smith

Public Comment: George Fontes, Margie Kay

7. Consider approving a request by Monterey County Water Resources Agency that the Monterey County Board of Supervisors approve and authorize forgiveness of the loan of \$950,000 issued to Monterey County Water Resources Agency, financed using Cannabis Assignment for the Pajaro River Flood Risk Management Project Design Phase.

Attachments: [Board Report](#)
 [Resolution 21-405](#)
 [Muscle Wall Cost Analysis](#)
 [Board Order](#)

Upon Motion by Ken Ekelund and Second by Matthew Simis the Board approved a request by Monterey County Water Resources Agency that the Monterey County Board of Supervisors approve and authorize forgiveness of the loan of \$950,000 issued to Monterey County Water Resources Agency, financed using Cannabis Assignment for the Pajaro River Flood Risk Management Project Design Phase.

Ayes: Jolhn Baillie, Mike LeBarre, Mark Gonzalez, Deidre Sullivan, Ken Ekelund, Mike Scattini, Matthew Simis, Mike Scattini, Marvin Borzini

Noes: None

Absent: Jason Smith

Public Comment: Margie Kay

8. Consider recommending that the Monterey County Water Resources Agency Board of Directors approve and authorize the General Manager to execute a Cost Share Agreement with the City of Watsonville, Santa Cruz Flood Control and Water Conservation District -Zone 7, and the Pajaro Regional Flood Management Agency to fund activities of the Pajaro Regional Flood Management Agency; and execute a Memorandum of Understanding with the County of Monterey for the amount not to exceed \$193,700 per fiscal year, effective October 1, 2022 thru June 30, 2030 to cover a funding gap of the Cost Share Agreement.

Attachments: [Board Report](#)
 [Cost Sharing Agreement with the PRFMA](#)
 [Board Order](#)

Upon Motion by Mark Gonzalez and Second by Mike Scattini the Board approved and authorized the General Manager to execute a Cost Share Agreement with the City of Watsonville, Santa Cruz Flood Control and Water Conservation District -Zone 7, and the Pajaro Regional Flood Management Agency to fund activities of the Pajaro Regional Flood Management Agency; and execute a Memorandum of Understanding with the County of Monterey for the amount not to exceed \$193,700 per fiscal year, effective October 1, 2022 thru June 30, 2030 to cover a funding gap of the Cost Share Agreement.

Ayes: Jolhn Baillie, Mike LeBarre, Mark Gonzalez, Deidre Sullivan, Ken Ekelund, Mike Scattini, Matthew Simis, Mike Scattini, Marvin Borzini

Noes: None

Absent: Jason Smith

Public Comment: Margie Kay

9. Consider receiving an update on the Strategic Planning process and provide direction to staff.

Attachments: [Board Report](#)
 [Draft Goals and Strategies Alignment with Agency Act](#)
 [Draft Strategies with Committee Assignment](#)
 [Board Order](#)

Upon Motion by Ken Ekelund and Second by Mike LeBarre the Board received an update on the Strategic Planning process and provided direction to staff.

Ayes: John Baillie, Mike LeBarre, Mark Gonzalez, Deidre Sullivan, Ken Ekelund, Mike Scattini, Matthew Simis, Mike Scattini, Marvin Borzini

Noes: None

Absent: Jason Smith

Public Comment: Norm Groot

Key Information and Calendar of Events

10. August, September and October 2022 Calendars

Attachments: [August 2022](#)
 [September 2022](#)
 [October 2022](#)

General Manager's Report

11. • COVID-19 Update
 • Personnel Update
 • Prop. 1 Grant Update
 • Pajaro Update
 • CSIP Update
 • Well Permits
 • Other

Committee Reports

Information Items

12. Information Items:

1. Salinas Valley Water Conditions for the Third Quarter of Water Year 2021 - 2022
2. Well Permit Applications Update

Attachments: [Salinas Valley Water Conditions](#)
 [Well Permit Applications Update](#)

Correspondence

- 13.** 1. Letter dated July 26, 2022 to Brent Buche, General Manager, Monterey County Water Resources Agency, from Wayne Lemieux, Counsel, Aleshire Wynder LLP
Re: Dock Renewal Fees for Nacimiento Lake

Attachments: [Aleshire Wynder LLP](#)

Board of Directors Comments

Adjournment

The meeting adjourned at 3:00 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 22-144

September 19, 2022

Introduced: 9/7/2022

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Find, pursuant to AB 361 and in order for the Monterey County Water Resources Agency Board of Directors and its standing subcommittees (Personnel & Administration, Finance, and Planning) to continue to meet remotely, that the COVID-19 pandemic state of emergency declared by Governor Newsom is still in effect; the Board and subcommittees have reconsidered the circumstances of the state of emergency; and the Monterey County Health Officer continues to recommend social distancing measures for meetings of the legislative bodies.

RECOMMENDATION:

It is recommended that the Monterey County Water Resources Agency Board of Directors and its standing subcommittees (Personnel & Administration, Finance, and Planning) in order to continue to meet remotely, find the following: that the COVID-19 pandemic state of emergency declared by Governor Newsom is still in effect; the Board and subcommittees have reconsidered the circumstances of the state of emergency; and the Monterey County Health Officer continues to recommend social distancing measures for meetings of the legislative bodies.

SUMMARY/DISCUSSION:

On September 16, 2021, Governor Newsom signed AB 361. This legislation amends the Brown Act to allow meeting bodies subject to the Brown Act to meet via teleconference during a proclaimed state of emergency in accordance with teleconference procedures established by AB 361 rather than under the Brown Act's more narrow standard rules for participation in a meeting by teleconference. AB 361 provides that if a state or local health official recommends social distancing, a legislative body may meet remotely after September 30, 2021, provided that within 30 days of the first meeting after September 30, and every 30 days thereafter, the legislative body finds: 1) the Governor's proclaimed state of emergency is still in effect; 2) the legislative body has reconsidered the circumstances of the state of emergency; and 3) either the Monterey County Health Officer continues to recommend social distancing measures for meetings of legislative bodies or the state of emergency continues to directly impact the ability of the members to meet in person.

The Monterey County Health Officer has recommended social distancing measures for meetings of legislative bodies, so the Board of Directors and its subcommittees, including Personnel & Administration, Finance, and Planning ("Subcommittees"), were able to meet remotely in October without making findings. However, in order to continue to meet remotely going forward, the Board of Directors and Subcommittees must make the findings outlined above.

Accordingly, staff recommends making the appropriate findings. This action will be required every 30 days in order to keep meeting remotely; a special meeting may be necessary for that purpose.

The Basin Management Advisory Committee and Reservoir Operations Advisory Committee are not included here because they have members who do not sit on the Board of Directors. These findings will have to be considered separately at the meetings of those legislative bodies.

OTHER AGENCY INVOLVEMENT:

The General Manager concurs in the recommendation.

FINANCING:

The only financial impact is the continuing cost of teleconferencing.

Prepared by: Jessell Fenley, Administrative Services Assistant, (831) 755-4860

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



Monterey County

Item No.3

Board Report

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

Legistar File Number: WRAG 22-144

September 19, 2022

Introduced: 9/7/2022

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Find, pursuant to AB 361 and in order for the Monterey County Water Resources Agency Board of Directors and its standing subcommittees (Personnel & Administration, Finance, and Planning) to continue to meet remotely, that the COVID-19 pandemic state of emergency declared by Governor Newsom is still in effect; the Board and subcommittees have reconsidered the circumstances of the state of emergency; and the Monterey County Health Officer continues to recommend social distancing measures for meetings of the legislative bodies.

RECOMMENDATION:

It is recommended that the Monterey County Water Resources Agency Board of Directors and its standing subcommittees (Personnel & Administration, Finance, and Planning) in order to continue to meet remotely, find the following: that the COVID-19 pandemic state of emergency declared by Governor Newsom is still in effect; the Board and subcommittees have reconsidered the circumstances of the state of emergency; and the Monterey County Health Officer continues to recommend social distancing measures for meetings of the legislative bodies.

SUMMARY/DISCUSSION:

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Accordingly, staff recommends making the appropriate findings. This action will be required every 30 days in order to keep meeting remotely; a special meeting may be necessary for that purpose.

The Basin Management Advisory Committee and Reservoir Operations Advisory Committee are not included here because they have members who do not sit on the Board of Directors. These findings will have to be considered separately at the meetings of those legislative bodies.

OTHER AGENCY INVOLVEMENT:

The General Manager concurs in the recommendation.

FINANCING:

The only financial impact is the continuing cost of teleconferencing.

Prepared by: Jessell Fenley, Administrative Services Assistant, (831) 755-4860

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



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

BOARD ORDER No. _

CONSIDER FINDING, PURSUANT TO AB 361 AND IN ORDER)
FOR THE MONTEREY COUNTY WATER RESOURCES AGENCY)
BOARD OF DIRECTORS AND ITS STANDING SUBCOMMITTEES)
(PERSONNEL & ADMINISTRATION, FINANCE, AND PLANNING))
TO CONTINUE TO MEET REMOTELY, THAT THE COVID-19)
PANDEMIC STATE OF EMERGENCY DECLARED BY GOVERNOR)
NEWSOM IS STILL IN EFFECT; THE BOARD AND SUBCOMMITTEES)
HAVE RECONSIDERED THE CIRCUMSTANCES OF THE STATE OF)
EMERGENCY; AND THE MONTEREY COUNTY HEALTH OFFICER)
CONTINUES TO RECOMMEND SOCIAL DISTANCING MEASURES)
FOR MEETINGS OF THE LEGISLATIVE BODIES)

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

1. Finds, pursuant to AB 361 and in order for the Monterey County Water Resources Agency Board of Directors and its standing subcommittees (Personnel & Administration, Finance, and Planning) to continue to meet remotely, that the COVID-19 pandemic state of emergency declared by Governor Newsom is still in effect; the Board and subcommittees have reconsidered the circumstances of the state of emergency; and the Monterey County Health Officer continues to recommend social distancing measures for meetings of the legislative bodies.

PASSED AND ADOPTED on this **19th** day of **September 2022**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

BY: John Baillie, Chair
Board of Directors

ATTEST: Brent Buche
General Manager



Monterey County

Item No.4

Board Report

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

Legistar File Number: WRAG 22-145

September 19, 2022

Introduced: 9/7/2022

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Consider approving the annual Joint Funding Agreement with the United States Geological Survey for streamgaging and reservoir elevation gaging work for Monterey County in the amount of \$209,160.

RECOMMENDATION:

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

Approve the annual Joint Funding Agreement with the United States Geological Survey for streamgaging and reservoir elevation gaging work for Monterey County in the amount of \$209,160.

SUMMARY/DISCUSSION:

Annually, a proposal to continue the Joint Funding Agreement (JFA) with the United States Geological Survey (USGS) is submitted to the Board for consideration. This proposal for Federal Fiscal Year 2022-23 covers streamgaging work to be performed by the USGS during the twelve-month period, October 1, 2022 to September 30, 2023.

The cooperative program with the USGS provides quantification of flow and sedimentation on major streams and creeks throughout the County. Services provided by the USGS through this program include the installation and maintenance of equipment, the collection of data using mechanical recorders and USGS personnel, emergency response during flooding, and the analyses of data and preparation of annual streamflow records. Data collected through this program has been used to determine the frequency and magnitude of surface water flow in order to estimate the infiltration of water and the transport of sediment within streambeds; and to estimate the annual sedimentation into reservoirs. The data is also critical to the calculating and development of surface water travel times used in ALERT Flood Monitoring and for guidance of reservoir releases when the SRDF is operational. Complete and timely surface water data are essential to the management of water resources and greatly facilitates the utilization of modern tools such as groundwater and surface water models. The reservoir elevation gages have provided accurate high frequency logging of reservoir levels needed to meet water rights measurement and reporting requirements from the State Water Resources Control Board. The reservoir gages will also enhance flood-control monitoring through automated continuous real-time reservoir elevation reporting.

OTHER AGENCY INVOLVEMENT:

The Agency and USGS have collaborated in the development of this Agreement. No other agencies have been involved.

FINANCING:

The total cost to of this program is \$264,210 reflecting an overall 79/21 split; with 79% funding from the Agency (\$209,160) matched by 21% funding from the Federal government (\$55,050). Funding for this program comes from Agency Funds 111, 116, 122, and 124. Funding for this agreement between October 1, 2022 and June 30, 2023 has been identified in the Agency FY 2022-23 budget. Funding for July 1, 2023 through September 30, 2023 will be budgeted in FY 2023-24.

Prepared by: Peter Vannerus, Water Resources Engineer, (831) 755-4876

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

Attachment:

1. Joint Funding Agreement for Federal FY 2022-23 with Signed Letter and Scope of Work.
2. Board Order



Monterey County

Item No.4

Board Report

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

Legistar File Number: WRAG 22-145

September 19, 2022

Introduced: 9/7/2022

Current Status: Agenda Ready

Version: 1

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Consider approving the annual Joint Funding Agreement with the United States Geological Survey for streamgaging and reservoir elevation gaging work for Monterey County in the amount of \$209,160.

RECOMMENDATION:

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

Approve the annual Joint Funding Agreement with the United States Geological Survey for streamgaging and reservoir elevation gaging work for Monterey County in the amount of \$209,160.

SUMMARY/DISCUSSION:

Annually, a proposal to continue the Joint Funding Agreement (JFA) with the United States Geological Survey (USGS) is submitted to the Board for consideration. This proposal for Federal Fiscal Year 2022-23 covers streamgaging work to be performed by the USGS during the twelve-month period, October 1, 2022 to September 30, 2023.

The cooperative program with the USGS provides quantification of flow and sedimentation on major streams and creeks throughout the County. Services provided by the USGS through this program include the installation and maintenance of equipment, the collection of data using mechanical recorders and USGS personnel, emergency response during flooding, and the analyses of data and preparation of annual streamflow records. Data collected through this program has been used to determine the frequency and magnitude of surface water flow in order to estimate the infiltration of water and the transport of sediment within streambeds; and to estimate the annual sedimentation into reservoirs. The data is also critical to the calculating and development of surface water travel times used in ALERT Flood Monitoring and for guidance of reservoir releases when the SRDF is operational. Complete and timely surface water data are essential to the management of water resources and greatly facilitates the utilization of modern tools such as groundwater and surface water models. The reservoir elevation gages have provided accurate high frequency logging of reservoir levels needed to meet water rights measurement and reporting requirements from the State Water Resources Control Board. The reservoir gages will also enhance flood-control monitoring through automated continuous real-time reservoir elevation reporting.

OTHER AGENCY INVOLVEMENT:

The Agency and USGS have collaborated in the development of this Agreement. No other agencies have been involved.

FINANCING:

The total cost to of this program is \$264,210 reflecting an overall 79/21 split; with 79% funding from the Agency (\$209,160) matched by 21% funding from the Federal government (\$55,050). Funding for this program comes from Agency Funds 111, 116, 122, and 124. Funding for this agreement between October 1, 2022 and June 30, 2023 has been identified in the Agency FY 2022-23 budget. Funding for July 1, 2023 through September 30, 2023 will be budgeted in FY 2023-24.

Prepared by: Peter Vannerus, Water Resources Engineer, (831) 755-4876

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

Attachment:

1. Joint Funding Agreement for Federal FY 2022-23 with Signed Letter and Scope of Work.
2. Board Order



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
California Water Science Center
6000 J Street, Placer Hall
Sacramento, CA 95819

August 17, 2022

Mr. Peter Vannerus
Water Resources Engineer
Monterey County Water Resources Agency
1441 Schilling Place South 2nd Floor
Salinas, CA 93901

Dear Mr. Vannerus:

Attached is the Joint Funding Agreement (JFA) 23ZGJFA03000021, signed by our agency, for your approval to enact the cost changes to the project(s) California Water Science Center Water Resources Investigations, during the period October 1, 2022 through September 30, 2023 in the amount of \$209,160 from your agency. U.S. Geological Survey contributions for this agreement are \$55,050 for a combined total of \$264,210. If you are in agreement with this proposed program, please return the fully executed signed copy to CAgagADMIN@usgs.gov (preferred) or send one fully executed paper copy to Cade Castro at the address in the letter head.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2022**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Anthony Guerriero by phone number (831) 460-7494 or email aguerrie@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Cade Castro at phone number (970) 462-2034 or email at ccastro@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Alissa Coes
Acting Director, USGS California Water Science
Center

Enclosure
Detailed Summary

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000803
Agreement #: 23ZGJFA03000021
Project #: ZG00GZV
TIN #: 94-6000524

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2022, by the U.S. GEOLOGICAL SURVEY, California Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Monterey County Water Resources Agency party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$55,050 by the party of the first part during the period
October 1, 2022 to September 30, 2023
- (b) \$209,160 by the party of the second part during the period
October 1, 2022 to September 30, 2023
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs,
in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be
determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters
between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR

Customer #: 6000000803
Agreement #: 23ZGJFA03000021
Project #: ZG00GZV
TIN #: 94-6000524

Water Resource Investigations

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Anthony Guerriero
Supervisory Hydrologic Technician
Address: 400 Natural Bridges Drive
Santa Cruz, CA 95060
Telephone: (831) 460-7494
Fax: (831) 427-4475
Email: aguerrie@usgs.gov

Customer Technical Point of Contact

Name: Peter Vannerus
Water Resources Engineer
Address: 1441 Schilling Place South 2nd Floor
Salinas, CA 93901
Telephone: (831) 755-4860
Fax:
Email: VannerusP@co.monterey.ca.us

USGS Billing Point of Contact

Name: Cade Castro
Budget Analyst
Address: 6000 J Street Placer Hall
Sacramento, CA 95819
Telephone: (970) 462-2034
Fax:
Email: ccastro@usgs.gov

Customer Billing Point of Contact

Name: Tanya Hernandez
Accounts Payable
Address: 1441 Schilling Place P.O. Box 930
Salinas, CA 93901
Telephone: (831) 755-4860
Fax:
Email: WRAAccountsPayable@co.monterey.ca.us

U.S. Geological Survey
United States
Department of Interior

Monterey County Water Resources Agency

Signature

By _____ Date: _____
Name: Alissa Coes
Title: Acting Director, USGS California Water Science
Center

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

FY 2023 **USGS Cooperative Water Program**
 Agreement Period Oct 1, 2022 - Sept 30, 2023
 Agreement # 23ZGJFA03000021
 8/17/2022

Monterey County Water Resources Agency
 Mr. Peter Vannerus
 Water Resources Engineer
 Monterey County Water Resources Agency
 Post Office Box 930
 Salinas, California 93902

USGS Contact:
 Anthony Guerriero
 2885 Mission Street
 Santa Cruz CA 95060
 (831) 460-7494
 aguerrie@usgs.gov

Program Total = \$264,210
USGS Cooperative Matching Funds = \$55,050
Cooperator Total = \$209,160

Type	Station Number	Station Name	Activity	Activity Cost	USGS Funds	Cooperator Funds
SW	11143000	Big Sur R nr Big Sur CA	Streamflow, continuous (CMF)	\$ 24,710	\$ 7,340	\$ 17,370
SW	11143200	Carmel R a Robles Del Rio CA	Streamflow, continuous (CMF)	\$ 24,710	\$ 7,340	\$ 17,370
SW	11147500	Salinas R a Paso Robles CA (50% Split with San Luis Obispo County FC&WD)	Streamflow, continuous (CMF)	\$ 12,360	\$ 3,670	\$ 8,690
SW	11148900	Nacimiento R bl Sapaque C nr Bryson CA	Streamflow, continuous (CMF)	\$ 24,710	\$ 7,340	\$ 17,370
SW	11149400	Nacimiento R bl Nacimiento Dam nr Bradley CA	Streamflow, continuous	\$ 26,300	-	\$ 26,300
SW	11149400	Nacimiento R bl Nacimiento Dam nr Bradley CA (Five Extra Measurements)	Discharge measurement	\$ 2,600	-	\$ 2,600
SW	11149900	San Antonio R nr Lockwood CA	Streamflow, continuous (CMF)	\$ 24,710	\$ 7,340	\$ 17,370
SW	11151700	Salinas R a Soledad CA	Streamflow, continuous (CMF)	\$ 24,710	\$ 7,340	\$ 17,370
SW	11151870	Arroyo Seco nr Greenfield CA (Operated October - April)	Streamflow, Seasonal	\$ 15,800	-	\$ 15,800
SW	11152050	Arroyo Seco bl Reliz C nr Soledad CA	Streamflow, continuous (CMF)	\$ 24,710	\$ 7,340	\$ 17,370
SW	11152300	Salina R nr Chualar CA	Streamflow, continuous (CMF)	\$ 24,710	\$ 7,340	\$ 17,370
SW	11152650	Reclamation Ditch nr Salinas CA (Adjusted 60% due to Weir)	Streamflow, continuous	\$ 15,780	-	\$ 15,780
SW	11149300	Nacimiento Res nr Bradley CA	Water Level/Reservoir, continuous	\$ 9,200	-	\$ 9,200
SW	11150100	San Antonio Res nr Bradley CA	Water Level/Reservoir, continuous	\$ 9,200	-	\$ 9,200

Summary of Monitoring Conducted in Cooperation with Other Agencies

SW	11147500	Salinas R a Paso Robles CA	Streamflow, continuous (CMF)	San Luis Obispo County
SW	11150500	Salinas R a Bradley CA	Streamflow, continuous	California Department of Water Resources
SW	11151300	San Lorenzo C bl Bitterwater C nr King City CA	Streamflow, continuous	USGS Federal Priority Streamgauge
SW	11152000	Arroyo Seco nr Soledad CA	Streamflow, continuous	USGS Federal Priority Streamgauge
SW	11152500	Salinas R a Spreckles CA	Streamflow, continuous	California Department of Water Resources
SW	11159000	Pajaro R a Chittenden CA	Streamflow, continuous	USGS Federal Priority Streamgauge

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

**United States Department of the Interior
U.S Geological Survey
Joint Funding Agreement
FOR
Water Resources Investigation
Agreement # 23ZGJFA03000021**

* * * * *

Approved as to form:

Approved as to fiscal provisions:

Assistant County Counsel

CAO Analyst

Dated: _____

Dated: _____

Risk Management

Auditor-Controller

Dated: _____

Dated: _____



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

BOARD ORDER No. _____

APPROVE THE ANNUAL JOINT FUNDING AGREEMENT)
WITH THE UNITED STATES GEOLOGICAL SURVEY FOR)
STREAMGAGING AND RESERVOIR ELEVATION GAGING)
WORK IN MONTEREY COUNTY IN THE AMOUNT OF)
\$209,160, SUBJECT TO REVIEW AND APPROVAL BY)
COUNTY COUNSEL; AND AUTHORIZE THE GENERAL)
MANAGER TO EXECUTE THE AGREEMENT)

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

1. Approves the Annual Joint Funding Agreement with the United States Geological Survey for streamgaging and reservoir elevation gaging work in Monterey County in the amount of \$209,160 subject to review and approval by County Counsel; and
2. Authorizes the General Manager to execute the Agreement

PASSED AND ADOPTED on this **19th** day of **September 2022**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

BY: John Baillie, 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 22-148

September 19, 2022

Introduced: 9/8/2022

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Consider approving Amendment No. 3 to the Agreement for Professional Services with AECOM Technical Services, Inc. to increase hourly rates by approximately three percent for seismic stability analysis work for Nacimiento Dam; and authorizing the General Manager to execute the amendment.

RECOMMENDATION:

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

Approve Amendment No. 3 to the Agreement for Professional Services with AECOM Technical Services, Inc. to increase hourly rates by approximately three percent for seismic stability analysis work for Nacimiento Dam; and authorize the General Manager to execute the amendment.

SUMMARY/DISCUSSION:

An Agreement for Professional Services with AECOM Technical Services, Inc. to perform updated seismic stability and deformation analysis of the Nacimiento Dam embankment and underlying streambed sands and gravels (Exhibit A) was approved by the Board of Directors on May 18, 2020. The work includes drilling and material sample collection from the dam embankment and underlying foundation materials. The total amount payable for this work is \$883,000. The Agreement also included a separate scope of work for annual safety surveillance and performance evaluation of San Antonio Dam (Exhibit B), which was completed in June 2021.

