



MONTEREY COUNTY WATER RESOURCES AGENCY

893 BLANCO CIRCLE
SALINAS, CA 93901
(831) 755.4860
(831) 424.7935 FAX

BOARD OF DIRECTORS

BOARD OF DIRECTORS:

Ken Ekelund, Chair
Claude Hoover, Vice Chair
Silvio Bernardi
Mark Gonzalez
David Hart
Fred Ledesma
Richard Ortiz
Mike Scattini
Deidre Sullivan

STAFF:

David E. Chardavoyne, General Manager
Robert Johnson, Assistant General Manager
Brent Buche, Assistant General Manager
Cathy Paladini, Finance Manager
Wini Chambliss, Clerk to the Board
Patrick McGreal, Deputy County Counsel

REGULAR BOARD MEETING

DATE: MONDAY, JANUARY 27, 2014

TIME: 11:30 A.M. – CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding two matters of existing litigation: Monterey County Water Resources Agency v. Boyle Engineering (Monterey County Superior Court Case No. M122078); and, Save Our Peninsula Committee v. County of Monterey, et al. (Monterey County Superior Court Case No. M126254).

2. CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION

Pursuant to Government Code section 54956.9(c), the Board will confer with legal counsel regarding two matters of potential initiation of litigation.

3. CONFERENCE WITH LEGAL COUNSEL – EXPOSURE TO LITIGATION

Pursuant to Government Code section 54956.9(d)(2), the Board will confer with legal counsel regarding two matters of significant exposure to litigation.

1:00 P.M. – REGULAR BOARD MEETING

PLACE: Monterey County Water Resources Agency – Board Room
893 Blanco Circle
Salinas, CA 93901
(831) 755-4896

Monday, January 27, 2014
1:00 P.M.

REGULAR BOARD OF DIRECTORS MEETING

AGENDA

Staff reports relative to the agenda items listed below will be available for public review at Close of Business on Thursday, January 23, 2014 at the Monterey County Water Resources Agency (Agency), 893 Blanco Circle, Salinas. If additional documents are produced by the Agency and provided to a majority of the Board regarding any item on the agenda after staff reports have been distributed, they will be available at the Agency during normal business hours and posted on the Agency website at the following website address: http://www.mcwra.co.monterey.ca.us/BOD/BOD/AgendaCurrent_n.htm. For additional information, please contact Wini Chambliss, Clerk to the Board, at (831) 755-4896.

1. **CALL TO ORDER/ESTABLISH QUORUM**
2. **PLEDGE OF ALLEGIANCE**
3. **ELECTION OF OFFICERS**
4. **PUBLIC COMMENTS**
*(Limited to three minutes per speaker within Monterey County Water Resources Agency jurisdiction and **not listed** on the agenda. Members of the Public will have the opportunity to ask questions or make statements on agenda items as they are considered by the Board.)*
5. **PRESENTATIONS** 9
 - A. Water Delivery Options – Mr. Howard Franklin & Mr. Chris Moss
 - B. The Nature Conservancy – Ms. Jennifer Biringer
 - C. Report on Salinas River Activities from Agricultural Community – Ag Representative
6. **CONSENT CALENDAR** 11
 - A. Approve purchase orders/contracts in excess of \$500 and credit card purchases over \$500 in November/December 2013. 13
 - B. Receive Report on Salinas Valley Water Conditions for the First Quarter of Water Year 2013-2014. 33
 - C. Receive and accept the Monterey County Water Resources Agency Quarterly Financial Status Report through December 2013. 47
 - D. Approve a *Drainage and Flood Control Systems Agreement*, by and among, the Monterey County Water Resources Agency, and the James E. Hansen Family Trust; recommend the Board of Supervisors approve the Agreement; and, authorize the Chairman of the Board of Supervisors to execute the Agreement. 53
 - E. Approve Amendment No. 1 to the Employment Agreement between the Monterey County Water Resources Agency and David E. Chardavoyne. 65

7.	ACTION ITEMS	69
	A. Consider approving the Minutes of the Special Board of Directors meeting held December 16, 2013.	71
	B. Consider approving a professional services agreement with Balance Hydrologics, Inc., in the amount of \$50,237, to analyze dry weather drainage and propose feasible alternatives to improve Carr Lake drainage; and, authorize the General Manager to execute the agreement.	85
	C. Consider approving Amendment No. 1 to the professional services agreement with FISHBIO in the amount of \$237,000 to provide fisheries monitoring work in support of the Salinas Valley Water Project through June 20, 2014; and, authorizing the General Manager to execute the Amendment.	111
	D. Consider receiving a report regarding the Dreissenid Mussel Prevention Program at lakes Nacimiento and San Antonio; and, provide direction to Staff.	153
	E. Consider approving a Power Purchase Agreement with the Northern California Power Agency for power generated at the Nacimiento Hydroelectric Plant; recommending approval by the Monterey County Water Resources Agency Board of Supervisors; and, authorizing the General Manager to sign the Definitive Agreement, and any necessary ancillary agreements.	157
	F. Consider approving a professional services agreement with Power Systems Professionals, Inc. (dba "Power Pros") in the amount of \$57,170, for engineering services and operations training at the Nacimiento Hydroelectric Plant; and, authorizing the General Manager to execute the Agreement.	207
	G. Consider recommending that the Monterey County Water Resources Agency (MCWRA) Board of Directors approve an Amendment to Monterey County's Master Fee Resolution to update land use fee descriptions; levy a new fee to reimburse MCWRA for technical review and evaluation of hydrogeologic reports; and, recommend that the MCWRA Board of Supervisors approve the Amendment.	229
	H. Consider approving a legal services agreement with Downey Brand Attorneys, LLP, in an amount not-to-exceed \$200,000, for tasks related to the implementation of State Water Resources Control Board (SWRCB) Permit #11043, and compliance with conditions required to maintain Permit #11043; and, authorizing the General Manager to execute the Agreement.	241
	I. Consider reconfirmation of the Regional Advisory Committee to assist the Monterey County Water Resources Agency with the implementation of Water Rights Permit #11043.	257