Amendment No. 1 was approved by the Board of Directors on July 19, 2021, to add a scope of work for annual safety surveillance and performance evaluation of San Antonio Dam (Exhibit D), which was completed in June 2022. Amendment No. 1 included an hourly rate increase of approximately 1.5 percent from the original Agreement.

Amendment No. 2 was approved by the General Manager on June 29, 2022, to extend the term of the Agreement from June 30, 2022 to June 30, 2025.

This Amendment No. 3 amends the payment provisions of the Agreement to increase the hourly rates paid for seismic stability and deformation analysis by approximately three percent. Rates are rounded to the nearest dollar, providing actual increases ranging from 2.8 to 3.2 percent. The total Agreement amount of \$883,000 for seismic stability and deformation analysis described in Exhibit A does not change. Exhibit F of proposed Amendment No. 3 provides payment provisions identical to the original Agreement and Amendment No. 1 with updated hourly rates.

Work Status: The Federal Energy Regulatory Commission (FERC) and California Department of

Water Resources, Division of Safety of Dams (DSOD) must approve the Geotechnical Drilling and Piezometer Installation Plan, which is expected to occur September 2022. When approval to proceed with drilling and sample collection work is received from FERC and DSOD, the driller will be scheduled. The earliest that drilling and sample collection work could begin is October 2022.

OTHER AGENCY INVOLVEMENT:

FERC and DSOD must approve the *Nacimiento Dam Geotechnical Drilling and Piezometer Installation Plan*. FERC and DSOD will also review field data and laboratory results obtained from drilling and sampling, earthquake ground motion parameters to be used in the evaluation, and the final seismic stability evaluation report.

FINANCING:

No increase to the total amount payable is associated with this Amendment No. 3. Payment for seismic stability analysis of Nacimiento Dam is from Fund 116, Dams Operation and Maintenance.

Prepared by: Chris Moss, Senior Water Resources Engineer (831) 755-4860

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

Attachments:

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



Monterey County

Item No.5

Board Report

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

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Consider approving Amendment No. 3 to the Agreement for Professional Services with AECOM Technical Services, Inc. to increase hourly rates by approximately three percent for seismic stability analysis work for Nacimiento Dam; and authorizing the General Manager to execute the amendment.

RECOMMENDATION:

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

Approve Amendment No. 3 to the Agreement for Professional Services with AECOM Technical Services, Inc. to increase hourly rates by approximately three percent for seismic stability analysis work for Nacimiento Dam; and authorize the General Manager to execute the amendment.

SUMMARY/DISCUSSION:

An Agreement for Professional Services with AECOM Technical Services, Inc. to perform updated seismic stability and deformation analysis of the Nacimiento Dam embankment and underlying streambed sands and gravels (Exhibit A) was approved by the Board of Directors on May 18, 2020. The work includes drilling and material sample collection from the dam embankment and underlying foundation materials. The total amount payable for this work is \$883,000. The Agreement also included a separate scope of work for annual safety surveillance and performance evaluation of San Antonio Dam (Exhibit B), which was completed in June 2021.

Amendment No. 1 was approved by the Board of Directors on July 19, 2021, to add a scope of work for annual safety surveillance and performance evaluation of San Antonio Dam (Exhibit D), which was completed in June 2022. Amendment No. 1 included an hourly rate increase of approximately 1.5 percent from the original Agreement.

Amendment No. 2 was approved by the General Manager on June 29, 2022, to extend the term of the Agreement from June 30, 2022 to June 30, 2025.

This Amendment No. 3 amends the payment provisions of the Agreement to increase the hourly rates paid for seismic stability and deformation analysis by approximately three percent. Rates are rounded to the nearest dollar, providing actual increases ranging from 2.8 to 3.2 percent. The total Agreement amount of \$883,000 for seismic stability and deformation analysis described in Exhibit A does not change. Exhibit F of proposed Amendment No. 3 provides payment provisions identical to the original Agreement and Amendment No. 1 with updated hourly rates.

Work Status: The Federal Energy Regulatory Commission (FERC) and California Department of

Water Resources, Division of Safety of Dams (DSOD) must approve the Geotechnical Drilling and Piezometer Installation Plan, which is expected to occur September 2022. When approval to proceed with drilling and sample collection work is received from FERC and DSOD, the driller will be scheduled. The earliest that drilling and sample collection work could begin is October 2022.

OTHER AGENCY INVOLVEMENT:

FERC and DSOD must approve the *Nacimiento Dam Geotechnical Drilling and Piezometer Installation Plan*. FERC and DSOD will also review field data and laboratory results obtained from drilling and sampling, earthquake ground motion parameters to be used in the evaluation, and the final seismic stability evaluation report.

FINANCING:

No increase to the total amount payable is associated with this Amendment No. 3. Payment for seismic stability analysis of Nacimiento Dam is from Fund 116, Dams Operation and Maintenance.

Prepared by: Chris Moss, Senior Water Resources Engineer (831) 755-4860

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

Attachments:

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

EXHIBIT F

PAYMENT PROVISIONS

The Scopes of Work defined in Exhibits B and D are completed.

PAYMENT:

For the Scope of Work defined in Exhibit A, Agency shall pay Contractor on a time and expense basis an amount not to exceed \$883,000. Payable costs shall be the sum of direct labor costs, other direct costs and sub-consultant mark-up as defined below. If Contractor time and expense cost necessary to complete the Scope of Work defined in Exhibit A are less than \$883,000 the Agency enjoys the savings. If Contractor requires time and expense to complete the Scope of Work defined in Exhibit A over and above \$883,000 the maximum amount payable to Contractor remains \$883,000. Original budget is shown in Table 1 of Exhibit C.

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

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

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

DIRECT LABOR RATE SCHEDULE:

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

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

INVOICES:

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

NOTIFICATION:

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

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

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

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

1. Employment of CONTRACTOR. Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibits A, B and C in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the **Scope of Work/Work Schedule set forth in Exhibits A and B:**
 - (a) The scope of work is briefly described and outlined as follows:
Engineering services for Nacimiento Dam and San Antonio Dam including seismic stability evaluation, and dam surveillance and performance evaluation.
 - (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 June 1, 2020** by CONTRACTOR and Agency, and will **terminate on June 30, 2022**, unless earlier terminated as provided herein.

3. Payments to CONTRACTOR: maximum liability. Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR in accordance with the fee schedule set forth in **Exhibit C**. The maximum amount payable to CONTRACTOR under this contract is **nine hundred thirty eight thousand three hundred fifty dollars.**
-

(\$ 938,350.00).

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 **Exhibits A and B** for an amount not exceeding that set forth above, notwithstanding CONTRACTOR's submission of periodic invoices.
- (b) CONTRACTOR agrees that Agency may withhold five percent (5%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to Agency.
- (c) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.
- (d) CONTRACTOR shall not be reimbursed for travel expenses unless expressly approved in writing in accordance with this Agreement.

5. Indemnification

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

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

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

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

6. Insurance.

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

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

neither relieve nor decrease the liability of the CONTRACTOR.

6.2 Qualifying Insurers:

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

6.3 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

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

6.4 Other Insurance Requirements.

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

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

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

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

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

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

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

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

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

deducted from any sum due CONTRACTOR.

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

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

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

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

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

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

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

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

TO AGENCY		TO CONTRACTOR	
Name:	Mr. Chris Moss	Name:	Mr. Stan Kline
Address:	Monterey County Water Resources Agency 1441 Schilling Place – North Building Salinas, CA 93901	Address:	AECOM Technical Services, Inc. 300 Lakeside Drive, Oakland, CA 94612
Telephone:	831-755-4860	Telephone:	510-874-3191
Fax:	831-424-7935	E-mail:	Stan.Kline@aecom.com
E-Mail:	mosscc@co.monterey.ca.us	E-Mail:	Claims-related notices shall be copied to: AMER-DCSProjectClaimNotices@aecom.com

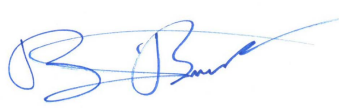
29. Electronic Deliverables. Where feasible, all reports, documents and other printed information provided to the Agency pursuant to this Agreement shall be submitted in both written and Electronic formats in accordance with the specifications listed in attached Exhibits.
30. Non-exclusive Agreement.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

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

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

**MONTEREY COUNTY WATER
RESOURCES AGENCY:**

BY:



Brent Buche E-Sign 6/8/2020
General Manager

Date: June 8, 2020

CONTRACTOR:

BY:

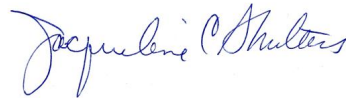


Type Name: Theodore B. Feldsher

Title: Vice President

Date: May 27, 2020

BY:



Type Name: Jacqueline C. Shulters

Title: Vice President

Date: May 27, 2020

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.

* * * * *

EXHIBIT A

Nacimiento Dam Seismic Stability Evaluation SCOPE OF WORK and WORK SCHEDULE

INTRODUCTION

This Scope of Work includes geotechnical investigations and analyses to provide an up-to-date seismic safety evaluation of the Nacimiento Dam embankment. This work includes establishing updated embankment and foundation material properties, updated site-specific ground motions for seismic analysis, analysis of liquefaction potential of streambed materials under the dam shells, and estimation of potential embankment deformation under seismic loading. This work is expected to provide applicable information to facilitate further subsequent definition and categorization of potential failure mode (PFM) Nos. S-01, S-02, S-03, S-08, and S-09 described in the 2019 7th FERC Part 12D Report (2019 PFM Nos. S-01 and S-02, and S-03 were previously designated as PFM Nos. 5 and 6, respectively, in the 2014 6th FERC Part 12D Report). Nacimiento Dam is under the jurisdiction of the Federal Energy Regulatory Commission (FERC) and the California Department of Water Resources, Division of Safety of Dams (DSOD). Coordination of this work with FERC and DSOD is necessary, and the results of this work will be subject to review by FERC and DSOD.

The Scope of Work and associated basis and assumptions are presented in the following task descriptions. This Scope of Work focuses on the seismic stability of the dam embankment. Static slope stability, rapid drawdown, and other static loading conditions are not included because these load cases are not expected to be as critical to the performance and safety of the dam as the seismic load case, and these load cases are not identified in the 2019 Potential Failure Mode Analysis (PFMA) as needing further evaluation. The field investigation program proposed in this work is focused on the central core and downstream shell zones of the dam, and the downstream alluvium foundation, with drilling and sampling into these materials from the dam crest and downstream slope for material characterization. Drilling and sampling of drain and filter zone materials for assessment of filter compatibility between core and shell zones is not part of this scope.

Payment Provisions and Budget for this work are described in Exhibit C. This Scope of Work has been prepared using the best available information. However, due to the unknown nature of the materials to be drilled, sampled and laboratory tested, it is acknowledged that work beyond that described in this Scope may be needed depending on field conditions encountered and review of results from the program outlined herein.

SCOPE OF WORK

TASK 1 - EXISTING DATA REVIEW

This task includes supplemental review of available existing information on the investigation, design, construction, and subsequent evaluations of the Nacimiento Dam embankment. This task builds on the review already carried out to support the *Nacimiento Dam Geotechnical Drilling and Piezometer Installation Plan* development, and covers data needed to support the proposed investigation and analyses. Applicable data will be identified from the review to guide the direction and focus of investigation and analysis for the dam embankment seismic evaluation. This task includes existing data review by field staff and expectation for field identification to anticipate material types and differences between dam shell and existing streambed materials, for advanced preparation. The project documents anticipated for review include the following, to supplement prior review:

- Site topography
- Geotechnical and geologic investigation reports
- Design reports
- Construction plans, specifications, reports
- Historic photos
- Stability reports
- FERC and DSOD reports and records

TASK 2 - FINAL GEOTECHNICAL INVESTIGATION WORK PLAN

The existing geotechnical investigation work plan, titled *Nacimiento Dam Geotechnical Drilling and Piezometer Installation Plan*, will require finalizing upon receipt of FERC and DSOD comments. Some responses to comments and associated revisions are expected, and up to 50 labor hours are budgeted for this effort. The scope of work for this task includes addressing one round of review comments from FERC and DSOD and development of a single revised, final work plan. The revised work plan will be submitted to MCWRA for their review and submission to FERC and DSOD. Developing responses to comments from MCWRA, DSOD, and/or FERC beyond 50 labor hours is not included in the budget for this task.

TASK 3 - FIELD INVESTIGATION

The proposed field investigation will provide data to support the seismic stability evaluation of the dam embankment. The investigation will be carried out to obtain data to address the following subjects:

- Engineering properties of the dam embankment materials
- Thickness and engineering properties of the alluvium in the dam foundation
- Lithology and engineering geology of the foundation bedrock
- Phreatic surface in the dam embankment core and downstream shell zones

To accomplish these objectives, the proposed geotechnical investigation program includes the following activities:

- Drilling and sampling 12 rotary wash soil borings through the dam embankment, underlying alluvium, and into bedrock;
- Extending one boring at least 30 meters into bedrock;
- Performing downhole P-wave and S-wave seismic velocity surveys in five of the borings;
- Constructing open standpipe PVC piezometers in six of the borings; and
- Laboratory testing of recovered soil samples.

The proposed exploratory boring locations are shown in plan view on Figure 1 of the *Nacimiento Dam Geotechnical Drilling and Piezometer Installation Plan* (AECOM, 2020). The borings are laid out on the dam crest and downstream slope with two rows of four borings each perpendicular to the dam crest approximately on either side of the maximum section, three additional borings on the lower berm, and one additional boring at the downstream toe between the two four-boring rows. The planned depths, drilling methods, and field testing for each boring are listed in Table 1 of the *Nacimiento Dam Geotechnical Drilling and Piezometer Installation Plan*. Selected borings located on the crest, upper berm, and lower berm will be completed with open standpipe piezometers. One boring at the downstream toe will be drilled at least 30 meters into rock underlying the alluvium beneath the embankment to allow for development of a Vs30 shear wave seismic velocity profile. The proposed number and distribution of borings and piezometers were developed to provide sufficient geotechnical data for the foundation liquefaction potential assessment and seismic stability analysis.

Access to the upper berm on the downstream slope of the dam requires driving directly up a steep portion of the left side of the dam, and therefore, the use of an all-terrain, track-mounted drill is planned. In addition, the assistance of a small bulldozer is anticipated to be needed to pull the track-mounted drill up to the upper berm. The crest borings and all borings on the downstream slope lower berm and at the downstream toe of the dam can be accessed with either an all-terrain or truck-mounted drill rig. All proposed boring locations are on horizontal surfaces and will not require grading.

Although subsurface utilities are not anticipated at the proposed exploration locations, MCWRA engineering and maintenance personnel will be consulted regarding any underground utilities, and boring locations will be cleared by contacting the Underground Service Alert one-call number.

Access to drilling locations on the dam crest will be accomplished with truck-mounted drilling equipment, and will require closing one lane of traffic on Nacimiento Lake Drive during the course of the drilling. This will require an encroachment permit from San Luis Obispo County Department of Public Works. A traffic control subcontractor will be retained to provide necessary signs, cones, and personnel to secure lane closure during drilling operations on the dam crest in accordance with encroachment permit standards. Drilling on the downstream face of the dam or at locations near the dam toe will not require traffic control.

Task 3.1 - Permitting

Drilling and well construction permits will be obtained by AECOM from the San Luis Obispo County Department of Environmental Health for drilling of geotechnical borings and piezometer construction. Other permits and authorizations that may potentially be needed are listed in Section 1.2 of the *Nacimiento Dam Geotechnical Drilling and Piezometer Installation Plan*. Other permits will be obtained by MCWRA.

Task 3.2 - Health and Safety Plan

A Health and Safety Plan (HASP) will be developed to describe required procedures for safe completion of the various field tasks included in the geotechnical investigation. The HASP will include descriptions of the appropriate procedures and hazard mitigation measures related to each task. The HASP will provide contact information for AECOM site personnel as well as Project Manager, Project Geotechnical Engineer, and Project Engineering Geologist. Directions to the nearest hospital and associated map will also be included.

Task 3.3 - Drilling, Sampling, and Piezometer Installation

Rotary wash drilling methods will primarily be used, although hollow stem augers (HSA) will be used to drill the upper 30 feet of the two dam crest borings to advance into the embankment core zone. The HSA will be left in place or steel casing will be inserted into the HSA-drilled hole to act as conductor casing while these borings are drilled deeper with rotary wash equipment. This will isolate the upper cased portion of the boring from the hydraulic pressure generated by the drill fluid. The borings will be advanced using 4½-inch to 6-inch diameter drag or tricone bits at the end of N-size rods. The larger size bit will be necessary on all of the piezometer borings to create a bore hole with suitable annular space around the 2-inch PVC piezometer casing. Each of the borings will be drilled into the in-place rock underlying the dam such that the top of rock elevation can be identified. One boring at the dam toe will be drilled with rock coring equipment at least 30 meters into bedrock to allow for measurement of shear wave velocity (Vs) data.

The general geotechnical drilling and sampling procedures will be as follows:

- Boring locations will be recorded using a handheld GPS device.

- Rotary wash soil drilling methods in accordance with American Society for Testing and Materials (ASTM) D5783 will be the primary drilling technique. HSA drilling methods will be used in the upper 30 feet of the dam core zone borings on the crest. Rock coring will be used in the deep boring 30 meters into bedrock. The rotary wash borings will be advanced using a 4½-inch-diameter drag or tricone bit at the end of N-size rods. Piezometer borings will either be drilled initially with a 6-inch bit or will be reamed with a 6-inch bit after initially drilling to final depth with the 4½-inch bit.
- Samples in the dam core zone borings will be collected with a modified California drive sampler, described in ASTM D3550/D3550M, with a nominal outside diameter of 3 inches and with a Pitcher barrel sampler. Samples in the downstream dam shell zone and underlying alluvial deposits will primarily be collected with a 2-inch outside diameter SPT drive sampler in accordance with ASTM D1586.
- Drive samples will be advanced into the soil using an auto-trip hammer weighing 140 pounds, with a drop height of 30 inches. A hammer calibrated within the last 12 months will be used, or an onsite hammer calibration will be performed.
- A 3-inch diameter Pitcher barrel sampler will be used to obtain relatively undisturbed samples of the dam core zone materials for laboratory testing. The Pitcher barrel sampler will be advanced slowly while carefully monitoring the drill fluid pump pressure. If the pressure increases above the maximum allowed limit (½ psi per foot of boring depth), the sampler advancement will be stopped, and the pump pressure will be reduced to within the allowable limit before proceeding.
- The SPT will be used primarily in granular soils to evaluate the density of the soils. In gravelly soils, SPT blow counts will be noted for each 1-inch of penetration.
- Backfilling of the geotechnical borings will comply with County boring permits using a mixture of neat cement grout that is tremie pumped up from the bottom of the hole.
- At the completion of drilling each boring, drill cuttings and fluids will be placed into drums or bins and disposed of at an approved off-site disposal facility.

The general piezometer installation procedures will be as follows:

- Six open standpipe 2-inch diameter PVC piezometers will be installed in select boreholes: two on the crest, two on the upper berm, and two on the lower berm, as described in Table 1, shown on Figure 1, and detailed on Figure 8, of the *Nacimiento Dam Geotechnical Drilling and Piezometer Installation Plan*.
- Piezometer depths within the boreholes will be chosen to provide a thorough understanding of the piezometric surface within the embankment.
- The piezometers will typically be installed with the slotted portion of the casing and the associated sand pack near the bottom of the borehole.
- One piezometer will be constructed with the sensing zone within the downstream shell zone of the dam, well above the underlying alluvium.
- One of the two planned core zone piezometers will be constructed with a higher sensing zone.
- A bentonite seal will be constructed above the sand pack to prevent infiltration by the overlying cement grout that will backfill the majority of the borehole annulus above the sensing zone of the piezometers.

The drilling, sampling, and piezometer installation field program is based on a subcontract driller operating on a time and materials basis, estimated for an eight-week duration to accomplish the outlined tasks.

Task 3.4 - Geophysical Surveying

Downhole seismic P-wave (V_p) and S-wave (V_s) surveys will be conducted in selected borings, as listed in Table 1 of the Nacimientto Dam Geotechnical Drilling and Piezometer Installation Plan, to provide engineering data for dynamic site response analysis. These seismic surveys involve lowering a probe into the fluid-filled length of a borehole to measure the subsurface compression (P) and shear (S) wave velocities. The probe has an energy source (an internal hammer that can strike the borehole wall) and a receiver that detects when the energy pulse reaches it. Measurements are taken at closely spaced intervals throughout the length of the borehole to provide a detailed seismic velocity profile.

TASK 4 - LABORATORY TESTING

A geotechnical laboratory testing program will be developed to provide index properties and engineering characteristics of the dam embankment and the underlying foundation materials. The testing program will be refined and finalized during subsurface field exploration activities, after the soil and bedrock samples have been obtained and inspected in the laboratory. Reviewed field logs will support the basis for laboratory testing assignments.

The key objectives of the laboratory testing program include: (1) supporting liquefaction assessment of embankment and foundation alluvial soils, and (2) developing updated material characterization of the core zone materials including shear strength characteristics. For liquefaction characteristics, the laboratory testing program will include tests for percentage of fines, plasticity, gradation, and moisture content. For shear strength characteristics, the planned tests will include undrained shear strength and effective and total strength parameters through triaxial ICU tests on relatively undisturbed Pitcher barrel samples.

The anticipated types of laboratory tests include but are not limited to the following:

- Index properties tests (moisture, density, gradation, Atterberg limits - 60 of this testing suite estimated)
- Triaxial shear strength tests for soils (3 unconsolidated undrained and 6 consolidated undrained tests estimated)
- Unconfined compressive strength for bedrock materials

TASK 5 - DATA EVALUATION AND MATERIAL CHARACTERIZATION

Task 5.1 - Data Evaluation

The field boring logs will be reviewed by a Project Engineering Geologist and/or Project Geotechnical Engineer. This QA review of the field logs includes comparison of the descriptions on the logs with the recovered samples. The field logs will be revised and updated as needed based on the laboratory testing results. The field and lab testing data will be summarized and tabulated to facilitate evaluation of the data and material characterization providing the basis for engineering analysis.

Task 5.2 - Investigation Summary Report

A report will be prepared summarizing the results of the field investigation and laboratory testing work. This report will contain a description of the field operations, drafted exploratory boring logs, piezometer construction details, geophysical survey results, and geotechnical laboratory data. The report will not include interpretation of the data. This report will be included as an appendix to the Seismic Stability Report, as described below under Task 6.5.

Task 5.3 - Material Characterization

Results from the field investigations will be used to develop interpreted transverse and longitudinal sections through the dam. These sections will include stick logs of the borings prepared in Task 5.1 and piezometric data gathered from the installed piezometers. The material characterization will include soil conditions in the embankment and foundation in terms of stratification, material types, density, strength, SPT resistance, and other key engineering properties. Previous cross-sections of the dam developed by others will be reviewed and updated and additional sections will be prepared to incorporate new data, as appropriate. Graphical and tabular summaries of the index and engineering properties in the embankment and foundation will be developed. Interpreted density, strength, and other index property characteristics of embankment and foundation materials will be summarized.

TASK 6 - ENGINEERING EVALUATION

The 2019 7th FERC Part 12D Report for Nacimiento Dam indicates that further seismic stability analysis is needed, including determination of the liquefaction potential of streambed gravels beneath the dam (PFM Nos. S-01, S-02, and S-03). The completed initial phase of work to address this directive included development of the *Nacimiento Dam Geotechnical Drilling and Piezometer Installation Plan*, which was submitted by MCWRA to FERC and DSOD for review and comment in February and March 2020, respectively. Once the geotechnical investigations are complete, the seismic performance of the dam will be assessed following state-of-the-practice procedures for evaluating the potential for liquefaction and earthquake-induced deformation of earthfill embankments. The analyses will include the following subtasks:

Task 6.1 - Earthquake Ground Motions

Design earthquake ground motions for use in the analyses will be developed in two steps: 1) development of appropriate earthquake parameters for the site, and 2) development of appropriate ground motion time histories. To reduce the potential for rework, it is planned to submit results of the first step to FERC and DSOD for review and concurrence before proceeding with the second step. This way, any comments on the response spectra can be resolved with FERC and DSOD before the acceleration time histories are developed. It is assumed that conference calls with FERC and DSOD will be sufficient for this purpose. The elements of each step in the process of developing the earthquake ground motions are described below.