8. KEY INFORMATION AND CALENDAR OF EVENTS

9. GENERAL MANAGER'S REPORT

10. COMMITTEE REPORTS

- A. Basin Management Plan Committee: Silvio Bernardi, Chair
- B. Finance Committee: Claude Hoover, Chair
- C. Personnel/Administration Committee: Richard Ortiz, Chair

- D. Planning Committee: Ken Ekelund, Chair
- E. Reservoir Operations Committee: David Hart, Chair

11.	INFORMATION ITEMS	263
	A. Development Review	265
	B. Monterey County Water Recycling Projects/Salinas Valley Water Project/Salinas River Diversion Facility Update	267
	C. Reservoir Release Update	271
	D. Well Permit Application Activities Update	273
	E. Projected Costs for Implementing the Short-Term Salinas River Stream Maintenance Program	277
	F. Information on Water Resources FY 2013-14 Financial Status of Unanticipated Expenditures	281
12.	CORRESPONDENCE	285
	A. Letter dated January 14, 2014 from Horan Lloyd – A Professional Organization Re: Brown Act Violation – Cease and Desist Order and Public Records Act Request	287
	B. Letter dated January 14, 2014 from MCWRA to Sonia Flores, Vice President – Union Bank Re: Annual Financial Information	293
	C. Letter dated January 13, 2014 from MCWRA to Arlan Nickel, Senior Project Manager – Bureau of Reclamation Re: WaterSMART Basin Study Letter of Interest	305
	D. Letter dated January 13, 2014 from Steve McIntyre – Monterey Pacific Applied Agricultural Technologies Re: Closed Session Performance Reviews by Water Resources Agency Board of Supervisors Steve McIntyre – Monterey Pacific Applied Agricultural Technologies	309
	E. Letter dated January 10, 2014 from David A. Gutierrez, Chief: Division of Safety of Dams – Department of Water Resources Re: Nacimiento Dam, No. 1008, Monterey County	311
	F. Letter received December 17, 2013 from Steve Shimek, Chief Executive – The Otter Project Re: Joint Meeting of the Monterey County Water Resources Agency Board of Supervisors and Board of Directors	313
	G. Letter dated December 16, 2013 from Abby Taylor-Silva, Vice President: Grower-Shipper Association of Central California and Benny Jefferson, Chairman: Salinas River Channel Coalition Re: Salinas River Channel Maintenance Program and EIR	317
	H. Letter dated December 16, 2013 from Nancy Isakson, President: Salinas Valley Water Coalition and Norm Groot, Executive Director: Monterey County Farm Bureau Re: Salinas River Stream Maintenance Program and EIR	319

I. Letter dated November 22, 2013 from California Water Boards, Central Coast Regional Water Quality Control Board
Re: Invitation to Participate in Salinas River Management Workshop on March 6, 2014.. 321

J. Letter dated December 12, 2013 from Gerard L. Maloney, P.E. – Acting Regional Engineer: Federal Energy Regulatory Commission
Re: Plan and Schedule for Overdue Dam Safety Items 325

PUBLIC RECORDS REQUESTS	329
K. Email dated December 26, 2013 @ 1:07 PM from Dennis Taylor, Senior Writer – The Californian Re: Selling of Salinas River Water to CalAm	331
L. Response letter from MCWRA dated January 6, 2014 to Dennis Taylor, Salinas Californian	333
M. Email dated January 2, 2014 @ 1:51PM from Loren J. Bialik, President: Mazel Equities National Associates Re: Unclaimed/Outstanding Checks and Unclaimed Municipal Bonds	335
N. Response letter from MCWRA dated January 9, 2014 to Loren J. Bialik, President: Mazel Equities National Associates	337
O. Email dated January 6, 2014 @ 7:26 PM from Christine Mead – Operations and Maintenance Manager: Soquel Creek Water District Re: Request for MCWRA Organizational Chart	339
P. Email dated January 8, 2014 @ 3:28 PM from Christine Mead – Operations and Maintenance Manager: Soquel Creek Water District Re: Request for Additional Information Regarding Positions on the MCWRA Organizational Chart	341
Q. Response Email from MCWRA dated January 9, 2014 @ 2:38 PM providing requested information	343
R. Letter dated January 21, 2014 from Law Offices of Richard H. Rosenthal – A Professional Corporation Re: Request for Information re: Performance Evaluation for the Water Resources Agency General Manager	345
S. Response letter from MCWRA to Richard Rosenthal re: Original Public Records Request dated December 27, 2013	
T. Email dated January 15, 2014 from Richard H. Rosenthal	345
Re: Request for Copy of Document Dated November 5, 2013 entitled Performance Evaluation for WRA GM regarding Permit No. 11043 Implementation	353
U. Letter dated December 12, 2013 from Molly Erickson: Law Offices of Michael W. Stamp Re: Request to be Placed on Distribution and Notice Lists for All Water Use Credit Transfer Applications and Environmental Determinations made by MCWRA	355
V. Letter dated December 20, 2013 from LaSaundra Garcia, Resource Management Agency: Monterey County Re: Response to Public Records Request by Molly Erickson Dated December 12, 2013 ..	357
W. Letter dated November 12, 2013 from Pamela Silkwood: Horan Lloyd, A Professional Corporation Re: Public Records Act Request	361
X. Response letter dated November 22, 2013 from MCWRA to Pamela H. Silkwood Re: Public Records Act Request dated November 12, 2013	365
Y. Response letter dated December 5, 2013 from MCWRA to Pamela H. Silkwood Re: Public Records Act Request dated November 12, 2013	369