Earthquake Parameters

The earthquake parameters that will be developed include magnitude, distance, style of faulting, response spectra, and Arias Intensity for potential maximum credible events on all seismically capable faults in the vicinity of the site. Because of the close proximity and large potential magnitude from the Rinconada Fault, this fault is expected to be the deterministic controlling fault for the ground motions at the site, but will be determined from this evaluation. This work will include developing earthquake parameters and a recommended design response spectrum for Nacimiento Dam. The response spectrum will be developed for site-specific bedrock conditions using the latest Next Generation Attenuation relationships (NGA-West2). The NGA-West2 ground motion prediction models use the shear wave velocities measured in bedrock at the dam site from Tasks 3.3 and 3.4. After receiving concurrence from FERC and DSOD on the proposed response spectra, acceleration time histories will be developed for use in the analysis of the dam.

Earthquake Motions

After receiving concurrence on the proposed earthquake parameters and response spectra from FERC and DSOD, acceleration time histories will be developed for use in the analyses. Three sets of time histories will be developed for the approved design spectrum.

Task 6.2 - Liquefaction Potential

Seismic response analysis will be performed to estimate earthquake-induced stresses using a two-dimensional equivalent linear dynamic finite element analysis program such as QUAD4M. Inputs to the dynamic response analyses will include the acceleration time histories developed as described in Task 6.1. The site response analysis will be performed using the maximum section of the dam.

The dam embankment foundation alluvium liquefaction potential will be evaluated using the results of the two-dimensional dynamic response analyses performed as described above, and the empirically-based method of Boulanger and Idriss (2014). Specifically, the dynamic response analyses will be used to evaluate the earthquake-induced accelerations and stresses within the dam embankment and foundation, and in situ penetration resistance measurements will be used to estimate the cyclic strength and liquefaction resistance of granular soils. The results of these analyses also will be used to estimate the seismic reduction in shear strength (if any) of clayey soils in the dam.

Task 6.3 - Seismic Stability / Deformation Analysis

Permanent deformations of the dam embankment slopes from seismic shaking will be initially estimated by a Newmark type deformation analysis using the yield acceleration concept proposed by Newmark (1965) and modified by Makdisi and Seed (1978). The dynamic response analyses performed in Task 6.2 will provide average seismic coefficient time histories within potential sliding masses in the upstream and downstream slopes of the dam embankment. These time histories will be double integrated (using appropriate yield acceleration thresholds) to estimate the permanent deformation for each potential sliding mass. As part of this task, pseudostatic slope stability analysis will be performed using the computer program SLOPE/W to estimate yield accelerations for the potential critical sliding masses. The computed deformations will be used to develop initial estimates of the residual freeboard, the potential for cracking, and the overall seismic stability of the dam embankment.

Task 6.4 - Nonlinear Deformation Analyses

Assuming the results of the Newmark-type deformation analyses may not show acceptably small deformations, two-dimensional finite difference nonlinear deformation analyses will also be carried out, to provide a better understanding of the seismic performance of the embankment. These analyses will be performed using the computer program FLAC which incorporates a nonlinear constitutive model capable of simulating earthquake induced pore pressure generation (e.g. Dawson et al., 2001; Wang and Makdisi, 1999). The nonlinear analyses will be used to estimate the deformed shape of the dam embankment due to strength loss and seismic loading. This will be used to refine the estimates of residual freeboard, the potential for cracking, and the overall seismic stability of the dam embankment.

Task 6.5 - Seismic Stability Report

Once the analyses are completed, the results of the foundation liquefaction potential assessment and seismic stability / deformation evaluation will be presented and documented in a written seismic stability report. The report will discuss the existing data and the results from the field and laboratory investigations

supporting the liquefaction and seismic stability analyses. Pertinent backup information and discussion of engineering analyses providing the basis for the study findings will also be presented. The field and laboratory data compiled under Task 5.2 will be included as an appendix to the report. The report will discuss the engineering analysis methodology and summary of results. This report is expected to provide applicable information to facilitate further subsequent definition and categorization of PFM Nos. S-01, S-02, S-03, S-08, and S-09 established in the 2019 7th FERC Part 12D Report. A draft report will be submitted to MCWRA for review and comment. Once all MCWRA comments are addressed and incorporated, a revised draft will be prepared for submittal to FERC and DSOD. Comments from FERC and DSOD will be addressed and incorporated and a final report will be prepared.

TASK 7 - PROJECT MANAGEMENT

Throughout the duration of the work, the following project management activities will be carried out under this task:

- Project execution plan preparation and updates as appropriate
- Regular communication and coordination with MCWRA
- Regular progress reporting and invoicing
- Internal team management and progress meetings
- QA/QC review activities
- Project control activities

TASK 8 - MEETINGS

This task includes meetings and conference calls at key times throughout the course of the work. The following meetings are assumed, with up to four senior professionals attending each meeting:

- Three half-day meetings with MCWRA at AECOM's Oakland office, following the field investigation, once results from the engineering evaluation are available, and in preparation of presentations to FERC and DSOD.
- Two all day meetings at FERC offices
- Two 2-hour conference calls with DSOD after completion of the field and laboratory data evaluation and materials characterization, and during establishment of ground motion parameters
- One all-day meeting at the DSOD office for presentation of evaluation results

DELIVERABLES

The deliverables planned as part of the work scope presented above are as follows:

- Final geotechnical investigation work plan (Task 2).
- Investigation Summary Report (draft and final) (Task 5.2).
- Seismic Stability Report (draft, revised draft, and final) (Task 6.5).

POTENTIAL CONTINGENCIES

Possible unforeseen conditions or requirements that may arise during the course of the work could include the following:

- Additional work plan finalization effort due to extensive or delayed FERC or DSOD comments.
- Additional field, lab, or analysis efforts as a result of unexpected FERC or DSOD comments or requirements.
- Additional field work effort due to unforeseen subsurface conditions causing additional work or delays to the work. For example, if drilling within the embankment is slowed or stopped by the

presence of cobbles, boulders, or caving conditions, increased field work cost may occur due to performance of the work later than estimated.

- Additional field work effort due to the presence of very gravelly or cobbly fill and/or alluvial foundation deposits requiring Becker hammer investigation work. Becker hammer subsurface investigations are not included in this Scope of Work because available information on the embankment and streambed materials does not establish a clear need for this more expensive investigation method, though field conditions may be found that require its use. (Becker hammer penetration test data is sometimes required for in-situ density and associated liquefaction susceptibility analysis of gravelly or cobbly soils.)

WORK SCHEDULE

The estimated Work Schedule follows:

Description	Estimated Schedule*
Receive FERC and DSOD comments on and finalize the <i>Nacimiento Dam Geotechnical Drilling and Piezometer Installation Plan</i>	Jun-Jul 2020
Permitting	Jun-Sep 2020
Field Investigation (Drilling, Sampling, Piezometer Installation, Geophysical Survey, Traffic Control)	Apr-Jul 2021
Laboratory Testing, Data Evaluation/Material Characterization	Jul-Aug 2021
Engineering Evaluation (Seismic Stability Analysis)	Sep-Dec 2021

* Extended FERC or DSOD review time will adjust schedule.

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EXHIBIT B

San Antonio Dam Surveillance and Performance Evaluation SCOPE OF WORK and WORK SCHEDULE

INTRODUCTION

San Antonio Dam is under jurisdiction of the California Department of Water Resources, Division of Safety of Dams (DSOD). Annual surveillance and performance evaluation of the dam is prudent and required by DSOD. This Scope of Work includes annual surveillance and performance reporting for San Antonio Dam for the 2020 calendar year.

Payment Provisions and Budget for this work are described in Exhibit C.

SCOPE OF WORK

TASK 1 - ANNUAL INSPECTION

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

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

TASK 2 - PIEZOMETER / DRAIN DATA REVIEW

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

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

TASK 3 - SURVEY DATA REVIEW

Review and evaluate annual dam, spillway, and outlet tunnel survey displacement data supplied by the Agency. Include a comparison of current monitoring data with past data during periods of similar reservoir conditions and against original design assumptions and criteria, as

appropriate, to check for development of significant trends or changes in the data. AECOM is to make recommendations for corrective action if required.

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

TASK 4 - INSTRUMENTATION DATA PLOTS

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

Deliverable: Included in Task 5 deliverables.

TASK 5 - REPORTING

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

Deliverables:

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

TASK 6 - MEETINGS

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

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

TASK 7 - ON-CALL RESPONSE

AECOM shall be available on a time and expense basis in the event of a natural disaster or other threat to San Antonio Dam, or other unexpected urgent situation or unusual operating condition regarding the safety or integrity of the dam. AECOM, in the event of such situation,

would be expected to inspect the dam within 24 hours, or provide detailed monitoring data review and evaluation as applicable, consult with the Agency as needed, and prepare written recommendations for the continued safe operation of the structure. This task would be funded on an as-needed basis.

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

TASK 8 - EARTHQUAKE EVENT DATA REVIEW

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

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

WORK SCHEDULE

The schedule for performing work associated with the 2020 annual surveillance program is based on receipt of all final monitoring data from the Agency by the end of January 2021. Submittal of the draft report is then anticipated by the end of April 2021, with receipt of Agency comments by the middle of May 2021, allowing submittal of the final report by the end of May 2021.

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EXHIBIT C

PAYMENT PROVISIONS

PAYMENT:

For the Scopes of Work defined in Exhibits A and B, Agency shall pay Contractor on a time and expense basis an amount not to exceed \$938,350. Payable costs shall be the sum of direct labor costs, other direct costs and sub-consultant mark-up as defined below. If Contractor time and expense cost necessary to complete the Scopes of Work defined in Exhibits A and B are less than \$938,350 the Agency enjoys the savings. If Contractor requires time and expense to complete the Scopes of Work defined in Exhibits A and B over and above \$938,350 the maximum amount payable to Contractor remains \$938,350. Budget detail is shown in Tables 1 and 2 herein.

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

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

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

DIRECT LABOR RATE SCHEDULE:

The Direct Labor Rate Schedule herein shall be valid for a twelve-month period, beginning July 1, 2020. The hourly billing rate schedule and other direct costs chargeable to the project may be modified as agreed by Agency and Contractor after said period of time. Any agreed labor rate increase shall not exceed the 12-month San Francisco Bay Area CPI for the prior February. The parties shall agree to such modifications in writing as an Amendment to the Agreement.

AECOM Labor Rate Schedule	Rate/Hour
Principal Engineer	\$260.00
Senior Technical Lead.....	\$225.00
Project Manager	\$210.00
Senior Engineer	\$185.00
Project Engineer/Geologist.....	\$155.00
Senior Staff Engineer	\$140.00
Staff Engineer	\$125.00
Support GIS	\$145.00
Support CAD.....	\$125.00
Support Administrative	\$105.00

INVOICES:

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

NOTIFICATION:

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

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Table 2. San Antonio Dam Surveillance and Performance Evaluation Budget.

		Rate:	\$225.00	\$210.00	\$155.00	\$125.00	\$105.00		
Task No	Task Description	Yadon Principal	Kline PM / PE	Eng. Support	CAD / Prod. Support	Admin. Support	Subtotal Manhours	Expenses	Task Cost Estimate
1	Annual Inspection	0	10	0	0	0	10	\$200	\$2,300
2	Piezometer / Drain Data Review	0	40	0	0	0	40	\$0	\$8,400
3	Survey Data Review	0	16	0	0	0	16	\$0	\$3,360
4	Instrumentation Data Plots	0	32	16	0	0	48	\$0	\$9,200
5	Reporting	6	56	16	16	10	104	\$500	\$19,140
6	Meetings	0	12	0	0	0	12	\$150	\$2,670
7	On-Call Response	0	22	0	0	4	26	\$200	\$5,240
8	Earthquake Event Data Review	0	24	0	0	0	24	\$0	\$5,040
Total:		6	212	32	16	14	280	\$1,050	\$55,350

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AMENDMENT No. 1

to

Agreement for Professional Services between

Monterey County Water Resources Agency and AECOM Technical Services, Inc.

The undersigned parties hereby agree to amend that certain Agreement for Professional Services between the Monterey County Water Resources Agency (hereinafter "Agency") and AECOM Technical Services, Inc., (hereinafter "CONTRACTOR") executed and effective on June 8, 2020 (hereinafter "Agreement").

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

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

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

3. Payment to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR the amounts provided in Exhibits C and E for work completed pursuant this Agreement, summarized below:

Original Agreement: \$938,350

Amendment No. 1: \$ 56,666

Not to Exceed Total: \$995,016

Section 32 of the Agreement is hereby amended to read as follows:

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

- Exhibit A** - Nacimiento Dam Seismic Stability Evaluation
Scope of Work and Work Schedule (Original Agreement)
- Exhibit B** - San Antonio Dam Surveillance and Performance Evaluation for 2020
Scope of Work and Work Schedule (Original Agreement)
- Exhibit C** - Payment Provisions (Original Agreement)
- Exhibit D** - San Antonio Dam Surveillance and Performance Evaluation for 2021
Scope of Work and Work Schedule (Amendment No. 1)
- Exhibit E** - Payment Provisions (Amendment No. 1)

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

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

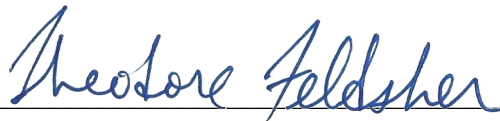
**MONTEREY COUNTY
WATER RESOURCES AGENCY**



Brent Buche, General Manager

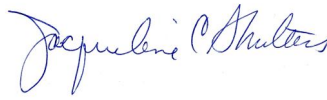
DATED: E-signed 8/2/21

AECOM TECHNICAL SERVICES, INC.

By 
(signature)

Theodore Feldsher, Vice President
(print name and title)*

DATED: 7/22/2021

By 
(signature)

Jacqueline C. Shulters, Vice President
(print name and title)*

DATED: 7/22/2021

* 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.

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

* * * * *

Approved as to form:


Deputy County Counsel

DATED: July 27, 2021

Approved as to fiscal provisions:


CAO Analyst

DATED: 07/28/2021


Auditor-Controller

DATED: 7-27-2021

EXHIBIT D

San Antonio Dam Surveillance and Performance Evaluation SCOPE OF WORK and WORK SCHEDULE

INTRODUCTION

San Antonio Dam is under jurisdiction of the California Department of Water Resources, Division of Safety of Dams (DSOD). Annual surveillance and performance evaluation of the dam is prudent and required by DSOD. This Scope of Work includes San Antonio Dam data review and on-call response for Fiscal Year 2021-22 and performance report for the 2021 calendar year.

Payment Provisions and Budget for this work are described in Exhibit E.

SCOPE OF WORK

TASK 1 - ANNUAL INSPECTION

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

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

TASK 2 - PIEZOMETER / DRAIN DATA REVIEW

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

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

TASK 3 - SURVEY DATA REVIEW

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

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

TASK 4 - INSTRUMENTATION DATA PLOTS

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

Deliverable: Included in Task 5 deliverables.

TASK 5 - REPORTING

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

Deliverables:

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

TASK 6 - MEETINGS

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

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

TASK 7 - ON-CALL RESPONSE

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

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

TASK 8 - EARTHQUAKE EVENT DATA REVIEW

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

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

SCHEDULE

The schedule for performing work associated with the 2021 annual surveillance program is based on receipt of all final monitoring data from the Agency by the end of January 2022. Submittal of the draft report is then anticipated by the end of March 2022, with receipt of Agency comments by the middle of April 2022, allowing submittal of the final report by the end of April 2022.

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EXHIBIT E

PAYMENT PROVISIONS

PAYMENT:

For the Scopes of Work defined in Exhibits A, B and D, Agency shall pay Contractor on a time and expense basis an amount not to exceed \$995,016. Payable costs shall be the sum of direct labor costs, other direct costs and sub-consultant mark-up as defined below. If Contractor time and expense cost necessary to complete the Scopes of Work defined in Exhibits A, B and D are less than \$995,016 the Agency enjoys the savings. If Contractor requires time and expense to complete the Scopes of Work defined in Exhibits A, B and D over and above \$995,016 the maximum amount payable to Contractor remains \$995,016. Budget detail is shown in Exhibit C and Table 1 herein.

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

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

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

DIRECT LABOR RATE SCHEDULE:

The Direct Labor Rate Schedule herein replaces the Direct Labor Rate Schedule in Exhibit C beginning July 1, 2021 and shall be valid for a twelve-month period. The hourly billing rate schedule and other direct costs chargeable to the work may be modified as agreed by Agency and Contractor after said period of time. Any agreed labor rate increase shall not exceed the 12-month San Francisco Bay Area CPI for the prior February. The parties shall agree to such modifications in writing as an Amendment to the Agreement.

AECOM Labor Rate Schedule	Rate/Hour
Principal Engineer	\$264
Senior Technical Lead	\$229
Project Manager	\$213
Senior Engineer	\$188
Project Engineer/Geologist.....	\$157
Senior Staff Engineer	\$142
Staff Engineer	\$127
Support GIS	\$147
Support CAD.....	\$127
Support Administrative	\$105

INVOICES:

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

NOTIFICATION:

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

Table 1. San Antonio Dam Surveillance and Performance Evaluation Budget for FY 2021-22.

		Rate:	\$235.00	\$220.00	\$157.00	\$127.00	\$105.00		
Task No.	Task Description	Yadon Principal Engineer	Kline Sr Tech Lead	Project Engineer	Support CAD	Support Admin	Subtotal Manhours	Expenses	Task Cost Estimate
1	Annual Inspection	0	10	0	0	0	10	\$200	\$2,400
2	Piezometer / Drain Data Review	0	40	0	0	0	40	\$0	\$8,800
3	Survey Data Review	0	16	0	0	0	16	\$0	\$3,520
4	Instrumentation Data Plots	0	32	16	0	0	48	\$0	\$9,552
5	Reporting	4	56	16	16	10	102	\$500	\$19,354
6	Meetings	0	12	0	0	0	12	\$100	\$2,740
7	On-Call Response	0	20	0	0	4	24	\$200	\$5,020
8	Earthquake Event Data Review	0	24	0	0	0	24	\$0	\$5,280
Total:		4	210	32	16	14	276	\$1,000	\$56,666

**AMENDMENT NO. 2
TO AGREEMENT BY AND BETWEEN
MONTEREY COUNTY WATER RESOURCES AGENCY &
AECOM TECHNICAL SERVICES, INC.**

THIS AMENDMENT NO. 2 is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of a time extension by and between **AECOM Technical Services, Inc.** hereinafter “CONTRACTOR”, and the Monterey County Water Resources Agency, a political subdivision of the State of California, hereinafter referred to as “Agency”.

WHEREAS, the Agency and CONTRACTOR wish to amend the AGREEMENT to reflect the Agency’s exercise of the option to extend the term of the agreement for three (3) years.

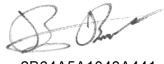
NOW THEREFORE, the Agency and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 2, Term of Agreement. The term of this agreement shall begin on June 1, 2020, by CONTRACTOR and Agency, and will terminate on June 30, 2025, unless earlier terminated as provided herein.
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 2 and shall continue in full force and effect as set forth in the AGREEMENT.
3. A copy of this AMENDMENT NO. 2 shall be attached to the original AGREEMENT dated June 1, 2020.

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT NO. 2 on the day and year written below.

MONTEREY COUNTY WATER
RESOURCES AGENCY


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Brent Buche, General Manager

Dated: 6/29/2022 | 8:33 AM PDT

Approved as to Fiscal Provisions:


4E7E657875454AE...

Deputy Auditor/Controller


Dated: 6/22/2022 | 11:38 AM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:


22D690CA05A940B...

Assistant County Counsel

Dated: 6/22/2022 | 9:16 AM PDT

CONTRACTOR

By: 

Signature of Chair, President, or
Vice-President

Theodore Feldsher, Vice President

Printed Name and Title

Dated: April 23, 2022

By: 

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Associate Vice President

Printed Name and Title

Dated: April 25, 2022

*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.



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

BOARD ORDER No. _____

**APPROVE AMENDMENT NO. 3 TO THE AGREEMENT)
FOR PROFESSIONAL SERVICES WITH AECOM)
TECHNICAL SERVICES, INC. TO INCREASE HOURLY)
RATES BY APPROXIMATELY THREE PERCENT FOR)
SEISMIC STABILITY ANALYSIS WORK FOR NACIMIENTO)
DAM; AND AUTHORIZE THE GENERAL MANAGER TO)
EXECUTE THE AMENDMENT)**

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

1. Approves Amendment No. 3 to the Agreement for Professional Services with AECOM Technical Services, Inc. to increase hourly rates by approximately three percent for seismic stability analysis work for Nacimiento Dam; and
2. Authorizes the General Manager to execute the Amendment.

PASSED AND ADOPTED on this **19th** day of **September 2022**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

BY: John Baillie, 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 22-153

September 19, 2022

Introduced: 9/9/2022

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Consider authorizing the General Manager to enter into a Subgrant Agreement with the Salinas Valley Basin Groundwater Sustainability Agency to receive funding related to Grant Agreement 4600014638 Sustainable Groundwater Management Act Implementation Grant of \$3,690,000 to financially support the MCWRA's involvement in the 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation.

RECOMMENDATION:

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

Authorize the General Manager to enter into a Subgrant Agreement with the Salinas Valley Basin Groundwater Sustainability Agency to receive funding related to Grant Agreement 4600014638 Sustainable Groundwater Management Act Implementation Grant of \$3,690,000 to financially support the MCWRA's involvement in the 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation.

SUMMARY/DISCUSSION:

The 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan was approved by the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) and the California Department of Water Resources (DWR) and grant funding has become available from the DWR for Phase 1 Implementation projects. The SVBGSA was awarded \$7.6 million for a project which consists of nine components. The approved Work Plan includes activities associated with planning, development, preparation and/or implementation of the Dry Chlorine Scrubber Upgrade, Castroville Seawater Intrusion Project Distribution System Upgrades, Interested Parties Outreach and Engagement, Feasibility Studies on Aquifer Storage and Recovery, Demand Management Feasibility, Compliance Reporting and Data Expansion and Operationalize Deep Aquifer Study Recommendations along with grant administration tasks.

MCWRA is working collaboratively on a number of the project components and therefore has been identified as the recipient of some of the grant funding as a subgrantee. A proposed Subgrant Agreement has identified the components, tasks, funding and timelines for MCWRA to complete the work. This proposes that MCWRA be eligible to receive Grant Funds for Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Recycled Water Plant; Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades; Component 5: Conduct Feasibility Study on Aquifer Storage and Recovery; and Component 7: Compliance Reporting and Data Expansion. The costs for MCWRA's effort on each of the components are \$1,185,000 for Component 2; \$2,150,000 for Component 3; \$45,000 for Component 5; and \$310,000 for

Component 7, for a total of \$3,690,000.

Eligible Project Costs include those directly related to the Work Plan incurred after December 17, 2021, but before April 30, 2025. No cost share is required by the Subgrantee for the Project. However, the subgrant award is not expected to cover the full cost of Components 2 and 3 related to CSIP Improvements projects. Component 2 for the Dry Chlorine Scrubber Upgrade at the Salinas Valley Reclamation Plant has been funded in FY22 and FY23 budgets and this subgrant will make this project fully funded. Component 3 for the CSIP Distribution System Upgrades is partially funded in FY23 and may require additional funding to support construction of improvements in FY24. The preliminary estimate for completing the planning, design and construction of this component is \$4.3 million. Therefore, an additional \$2.2 million may be needed to complete the project. More accurate estimates will be performed in the first phase of the project which includes modeling and design efforts. Component 5 analyzes the re-operation of MCWRA reservoirs, use of MCWRA's Salinas River Diversion Facility, and the feasibility of Aquifer Storage and Recovery. Component 7 will include planning and implementation of the expansion of the Groundwater Extraction Management System (GEMS) program. The efforts by MCWRA staff for both Components 5 and 7 and should be fully covered in the grant funding.

Strategic Plan Goals and Objectives

Agency efforts on this process aligns with Monterey County Water Resources Agency Strategic Plan Goal A (infrastructure maintenance):

- Strategy 2: Create a comprehensive capital improvement plan for all facilities which includes preventive maintenance, addressing backlog of maintenance repairs, and making improvements to ensure safe and reliable facilities;
- Strategy 3: Create a funding plan for infrastructure maintenance;

Goal B (planning and new projects):

- Strategy 1. Expand and optimize the Castroville Seawater Intrusion Project (CSIP) system.
- Strategy 2. Collaborate with local Groundwater Sustainability Agencies (GSAs), define MCWRA's role, and implement a GSA integration plan.
- Strategy 5. Develop plans to enhance our critical water resources facilities and increase sustainability.
- Strategy 7: Use data and analysis to make informed decisions.

Goal C (Financial Sustainability):

- Strategy 6. Pursue grant funding and cost saving opportunities from all available sources, including collaborating with the GSA.

Goal E (Community Relations):

- Strategy 4: Provide information on Agency Operations to stakeholders.

OTHER AGENCY INVOLVEMENT:

Salinas Valley Basin Groundwater Sustainability Agency, California Department of Water Resources, and Monterey One Water

FINANCING:

The approved FY22 and FY 23 MCWRA budgets include staff time, consultants costs and

reimbursable funds for these projects within Funds 111, 116, 131 and 134. The remaining reimbursable and total project funds described in this grant will be identified in future MCWRA budgets.

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

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

Attachments:

1. Salinas Valley Basin GSP Final Grant Agreement Number 4600014638 with DWR for the SGMA Implementation Grant
2. Subgrant Agreement Between SVBGSA and MCWRA Related To Grant Agreement Number 4600014638 Sustainable Groundwater Planning Management Act SGMA Implementation Grant
3. Board Order



Monterey County

Item No.6

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OTHER AGENCY INVOLVEMENT:

Salinas Valley Basin Groundwater Sustainability Agency, California Department of Water Resources, and Monterey One Water

FINANCING:

The approved FY22 and FY 23 MCWRA budgets include staff time, consultants costs and

reimbursable funds for these projects within Funds 111, 116, 131 and 134. The remaining reimbursable and total project funds described in this grant will be identified in future MCWRA budgets.

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

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

Attachments:

1. Salinas Valley Basin GSP Final Grant Agreement Number 4600014638 with DWR for the SGMA Implementation Grant
2. Subgrant Agreement Between SVBGSA and MCWRA Related To Grant Agreement Number 4600014638 Sustainable Groundwater Planning Management Act SGMA Implementation Grant
3. Board Order

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
SALINAS VALLEY BASIN GROUNDWATER MANAGEMENT AGENCY
AGREEMENT NUMBER 4600014638**

SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION GRANT

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR" and the Salinas Valley Basin Groundwater Management Agency, a public agency, in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

1. PURPOSE. The State shall provide funding from the Budget Act of 2021 (Stats. 2021, ch. 240, § 80) to the Grantee to assist in financing the 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022-2024) (Project). By executing this Agreement, the Grantee certifies that the purpose of the Project is to implement SGMA as outlined in the Grantee's Groundwater Sustainability Plan (GSP) or Alternative to a GSP. The provision of State funds pursuant to this Agreement shall not be construed or interpreted to mean that the Groundwater Sustainability Plan (GSP) or Alternative to GSP, or any components of the GSP, implemented in accordance with the Work Plan as set forth in Exhibit A will be: adopted by the applicable Groundwater Sustainability Agency (GSA); obtain the necessary desirable results of Sustainable Management Criteria; or, meet all of the evaluation and assessment criteria when submitted to DWR as required by the SGMA and implementing regulations.
2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on JULY 26, 2022, and ends three (3) years following the final payment unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by APRIL 30, 2025, and no funds may be requested after JUNE 30, 2025.
3. GRANT AMOUNT. The maximum amount payable by the State under this Agreement shall not exceed \$7,600,000.
4. GRANTEE COST SHARE. Not applicable.
5. BASIC CONDITIONS. The State shall have no obligation to disburse money for the Project under this Grant Agreement until the Grantee has satisfied the following conditions:
 - A. The Grantee must demonstrate compliance with all eligibility criteria set forth on Pages 7 through 13 of the *SGM Grant Program 2021 Guidelines* (2021 Guidelines).
 - B. For the term of this Grant Agreement, the Grantee submits Quarterly Progress Reports, associated quarterly invoices, and all invoice backup documentation no later than sixty (60) days following the end of the calendar quarter (e.g. submitted by May 30th, August 29th, November 29th, and February 28th) and all other deliverables as required by Paragraph 12, "Submission of Reports" and Exhibit A, "Work Plan".
 - C. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State:
 - i. Final plans and specifications certified by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A, "Work Plan" of this Grant Agreement.
 - ii. Work that is subject to the California Environmental Quality Act (CEQA) process and/or environmental permitting shall not proceed under this Grant Agreement until the following actions are performed:
 - a. The Grantee submits to the State all applicable environmental permits as indicated on the Environmental Information Form (EIF) to the State,
 - b. Documents that satisfy the CEQA process are received by the State,
 - c. The State has completed its CEQA compliance review as a Responsible Agency, and

- d. The Grantee receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. The Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.

iii. A monitoring plan as required by Paragraph 14, "Project Monitoring Plan Requirements."

- 6. DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
- 7. ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after DECEMBER 17, 2021, shall be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to the following items:

- A. Costs for preparing and filing a grant application and/or Spending Plan.
- B. Costs associated with the formation of a GSA(s) or other board formation that is responsible for implementing SGMA.
- C. Operation and maintenance costs, including post construction performance and monitoring costs.
- D. Purchase of equipment not an integral part of a project.
- E. Establishing a reserve fund.
- F. Purchase of water supplies.
- G. Replacement of existing funding sources for ongoing programs.
- H. Travel and per diem costs, except for mileage.
- I. Support of existing agency requirements and mandates.
- J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
- K. Meals, food items, or refreshments.
- L. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.

M. Overhead and indirect costs: "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

8. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee via US mail or Express mail delivery of a "wet signature" invoice or an electronic invoice certified and transmitted via DocuSign for costs incurred and timely Quarterly Progress Reports as required by Paragraph 12, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Invoices must accompany a Quarterly Progress Report and shall be submitted within no later than sixty (60) days following the end of the calendar quarter (e.g. submitted by May 30th, August 29th, November 29th, and February 28th). The State will notify the Grantee, in a timely manner, whenever, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice. If backup documentation provided is outside of the period identified in the particular invoice, the Grantee must provide justification within the associated Quarterly Progress Report and note the discrepancy on the Invoice Submittal Summary Sheet.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
 - i. Invoices must contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
 - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget". The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount".

Original signature and date (in ink) of the Grantee's Project Representative. Submit the original "wet signature" copy of the invoice form to the following address: Maria Jochimsen at P.O. Box 942836, Sacramento, CA 94236-0001 or an electronic signature certified and transmitted via DocuSign from authorized representative to Maria Jochimsen at Maria.Jochimsen@water.ca.gov.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any

invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs/cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

9. WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 10, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 10. If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

10. DEFAULT PROVISIONS. The Grantee will be in default under this Grant Agreement if any of the following occur:

- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
- B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
- C. Failure to operate or maintain the Project in accordance with this Grant Agreement.
- D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
- E. Failure to submit quarterly progress reports pursuant to Paragraph 5.
- F. Failure to routinely invoice the State pursuant to Paragraph 8.
- G. Failure to meet any of the requirements set forth in Paragraph 11, "Continuing Eligibility."

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

- A. Declare the funding be immediately repaid.
- B. Terminate any obligation to make future payments to the Grantee.
- C. Terminate the Grant Agreement.
- D. Take any other action that it deems necessary to protect its interests.

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

11. CONTINUING ELIGIBILITY. The Grantee must meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2021 Guidelines to remain eligible to receive State funds:
- A. The Grantee must continue to demonstrate eligibility and the groundwater basin must continue to be an eligible basin as outlined in the 2021 Guidelines and 2021 PSP.
 - B. Grantee must adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406) for data sharing, transparency, documentation, and quality control.
 - C. If the Grantee diverting surface water, the Grantee must maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et seq.
 - D. If applicable, maintain compliance with the Urban Water Management Planning Act (Wat. Code, § 10610 et seq.).
 - E. If applicable, maintain compliance with Sustainable Water Use and Demand Reduction requirements outlined in Water Code Section 10608, et seq.
 - F. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
12. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Grant Manager, and shall be submitted via DWR's "Grant Review and Tracking System" (GRanTS), or an equivalent online submittal tool. If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such project.
- A. Quarterly Progress Reports: The Grantee shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be uploaded via GRanTS, or an equivalent online submittal tool, and the State's Grant Manager notified of upload. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, the Grantees activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Quarterly Progress Report and associated quarterly invoice should be submitted to the State no later than NOVEMBER 30, 2022, with future reports then due on successive three-month increments based on the invoicing schedule and this date. The DWR Grant Manager will provide a Quarterly Progress Report template that shall be used for the duration of the Agreement.

- B. Groundwater Sustainability Plan or Alternative: The Grantee shall ensure that any updates to the GSP or Alternative shall be formatted, drafted, prepared, and completed as required by the GSP Regulations, and in accordance with any other regulations or requirements that are stipulated through SGMA.
- C. Component Completion Report(s): The Grantee shall prepare and submit to the State a separate Component Completion Report for each component included in Exhibit A, "Work Plan". The Grantee shall submit a Component Completion Report within ninety (90) calendar days of component completion or before the work completion date in Paragraph 2, whichever is earliest. Each Component Completion Report shall include, in part, a description of actual work done, any changes or amendments to each component, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Component Completion Report shall also include, if applicable, certification of final component by a California Registered Civil Engineer (or equivalent registered professional as appropriate), consistent with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer". A DWR "Certification of Project Completion" form will be provided by the State.
- D. Grant Completion Report: Upon completion of the Project included in Exhibit A, "Work Plan" the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibit F, "Report Formats and Requirements". Retention for the last project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to be approved by the State. The Grantee must submit the draft Grant Completion Report to the DWR Grant Manager for comment and review 90 days before the work completion date listed in Paragraph 2. DWR's Grant Manager will review the Draft Grant Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Completion Report addressing the DWR Grant Manager's comments prior to the work completion date listed in Paragraph 2. The Grantee must obtain the DWR Grant Manager's approval of the report within 30 days after the work completion date.
- E. Post-Performance Reports (PPRs): The Grantee shall submit PPRs to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the completed project begins operation.
- F. Deliverable Due Date Schedule: The Grantee shall submit a Deliverable Due Date Schedule within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the Deliverable Due Date Schedule has been received by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager and the revised schedule saved in the appropriate project files.
- G. Environmental Information Form (EIF): Prepare and submit the EIF within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the EIF has been received by the DWR Grant Manager.
13. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material

and labor needed for operations, utilities, insurance, and similar expenses, and “maintenance costs” include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 10, “Default Provisions.”

14. PROJECT MONITORING PLAN REQUIREMENTS. As required in Exhibit A, “Work Plan”, a Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post Performance Monitoring Report requirements as defined and listed in Exhibit J, “Monitoring and Maintenance Plan Components”. The SGM Grant Program has developed post construction monitoring methodologies that shall be used for the Post Performance Reporting.
15. STATEWIDE MONITORING REQUIREMENTS. The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Wat. Code, § 10780 et seq.) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G, “Requirements for Data Submittal” for web links and information regarding other State monitoring and data reporting requirements.
16. NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
 - A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 - B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State’s representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
 - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
 - D. The initiation of any litigation or the threat of litigation against the Grantee regarding the Project or that may affect the Project in any way.
 - E. For implementation/construction Projects, final inspection of the completed work on a project by a Registered Civil Engineer, in accordance with Standard Condition D.18, “Final Inspections and Certification of Registered Civil Engineer.” The Grantee shall notify the State’s Grant Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
17. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
 - A. By delivery in person.
 - B. By certified U.S. mail, return receipt requested, postage prepaid.
 - C. By “overnight” delivery service; provided that next-business-day delivery is requested by the sender.

D. By electronic means.

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

18. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

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

Department of Water Resources
Arthur Hinojosa
Manager, Division of Regional Assistance
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 902-6713
Email: Arthur.Hinojosa@water.ca.gov

Salinas Valley Basin GSA
Donna Meyers
General Manager,
P.O. Box 1350
Carmel Valley, CA 93924
Phone: (831) 471-7512 x203
Email: meyersd@svbgsa.org

Direct all inquiries to the Grant Manager:

Department of Water Resources
Maria Jochimsen
Environmental Scientist,
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 902-7423
Email: Maria.Jochimsen@water.ca.gov

Salinas Valley Basin GSA
Donna Meyers,
General Manager,
P.O. Box 1350
Carmel Valley, CA 93924
Phone: (831) 471-7512 x203
Email: meyersd@svbgsa.org

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

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

Exhibit A– Work Plan

Exhibit B– Budget

Exhibit C– Schedule

Exhibit D– Standard Conditions

Exhibit E– Authorizing Resolution Accepting Funds

Exhibit F– Report Formats and Requirements

Exhibit G– Requirements for Data Submittal

Exhibit H– State Audit Document Requirements and Funding Match Guidelines for Grantees

Exhibit I– Project Location

- Exhibit J– Monitoring and Maintenance Plan Components
- Exhibit K– Local Project Sponsors
- Exhibit L– Appraisal Specifications
- Exhibit M– Information Needed for Escrow Process and Closure
- Exhibit N– Project Monitoring Plan Guidance
- Exhibit O– Invoice Guidance for Administrative and Overhead Charges

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

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

Salinas Valley Basin GSA

Arthur Hinojosa
Manager, Division of Regional Assistance

Donna Meyers
General Manager

Date_____

Date_____

Approved as to Legal Form and Sufficiency

_____ for
Robin Brewer
Assistant General Counsel,
Office of the General Counsel

Date_____

Exhibit A

WORK PLAN

Project Title: 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022-2024) (Project)

Project Description: This Work Plan includes activities associated with planning, development, preparation and/or implementation of the Dry Chlorine Scrubber Upgrade, Castroville Seawater Intrusion Project Distribution System Upgrades, Interested Parties Outreach and Engagement, Feasibility Studies on Aquifer Storage and Recovery, Demand Management Feasibility, Compliance Reporting and Data Expansion and Operationalize Deep Aquifer Study Recommendations along with grant administration tasks for the 180/400 Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022 – 2024). The Project consists of nine Components:

- Component 1: Grant Agreement Administration
- Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Recycled Water Plant
- Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades
- Component 4: Interested Parties Outreach and Engagement
- Component 5: Conduct Feasibility Study on Aquifer Storage and Recovery
- Component 6: Demand Management Feasibility
- Component 7: Compliance Reporting and Data Expansion
- Component 8: Implement Deep Aquifer Study Recommendations
- Component 9: Seawater Intrusion Feasibility Study

COMPONENT 1: GRANT AGREEMENT ADMINISTRATION

Category (a): Grant Agreement Administration

Prepare reports detailing work completed during reporting period as outlined in Exhibit F, “Report Formats and Requirements” of this Agreement. Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports and should be submitted to the DWR Grant Manager for review to receive reimbursement of Eligible Project Costs. Collect and organize backup documentation by component, budget category, and task and prepare a summary Excel document detailing contents of the backup documentation organized by component, budget category, and task.

Prepare and submit the Environmental Information Form (EIF) within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the EIF has been received by the DWR Grant Manager. Submit a deliverable due date schedule within 30 days of the execution date of the Grant Agreement to be reviewed and approved by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager and the revised schedule saved in the appropriate project files.

If not addressed in a component category (a), Component Administration, prepare Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for each component as outlined in Exhibit C. DWR’s Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager’s comments within 30 days before each Component end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, “Report Formats and Requirements” and approved by the DWR Grant Manager within

30 days after the end date. All deliverables listed within the Work Plan shall be submitted with each Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Prepare the Draft Grant Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the work completion date listed in Paragraph 2. DWR's Grant Manager will review the Draft Grant Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Completion Report addressing the DWR Grant Manager's comments prior to the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion report. However, all eligible charges accrued after the work completion date in Paragraph 2 will not be reimbursed. The retention invoice must be received, process, and through DWRs accounting office by the not funds may be requested after date outlined in Paragraph 2. All deliverables listed within the Work Plan shall be submitted with the Final Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- EIF
- Deliverable due date schedule
- Quarterly Progress Reports, Quarterly Invoices, and all required backup documentation
- Draft and Final Component Completion Reports
- Draft and Final Grant Completion Reports

COMPONENT 2: DRY CHLORINE SCRUBBER UPGRADE AT MONTEREY ONE WATER RECYCLE WATER PLANT

Component 2 involves construction of a dry scrubber system for the Salinas Valley Reclamation Project (SVRP) which is owned and operated by the Monterey One Water (M1W) Recycled Water Plant. This will allow the recycled water system to operated year-round, which will improve both the ability to reliably irrigate agricultural land with recycled water, and the sustainability of the Salinas Valley Groundwater Basin by decreasing reliance on groundwater. Component 2 will enable reduced use of Monterey County Water Resources Agency's (MCWRA) Supplemental Wells during wintertime chlorine system shutdowns by approximately 345 acre-feet per year. This pumping reduction estimate is based on three weeks per year of system shutdown and 115 acre-feet per week of deliveries, the average weekly demand in January between 2012 and 2019. Reducing Supplemental Well use by 345 acre-feet per year will reduce the potential for increased seawater intrusion by improving the overall water balance of the groundwater basin and maintaining the groundwater elevations in the vicinity of these wells, which primarily draw water from the 400-Foot Aquifer of the Subbasin.

Category (a): Component Administration

Not applicable for this Component

Category (b): Planning / Design / Environmental

Not applicable for this Component

Category (c). Implementation/Construction

Task 1. Construction of Scrubber Upgrade

Construct the upgrades to the chlorine building to install the new scrubber system including assessing general conditions, installing new tanks and media, modifying ductwork, upgrading electrical systems and instrumentation, as well as demolition of existing equipment. Construction activities will include minor excavation of pipelines and conduits, pavement demolition and removal, cutting, laying, and welding pipelines and pipe connections; pouring concrete footings for foundations, sluice gate structure, and other support equipment; installing piping, sluice gates and electrical equipment; testing and commissioning facilities; and Supervisory Control and Data Acquisition (SCADA) changes to control new equipment.

Deliverables:

- Photographs of key construction site improvements
- Record drawings/as-built drawings
- Certification of project completion

Category (d): Monitoring / Assessment

Not applicable for this Component.

Category (e): Engagement / Outreach

Not applicable for this Component.

COMPONENT 3: CATROVILLE SEAWATER INTRUSION PROJECT (CSIP) DISTRIBUTION SYSTEM UPGRADES

Component 3 enhances water production from recycled sources and conveyance through the CSIP Distribution System via several upgrades that remedy conveyance limitations and distribution reductions by producing a water scheduling system for use by agriculture. The CSIP Distribution System will result in operational efficiencies and new operational conditions and terms including rules, requirements and/or enforcement methods. The water scheduling system will allow for ongoing monitoring to ensure that CSIP irrigators use recycled water as ordered. The system will result in proactive CSIP system management and reduce supplemental well use in the 180/400-Foot Aquifer Subbasin. Component 3 will upgrade 165 linear feet of critical CSIP pipeline, specifically at the A-1 Monitoring Station (herein referred to as the A-1 Site), to be able to convey higher flows to most of the CSIP system and to optimize pressure. This will result in total pumping reduction from supplemental wells in a range from a low of 248 acre-feet per year (AFY) to a high of 1,625 AFY, with a long-term average of 1,200 to 1,600 AFY.

Category (a): Component Administration

Prepare reports detailing Component 3 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by Component 3 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 3 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 3 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Planning / Design / Environmental**Task 1. Hydraulic Modeling**

Prepare and run a dynamic hydraulic model of the regional systems, focusing on the SVRP production, system storage, CSIP distribution system conveyance capacity (pressure and flows throughout the system), and

current irrigation flow demands to inform the programming and control narrative for safe, efficient operations of the system and appropriate demand limits throughout the system to inform the design process described in Site Upgrade tasks.

Deliverables:

- Information Needs List
- M1W Regional Water Balance Visual Model Output – SVRP Flow Volume Projections
- Final Existing System Deficiencies Technical Memorandum
- Final Modeling Results Technical Memorandum

Task 2. Development of Water Scheduling System

Develop water scheduling protocols that will provide MCWRA and M1W the ability to schedule water orders from CSIP irrigators to use recycled water based on the results of the dynamic hydraulic modeling in Task 1. Conduct ongoing monitoring to ensure that CSIP irrigators use recycled water as ordered and to manage the CSIP system proactively and adaptively to reduce supplemental well use in the critically over-drafted basin. Conduct interested party involvement through the Water Quality and Operations Committee, Basin Management Advisory Committee, Board of Directors, and Board of Supervisors.

Deliverables:

- Agricultural Irrigation Water Scheduling Protocols

Task 3. Review Technical Studies/Basis of Design Technical Memorandum

Collect and review relevant project reports, records, data, maps, and other documents relevant to defining the limits and the scope of the project design. Identify the anticipated tests and evaluations that will be needed to complete the design. Verify as-built conditions in the field and make necessary modifications observed during field trip to the existing drawings to assure that proposed modifications are constructible. Conduct a site survey, geotechnical investigations/borings, and property/land surveys, if necessary.

Conduct field review site visit with meeting and delivery of a technical summarizing results of the evaluation and supporting information for the selected design. Provide the Draft Memorandum to M1W and MCWRA staff for their comment and discussion.

Deliverables:

- Basis of Design Technical Memorandum
- Geotechnical Investigation Technical Memorandum
- Property Survey

Task 4. Design Plans, Specifications, Estimates, & Bids

Develop the 60% design plans and specifications for Component 3 and submit them to the DWR Grant Manager for review and concurrence prior to completing the final design plans and specifications. After review of the 60% design plans and specifications by Grantee and concurrence by the DWR Grant Manager, prepare the 100% design plans and specifications in accordance with requirements for public bidding for construction. Submit the 100% design plans and specifications to the DWR Grant Manager for review and concurrence prior to advertising Component 3 for bids. Field checked plans for accuracy and coordination between disciplines, including with M1W operators and maintenance crews. Prepare the Bid Documents that will include the plans, specifications, and an engineer's cost estimate for Component 3. Advertise bid as required by public contracting requirements and award the contract.

Deliverables:

- 60% design plans and specifications

- 100% design plans and specifications
- Bid documents
- Summary of Bids and Staff Report requesting approval of contract

Task 5. Site Permitting and Entitlements

Prepare and obtain all necessary permits to construct Component 3. Obtain access agreements, entitlements, for temporary or permanent access to the properties for construction and long-term operations and maintenance of Component 3. Submit all permits to the DWR Grant Manager for review and concurrence prior to beginning construction activities.

Deliverables:

- Easement agreement(s)
- All required permit(s)

Task 6. Environmental Documentation

Prepare the appropriate CEQA documentation(s) for Component 3 and file the document(s) with the County Clerk's Office. Submit the CEQA documentation(s) to the DWR Grant Manager for review and concurrence prior to beginning construction activities. Construction may not begin and no costs for Task 7 of this Component may be incurred until the State has reviewed the CEQA document(s), completed its CEQA responsible agency responsibilities and given its environmental clearance in accordance with Paragraphs 5 and D.8 of this Agreement. Any costs incurred for Task 7 of this Component prior to DWR giving its environmental clearance shall not be reimbursed and any such amounts shall be deducted from the total Grant Amount in Paragraph 3.

Deliverables:

- CEQA document(s)

Category (c). Implementation / Construction

Task 7. Construction of A-1 Site Piping Upgrades

Construct Component 3 per the final plans and specifications as outlined in the awarded bid contract. Provide photo documentation of construction activities and include those in the associated quarterly Progress Report(s). Perform engineering services during construction and construction management consultant services, which include reviewing project submittals and responding to the Contractor with the Engineer's review comments, attending construction meetings, special as-needed field visits, reviewing and responding to requests for information and contract change orders, and redesign as necessary to accommodate unforeseen field conditions.

Deliverables:

- Photograph documentation and construction progress
- Record drawings/as-built drawings
- Certification of project completion

Task 8. Engineering Design Services During Construction and Construction Management and Support

Provide engineering services during construction including reviewing project submittals and responding to the Contractor with the Engineer's review comments, attending construction meetings, reviewing and responding to requests for information (RFI) and contract change orders, and redesign as necessary to accommodate unforeseen field conditions. Provide consultant and legal services needed for the implementation of the construction contract, including the following: contractor prevailing wage compliance (if required), legal, asset management, review and integration of operations and maintenance plans into M1W electronic O&M manual

system, SCADA programming and integration and associated start-up services by engineers and technical experts.