Z. Letter dated December 18, 2013 from Pamela Silkwood: Horan Lloyd, A Professional Corporation
 Re: Public Records Act Request – Response to November 22 and December 5, 2013 Letters
 373

AA. Email from Michael Weaver dated December 11, 2013 @ 8:09 AM to Laura Lawrence, Monterey County Planning Department
 Re: Public Records Request re: PLN000696 Harper Canyon (Encina Hills) Subdivision
 375

BB. Response Email dated December 13, 2013 @ 10:49 AM from MCWRA to Monterey County Planning Department 377

13. BOARD OF DIRECTORS' COMMENTS

14. ADJOURNMENT

PRESENTATIONS:

A. WATER DELIVERY OPTIONS

Mr. Howard Franklin & Mr. Chris Moss

B. THE NATURE CONSERVANCY

Ms. Jennifer Biringer

C. REPORT ON SALINAS RIVER ACTIVITIES

Agricultural Community Representative

CONSENT CALENDAR

**Purchase Orders/Contracts in Excess of \$500.00
opened for the months of November/December 2013
and credit card purchases over \$500.00 in November/December 2013**

CONSENT

Vendor Description	PO/Contract	Zone	Amount
Environmental Systems Research Institute For software maintenance for the period of 10/1/13 - 09/30/2014	PO 000005292	ADM	7,992.00
SHI International Corp Purchase of 6 Office Professional Plus 2013 Sngl Microsoft Volume 1 Licenses	PO 000005349	ADM	2,898.00
Dell Marketing LP Purchase of 1 Dell Tablet	PO 000005365	ADM	986.59
Monterey County Petroleum Blanket Purchase Order for the furnishing of oil and grease for equipment.	BPO 000006480	9	1,000.00
Delta Liquid Energy Blanket Purchase Order for purchase of liquid propane gas for the residences at Nacimiento and San Antonio Reservoirs	BPO 000006487	2/2A	3,500.00
Pacific Hydroment, LLC Provides meteorological consulting including rain forecasting, storm monitoring, and weather briefings.	DO 000006162	CW	13,890.00
CREDIT CARD PURCHASES NOVEMBER/DECEMBER 2013			
High Sierra Electronics Battery Charger for the ALERT		CW	712.00
My Chevrolet Vehicle Repairs & Maintenance		ADM	979.18
Quinn Rental Services Dump truck rental for the Rec Ditch		9	6,523.25
Industrial Machine Shop Bianco Drain slide gate crank system		SD #2	4,000.00
My Chevrolet Vehicle Repairs & Maintenance		ADM	1,225.25

**Purchase Orders/Contracts in Excess of \$500.00
 opened for the months of November/December 2013
 and credit card purchases over \$500.00 in November/December 2013**

CONSENT

Vendor Description	PO/Contract	Zone	Amount
Geotech Equipment Maintenance		CW	688.51
	Total of Purchases	18	<u>44,394.78</u>



COUNTY OF MONTEREY

PURCHASE ORDER

ORDER DATE 11-05-2013

PO 9300 0000005292

IMPORTANT

THE ABOVE NUMBER AND SHIP TO DEPARTMENT MUST APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS, TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.

<p>VENDOR</p> <p>Environmental Systems Research Institute Inc 380 New York Street Redlands CA 92373-8100</p>	<p>S H I P T O</p> <p>INFORMATION TECHNOLOGY/ WAREHOUSE 1610 C MOFFETT ST ATTN:WAREHOUSE SALINAS CA 93905</p>	<p>B I L L T O</p> <p>WATER RESOURCES P O BOX 930 SALINAS CA 93902</p>
<p>VENDOR NUMBER: CV000002676</p>		<p>DELIVERY DATE: F.O.B.:</p>

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	SALES TAX	EXTENDED PRICE
1	1.0	EA	92045	PURCH DESC: This Purchase order is issued to ESRI to provide software maintenance for the period 10/1/2013-9/30/2014 as follows: ArcGIS for Desktop Advanced Concurrent Use Primary Maintenance ArcGIS for Desktop Basic Concurrent Use Primary Maintenance Arc GIS for Desktop Basic Concurrent Use Secondary Maintenance ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance ArcGIS 3D Analyst for Desktop Concurrent Use Primary Maintenance ArcGIS for Desktop Basic Single Use Primary Maintenance ArcGIS for Desktop Basic Single Use Secondary Maintenance This Purchase order shall not exceed \$7,788 and expires 6/30/14. If the County elects to continue the services of this agreement, a new purchase order will be issued after the expiration of this purchase order.	3,000.00	240.00	3,240.00
2	1.0	EA	92045	COMM LINE DESC: ArcGIS for Desktop Advanced Concurrent Use Primary Maint EXTENDED DESC: ArcGIS for Desktop Advanced Concurrent Use Primary Maintenance MSDS: Not Required 111 - 9300 - 8267 - WRA001 - 6408 - - - - - 3240.00	700.00	56.00	756.00

THE SHADED ROWS ARE FOR MONTEREY COUNTY DEPARTMENT USE ONLY **ORDER TOTAL**

All Vendors are required to review the Monterey County general terms and conditions which apply to all contracts, purchase orders, and other electronic procurements made with the County unless otherwise noted. Said terms and conditions can be found on the County website at http://www.co.monterey.ca.us/admin/terms_conditions.htm

<p>TAX EXEMPTION INFORMATION: FEDERAL EXCISE TAX EXEMPTION NUMBER 94-6000524</p>	<p>COUNTY BUYER INFORMATION</p> <p>TELEPHONE:</p> <p>EMAIL:</p>
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AUTHORIZED BY COUNTY OF MONTEREY
DEPUTIZED PURCHASING AGENT

PRINT DATE: 01/08/14

CONTRACTS/PURCHASING DIVISION
168 W. Alisal St. 3rd Floor, Salinas, CA 93901

PAGE NUMBER: 1 OF 3



COUNTY OF MONTEREY

PURCHASE ORDER

ORDER DATE 11-05-2013

PO 9300 0000005292

IMPORTANT
 THE ABOVE NUMBER AND SHIP TO DEPARTMENT MUST
 APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS,
 TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC 380 New York Street Redlands CA 92373-8100	S H I P T O INFORMATION TECHNOLOGY/ WAREHOUSE 1610 C MOFFETT ST ATTN: WAREHOUSE SALINAS CA 93905	B I L L T O WATER RESOURCES P O BOX 930 SALINAS CA 93902
VENDOR NUMBER: CV000002676		DELIVERY DATE: F.O.B.:

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	SALES TAX	EXTENDED PRICE
				MSDS: Not Required			
			111 - 9300 - 8267 - WRA001 - 6408 -				756.00
3	4.0	EA	92045	COMM LINE DESC: Arc GIS for Desktop Basic Concurrent Use Secondary Maint EXTENDED DESC: Arc GIS for Desktop Basic Concurrent Use Secondary Maintenance	500.00	160.00	2,160.00
				MSDS: Not Required			
			111 - 9300 - 8267 - WRA001 - 6408 -				2160.00
4	1.0	EA	92045	COMM LINE DESC: ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Ma EXTENDED DESC: ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance	500.00	40.00	540.00
				MSDS: Not Required			
			111 - 9300 - 8267 - WRA001 - 6408 -				540.00
5	1.0	EA	92045	COMM LINE DESC: ArcGIS 3D Analyst for Desktop Concurrent Use Primary Mainten EXTENDED DESC: ArcGIS 3D Analyst for Desktop Concurrent Use Primary Maintenance	500.00	40.00	540.00

THE SHADED ROWS ARE FOR MONTEREY COUNTY DEPARTMENT USE ONLY **ORDER TOTAL**

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TAX EXEMPTION INFORMATION:
 FEDERAL EXCISE TAX EXEMPTION NUMBER 94-6000524

COUNTY BUYER INFORMATION
 TELEPHONE:
 EMAIL:

AUTHORIZED BY COUNTY OF MONTEREY
 DEPUTIZED PURCHASING AGENT

PRINT DATE: 01/08/14

CONTRACTS/PURCHASING DIVISION
 168 W. Alisal St. 3rd Floor, Salinas, CA 93901

PAGE NUMBER: 2 OF 3



COUNTY OF MONTEREY

PURCHASE ORDER

ORDER DATE 11-05-2013

PO 9300 0000005292

IMPORTANT

THE ABOVE NUMBER AND SHIP TO DEPARTMENT MUST APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS, TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.