Deliverables:

- Copy of issued-for-construction (IFC) plans and specifications
- Construction progress reports to include in the quarterly Progress Report(s)
- O&M Manuals and Lucity Asset Management Database

Category (d): Monitoring / Assessment

Task 9: Monitoring Plan

Monitor operations to track performance and include results in annual reporting. Organize the monitoring results in accordance with the Post-Performance Report requirements listed in Exhibit F.

Deliverables:

- Monitoring plan
- Data organized for future development of the Post-Performance Report

Category (e): Engagement / Outreach

Not applicable for this Component.

COMPONENT 4: INTERESTED PARTIES OUTREACH AND ENGAGEMENT

Component 4 provides interested party outreach and engagement activities by the Salina Valley Basin Groundwater Sustainability Agency (SVBGSA) for feasibility assessments completed and for the demand management discussions. Extensive interested party outreach and engagement is necessary to refine projects, assess feasibility and gain project cost understanding. Component 4 will potentially provide additional interested party outreach and engagement to DACs and SDACs in the 180/400-Foot Aquifer Subbasin with the intent to keep these communities engaged in feasibility assessment and Salinas Valley Basin conditions as projects are completed, including regularly scheduled SVBGSA Advisory Committee meetings (quarterly); Board of Directors meetings (quarterly); the 180/400-Foot Aquifer Subbasin Implementation Committee (6 meetings), the Castroville Community Services District (2 meetings), the MCWRA (6 meetings).

Category (a): Component Administration

Prepare reports detailing Component 4 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 4 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 4 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 4 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices

- Draft and Final Component Completion Reports

Category (b): Planning / Design / Environmental

Not applicable to this Component.

Category (c): Implementation / Construction

Not applicable to this Component.

Category (d): Monitoring / Assessment

Not applicable to this Component.

Category (e): Engagement/Outreach

Task 1: Outreach and Engagement

Provide presentations about the feasibility study results, development of cost estimates and a structured method of assessing interested party's comments. Conduct engagement and outreach, a minimum of 25 meeting(s), with the following committees and communities over the contract period:

- SVBGSA Board of Directors (4 meetings)
- SVBGSA Advisory Committee (4 meetings)
- SVBGSA Integrated Implementation Committee (2 meetings)
- 180/400-Subbasin Implementation Committee (6 meetings)
- Underrepresented Communities, Disadvantage Communities and Severely Disadvantaged Communities – Castroville Community Services District (2 meetings)
- MCWRA (CSIP Operations Committee; Board of Directors) (6 meetings)
- Monterey 1 Water Board of Directors (1 meeting)

Produce accessible communications products including web page information, detailed project descriptions, public presentations, and hosting of public workshops.

Deliverables:

- Provide copies of presentation material
- Copy of committee/board meeting agendas and/or minutes
- Photo of Updated Web Home Page
- Copies of updated Mailchimp newsletter
- Agenda and minutes of at least 5 public workshops

Task 2: Project and Management Actions Feasibility Update Report

Provide information on interested party's preference, as well as other portfolios of projects and management actions that achieve additional outcomes to the Board of Directors in assessing possible projects to move forward for sustainability outcomes.

Deliverables:

- Project and Management Actions Feasibility and Costs Update Report
- Board of Directors selection of project portfolio

COMPONENT 5: CONDUCT FEASIBILITY STUDY ON AQUIFER STORAGE AND RECOVERY

Component 5 will conduct a feasibility assessment of Salinas River Diversion Facility (SRDF) Winter Flow Injection (Preferred Project 9 in the 180/400-Foot Subbasin GSP) which would divert winter flows from the Salinas River using the existing SRDF facilities and inject the water into the 180/400-Foot Aquifer Subbasin to maintain groundwater elevations, improve water quality, and prevent further seawater intrusion, or alternatively, diverted water could be treated used for beneficial reuse that would reduce groundwater pumping. The feasibility assessment will include technical feasibility as well as determining the operational permitting constraints and alignment with existing water rights and permitting and the future Habitat

Conservation Plan for the reservoir operations. Component 5 further utilizes the CSIP Distribution System Model to understand operational constraints.

Category (a): Component Administration

Prepare reports detailing Component 5 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 5 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 5 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 5 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Planning / Design / Environmental**Task 1: Modeling Ability to Address Seawater Intrusion and Groundwater Elevations**

Quantify the project's expected outcomes, including its ability to address seawater intrusion and groundwater levels, using both the Salinas Valley Operational Model (SVOM) and the variable density seawater intrusion model. Run multiple model simulations with various injection well distributions to assess the outcomes of various project designs. Analyze project in comparison to a no-project alternative. Present outcomes as averages for the modeled period, and for drought years in the modeled period to demonstrate any specific drought benefits. Engage interested parties in establishing the assumptions for model simulations.

Deliverable:

- Model output description and technical memorandum

Task 2: Assessment of Project Constraints

Analyze the existing MCWRA permits and policies that will require revisions for implementing the project. Detail the specific permit requirements that may serve as constraints and engage with MCWRA to discuss opportunities and constraints with pursuit of identified revisions. Complete project permitting memorandum detailing necessary permitting actions and estimating potential costs and timelines associated with completing revisions of permits which will be used to assess the viability of the project, compare to other projects, and plan next steps.

Deliverables:

- Memorandum describing identified project constraints and feasibility assessment
- Project permitting memorandum

Task 3: Initial Water Quality Analysis for Project Permitting

Demonstrate a history of river water quality in order to assist in obtaining regulatory permits. Complete a river and groundwater sampling plan that establishes seasonal fluctuations in river quality.

Deliverables:

- Water quality results and findings memorandum

Task 4: Distribution System Modeling

Model how the injection and extraction wells will work in the existing CSIP system. Identify modifications to the CSIP system needed for efficient operation with the injection/extraction wells. Assess how winter water can be delivered to CSIP users from Monterey One Water while river water is injected into Aquifer Storage and Recovery (ASR) wells.

Deliverables:

- Model results memorandum including modifications outcomes and delivery options.

Category (c): Implementation / Construction

Not applicable to this Component.

Category (d): Monitoring / Assessment

Not applicable to this Component.

Category (e): Engagement / Outreach

Not applicable to this Component.

COMPONENT 6: DEMAND MANAGEMENT FEASIBILITY

Component 6 will develop a policy framework for how and when a Demand Management Program within the 180/400-Foot Aquifer Subbasin (Subbasin) could reduce the total volume of supply that needs to be generated to reach sustainability as well as determining how extraction can be fairly divided and managed within the Subbasin including voluntary, incentive-based and mandatory programs frameworks. This work will include water rights analysis, facilitated demand-side goal setting with irrigators, and demand management policy framework for adoption by the SVBGSA Board of Directors.

Category (a): Component Administration

Prepare reports detailing Component 6 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 6 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 6 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 6 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices

- Draft and Final Component Completion Reports

Category (b): Planning / Design / Environment

Task 1: Demand Management Program

Prepare an examination of the legal basis and constraints that must be addressed for a Demand Management Program and present to interested parties, the Advisory Committee, and the Board of Directors.

Deliverables:

- Copy of Demand Management Legal Analysis

Category (c): Implementation / Construction

Not applicable to this Component.

Category (d): Monitoring / Assessment

Not applicable to this Component.

Category (e): Engagement / Outreach

Task 2: Interested Party Outreach

Facilitate discussion by interested parties to review and determine Demand Management options and expected results. Identify core policy considerations, as well as the functional components of the program, relevant SGMA statutes, and the intended approach for the program. Complete a report of facilitated interested party agreements on program type, guiding policy, and recommended type of demand-side management.

Deliverables:

- Copy of meeting minutes and outcomes
- Copy of Core policy memorandum
- Copy of interested party agreements and recommendations

COMPONENT 7: COMPLIANCE REPORTING AND DATA EXPANSION

Component 7 includes the completion of two Annual Reports and filling data gaps. Four Aquifer properties tests will provide characterization data for the aquifer that was identified as a data gap in the 180/400-Foot Aquifer GSP. These data will add to the hydrologic conceptual model for the 180/400-Foot Aquifer Subbasin (Subbasin). The well registration will establish a relatively accurate count of all active wells in the Subbasin. Through collaboration with other local agencies, well registration will result in a data set of active wells. Well metering will improve estimates of the amount of groundwater extracted from the Subbasin. Well metering will not include *de minimus* well users. The well registration and well metering work will occur in collaboration with the MCWRA and the existing Groundwater Extraction Management System (GEMS) program.

Category (a): Component Administration

Prepare reports detailing Component 7 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 7 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 7 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 7 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and

approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Planning / Design / Environmental

Task 1: Completion of the 2023 and 2024 Annual Report

Produce annual reports using data collected during Water Years 2023 and 2024.

Deliverables:

- Copies of Annual Reports for Water Years 2023 and 2024

Task 2: Data Management System (DMS) Update

House all data for GSP development and Annual Reports. Provide public access via a web map on the SVBGSA website. Use the DMS to develop the Annual Reports. Improve the web map, as needed.

Deliverables:

- Copy Updated DMS
- Website screen shot of web map tools on SVBGSA website
- Copy of Quality Assurance Quality Control of DMS
- Website screen shots and list of example products

Task 3: Address Data Gaps Identified in 180/400-Foot Aquifer GSP

Identify at least one but up to 3 wells in the 180-Foot Aquifer and at least one but up to 3 wells in the 400-Foot aquifer for aquifer testing. Test each well for a minimum of 8 hours and follow with a 4-hour monitored recovery period.

Conduct field reconnaissance to verify the presence of groundwater dependent ecosystems (GDEs). Extend the verification of GDEs to the entire Subbasin. Complete field verification utilizing state wetland monitoring protocols including RipRam and California Rapid Assessment Method (CRAM).

Identify existing shallow wells adjacent to the Salinas River or install one or two new shallow wells along the Salinas River to establish the level of interconnection. Fill data gaps in the CASGEM well system identified in Chapter 7 of the 180/400-Foot Aquifer GSP.

Deliverables:

- GDE Mapping and Identification Memorandum
- Aquifer Properties Technical Report

Category (c): Implementation / Construction

Task 4: Well Installation

Install four (4) nested or clustered deep wells to address groundwater level monitoring network data gaps.

Deliverables:

- Construction information and location of all wells installed

Task 5: Well Registration and Metering

Commence a process to register all wells in the 180/400-Foot Aquifer. Initiate discussions with Monterey

County Environmental Health and MCWRA to understand the existing system, conducting interested parties' outreach, identify a software system for registration of all production wells, and initiate well registration effort. Well metering technologies and options will be evaluated, assessed with interested parties, and proposed to improve measuring and reporting of the amount of groundwater extracted from the Aquifer. Address issues identified by DWR in its 180/400-Foot Subbasin GSP approval letter.

Deliverables:

- Well Registration Completion Report

Task 6: Modeling Updates

Support model updates under the Salinas Valley Cooperative Model and Decision Tool Development including model version updates, climate data updates, software updates and collaborative SVOM evaluation. Complete a publicly published model.

Deliverables:

- Technical Report on Model Updates and publicly published model.

Category (d): Monitoring / Assessment

Not applicable to this Component.

Category (e): Engagement / Outreach

Not applicable to this Component.

COMPONENT 8: IMPLEMENT DEEP AQUIFER STUDY RECOMMENDATIONS

Component 8 will complete the recommendations coming from the Deep Aquifer Study currently being conducted by SVBGSA and recommended in the 180/400-Foot GSP. The study will result in recommendations for management and monitoring of the Deep Aquifers. Component 8 will implement the study recommendations and will include a Deep Aquifer ordinance outlining protection management requirements and a monitoring plan consistent with the GEMS system. The study results, ordinance and monitoring program will be adopted by the SVBGSA Board of Directors.

Category (a): Component Administration

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 8 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 8 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 8 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Planning / Design / Environmental

Task 1: Assess Implementation of Interim Local Management Options

Implement interim local management options in partnership with Monterey County, including staff development of recommended management actions, legal review and Board approval.

Deliverables:

- Interim Management Recommendations Memorandum

Task 2: Development of Long-Term Local and Long-Term Regional Management Actions

Operationalize both local and regional management actions that will be recommended for immediate action which will include policy development, legal review, and Board approval.

Deliverables:

- Management Recommendations Memorandum
- Draft and Final Ordinance
- Monitoring Plan

Category (c): Implementation / Construction

Not applicable to this Component.

Category (d): Monitoring / Assessment

Not applicable to this Component.

Category (e): Engagement / Outreach

Not applicable to this Component.

COMPONENT 9: SEAWATER INTRUSION FEASIBILITY STUDY

Component 9 will conduct feasibility studies for seawater intrusion with a focus on evaluating the technical efficacy of groundwater desalting, developing facility descriptions and locations, and estimates of capital and operating costs. Additional feasibility analysis will include well location determination, land acquisition needs, conveyance and distribution systems, and end-user assessment. Discussions with Monterey One Water and other agencies will lead to a conceptual agreement on the brine disposal options for the desalting plant. The feasibility study will include outreach to assess the willingness and ability of beneficial users, including agriculture and domestic users, to fund the project.

Category (a): Component Administration

Prepare reports detailing Component 9 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 9 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 9 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 9 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work

Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Planning / Design / Environmental

Task 1: Feasibility Study

Conduct feasibility study that includes:

- **Determining location options for extraction wells and brackish water treatment plant.** Locations for the extraction wells and brackish water treatment plant will balance land availability, right of way needs, land costs, proximity to power or other infrastructure needs, and proximity to brine disposal options among other requirements. More than one location for the wells and treatment plant may be chosen for further analysis.
- **Estimate seawater intrusion conditions over time.** Use the Salinas Valley seawater intrusion model that is currently being developed to estimate future seawater intrusion conditions. This will include estimating how the location of the 500 mg/L chloride concentration front moves when the extraction well barrier is activated. Additionally, the model will estimate the concentration of brackish water extracted by the barrier, which will feed into the treatment feasibility study.
- **Initiate Feasibility Study through Draft and Final Reports.** The study will include an assessment of treatment technologies, provide anticipated annual amounts of treated water, present a conceptual treatment plant layout, provide conceptual maps of distribution systems for the treated water, and estimate capital, operating, and maintenance costs.
- **Initiate brine disposal option discussions.** Discussions regarding the options for brine disposal will be initiated with Monterey One Water (M1W) and other agencies as necessary. The outcome of these discussions will be a conceptual agreement on what modifications or upgrades to the Monterey One Water outfall and diffuser may be necessary for brine disposal.
- **Identify end users.** End users of the treated brackish water will be identified through both a public outreach process and conversations with municipalities and small water systems. This task will result in a memorandum that outlines the potential end users of the treated brackish water.
- **Final Feasibility Study to SVBGSA Committees, Advisory Committee, and Board of Directors for direction and receive direction from Board.** The findings of the Feasibility Study will be presented to appropriate SVBGSA committees and the Board.

Deliverables:

- Final Feasibility Study

Category (c): Implementation / Construction

Not applicable to this Component.

Category (d): Monitoring / Assessment

Not applicable to this Component.

Category (d): Engagement / Outreach

Not applicable to this Component.

Exhibit B
BUDGET

Grant Title: 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022-2024) (Project)

Grantee: Salinas Valley Basin GSA

Components	Grant Amount
Component 1: Grant Agreement Administration	\$400,000
Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Recycled Water Plant	\$1,185,000
Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades	\$2,150,000
Component 4 : Interested Parties Outreach and Engagement	\$279,500
Component 5 : Conduct Feasibility Study on Aquifer Storage and Recovery	\$300,000
Component 6 : Demand Management Feasibility	\$200,000
Component 7 : Compliance Reporting and Data Expansion	\$1,850,500
Component 8 : Implement Deep Aquifer Study Recommendations	\$40,000
Component 9 : Seawater Intrusion Feasibility Study	\$1,195,000
Total:	\$7,600,000

Component 1: Grant Agreement Administration

Component serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): ☒DAC, ☒SDAC, ☐Tribe, and/or ☒Underrepresented Community

Budget Categories	Grant Amount
(a) Grant Agreement Administration	\$400,000
Total:	\$400,000

Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Recycled Water Plant

Component 2 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): ☒DAC, ☒SDAC, ☐Tribe, and/or ☒Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$0
(b) Planning / Design / Environmental	\$0
(c) Implementation / Construction	\$1,185,000
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
Total:	\$1,185,000

Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades

Component 3 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): ☒DAC, ☒SDAC, ☐Tribe, and/or ☒Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$5,000
(b) Planning / Design / Environmental	\$520,000
(c) Implementation / Construction	\$1,622,000
(d) Monitoring / Assessment	\$3,000
(e) Engagement / Outreach	\$0
Total:	\$2,150,000

Component 4: Interested Parties Outreach and Engagement

Component 4 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): ☒DAC, ☒SDAC, ☐Tribe, and/or ☒Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$2,500
(b) Planning / Design / Environmental	\$0
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$277,000
Total:	\$279,500

Component 5: Conduct Feasibility Study on Aquifer Storage and Recovery

Component 5 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): ☒DAC, ☒SDAC, ☐Tribe, and/or ☒Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$20,000
(b) Planning / Design / Environmental	\$280,000
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
Total:	\$300,000

Component 6: Demand Management Feasibility

Component 6 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): ☒DAC, ☒SDAC, ☐Tribe, and/or ☒Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$10,000
(b) Planning / Design / Environmental	\$170,000
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$20,000
Total:	\$200,000

Component 7: Compliance Reporting and Data Expansion

Component 7 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): ☒DAC, ☒SDAC, ☐Tribe, and/or ☒Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$5,000
(b) Planning / Design / Environmental	\$945,500
(c) Implementation / Construction	\$900,000
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
Total:	\$1,850,500

Component 8: Implement Deep Aquifer Study Recommendations

Component 8 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): ☒DAC, ☒SDAC, ☐Tribe, and/or ☒Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$5,000
(b) Planning / Design / Environmental	\$35,000
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
Total:	\$40,000

Component 9: Seawater Intrusion Feasibility Study

Component 9 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): ☒DAC, ☒SDAC, ☐Tribe, and/or ☒Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$10,000
(b) Planning / Design / Environmental	\$1,185,000
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
Total:	\$1,195,000

Exhibit C
SCHEDULE

GRANT PROPOSAL TITLE: 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022-2024) (Project)

Categories	Start Date	End Date
Component 1: Grant Agreement Administration	December 17, 2021	March 31, 2025
(a) Grant Agreement Administration	December 17, 2021	March 31, 2025
Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Recycled Water Plant	July 1, 2022	November 30, 2023
(a) Component Administration	NA	NA
(b) Planning / Design / Environmental	NA	NA
(c) Implementation / Construction	July 1, 2022	November 30, 2023
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	NA	NA
Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades	December 17, 2021	December 31, 2024
(a) Component Administration	December 17, 2021	December 31, 2023
(b) Planning / Design / Environmental	December 17, 2021	May 31, 2023
(c) Implementation / Construction	July 1, 2022	November 30, 2023
(d) Monitoring / Assessment	September 1, 2023	December 31, 2024
(e) Engagement / Outreach	NA	NA
Component 4: Interested Parties Outreach and Engagement	December 17, 2021	January 30, 2025
(a) Component Administration	December 17, 2021	January 30, 2025
(b) Planning / Design / Environmental	NA	NA
(c) Implementation / Construction	NA	NA
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	December 17, 2021	January 30, 2025
Component 5: Conduct Feasibility Study on Aquifer Storage and Recovery	December 17, 2021	June 30, 2024
(a) Component Administration	December 17, 2021	June 30, 2024
(b) Planning / Design / Environmental	December 17, 2021	June 30, 2024
(c) Implementation / Construction	NA	NA
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	NA	NA
Component 6: Demand Management Feasibility	December 17, 2021	June 31, 2024
(a) Component Administration	December 17, 2021	December 31, 2023
(b) Planning / Design / Environmental	December 17, 2021	December 31, 2023
(c) Implementation / Construction	NA	NA
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	December 17, 2021	June 30, 2024
Component 7: Compliance Reporting and Data Expansion	December 17, 2021	December 31, 2024
(a) Component Administration	December 17, 2021	December 31, 2024
(b) Planning / Design / Environmental	December 17, 2021	June 30, 2024
(c) Implementation / Construction	August 1, 2022	June 30, 2024
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	NA	NA

Categories	Start Date	End Date
Component 8: Implement Deep Aquifer Study Recommendations	December 17, 2021	June 30, 2024
(a) Component Administration	December 17, 2021	June 30, 2024
(b) Planning / Design / Environmental	December 17, 2021	June 30, 2024
(c) Implementation / Construction	NA	NA
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	NA	NA
Component 9: Seawater Intrusion Feasibility Study	December 17, 2021	January 30, 2025
(a) Component Administration	December 17, 2021	January 30, 2025
(b) Planning / Design / Environmental	December 17, 2021	January 30, 2025
(c) Implementation / Construction	NA	NA
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	NA	NA

NOTES:

¹Exhibit C Schedule only dictates the work start date and the work end date for the Budget Category listed. The Grantee must adhere to the Deliverable Due Date Schedule that has been approved by the DWR Grant Manager. The dates listed in Exhibit C Schedule are date ranges that correlates to the Deliverable Due Date Schedule. Eligible costs for each line item will only be approved if the work completed falls within the date ranges listed in Exhibit C.

Exhibit D

STANDARD CONDITIONS

D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

- A. Separate Accounting of Funding Disbursements: the Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. The Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. The Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. The Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the State at any and all reasonable times.
- B. Disposition of Money Disbursed: All money disbursed pursuant to this Grant Agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- C. Remittance of Unexpended Funds: The Grantee shall remit to the State any unexpended funds that were disbursed to the Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from the State to the Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: The Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Budget Act of 2021 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

D.3. AMENDMENT: This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." The State shall have no obligation to agree to an amendment.

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

D.5. AUDITS: The State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by the State. After completion of the Project, the State may require the Grantee to conduct a final audit to the State's specifications, at the Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may elect to pursue any remedies provided in Paragraph 10, "Default Provisions" or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of the Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

- D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for this program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State to make any payments under this Grant Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement and the Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to the State, or offer a Grant Agreement amendment to the Grantee to reflect the reduced amount.
- D.7. CALIFORNIA CONSERVATION CORPS: The Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8. CEQA: Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the DWR Grant Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once the State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 10, "Default Provisions."
- D.9. CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.10. CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. The State and the Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.11. COMPETITIVE BIDDING AND PROCUREMENTS: The Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by the State under this Grant Agreement must be in writing and shall comply with all applicable laws and regulations

regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.

- D.12. **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - B. **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - C. **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - D. **Employees and Consultants to the Grantee:** Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14. **DELIVERY OF INFORMATION, REPORTS, AND DATA:** The Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.15. **DISPOSITION OF EQUIPMENT:** The Grantee shall provide to the State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by the State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory the State shall provide the Grantee with a list of the items on the inventory that the State will take title to. All other items shall become the property of the Grantee. The State shall arrange for delivery from the Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by the State.
- D.16. **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant Agreement, the Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
 - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. The Grantee's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 - i. Will receive a copy of the Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of the Grantee's condition of employment, contract or subcontract.
- D.17. EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant Agreement, an appropriate easement or other title restriction shall be provided and approved by the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.
- Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.
- Failure to provide an easement acceptable to the State may result in termination of this Agreement.
- D.18. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER: Upon completion of the Project, the Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.
- D.19. GRANTEE'S RESPONSIBILITIES: The Grantee and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A, "Work Plan" and in accordance with Project Exhibit B, "Budget" and Exhibit C, "Schedule".
 - B. Must maintain eligibility requirements as outlined in the 2021 Guidelines and 2021 PSP and pursuant to Paragraph 11.
 - C. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
 - D. Comply with all applicable California, federal, and local laws and regulations.
 - E. Implement the Project in accordance with applicable provisions of the law.
 - F. Fulfill its obligations under the Grant Agreement and be responsible for the performance of the Project.