VENDOR: Environmental Systems Research Institute Inc 380 New York Street Redlands CA 92373-8100	S H I P T O INFORMATION TECHNOLOGY/ WAREHOUSE 1610 C MOFFETT ST ATTN: WAREHOUSE SALINAS CA 93905	B I L L T O WATER RESOURCES P O BOX 930 SALINAS CA 93902
VENDOR NUMBER: CV000002676		DELIVERY DATE: F.O.B.:

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	SALES TAX	EXTENDED PRICE
				MSDS: Not Required			
			111 - 9300 - 8267 - WRA001 - 6408 - - - - -				540.00
6	1.0	EA	92045	COMM LINE DESC: ArcGIS for Desktop Basic Single Use Primary Maintenance EXTENDED DESC: ArcGIS for Desktop Basic Single Use Primary Maintenance	400.00	32.00	432.00
				MSDS: Not Required			
			111 - 9300 - 8267 - WRA001 - 6408 - - - - -				432.00
7	1.0	EA	92045	COMM LINE DESC: ArcGIS for Desktop Basic Single Use Secondary Maintenance EXTENDED DESC: ArcGIS for Desktop Basic Single Use Secondary Maintenance	300.00	24.00	324.00
				MSDS: Not Required			
			111 - 9300 - 8267 - WRA001 - 6408 - - - - -				324.00

THE SHADED ROWS ARE FOR MONTEREY COUNTY DEPARTMENT USE ONLY **ORDER TOTAL 7,992.00**

All Vendors are required to review the Monterey County general terms and conditions which apply to all contracts, purchase orders, and other electronic procurements made with the County unless otherwise noted. Said terms and conditions can be found on the County website at http://www.co.monterey.ca.us/admin/terms_conditions.htm

TAX EXEMPTION INFORMATION: FEDERAL EXCISE TAX EXEMPTION NUMBER 94-6000524	COUNTY BUYER INFORMATION TELEPHONE: EMAIL:
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AUTHORIZED BY COUNTY OF MONTEREY
 DEPUTIZED PURCHASING AGENT

PRINT DATE: 01/08/14

CONTRACTS/PURCHASING DIVISION
 168 W. Alisal St. 3rd Floor, Salinas, CA 93901



COUNTY OF MONTEREY

PURCHASE ORDER

ORDER DATE 11-05-2013

PO 9300 0000005349

IMPORTANT

THE ABOVE NUMBER AND SHIP TO DEPARTMENT MUST APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS, TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.

VENDOR SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET NJ 08873	S H I P T O INFORMATION TECHNOLOGY/ WAREHOUSE 1610 C MOFFETT ST ATTN: WAREHOUSE SALINAS CA 93905	B I L L T O WATER RESOURCES P O BOX 930 SALINAS CA 93902
VENDOR NUMBER: CV000000345		DELIVERY DATE: F.O.B.:

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	SALES TAX	EXTENDED PRICE
PURCH DESC: This purchase order is issued to Software House International. For the purchase of (6) Office Professional Plus 2013 Sngl Microsoft Volume License 1 License Microsoft - Part #: 79P-04712 Windows-8 Pro-Upgrade License- 1 PC-Select Plus Single Language Microsoft Part # FQC-06424 QTY (6) Per Quote # 7236460, Dated 10/25/13 By Sean Carlin. This purchase order shall not exceed \$2,898.00 and expires 06/30/2014. If the County elects to continue the services of this agreement, a new purchase order will be issued after the expiration of this purchase order.							
2	6.0	EA	20811		353.00	.00	2,118.00
COMM LINE DESC: Application Software, MicroComp MSDS: Not Required 113 - 9300 - 8267 - WRA003 - 6408 - - - - - 2118.00							
3	6.0	EA	20811		130.00	.00	780.00
COMM LINE DESC: Application Software, MicroComp MSDS: Not Required 113 - 9300 - 8267 - WRA003 - 6408 - - - - - 780.00							

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THE SHADED ROWS ARE FOR MONTEREY COUNTY DEPARTMENT USE ONLY **ORDER TOTAL 2,898.00**

All Vendors are required to review the Monterey County general terms and conditions which apply to all contracts, purchase orders, and other electronic procurements made with the County unless otherwise noted. Said terms and conditions can be found on the County website at http://www.co.monterey.ca.us/admin/terms_conditions.htm

TAX EXEMPTION INFORMATION:
 FEDERAL EXCISE TAX EXEMPTION NUMBER 94-6000524

COUNTY BUYER INFORMATION TELEPHONE:
 EMAIL:

AUTHORIZED BY COUNTY OF MONTEREY
 DEPUTIZED PURCHASING AGENT

PRINT DATE: 01/08/14

CONTRACTS/PURCHASING DIVISION
 168 W. Alisal St. 3rd Floor, Salinas, CA 93901

PAGE NUMBER: 1 OF 1



COUNTY OF MONTEREY

PURCHASE ORDER

ORDER DATE 11-05-2013

PO 9300 0000005365

IMPORTANT

THE ABOVE NUMBER AND SHIP TO DEPARTMENT MUST APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS, TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.

VENDOR DELL MARKETING LP c/o Dell USA LP PO Box 910916 Pasadena CA 91110-0916	SHIP TO INFORMATION TECHNOLOGY/ WAREHOUSE 1610 C MOFFETT ST ATTN: WAREHOUSE SALINAS CA 93905	BILL TO WATER RESOURCES P O BOX 930 SALINAS CA 93902
VENDOR NUMBER: CV000001398		DELIVERY DATE: F.O.B.:

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	SALES TAX	EXTENDED PRICE
PURCH DESC: Purchase of 1 (one) Dell Tablet. This purchase order shall not exceed \$986.59 and expires 06/30/2014 quote # 665702871 dtd 10/15/13 attached							
1	1.0	EA	20454		304.94	.00	304.94
COMM LINE DESC: Dell Latitude 10 per quote 665702871 (Non Taxable) MSDS: Not Required 111 - 9300 - 8267 - WRA001 - 6407 - - - - - 304.94							
2	1.0	EA	20468		61.19	4.90	66.09
COMM LINE DESC: Targus Keyboard EXTENDED DESC: Targus Keyboard Work-In Case for Dell Latitude 10 MSDS: Not Required 111 - 9300 - 8267 - WRA001 - 6407 - - - - - 66.09							
3	1.0	EA	20468		85.43	6.83	92.26
COMM LINE DESC: Logitech Wireless Desktop MK710 EXTENDED DESC: Logitech Wireless Desktop MK710 MSDS: Not Required							
ORDER TOTAL							

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THE SHADED ROWS ARE FOR MONTEREY COUNTY DEPARTMENT USE ONLY

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TAX EXEMPTION INFORMATION:
 FEDERAL EXCISE TAX EXEMPTION NUMBER 94-6000524

COUNTY BUYER INFORMATION TELEPHONE:
 EMAIL:

AUTHORIZED BY COUNTY OF MONTEREY
 DEPUTIZED PURCHASING AGENT

PRINT DATE: 01/08/14

CONTRACTS/PURCHASING DIVISION
 168 W. Alisal St. 3rd Floor, Salinas, CA 93901

PAGE NUMBER: 1 OF 3



COUNTY OF MONTEREY

PURCHASE ORDER

ORDER DATE 11-05-2013

PO 9300 0000005365

IMPORTANT

THE ABOVE NUMBER AND SHIP TO DEPARTMENT MUST APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS, TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.

R O D Z M V DELL MARKETING LP c/o Dell USA LP PO Box 910916 Pasadena CA 91110-0916	S H I P T O INFORMATION TECHNOLOGY/ WAREHOUSE 1610 C MOFFETT ST ATTN:WAREHOUSE SALINAS CA 93905	B I L L T O WATER RESOURCES P O BOX 930 SALINAS CA 93902
VENDOR NUMBER: CV000001398	DELIVERY DATE:	F.O.B.:

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	SALES TAX	EXTENDED PRICE
			111 - 9300 - 8267 - WRA001 - 6407 -		92.26		
4	1.0	EA	20468	COMM LINE DESC: Stylus for Latitude 10 EXTENDED DESC: Stylus for Latitude 10 MSDS: Not Required	43.61	3.49	47.10
			111 - 9300 - 8267 - WRA001 - 6407 -		47.10		
5	1.0	EA	20468	COMM LINE DESC: 4-Cell Lithium Ion battery EXTENDED DESC: 4-Cell Lithium Ion battery MSDS: Not Required	71.19	5.70	76.89
			111 - 9300 - 8267 - WRA001 - 6407 -		76.89		
6	1.0	EA	20468	COMM LINE DESC: Griffin Survivor for Dell Latitude 10 - Black EXTENDED DESC: Griffin Survivor for Dell Latitude 10 - Black MSDS: Not Required	50.59	4.05	54.64

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 THE SHADED ROWS ARE FOR MONTEREY COUNTY DEPARTMENT USE ONLY
ORDER TOTAL

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 TAX EXEMPTION INFORMATION:
 FEDERAL EXCISE TAX EXEMPTION NUMBER 94-6000524

COUNTY BUYER INFORMATION

TELEPHONE:

EMAIL:

 AUTHORIZED BY COUNTY OF MONTEREY
 DEPUTIZED PURCHASING AGENT

PRINT DATE: 01/08/14

 CONTRACTS/PURCHASING DIVISION
 168 W. Alisal St. 3rd Floor, Salinas, CA 93901

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COUNTY OF MONTEREY

PURCHASE ORDER

ORDER DATE 11-26-2013

BPO 9300 000006480

IMPORTANT
 THE ABOVE NUMBER AND SHIP TO DEPARTMENT MUST APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS, TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.

MONTEREY COUNTY PETROLEUM P O Box 808 Salinas CA 93902	S H I P T O WATER RESOURCES AGENCY C/O PUBLIC WORKS 855 E LAUREL DR BLDG A SALINAS CA 93905	B I L L T O WATER RESOURCES P O BOX 930 SALINAS CA 93902
VENDOR NUMBER: CV000002375		DELIVERY DATE: F.O.B.:

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	SALES TAX	EXTENDED PRICE
1	0.0		40509	PURCH DESC: BLANKET ORDER FOR FURNISHING OF: OIL & GREASE FOR EQUIPMENT & DRUM OIL FOR THE HYDRO PLANT This purchase order shall not exceed \$3000.00 and expires 06/30/2013. If the County elects to continue the services of this agreement, a new purchase order will be issued after the expiration of this purchase order.	.00	.00	500.00
				COMM LINE DESC: Fuel Oil, Diesel (Use 405-02 for Biodiesel) MSDS: Not Required 122 - 9300 - 8267 - WRA012 - 6311 - - - - - 500.00			
2	0.0		40509	COMM LINE DESC: Fuel Oil, Diesel (Use 405-02 for Biodiesel) MSDS: Not Required 130 - 9300 - 8267 - WRA022 - 6321 - - - - - 500.00	.00	.00	500.00