- G. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. The Grantee shall provide copies of permits and approvals to the State.
 - H. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by the State is solely for the purpose of proper administration of funds by the State and shall not be deemed to relieve or restrict responsibilities of the Grantee under this Agreement.
 - I. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.20. GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.21. INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.
- D.22. INDEMNIFICATION: The Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, and any breach of this Agreement. The Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.23. INDEPENDENT CAPACITY: The Grantee, and the agents and employees of the Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.24. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may withhold disbursements to the Grantee or take any other action it deems necessary to protect its interests.
- D.25. INSPECTIONS OF PROJECT BY STATE: The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and the Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with the State.
- D.26. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation

or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

- D.27. MODIFICATION OF OVERALL WORK PLAN: At the request of the Funding Recipient, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Funding Agreement (Level I – Informal). Non-material changes with respect to work plan are changes that help clarify the original language, addition of task without deleting others, and minor edits that will not result in change to the original scope. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Funding Recipient to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.28. NONDISCRIMINATION: During the performance of this Grant Agreement, the Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. The Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. The Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.
- D.29. OPINIONS AND DETERMINATIONS: Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.30. PERFORMANCE BOND: Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.31. PRIORITY HIRING CONSIDERATIONS: If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.32. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with the Grantee's service of water, without prior permission of the State. The Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and

assessments that could adversely affect the ability of the Grantee meet its obligations under this Grant Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State.

- D.33. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.34. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.35. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.36. RETENTION: The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
- D.37. RIGHTS IN DATA: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.38. SEVERABILITY: Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.39. SUSPENSION OF PAYMENTS: This Grant Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. The Grantee, its contractors, or subcontractors have made a false certification, or
 - B. The Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.40. SUCCESSORS AND ASSIGNS: This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by the State and made subject to such reasonable terms and conditions as the State may impose.
- D.41. TERMINATION BY THE GRANTEE: Subject to State approval which may be reasonably withheld, the Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, the Grantee must provide a reason(s) for termination. The Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.42. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 10, "Default Provisions," the State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 10, "Default Provisions."

- D.43. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.45. TIMELINESS: Time is of the essence in this Grant Agreement.
- D.46. UNION ORGANIZING: The Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, the Grantee, by signing this Grant Agreement, hereby certifies that:
- A. No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
 - B. The Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
 - C. The Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.
- D.47. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.48. WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

Exhibit E**AUTHORIZING RESOLUTION ACCEPTING FUNDS**

Before the Board of Directors of the
Salinas Valley Basin Sustainable Groundwater Management Agency

Resolution No. 2022-08)
 Resolution Authorizing Application to the)
 California Department of Water Resources to)
 obtain a grant under the 2021 Sustainable)
 Groundwater Management (SGM) Grant)
 Program Implementation – Round 1 Grant)
 pursuant to the California Drought, Water,)
 Parks, Climate, Coastal Protection, and)
 Outdoor Access For All Act of 2018)
 (Proposition 68) (Public Resource Code §)
 80000 et. seq.) and the California Budget Act)
 of 2021 (Stats. 2021 ch. 240, § 80).

WHEREAS, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319, and Assembly Bill 1739, collectively known as the Sustainable Groundwater Management Act (SGMA), which amended the Water Code (Part 2.74 of Division 6 of the Water Code, Sections 10720-10737.8) and provides the framework for sustainable groundwater management planning and implementation; and

WHEREAS, SGMA went into effect on January 1, 2015; and

WHEREAS, SGMA requires local public agencies and Groundwater Sustainability Agencies (GSAs) to develop and implement Groundwater Sustainability Plans (GSPs) or alternatives to GSPs for designated high and medium priority groundwater basins and subbasins; and

WHEREAS, SGMA authorizes a combination of local agencies to form a GSA by entering into a joint powers agreement as authorized by the Joint Exercise of Powers Act (Chapter 5 of Division 7 of Title 1 of the California Government Code); and

WHEREAS, the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) is such a joint powers authority and formed effective December 22, 2016, for the purposes of being the GSA for the Salinas Valley Groundwater Basin within the County of Monterey, but not including the area within the jurisdictional boundaries of the Marina Coast Water District, City of Marina GSA, the City of Greenfield, or the adjudicated Seaside sub-basin; and

WHEREAS, SGMA requires that a basin have an adopted GSP by no later than January 31, 2020, if a high or medium priority basin is designated as critically overdrafted, and no later than January 31, 2022, if a high or medium priority basin is not designated as critically overdrafted; and

WHEREAS, the Salinas Valley Basin managed by the SVBGSA encompasses sub-basins that are designated by the California Department of Water Resources (DWR) as medium-priority and high-priority, one of which is a critically overdrafted sub-basin, and therefore is required to be managed by a GSP or coordinated GSPs by as early as January 31, 2020; and

WHEREAS, the SVBGSA completed and filed with the Department of Water Resources the 180/400-Foot Aquifer GSP by January 31, 2020; and

WHEREAS, the California Budget Act of 2021 (Stats. 2021 ch. 240, § 80) appropriates a total of \$180 million for SGMA implementation, and the California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access for All Act of 2018 (Proposition 68) (Public Resource Code § 80000 et. seq.) authorizes the Legislature to appropriate a total of \$120 million to DWR for drought and groundwater investments to achieve regional sustainability; and

WHEREAS, DWR is administering solicitations for the Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation grant using funds authorized by the California Budget Act of 2021 and Proposition 68 for projects that encourage sustainable management of groundwater resources and support SGMA, and/or invest in groundwater recharge projects with surface water, stormwater, recycled water, and other conjunctive use projects; NOW THEREFORE,

BE IT RESOLVED by the Board of Directors of the Salinas Valley Basin Groundwater Sustainability Agency, as follows:

1. That an application be made to the California Department of Water Resources to obtain a grant under the 2021 Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Round 1 Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68) (Pub. Resource Code, § 80000 et seq.) and the California Budget Act of 2021 (Stats. 2021, ch. 240, § 80) and to enter into an agreement to receive a grant for the 180/400-Foot Aquifer Groundwater Sustainability Plan 2022 Implementation Program.
2. The General Manager of the Salinas Valley Basin Groundwater Sustainability Agency, or designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement and any future amendments (if required), submit invoices, and submit any reporting requirements with the California Department of Water Resources.

PASSED AND ADOPTED on this 10th day of February 2022 by the following vote, to-

wit: AYES: Directors Adams, Alejo, Bramers, Brennan, Chapin, Cremers, Granillo,

McIntyre, Stefani, and Chair Pereira

NOES:

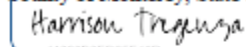
ABSENT: Director Rocha

ABSTAIN:

I, Harrison Tregenza, Clerk of the Board of Directors of the Salinas Valley Basin Groundwater Sustainability Agency, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Directors duly made and entered in the minutes thereof for the meeting of February 10, 2022.

Dated: 2/14/2022

Harrison Tregenza, Clerk of the Board of Directors of the Salinas Valley Basin
Groundwater Sustainability Agency,
County of Monterey, State of California



4100000112014638

Exhibit F

REPORT FORMATS AND REQUIREMENTS

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

1. QUARTERLY PROGRESS REPORTS

A Quarterly Progress Report template will be provided by the DWR Grant Manager. Grantees must use the template provided for all Quarterly Progress Reports to obtain reimbursement reported. The Quarterly Progress Report must accompany an Invoice and be numbered the same for ease of reference for auditing purposes. In addition, the reporting period for the Quarterly Progress Report must also align with the corresponding quarterly Invoice.

2. COMPONENT COMPLETION REPORT

Component Completion Reports shall generally use the following format. This report should summarize all work completed as part of this grant. This is standalone document and should not reference other documents or websites. Web links are edited or removed over time. These grants can be audited several years after they are closed. Therefore, links are not appropriate to include in the close out reports

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

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

REPORTS AND/OR PRODUCTS – The following items should be provided

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Self-Certification that the Project meets the stated goal of the Grant Agreement (e.g. 100-year level of flood protection, HMP standard, PI-84-99, etc.)
- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

COSTS AND DISPOSITION OF FUNDS – A list of showing:

- The date each invoice was submitted to the State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Grantee for meeting its cost sharing obligations under this Grant Agreement.
- A summary of final funds disbursement including:
 - Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.
 - Evaluation cost information, shown by material, equipment, labor costs, and any change orders
 - Any other incurred cost detail

- A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed; and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

3. GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This report should summarize all work completed as part of this grant. This is standalone document and should not reference other documents or websites. Web links are edited or removed over time. These grants can be audited several years after they are closed. Therefore, links are not appropriate to include in the close out reports.

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion whether the level, type, or magnitude of benefits of each project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; and a summary of final funds disbursement for each project.

Additional Information: Summary of the submittal schedule for the Post Performance Reports applicable for the projects in this Grant Agreement.

4. POST-PERFORMANCE REPORT

The Post Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance. The PPR should be following the Methodology Report for the specific project type(s) provided by the DWR Grant Manager. The PPR should identify whether the project is being operated and maintained. DWR requirements is for all funded projects should be maintained and operated for a minimum of 15 years. If the project is not being maintained and operated, justification must be provided. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
 - Grantee Name
 - Implementing Agency (if different from Grantee)
 - Grant Agreement Number
 - Project Name
 - Funding grant source
 - Report number
- Post Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

Exhibit G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports, as described in Exhibit G, "Requirements for Data Submittal."

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

Exhibit H

STATE AUDIT DOCUMENT REQUIREMENTS

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

State Audit Document Requirements

Internal Controls

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

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

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

Cash Documents:

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

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

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

Project Files:

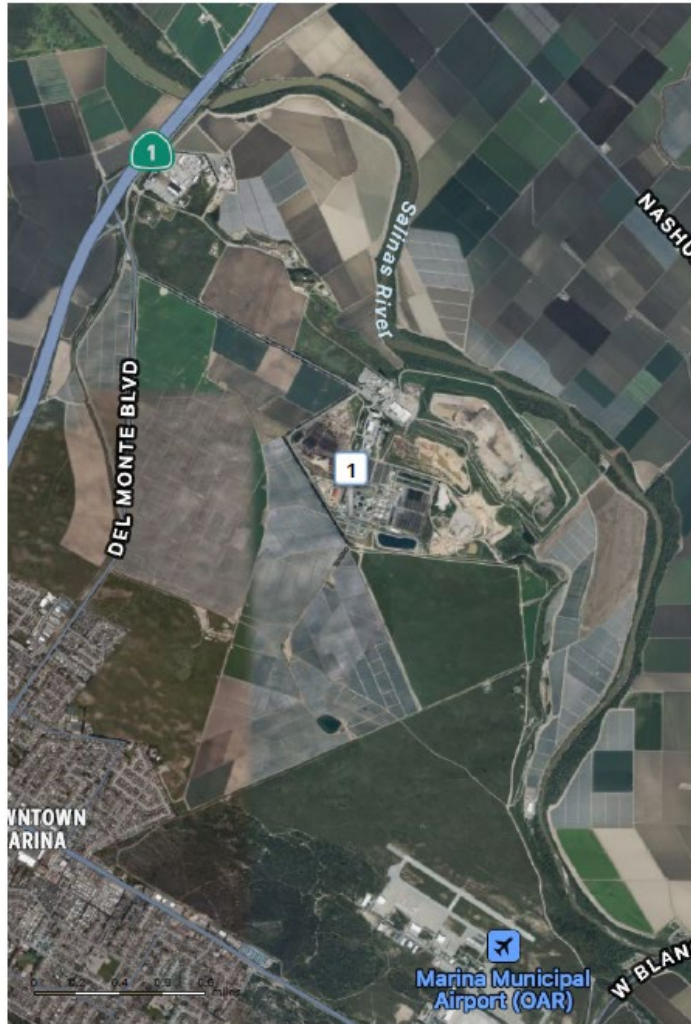
1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

Exhibit I
PROJECT LOCATION

Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Plant



COMPONENT 2 Project Site



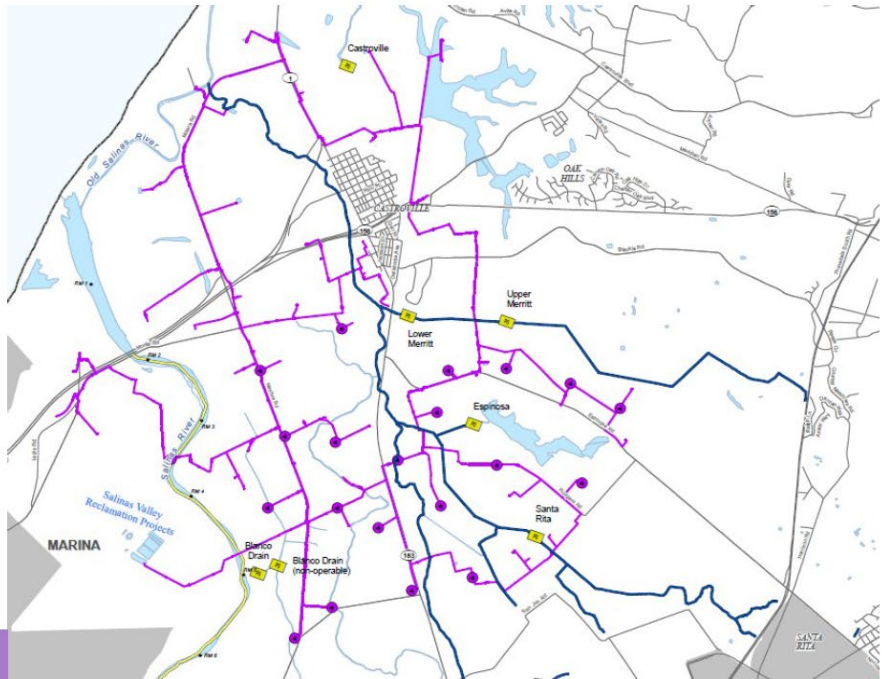
Monterey One Water
Salinas, CA 93908
+1 (831) 372-3367
14811 Del Monte
Boulevard
Marina, CA 93933

Lat 36.70527°N, 12177101°W

Project Location

Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades

DISTRIBUTION SYSTEM Castroville Seawater Intrusion Project (CSIP)



36.74630° N, 121.77600° W



September 28, 2020

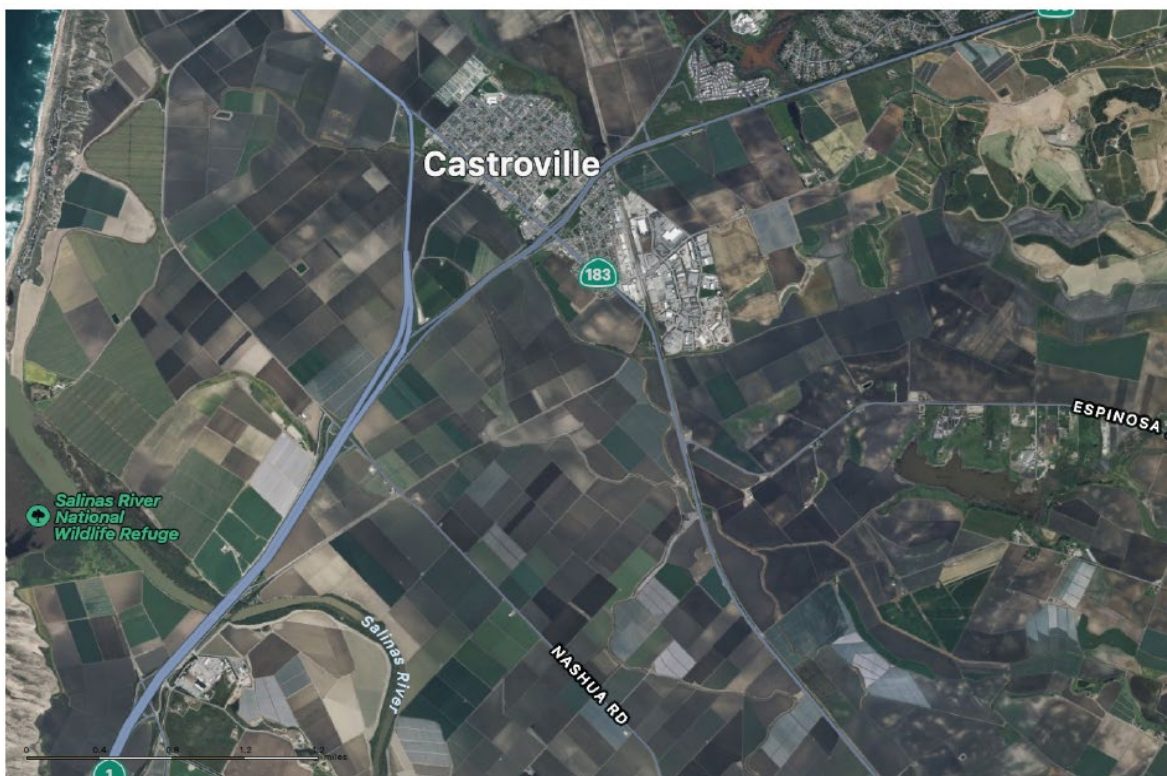
9



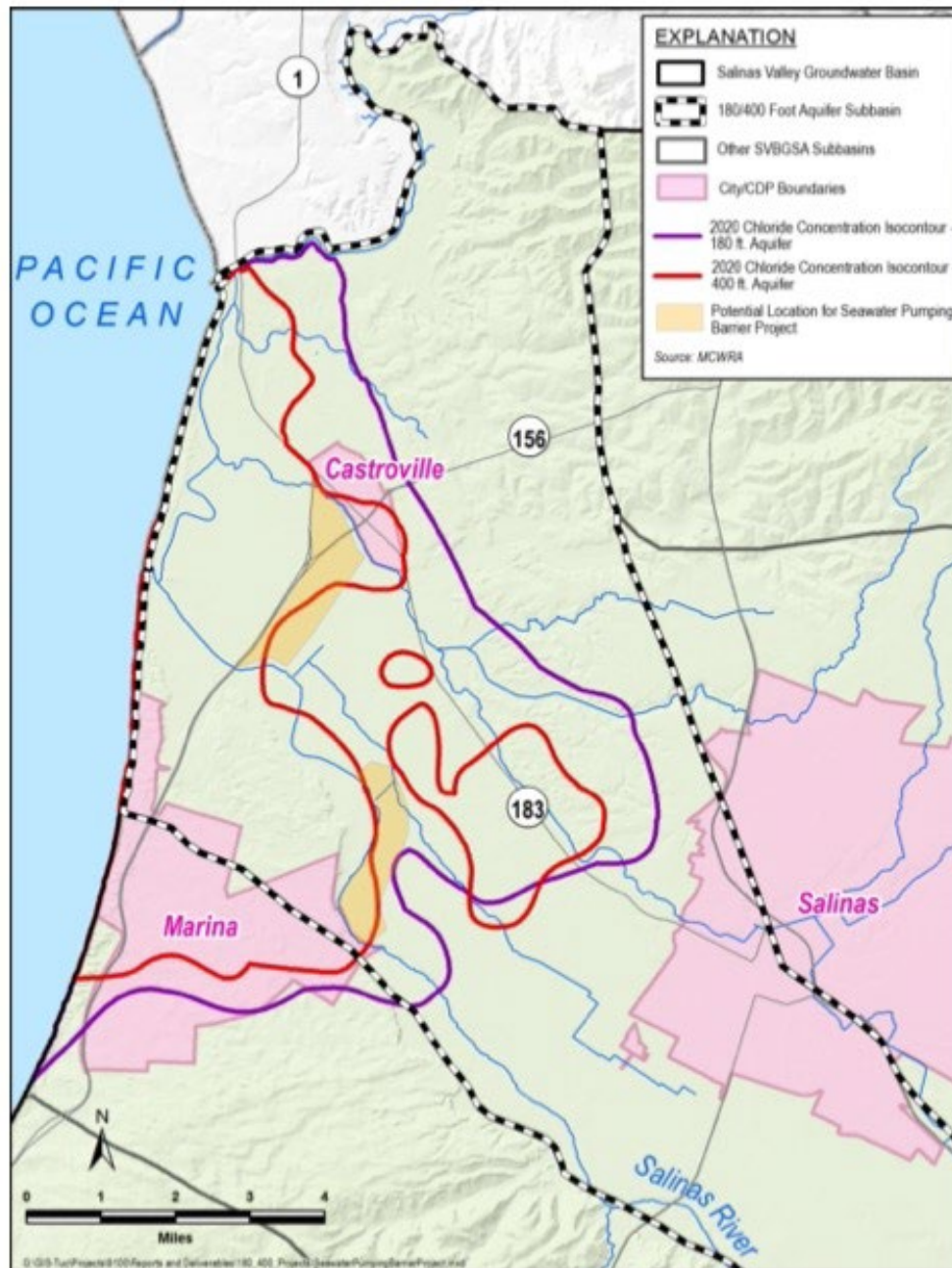
Salinas
California

Component 3 Project Location - CSIP

36.74630° N, 121.77600° W



Project Location
Component 9: Seawater Intrusion Feasibility Study



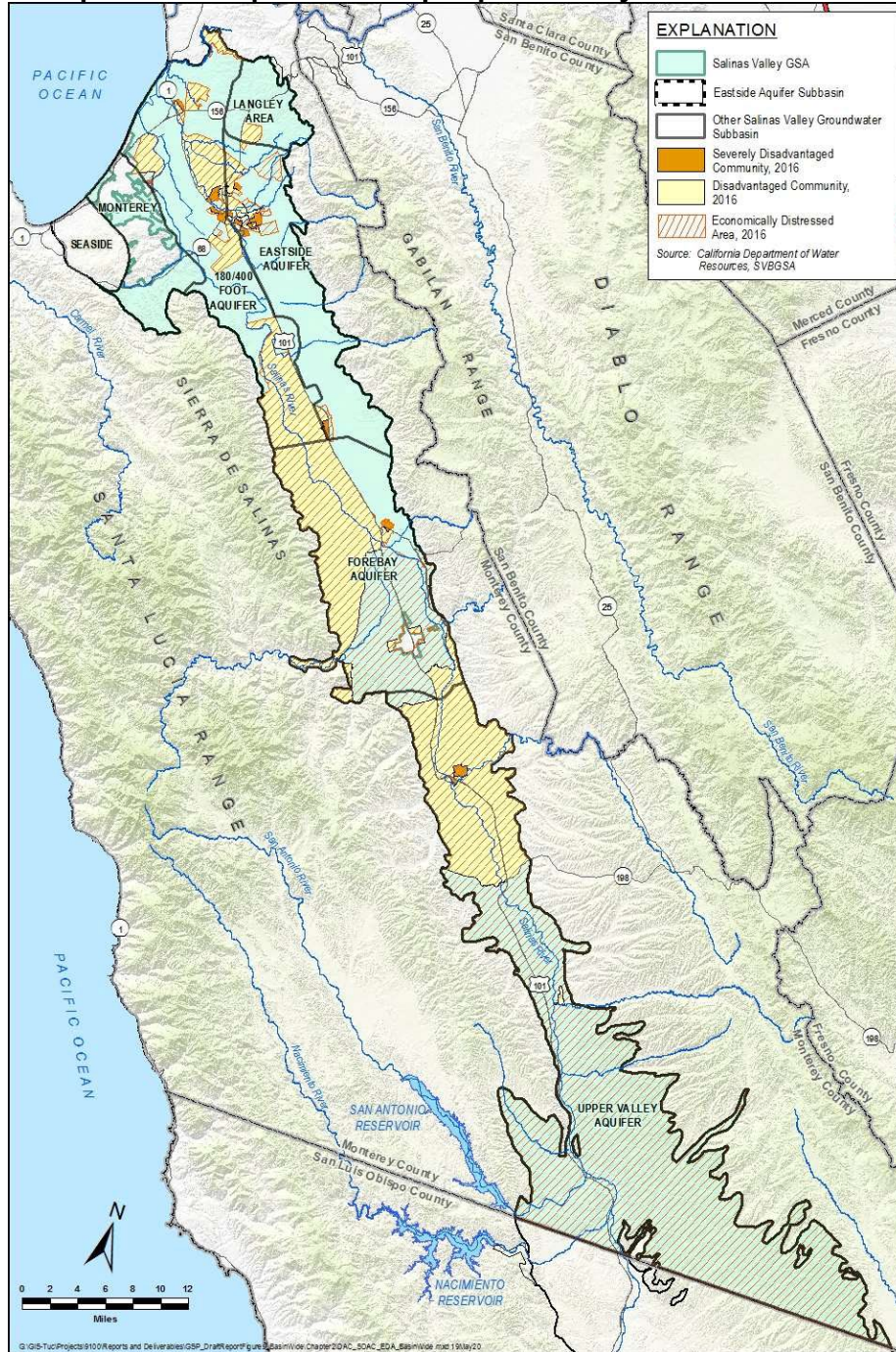
Project Location (Entire GSA Area)**Components 1: Grant Agreement Administration****Component 4: Interested Parties Outreach and Engagement****Component 5: Conduct Feasibility Study on Aquifer Storage and Recovery****Component 6: Demand Management Feasibility****Component 7: Compliance Reporting and Data Expansion****Component 8: Implement Deep Aquifer Study Recommendations**

Exhibit J

MONITORING AND MAINTENANCE PLAN COMPONENTS

Introduction

- Goals and objectives of project
- Site location and history
- Improvements implemented

Detailed monitoring methods and protocols specific to the components listed in Exhibit A will be provided by the Grant Manager later. The full monitoring method report is available on the SGM Grant Program website at: www.water.ca.gov/sgmgrants.

Exhibit K
LOCAL PROJECT SPONSORS
NOT APPLICABLE

Exhibit L
APPRAISAL SPECIFICATIONS

For property acquisitions funded this Grant Agreement, the Grantee must submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. All appraisal reports, regardless of report format, must include all applicable Appraisal Specifications below. Appraisals for a total compensation of \$150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than \$150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by Code of Civil Procedure, section 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three-year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive-habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the State. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.
15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements, access, land features such as levees and creeks, offsite improvements, easements and encumbrances, covenants, conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).

16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data must include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
17. Subject property leasing and operating cost history, including all items of income and expense.
18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.
19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel must be addressed in the valuation.
21. Opinion of highest and best use for the subject property, based on an in depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
23. Map(s) showing all comparable properties in relation to the subject property.
24. Photographs and plat maps of comparable properties.
25. In depth discussion of comparable properties, similarities and differences compared to the subject, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties must include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.
26. Comparable data sheets.
 - a) For sales, include information on grantor/Grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.
 - b) For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.
 - c) For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements must be segregated from the land value.

27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.
28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.
29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber must be completed by a credentialed subject matter specialist.
30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.
31. Implied dedication statement.
32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.
33. Discussion of any departures taken in the development of the appraisal.
34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.
35. If applicable, in addition to the above, appraisals of telecommunication sites must also provide:
 - a) A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.
 - b) Analysis of other (ground and vault) leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.

Exhibit M

INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE

The Grantee must provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents must be submitted within the term of this Grant Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

EXHIBIT N

PROJECT MONITORING PLAN GUIDANCE

Introduction

For each component contained in Exhibit A, please include a brief description of the component (maximum ~150 words) including component location, implementation elements, need for the component (what problem will the component address) and responds to the requirements listed below.

Component Monitoring Plan Requirements

Detailed monitoring methods and protocols specific to the components listed in Exhibit A will be provided by the Grant Manager later. The full monitoring method report is available on the SGM Grant Program website at: www.water.ca.gov/sgmgrants.

EXHIBIT O**INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES**

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

Administration Charges

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the project are eligible for reimbursement. Cost such as rent, office supplies, fringe benefits, etc. can be "Direct Costs" and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A "fully-burdened labor rate" can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
 - Non-project specific personnel and accounting services performed within the Grantee or an LPS' organization
 - Generic markup
 - Tuition
 - Conference fees
 - Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed

Labor Rates

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet). The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will be reimbursed by grant funds and the corresponding hourly rate range. These rates should be "burdened"; the burdened rate must be consistent with the Grantee's/Local Project Sponsors standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate letter.

SUBGRANT AGREEMENT BETWEEN THE SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY AND MONTEREY COUNTY WATER RESOURCES AGENCY, RELATED TO GRANT AGREEMENT NUMBER 4600014638 SUSTAINABLE GROUNDWATER PLANNING MANAGEMENT ACT (SGMA) IMPLEMENTATION GRANT

THIS SUBGRANT AGREEMENT (Agreement) is entered into by and between Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA), a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," and the Monterey County Water Resources Agency (MCWRA) also a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Subgrantee" which parties do hereby agree as follows:

- 1) **PURPOSE.** The State has provided funding from the Budget Act of 2021 (Stats. 2021, ch. 240, § 80) to the Grantee to assist in financing the 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022-2024) (Project). Grantee is the recipient of funds made available by the State (Grant Funds) pursuant to an agreement (Grant Agreement) with the State.
- 2) **TERM OF AGREEMENT.** The term of this Grant Agreement begins on the date of grant execution, and ends 30 months following the final payment unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by February 28, 2025, and no funds may be requested after JUNE 30, 2025.
- 3) **SUBGRANTEE ELIGIBLE GRANT FUND AMOUNT.** The Subgrantee is only eligible to receive Grant Funds for **Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Recycled Water Plant; Component 3: Castroville Seawater Intrusion Project (CSIP) Distribution System Upgrades; Component 5 Aquifer Storage and Recovery – assistance with Task 2 and 4 ; and Component 7: Compliance Reporting and Data Expansion – Task 5 Well Registration and Metering and Task 6 Modeling Updates (Projects).** The costs not to exceed for the three Components are \$1,185,000 for Component 2; \$2,150,000 for Component 3; \$45,000 for Component 5; and \$310,000 for Component 7 as estimated by SVBGSA. Eligible Project Costs include those directly related to Exhibit A incurred after DECEMBER 17, 2021, but before February 28, 2025.
- 4) **SUBGRANTEE COST SHARE.** No cost share is required by the Subgrantee for the Projects. However, it is requested that MCWRA track associated cost share for reporting purposes for the full cost of the Projects if possible.
- 5) **BASIC CONDITIONS.** The Grantee shall have no obligation to disburse money for the Project under this Agreement until the Subgrantee has satisfied the following conditions (if applicable):
 1. For the term of this Agreement, the Subgrantee submits Quarterly Progress Reports, associated invoices, and invoice backup documentation within 60 days following the end of the calendar quarter (e.g. submitted by April 30, July 30, November 30, and January 28) and all other deliverables as required by Paragraph 16, "Submission of Reports" and Exhibit A.
- 6) **ELIGIBLE PROJECT COSTS.** The Grantee and Subgrantee shall apply Grant Funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, preparation of environmental documentation, environmental mitigations, monitoring, project construction, and/or any other scope of work efforts as described in Exhibit A.

Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement.

Costs that are not eligible for reimbursement include, but are not limited to, the following items:

1. Costs, other than those noted above, incurred prior to the award date of the Grant Agreement by the State.
 2. Costs for preparing and filing a grant application.
 3. Operation and maintenance costs, including post construction performance and monitoring costs.
 4. Purchase of equipment that is not an integral part of a project.
 5. Establishing a reserve fund.
 6. Purchase of water supplies.
 7. Replacement of existing funding sources for ongoing programs.
 8. For all Proposition 68 grant funds, travel and per diem costs.
 9. Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
 10. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to the execution date of the Grant Agreement.
 11. Overhead and indirect costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Subgrantee; non-project-specific accounting and personnel services performed within the Subgrantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; and, generic overhead or markup. This prohibition applies to the Subgrantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
- 7) **METHOD OF PAYMENT.** After the disbursement requirements are met by the Grantee, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee via U.S. mail or Express mail delivery of a "wet signature" invoice or an electronic invoice certified and transmitted via DocuSign for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 16, "Submission of Reports." The Grantee intends to distribute funds to the Subgrantee in accordance with the requirements of the Grant Agreement. Payment will be made to Subgrantee no more frequently than quarterly, in arrears, upon receipt of an invoice from Subgrantee bearing the Grant Agreement number. Invoices must accompany a Quarterly Progress Report and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 30, December 30, and February 28). The Subgrantee will be responsible for submitting a Quarterly Progress Report to the Grantee. The State will notify the Grantee and the Grantee will notify the Subgrantee, in a timely manner, whenever, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee and Subgrantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee or Subgrantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.
- The Subgrantee shall submit the following information for each invoice submitted to the Grantee:
1. Costs incurred for work performed in implementing the project during the period identified in the particular invoice.
 2. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
 3. Invoices shall be submitted on forms provided by the State and shall meet the following

format requirements:

- a. Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
- b. Invoices must be itemized based on the categories (i.e., tasks) specified in the Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
- c. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
- d. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent the Subgrantee's costs, as applicable, in Paragraph 4, "Grantee Cost Share." Subgrantee is responsible for Component 3 Cost Share.

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

- 8) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of the Grant Agreement, or that the Grantee or Subgrantee has failed in any other respect to comply with the provisions of the Grant Agreement, and if the Grantee, or pursuant to this agreement the Subgrantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee, and to the Subgrantee from the Grantee, and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 13, "Continuing Eligibility," the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State. Subgrantee shall immediately repay to Grantee all such disbursed Grant Funds it has received that need to be repaid to the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 12, "Default Provisions." A failure of the Subgrantee to reimburse Grant Funds it has received shall be consider a contract breach of this Agreement. If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under the Grant Agreement and the Grant Agreement shall no longer be binding on either party. Grantee shall notify Subgrantee of any such communication.
- 9) DEFAULT PROVISIONS. The Grantee considers the Subgrantee to be in default under this Agreement if any of the following occur:
 1. Substantial breaches of this Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the Subgrantee evidencing or securing the Subgrantee's obligations;
 2. Making any false warranty, representation, or statement with respect to this Agreement or the application filed to obtain the Grant Agreement;
 3. Failure to make any remittance required by this Agreement.

4. Failure to comply with Labor Compliance Plan requirements.
5. Failure to submit quarterly progress reports pursuant to Paragraph 5.
6. Failure to invoice Grantee pursuant to Paragraph 7.
7. Failure to repay disbursed Grant Funds as provided in Paragraph 8.

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

1. Declare the funding be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of the default.
2. Terminate any obligation to make future payments to the Subgrantee.
3. Terminate this Agreement.
4. Take any other action that it deems necessary to protect its interests.

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

10) NOTIFICATION OF GRANTEE. The Subgrantee will promptly notify the Grantee, in writing, of the following items:

1. Events or proposed changes that could affect the scope, budget, or work performed under this Agreement. The Subgrantee agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
2. Any public or media event publicizing the accomplishments and/or results of the Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The State shall be notified at least fourteen (14) calendar days prior to the event.

11) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Agreement shall be in writing. Notices may be transmitted by any of the following means:

1. By delivery in person.
2. By certified U.S. mail, return receipt requested, postage prepaid.
3. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
4. By electronic means.
5. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

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

MONTEREY COUNTY WATER RESOURCES
AGENCY

Shaunna Murray, Senior Water Resources
Engineer

Salinas Valley Basin Groundwater Sustainability Agency

Donna Meyers, General Manager

12) STANDARD PROVISIONS. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

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

Monterey County
Water Resources Agency

Salinas Valley Basin
Groundwater Sustainability Agency

Brent Buche, General Manager

Date _____

Donna Meyers, General Manager

Date _____

Kelly Donlon, Counsel

Date _____

Leslie Girard, Counsel

Date _____

EXHIBIT A WORK PLAN

Project Title: 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022-2024) (Project)

COMPONENT 2: DRY CHLORINE SCRUBBER UPGRADE AT MONTEREY ONE WATER RECYCLE WATER PLANT

Component 2 involves construction of a dry scrubber system for the Salinas Valley Reclamation Project (SVRP) which is owned and operated by the Monterey One Water (M1W) Recycled Water Plant. This will allow the recycled water system to operate year-round, which will improve both the ability to reliably irrigate agricultural land with recycled water and the sustainability of the Salinas Valley Groundwater Basin and decrease the need to rely on groundwater. Component 2 will enable reduced use of MCWRA's Supplemental Wells during wintertime chlorine system shutdowns by approximately 345 acre-feet per year. This pumping reduction estimate is based on three weeks per year of system shutdown and 115 acre-feet per week of deliveries, the average weekly demand in January between 2012 and 2019. Reducing Supplemental Well use by 345 acre-feet per year will reduce the potential for increased seawater intrusion by improving the overall water balance of the groundwater basin and maintaining the groundwater elevations in the vicinity of these wells, which primarily draw water from the 400-Foot Aquifer of the Subbasin.

Category (c). Implementation/Construction

Task 1. Construction of Scrubber Upgrade

Construct the upgrades to the chlorine building to install the new scrubber system including assessing general conditions, installing new tanks and media, modifying ductwork, upgrading electrical systems and instrumentation, as well as demolition of existing equipment. Construction activities will include minor excavation of pipelines and conduits, pavement demolition and removal, cutting, laying, and welding pipelines and pipe connections; pouring concrete footings for foundations, sluice gate structure, and other support equipment; installing piping, sluice gates and electrical equipment; testing and commissioning facilities; and Supervisory Control and Data Acquisition (SCADA) changes to control new equipment.

Deliverables:

- Photographs of key construction site improvements
- Record drawings/as-built drawings
- Certification of project completion

COMPONENT 3: CSIP DISTRIBUTION SYSTEM UPGRADES

Component 3 enhances water production from recycled sources and conveyance through the CSIP Distribution System via several upgrades that remedy conveyance limitations and distribution reductions by producing a water scheduling system for use by agriculture. The CSIP Distribution System will result in operational efficiencies and new operational conditions and terms including rules, requirements and/or enforcement methods. The water scheduling system will allow for ongoing monitoring to ensure that CSIP irrigators use recycled water as ordered. The system will result in proactive CSIP system management and reduce supplemental well use in the 180/400-Foot Aquifer Subbasin. This Component will upgrade 165 linear feet of critical CSIP pipeline, specifically at the A-1 Monitoring Station (herein referred to as the A-1 Site), to be able to convey higher flows to most of the CSIP system and to optimize pressure. This will result in total pumping reduction from supplemental wells in a range from a low of 248 acre-feet per year (AFY) to a high of 1,625 AFY, with a long-term average of 1,200 to 1,600 AFY.

Category (a): Component Administration

Prepare reports detailing component work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly

Progress Reports. Collect and organize backup documentation by the Component 2 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90-days before the end date for the component as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30-days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30-days before the Component end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30-days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Planning / Design / Environmental

Task 1. Hydraulic Modeling

Prepare and run a dynamic hydraulic model of the regional systems, focusing on the Salinas Valley Reclamation Plant production, system storage, CSIP distribution system conveyance capacity (pressure and flows throughout the system), and current irrigation flow demands to inform the programming and control narrative for safe, efficient operations of the system and appropriate demand limits throughout the system to inform the design process described in Site Upgrade tasks.

Deliverables:

- Information Needs List
- M1W Regional Water Balance Visual Model Output – SVRP Flow Volume Projections
- Final Existing System Deficiencies Technical Memorandum
- Final Modeling Results Technical Memorandum

Task 2. Development of Water Scheduling System

Develop water scheduling protocols that will provide MCWRA and M1W the ability to schedule water orders from CSIP irrigators to use recycled water based on the results of the dynamic hydraulic modeling in Task 1. Conduct ongoing monitoring to ensure that CSIP irrigators use recycled water as ordered and to manage the CSIP system proactively and adaptively to reduce Supplemental Well use in the critically over- drafted basin. Conduct interested party involvement through the Water Quality and Operations Committee, Basin Management Advisory Committee, Board of Directors, and Board of Supervisors.

Deliverables:

- Agricultural Irrigation Water Scheduling Protocols

Task 3. Review Technical Studies/Basis of Design Technical Memorandum

Collect and review relevant project reports, records, data, maps, and other documents relevant to defining the limits and the scope of the project design. Identify the anticipated tests and evaluations that will be needed to complete the design. Verify as-built conditions in the field and make necessary modifications observed during field trip to the existing drawings to assure that proposed modifications are constructible. Conduct a site survey, geotechnical investigations/borings, and property/land surveys, if necessary.

Conduct field review site visit with meeting and delivery of a technical summarizing results of the evaluation and supporting information for the selected design. Provide the Draft Memorandum to M1W and MCWRA staff for their comment and discussion.

Deliverables:

- Basis of Design Technical Memorandum
- Geotechnical Investigation Technical Memorandum
- Property Survey

Task 4. Design Plans, Specifications, Estimates, & Bids

Develop the 60% design plans and specifications for the component and submit them to the DWR Grant Manager for review and concurrence prior to completing the final design plans and specifications. After review of the 60% design plans and specifications by Grantee and concurrence by the DWR Grant Manager, prepare the 100% design plans and specifications in accordance with requirements for public bidding for construction. Submit the 100% design plans and specifications to the DWR Grant Manager for review and concurrence prior to advertising the component for bids. Field checked plans for accuracy and coordination between disciplines, including with M1W operators and maintenance crews. Prepare the Bid Documents that will include the plans, specifications, and an engineer's cost estimate for the component. Advertise bid as required by public contracting requirements and award the contract.

Deliverables:

- 60% design plans and specifications
- 100% design plans and specifications
- Bid documents
- Summary of Bids and Staff Report requesting approval of contract

Task 5. Site Permitting and Entitlements

Prepare and obtain all necessary permits to construct the component. Obtain access agreements, entitlements, for temporary or permanent access to the properties for construction and long-term operations and maintenance of the component. Submit all permits to the DWR Grant Manager for review and concurrence prior to beginning construction activities.

Deliverables:

- Easement agreement(s)
- All required permit(s)

Task 6. Environmental Documentation

Prepare the appropriate CEQA documentation(s) for the component and file the document(s) with the County Clerk's Office. Submit the CEQA documentation(s) to the DWR Grant Manager for review and concurrence prior to beginning construction activities. Construction may not begin and no costs for Task 5 of this Component may be incurred until the State has reviewed the CEQA document(s), completed its CEQA responsible agency responsibilities and given its environmental clearance in accordance with Paragraphs 5 and D.8 of this Agreement. Any costs incurred for Task 5 of this Component prior to DWR giving its environmental clearance shall not be reimbursed and any such amounts shall be deducted from the total Grant Amount in Paragraph 3.

Deliverables:

- CEQA document(s)

Category (c). Implementation / Construction

Task 7. Construction of A-1 Site Piping Upgrades

Construct the component per the final plans and specifications as outlined in the awarded bid contract. Provide photo documentation of construction activities and include those in the associated quarterly Progress Report(s). Perform engineering services during construction and construction management consultant services, which include reviewing project submittals and responding to the Contractor with the Engineer's review comments, attending construction meetings, special as-needed field visits, reviewing and responding **148**

to requests for information and contract change orders, and redesign as necessary to accommodate unforeseen field conditions.

Deliverables:

- Photograph documentation and construction progress
- Record drawings/as-built drawings
- Certification of project completion

Task 8. Engineering Design Services During Construction and Construction Management and

Support

Provide engineering services during construction including reviewing project submittals and responding to the Contractor with the Engineer's review comments, attending construction meetings, reviewing and responding to requests for information (RFI) and contract change orders, and redesign as necessary to accommodate unforeseen field conditions. Provide consultant and legal services needed for the implementation of the construction contract, including the following: contractor prevailing wage compliance (if required), legal, asset management, review and integration of operations and maintenance plans into M1W electronic O&M manual system, SCADA programming and integration and associated start-up services by engineers and technical experts.

Deliverables:

- Copy of issued-for-construction (IFC) plans and specifications
- Construction progress reports to include in the quarterly Progress Report(s)
- O&M Manuals and Lucity Asset Management Database

Category (d): Monitoring / Assessment

Task 9: Monitoring Plan

Monitor operations to track performance and include results in annual reporting. Organize the monitoring results in accordance with the Post-Performance Report requirements listed in Exhibit F.

Deliverables:

- Monitoring plan
- Data organized for future development of the Post-Performance Report

COMPONENT 5: CONDUCT FEASIBILITY STUDY ON AQUIFER STORAGE AND RECOVERY

Component 5 will conduct a feasibility assessment of Salinas River Diversion Facility (SRDF) Winter Flow Injection (Preferred Project 9 in the 180/400-Foot Subbasin GSP) which would divert winter flows from the Salinas River using the existing SRDF facilities and inject the water into the 180/400-Foot Aquifer Subbasin to maintain groundwater elevations, improve water quality, and prevent further seawater intrusion, or alternatively, diverted water could be treated used for beneficial reuse that would reduce groundwater pumping. The feasibility assessment will include technical feasibility as well as determining the operational permitting constraints and alignment with existing water rights and permitting and the future Habitat Conservation Plan for the reservoir operations. The component further utilizes the CSIP Distribution System Model to understand operational constraints.

Category (b): Planning / Design / Environmental (15% effort over Tasks 2 and 4)

Task 2: Assessment of Project Constraints

Analyze the existing MCWRA permits and policies that will require revisions for implementing the project. Detail the specific permit requirements that may serve as constraints and engage with Monterey County Water Resources Agency to discuss opportunities and constraints with pursuit of identified revisions. Complete project permitting memorandum detailing necessary permitting actions and estimating potential costs and timelines associated with completing revisions of permits which will be used to assess the viability of the project, compare to other projects, and plan next steps.

Deliverables:

- Memorandum describing identified project constraints and feasibility assessment
- Project permitting memorandum

Task 4: Distribution System Modeling

Model how the injection and extraction wells will work in the existing CSIP system. Identify modifications to the CSIP system needed for efficient operation with the injection/extraction wells. Assess how winter water can be delivered to CSIP users from Monterey One Water while river water is injected into ASR wells.

Deliverables:

- Model results memorandum including modifications outcomes and delivery options.

COMPONENT 7: COMPLIANCE REPORTING AND DATA EXPANSION

Component 7 includes the completion of two Annual Reports and filling data gaps. Four Aquifer properties tests will provide characterization data for the aquifer that was identified as a data gap in the 180/400-Foot Aquifer GSP. These data will add to the hydrologic conceptual model for the subbasin. The well registration will establish a relatively accurate count of all active wells in the Subbasin. Through collaboration with other local agencies, well registration will result in a data set of active wells. Well metering will improve estimates of the amount of groundwater extracted from the 180/400-Foot Aquifer Subbasin. Well metering will not include *de minimus* well users. The well registration and well metering work will occur in collaboration with the Monterey County Water Resources Agency (MCWRA) and the existing Groundwater Extraction Management System (GEMS) program.

Category (c): Implementation / Construction

Task 5: Well Registration and Metering

Commence a process to register all wells in the 180/400-Foot Aquifer. Initiate discussions with Monterey County Environmental Health and Monterey County Water Resources Agency to understand the existing system, conducting interested parties' outreach, identify a software system for registration of all production wells, and initiate well registration effort. Well metering technologies and options will be evaluated, assessed with interested parties, and proposed to improve measuring and reporting of the amount of groundwater extracted from the Aquifer. Address issues identified by DWR in its 180/400-Foot Subbasin GSP approval letter.

Deliverables:

- Well Registration Completion Report

Task 6: Modeling Updates

Support model updates under the Salinas Valley Cooperative Model and Decision Tool Development including model version updates, climate data updates, software updates and collaborative Salinas Valley Operational Model evaluation. Complete a publicly published model.

Deliverables:

- Technical Report on Model Updates and publicly published model.