P 12

THE SHADED ROWS ARE FOR MONTEREY COUNTY DEPARTMENT USE ONLY **ORDER TOTAL 1,000.00**

All Vendors are required to review the Monterey County general terms and conditions which apply to all contracts, purchase orders, and other electronic procurements made with the County unless otherwise noted. Said terms and conditions can be found on the County website at http://www.co.monterey.ca.us/admin/terms_conditions.htm

TAX EXEMPTION INFORMATION:
 FEDERAL EXCISE TAX EXEMPTION NUMBER 94-6000524

COUNTY BUYER INFORMATION TELEPHONE:
 EMAIL:

AUTHORIZED BY COUNTY OF MONTEREY
 DEPUTIZED PURCHASING AGENT

PRINT DATE: 01/08/14

CONTRACTS/PURCHASING DIVISION
 168 W. Alisal St. 3rd Floor, Salinas, CA 93901

PAGE NUMBER: 1 OF 1



COUNTY OF MONTEREY

PURCHASE ORDER

ORDER DATE 12-18-2013

BPO 9300 0000006487

IMPORTANT

THE ABOVE NUMBER AND SHIP TO DEPARTMENT MUST APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS, TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.

RODZM< SAN LUIS BUTANE DISTRIBUTORS DELTA LIQUID ENERGY P O BOX 3068 PASO ROBLES CA 93447	S H I P T O WATER RESOURCES AGENCY DISTRICT HOUSE SAN ANTONIO DAM BRADLEY CA 93426	B I L L T O WATER RESOURCES P O BOX 930 SALINAS CA 93902
VENDOR NUMBER: CV000002630		DELIVERY DATE: F.O.B.:

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	SALES TAX	EXTENDED PRICE
1	0.0		40503	PURCH DESC: BLANKET ORDER FOR THE PURCHASE OF LIQUID PROPANE GAS DELIVERED TO THE RESIDENCE AT 10690 NACIMIENTO LAKE DRIVE (NACIMIENTO DAM) AND TO THE RESIDENCE AT 61201 VISTA DRIVE (SAN ANTONIO DAM) PROPANE COST OF REFINERY PRICE PLUS \$0.40/GAL DETERMINED AT THE TIME OF DELIVERY. This purchase order shall not exceed \$3500.00 and expires 06/30/2014. If the County elects to continue the services of this agreement, a new purchase order will be issued after the expiration of this purchase order. COMM LINE DESC: Butane & Propane (Incl Liquefied Petroleum Gas) MSDS: Not Required 116 - 9300 - 8267 - WRA006 - 6881 - - - 2COPTN - 2COPTN - - - 3500.00	.00	.00	3,500.00

P13

THE SHADED ROWS ARE FOR MONTEREY COUNTY DEPARTMENT USE ONLY

ORDER TOTAL **3,500.00**

All Vendors are required to review the Monterey County general terms and conditions which apply to all contracts, purchase orders, and other electronic procurements made with the County unless otherwise noted. Said terms and conditions can be found on the County website at http://www.co.monterey.ca.us/admin/terms_conditions.htm

TAX EXEMPTION INFORMATION: FEDERAL EXCISE TAX EXEMPTION NUMBER 94-6000524	COUNTY BUYER INFORMATION TELEPHONE: EMAIL:
---	---

AUTHORIZED BY COUNTY OF MONTEREY
DEPUTIZED PURCHASING AGENT

PRINT DATE: 01/08/14

CONTRACTS/PURCHASING DIVISION
168 W. Alisal St. 3rd Floor, Salinas, CA 93901

PAGE NUMBER: 1 OF 1



COUNTY OF MONTEREY

PURCHASE ORDER

ORDER DATE 12-10-2013

DO 9300 0000006162

IMPORTANT
 THE ABOVE NUMBER AND SHIP TO DEPARTMENT MUST APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS, TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.

VENDOR Pacific HydroMet, LLC 7350 Arrowhead Dr. Prunedale CA 93907	S H I P T O	B I L L T O
VENDOR NUMBER: VS0000001137		DELIVERY DATE: F.O.B.:

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	SALES TAX	EXTENDED PRICE
1	0.0		96188	PURCH DESC: Provides meteorological consulting; including rain and temperature forecasting, storm monitoring, and weather briefings for Agency winter flood monitoring and other operations as defined in Exhibit A, Scope of Work. COMM LINE DESC: Winter Outlook MSDS: Not Required 113 - 9300 - 8267 - WRA003 - 6613 - - - - - 780.00	.00	.00	780.00
2	0.0		96188	COMM LINE DESC: 3 Mo. Outlook - December MSDS: Not Required 113 - 9300 - 8267 - WRA003 - 6613 - - - - - 470.00	.00	.00	470.00
3	0.0		96188	COMM LINE DESC: 3 Mo. Outlook - January MSDS: Not Required 113 - 9300 - 8267 - WRA003 - 6613 - - - - - 470.00	.00	.00	470.00
4	0.0		96188	COMM LINE DESC: 3 Mo. Outlook - February	.00	.00	470.00