EXHIBIT B BUDGET

Project Title: 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022-2024) (Project)

Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Recycled Water Plant

Budget Categories	Grant Amount
(a) Component Administration	\$0
(b) Planning / Engineering / Design	\$0
(c) Implementation / Construction	\$1,185,000
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
Total:	\$1,185,000

Component 3: Castroville Seawater Intrusion Project Distribution System Upgrades

Budget Categories	Grant Amount
(a) Component Administration	\$5,000
(b) Planning / Engineering / Design	\$520,000
(c) Implementation / Construction	\$1,622,000
(d) Monitoring / Assessment	\$3,000
(e) Engagement / Outreach	\$0
Total:	\$2,150,000

Component 5: Conduct Feasibility Study on Aquifer Storage and Recovery

Budget Categories	Grant Amount
(a) Component Administration	\$0
(b) Planning / Engineering / Design – Primary Tasks for engagement will by Task 2 and Task 4	\$45,000
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
Total:	\$45,000

Component 7: Compliance Reporting and Data Expansion

Budget Categories	Grant Amount
(a) Component Administration	\$0
(b) Planning / Engineering / Design	\$0
(c) Implementation / Construction – Task to be Co-Implemented: [1] Well Registration and Metering (\$200,000) and [2] Modeling Updates (\$100,000)	\$310,000
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
Total:	\$310,000

EXHIBIT C SCHEDULE

GRANT PROPOSAL TITLE: 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation (2022-2024) (Project)

Categories	Start Date	End Date
Component 2: Dry Chlorine Scrubber Upgrade at Monterey One Water Recycled Water Plant	July 1, 2022	November 30, 2023
(a) Component Administration	NA	NA
(b) Planning / Engineering / Design	NA	NA
(c) Implementation / Construction	July 1, 2022	November 30, 2023
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach	NA	NA
Component 3: Castroville Seawater Intrusion Project Distribution System Upgrades	December 17, 2021	December 31, 2024
(a) Component Administration	December 17, 2021	December 31, 2023
(b) Environmental / Engineering / Design	December 17, 2021	May 31, 2023
(c) Implementation / Construction	July 1, 2022	November 30, 2024
(d) Monitoring / Assessment	September 1, 2023	December 31, 2024
(e) Engagement / Outreach	NA	NA
Component 7: Compliance Reporting and Data Expansion	Earliest Start Date	Latest End Date
(a) Component Administration	December 17, 2021	December 31, 2024
(b) Reporting and Data Expansion	December 17, 2021	June 30, 2024
(c) Implementation / Construction	August 1, 2022	June 30, 2024
(d) Monitoring / Assessment	NA	NA
(e) Engagement / Outreach		NA

NOTES:

¹Exhibit C Schedule only dictates the work start date and the work end date for the Budget Category listed. The Grantee must adhere to the Deliverable Due Date Schedule that has been approved by the DWR Grant Manager. The dates listed in Exhibit C Schedule are date ranges that correlates to the Deliverable Due Date Schedule. Eligible costs for each line item will only be approved if the work completed falls within the date ranges listed in Exhibit C.



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

BOARD ORDER No. _____

**AUTHORIZE THE GENERAL MANAGER TO ENTER INTO A SUBGRANT)
AGREEMENT WITH THE SALINAS VALLEY BASIN GROUNDWATER)
SUSTAINABILITY AGENCY TO RECEIVE FUNDING RELATED TO)
GRANT AGREEMENT 4600014638 SUSTAINABLE GROUNDWATER)
MANAGEMENT ACT IMPLEMENTATION GRANT OF \$3,690,000 TO)
FINANCIALLY SUPPORT THE MCWRA'S INVOLVEMENT IN THE)
180/400-FOOT AQUIFER SUBBASIN GROUNDWATER SUSTAINABILITY)
PLAN PHASE 1 IMPLEMENTATION.)**

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

1. Authorizes the General Manager to enter into a Subgrant Agreement with the Salinas Valley Basin Groundwater Sustainability Agency to receive funding related to Grant Agreement 4600014638 Sustainable Groundwater Management Act Implementation Grant of \$3,690,000 to financially support the MCWRA's involvement in the 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan Phase 1 Implementation.

PASSED AND ADOPTED on this **19th** day of **September 2022**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

BY: John Baillie, Chair
Board of Directors

ATTEST: Brent Buche
General Manager



Monterey County

Item No.7

Board Report

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

Legistar File Number: WRAG 22-152

September 19, 2022

Introduced: 9/9/2022

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Consider approving an Agreement for Professional Services with E2 Consulting Engineers, Inc., in the amount of \$473,520 to perform hydraulic modeling and analysis of the Castroville Seawater Intrusion Project's distribution system; and authorize the General Manager to execute the Agreement.

RECOMMENDATION:

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

- a. Approve an Agreement for Professional Services with E2 Consulting Engineers, Inc., in the amount of \$473,520 to perform hydraulic modeling and analysis of the Castroville Seawater Intrusion Project's distribution system; and
- b. Authorize the General Manager to execute the Agreement.

SUMMARY/DISCUSSION:

The Castroville Seawater Intrusion Project (CSIP) was brought online in 1998 to help slow the progression of seawater intrusion into the P180 and P400 Aquifers, the primary source of agricultural and domestic drinking water in the lower Salinas Valley. The CSIP distribution system delivers water to approximately 12,100 irrigated acres around Castroville through 95 active turnouts. From 2012 to 2021, CSIP has delivered an average of \pm 21,380-acre feet per year.

Water is currently supplied to CSIP from three sources, recycled water from the Salinas Valley Reclamation Project (SVRP), ground water from 10 CSIP supplemental wells, and when available, river water from the Salinas River Diversion Facility (SRDF). During periods of high irrigation demand, the CSIP system experiences localized low pressure conditions requiring additional groundwater pumping from CSIP supplemental wells to provide adequate operating pressure.

On May 16, 2022, a Request for Proposal (RFP) was released to find a consulting firm to provide hydraulic modeling and analysis of the CSIP Distribution System. The purpose of the proposed modeling is to provide support for various elements of potential optimization of CSIP system operations and facilities. Optimization of the CSIP distribution system will benefit the sustainability of the local groundwater basin and growing operations in the CSIP area, Agency Zone 2B, by reducing pumping of supplemental wells.

Staff recommends approving an Agreement for CSIP Hydraulic Modeling and Analysis with E2 Consulting Engineers, Inc. (E2), based on their team's overall experience and specific knowledge of the CSIP Distribution System. Based on the results of the hydraulic modeling to be performed, E2 will provide MCWRA with a Technical Memorandum Summarizing Results including system improvement

recommendations, and a “Basis of Design” Memorandum for rehabilitation/redesign of Monitoring Station A-1. All deliverables are expected to be provided to MCWRA by May 15, 2023.

FINANCING:

- \$473,520 is available in FY 2022-23 Fund 134 - SRDF O&M
- A work is under this contract is grant reimbursable pending approval and execution of a sub-grant agreement through Salinas Valley Basin Groundwater Management Agency

OTHER AGENCY INVOLVEMENT:

Salinas Valley Groundwater Sustainability Agency

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

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

Attachments:

1. Agreement for Professional Services with E2 Consulting Engineers, Inc.
2. Exhibit A-Scope of Work
3. Exhibit B-Payment Provisions
4. Board Order



Monterey County

Item No.7

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

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2. Exhibit A-Scope of Work
3. Exhibit B-Payment Provisions
4. Board Order

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

This is an agreement ("Agreement") between the Monterey County Water Resources Agency, hereinafter called "Agency," and _____, a _____ 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:
- (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 _____ by CONTRACTOR and Agency, and will terminate on _____, unless earlier terminated as provided herein.

3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is

(\$ _____).

4. Monthly Invoices by CONTRACTOR; Payment.

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

5. Indemnification

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

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

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

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

6. Insurance.

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

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

neither relieve nor decrease the liability of the CONTRACTOR.

6.2 Qualifying Insurers:

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

6.3 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

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

6.4 Other Insurance Requirements.

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

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

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

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

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

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

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

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

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

deducted from any sum due CONTRACTOR.

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

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

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

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

26. Contract Administrators.

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

Agency's designated administrator of this Agreement shall be

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:	_____	Name:	_____
Address:	_____	Address:	_____
Telephone:	_____	Telephone:	_____
Fax:	_____	Fax:	_____
E-Mail:	_____	E-Mail:	_____

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

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

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

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

Exhibit A - Scope of Work/ Work Schedule, Deliverables

Exhibit B - Fee Schedule

Exhibit C -

Exhibit D -

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

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

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

**MONTEREY COUNTY WATER
RESOURCES AGENCY:**

BY:

Brent Buche
General Manager

Date:

CONTRACTOR:

BY:

Type Name: _____

Title: _____

Date:

BY:

Type Name: _____

Title: _____

Date:

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

(_____
Agreement

Approved as to form ¹:

Approved as to fiscal provisions:

Assistant County Counsel

Administrative Analyst

Dated: _____

Dated: _____

County Counsel – Risk Manager:

Auditor-Controller ²:

Dated: _____

Dated: _____

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

² Approval by Auditor-Controller is required

Exhibit A

Scope of Work and Work Schedule

CASTROVILLE SEAWATER INTRUSION PROJECT DYNAMIC HYDRAULIC MODELING AND ANALYSIS

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

Scope of Work

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

Dynamic Hydraulic Modeling

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

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

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

TASKS

TASK 1 – REVIEW BACKGROUND DOCUMENTS AND DATA

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

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

TASK 2 – FIELD SURVEY AND FLOW/PRESSURE VERIFICATION

Subtask 2.1 - Field Survey

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

Subtask 2.2 – Flow/Pressure Tests

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

Task 3 – Develop Dynamic Hydraulic Model

Subtask 3.1 - Verification/Validate Previous Models

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

Subtask 3.2 – CSIP Dynamic Hydraulic Model

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

Subtask 3.3 – Develop System Scenarios

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

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

Subtask 3.3.2 Potential Scenarios – Potential system scenarios include:

A. Current System Configuration

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

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

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

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

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

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

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

Model ID #9 (Pipe Size-36-inch) – recommended 36-inch Control Valve
Model ID #18 (Pipe Size 33-inch) – recommended 33-inch Control Valve and 30-inch Meter Size
Model ID #20 (Pipe Size 36 – inch) – recommended 36-inch Control Valve

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

D. Constant Head System

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

E. Additional Model Run

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

Task 4 - Deliverables

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

Task 5 – Perform Dynamic Modeling

Upon authorization from MCWRA:

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

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

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

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

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

1.3 Summarize pros and cons of each scenario.

1.4 Identify any deficiencies in each scenario.

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

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

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

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

Task 6 - Deliverables

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

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

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

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

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

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

Work Schedule

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

Exhibit B

Payment Provisions

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

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

FEE SCHEDULE

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

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

EXPENSES

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

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

Note

¹ Total Cost includes 10% Mark-ups on Subconsultant's costs



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

BOARD ORDER No. _____

APPROVE AN AGREEMENT FOR PROFESSIONAL SERVICES WITH)
E2 CONSULTING ENGINEERS, INC., IN THE AMOUNT OF \$473,520 TO)
PERFORM HYDRAULIC MODELING AND ANALYSIS OF THE)
CASTROVILLE SEAWATER INTRUSION PROJECT'S DISTRIBUTION)
SYSTEM; AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE THE)
AGREEMENT)

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

1. Approves an agreement for professional services with E2 consulting engineers, inc., in the amount of \$473,520 to perform hydraulic modeling and analysis of the Castroville Seawater Intrusion Project's distribution system; and
2. Authorizes the General Manager to execute the Agreement.

PASSED AND ADOPTED on this **19th** day of **September 2022**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

BY: John Ballie, Chair
Board of Directors

ATTEST: Brent Buche
General Manager



Monterey County

Item No.8

Board Report

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

Legistar File Number: WRAG 22-147

September 19, 2022

Introduced: 9/7/2022

Current Status: Draft

Version: 1

Matter Type: WR General Agenda

September, October and November 2022 Calendars

September 2022

September 2022						
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	

October 2022						
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
Aug 28	29	30	31	Sep 1	2 8:30am Personnel & Admin. Committee 10:00am Finance Committee (1441 Schilling Pl., Salinas)	3
4	5	6	7 8:30am BMAC Committee 10:00am Planning Committee	8	9	10
11	12	13	14	15 10:30am Joint Board Leadership	16	17
18	19 Board of Directors Meeting - 930-Board of Directors	20	21	22	23	24
25	26	27	28	29 1:30pm Reservoir Operations Advisory Committee (Saffron Room) - 930-Board of Directors	30	Oct 1

October 2022

October 2022						
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					

November 2022						
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			

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Sep 25	26	27	28	29	30	Oct 1
2	3	4	5 8:30am BMAC Committee 10:00am Planning Committee	6	7 8:30am Personnel & Admin. Committee 10:00am Finance Committee (1441 Schilling)	8
9	10	11	12	13	14	15
16	17 Board of Directors Meeting - 930-Board of Directors	18	19	20	21	22
23	24	25	26	27 1:30pm Reservoir Operations Advisory Committee (Saffron Room) - 930-Board of	28	29
30	31	Nov 1	2	3	4	5

November 2022

November 2022						
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			

December 2022						
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
Oct 30	31	Nov 1	2 8:30am BMAC Committee 10:00am Planning Committee	3	4 8:30am Personnel & Admin. Committee 10:00am Finance Committee (1441 Schilling Pl., Salinas)	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21 Board of Directors Meeting - 930-Board of Directors	22	23	24 1:30pm Reservoir Operations Advisory Committee (Saffron Room) - 930-Board of Directors	25	26
27	28	29	30	Dec 1	2	3



Monterey County

Item No.9

Board Report

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

Legistar File Number: WRAG 22-150

September 19, 2022

Introduced: 9/9/2022

Current Status: Draft

Version: 1

Matter Type: WR General Agenda

- COVID-19 Update
- Personnel Update
- Prop. 1 Grant Update
- Pajaro Update
- Other



Monterey County

Item No.10

Board Report

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

Legistar File Number: WRAG 22-146

September 19, 2022

Introduced: 9/7/2022

Current Status: Draft

Version: 1

Matter Type: WR General Agenda

Information Items:

1. Reservoir Storage Release Update
2. Well Permit Applications Update

Reservoir Storage & Release Update

SUMMARY/DISCUSSION:

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

RESERVOIR ELEVATION / STORAGE: As of September 8, 2022, San Antonio Reservoir has a water surface elevation of approximately 676.65 feet (NGVD 29), with 32,783 acre-feet of storage. Nacimiento Reservoir has a water surface elevation of approximately 722.7 feet, with 74,840 acre-feet of storage. San Antonio Reservoir is currently at 10% of storage capacity and Nacimiento Reservoir is at 20% of capacity.

RESERVOIR RELEASES: The lack of water in storage resulted in adoption by Board of Directors of a 2022 release schedule which limits releases to approximately 60 cfs from Nacimiento Reservoir and 10 cfs from San Antonio Reservoir in support of fish habitat below the dams for the remainder of the calendar year, subject to re-consideration should significant reservoir inflow occur.

The Lagoon has been closed to the ocean since February 17th.

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 September 8, 2022:

- 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: 49 cfs
- Salinas River at Soledad: 0 cfs
- Salinas River near Chualar: 0 cfs
- Salinas River near Spreckels: 0 cfs

Prepared by: Peter Kwiek, Associate 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 has provided EHB a review within 3.1 business days, on average, for permits received in August 2022, and 2.6 business days for Fiscal Year 2022/2023. 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.

The Agency conducts a well impact assessment for non-replacement domestic and high-capacity wells in fulfillment of the County's mandate to implement policies of the 2010 Monterey County General Plan. This month, none of the well impact assessments performed indicated potential for significant adverse impacts to existing domestic wells, water system wells, or in-stream flows.

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-two (22) of those wells being constructed in the last ten years, including ten (10) within the last three years. Figure 2 includes a tabular historical summary of reported annual Deep Aquifer well extractions by water use category.

Three (3) additional permit applications have been submitted 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

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

Well Permits Received August 2022

Permit Type

- △ Construction- High Capacity Agricultural
- ▽ Construction- Non High Capacity Agricultural
- Construction-Domestic
- + Construction-Other
- Destruction
- ◇ Other
- ⬠ Repair

Subarea

- 180-Ft Aquifer
- 400-Ft Aquifer
- Deep Aquifers
- East Side
- Forebay
- Upper Valley
- Outside Zone 2C or defined GW Basin

Zone 2C

CA 118 Grounwater basins in Monterey County

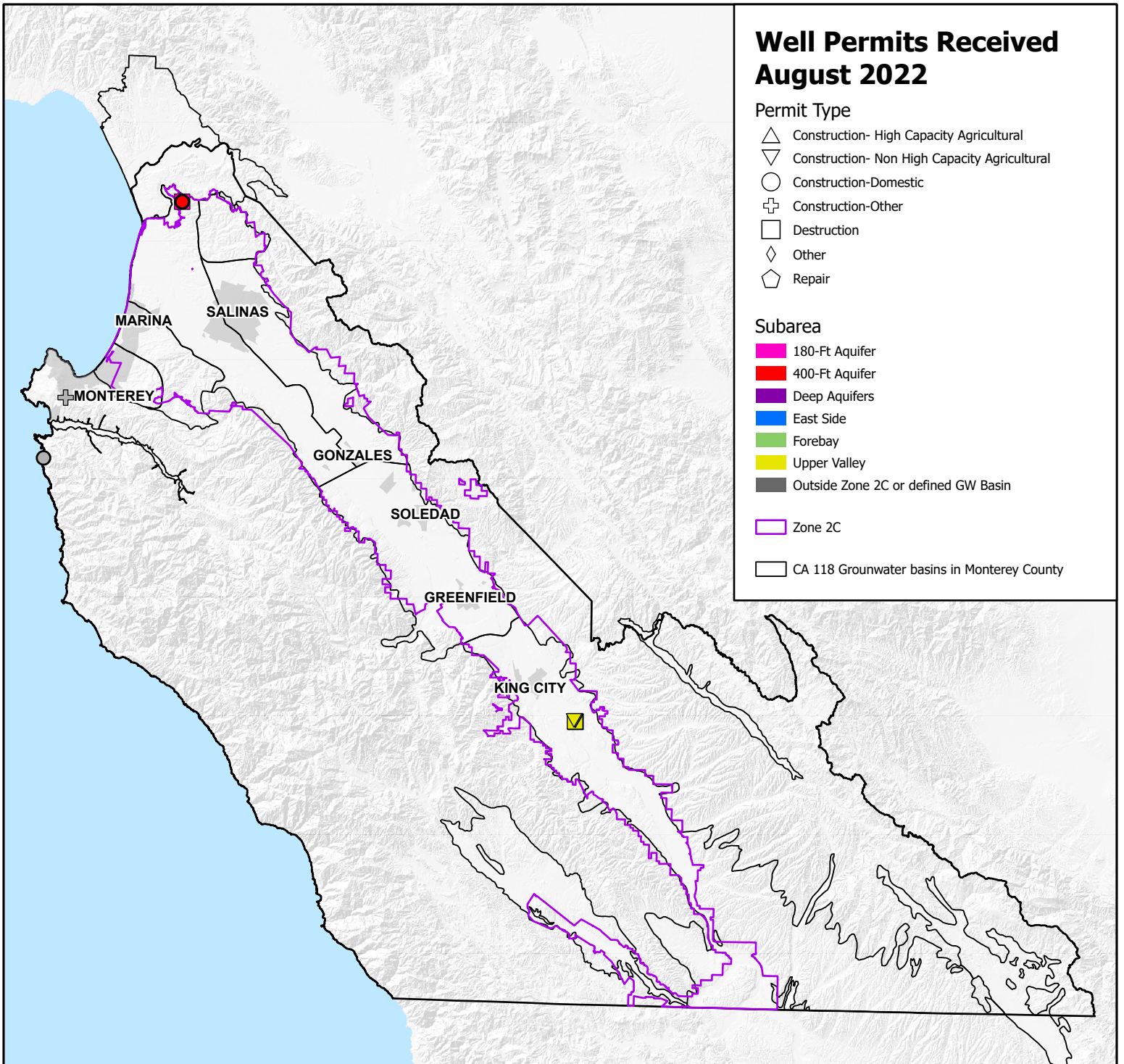


Table 1. Well Permit Applications Received by Category - August, 2022

Subarea/ Aquifer	Construction: Agricultural		Construction: Domestic	Construction: Other	Destruction	Repair	Other	Monthly Total
	High Capacity	Non High Capacity						
180-Ft Aquifer					1			1
400-Ft Aquifer			1					1
Deep Aquifers								
East Side								
Forebay								
Upper Valley		3			3			6
Outside Zone 2C, Undefined GW Basin		1	1					2
Total	4	2	2		4			10

Figure 1

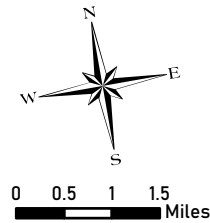
Legend

Deep Aquifer Wells

By Use, Labeled by Year Constructed

- Agricultural
- Municipal
- Industrial
- Domestic
- Monitoring

Area of Impact



Monterey County
Water Resources Agency

Date: 9/6/2022

4 Monitoring Wells
constructed in 2000

2 Monitoring Wells
constructed in 2005

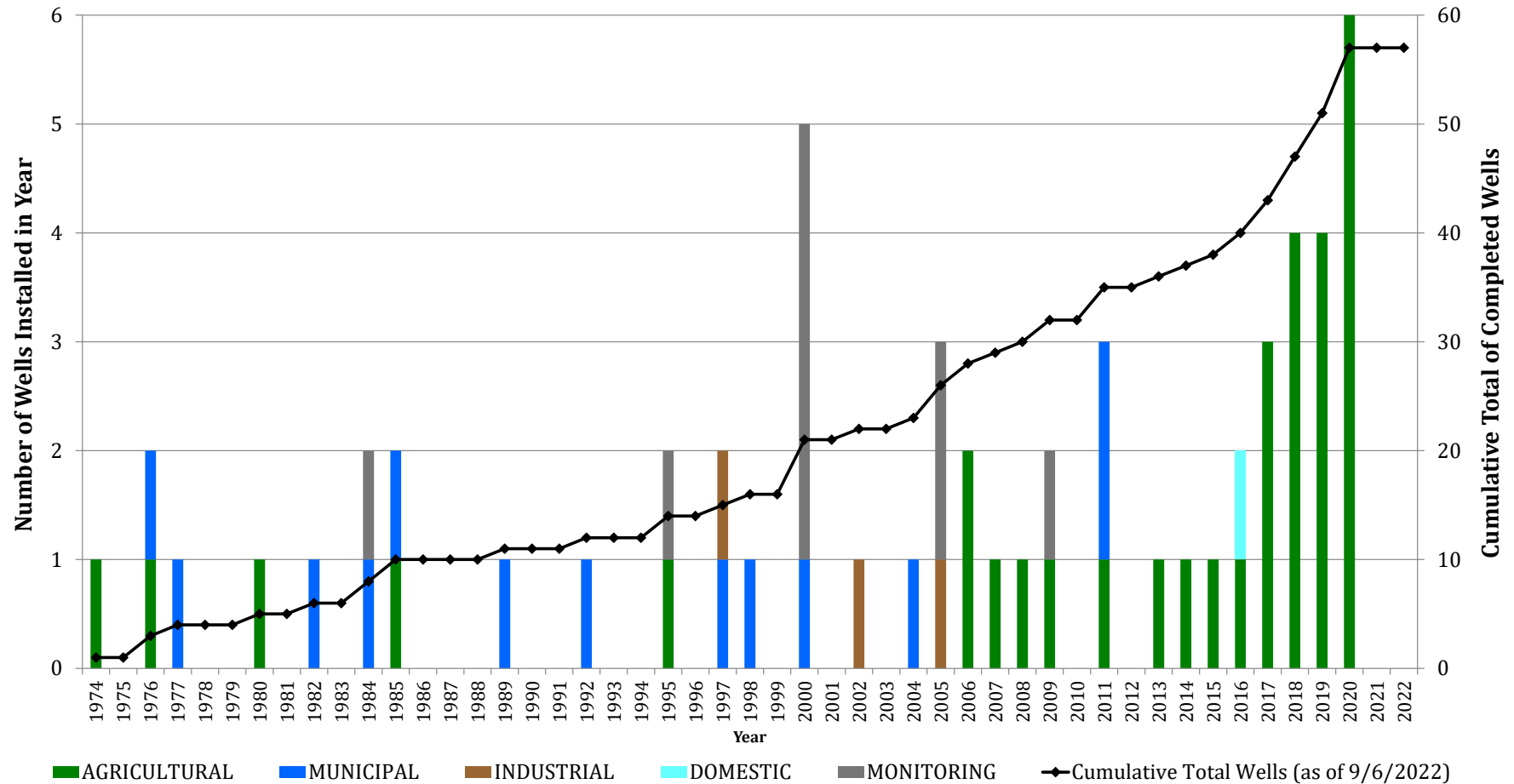
2 Municipal Wells
constructed in 1998 and 2000



Source: MCWRA
Date: 9/6/2022

Figure 2

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



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	2019	2020	2021
2,054	1,992	2,036	2,137	2,170	1,906	2,056	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	1,989	3,784	3,746	3,788	4,116	4,605	4,820	4,264	4,216
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	4,194	4,834	4,749	5,331	6,996	8,820
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	196	84	42
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	10,347	11,344	13,079

* Notes: Table includes all reported extraction data for the forty-five (45) 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).