THE SHADED ROWS ARE FOR MONTEREY COUNTY DEPARTMENT USE ONLY **ORDER TOTAL**

All Vendors are required to review the Monterey County general terms and conditions which apply to all contracts, purchase orders, and other electronic procurements made with the County unless otherwise noted. Said terms and conditions can be found on the County website at http://www.co.monterey.ca.us/admin/terms_conditions.htm

TAX EXEMPTION INFORMATION:
 FEDERAL EXCISE TAX EXEMPTION NUMBER 94-6000524

COUNTY BUYER INFORMATION TELEPHONE:
 EMAIL:

AUTHORIZED BY COUNTY OF MONTEREY
 DEPUTIZED PURCHASING AGENT

PRINT DATE: 01/08/14

CONTRACTS/PURCHASING DIVISION
 168 W. Alisal St. 3rd Floor, Salinas, CA 93901

P24



COUNTY OF MONTEREY

PURCHASE ORDER

ORDER DATE 12-10-2013

DO 9300 0000006162

IMPORTANT

THE ABOVE NUMBER AND SHIP TO DEPARTMENT MUST APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS, TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.

RODZEM Pacific HydroMet, LLC 7350 Arrowhead Dr. Prunedale CA 93907	S H I P T O	B I L L T O
VENDOR NUMBER: VS0000001137		DELIVERY DATE: F.O.B.:

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	SALES TAX	EXTENDED PRICE
				MSDS: Not Required			
			113 - 9300 - 8267 - WRA003 - 6613 -				470.00
5	0.0		96188		.00	.00	5,460.00
				COMM LINE DESC: 15 day Rainfall Outlook (Oct - April)			
				MSDS: Not Required			
			113 - 9300 - 8267 - WRA003 - 6613 -				5460.00
6	0.0		96188		.00	.00	6,240.00
				COMM LINE DESC: Contingency Storm Monitoring			
				MSDS: Not Required			
			113 - 9300 - 8267 - WRA003 - 6613 -				6240.00

p25

THE SHADED ROWS ARE FOR MONTEREY COUNTY DEPARTMENT USE ONLY **ORDER TOTAL 13,890.00**

All Vendors are required to review the Monterey County general terms and conditions which apply to all contracts, purchase orders, and other electronic procurements made with the County unless otherwise noted. Said terms and conditions can be found on the County website at http://www.co.monterey.ca.us/admin/terms_conditions.htm

TAX EXEMPTION INFORMATION:
 FEDERAL EXCISE TAX EXEMPTION NUMBER 94-6000524

COUNTY BUYER INFORMATION
 TELEPHONE:
 EMAIL:

AUTHORIZED BY COUNTY OF MONTEREY
 DEPUTIZED PURCHASING AGENT



HIGH SIERRA ELECTRONICS
 155 SPRING HILL DRIVE, SUITE 108
 GRASS VALLEY, CA 95945-5936
 FED ID #94-3303898
 PH (530) 273-2080 FX (530) 273-2089

Invoice

DATE	INVOICE #
11/6/2013	14619

BILL TO:

County of Monterey
 Water Resources Agency
 Mr. Jason Demers
 893 Blanco Circle
 Salinas, CA 93901-4455

SHIP TO:

County of Monterey
 Water Resources Agency
 893 Blanco Circle
 Salinas, CA 93901-4455
 Attn: Jason Demers

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
Verbal	Credit Card	JP	11/6/2013	UPS Gnd	Grass Valley	31104
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT

Credit Card
 Jason Demers

Re: HSE Quotation #131122

1	5605-00	Battery Charger/Discharger, Maintenance System for 12Vdc Batteries, 2.3 to 40 Amp Hour Capacity. S/N: 36882.	650.00	650.00
	Shipping	Freight Charges	10.00	10.00
		State Sales Tax	8.00%	52.00



Visit us @ www.highsierraelectronics.com

TOTAL \$712.00

STATEMENT

MY CHEVROLET
 444 Auto Center Circle #A
 Salinas, CA 93907
 831.444.4000
 www.mycars.com

MY CHEVROLET
 444 AUTO CENTER CIRCLE #A
 SALINAS, CA 93907

ACCOUNT NUMBER **220-49886**
 STATEMENT DATE **31 OCT 2013**
 AMOUNT DUE *******\$979.18**
 AMOUNT ENCLOSED _____

MONTEREY COUNTY WATER RESOURCE
 893 BLANCO CIRCLE
 SALINAS, CA 93901

831-755-4880 831-808-6412
 PLEASE RETURN THIS STUB WITH YOUR CHECK

DATE	SOURCE	REFERENCE	CHARGES	CREDITS	BALANCE
**** IF YOU NEED COPIES OF INVOICES PLEASE CONTACT KARLA DURAN **** **** AT 831-444-4065 OR EMAIL KDURAN@MYCARS.COM ****					
				PREVIOUS BALANCE	\$5,231.57
				-5231.57	
10-09	5	18831			
10-24	3	CVCS886005	71.78		
10-24	3	CVCS886046	71.78		
10-28	3	CVCS886166	264.68		
10-28	3	CVCS886187	498.18		
10-30	3	CVCS886082	71.78		

RECEIVED
 10/05/2013
 WATER RESOURCES
 AGENCY

FINANCE CHARGE is computed by a "periodic rate" of 1 1/4% per month (ANNUAL PERCENTAGE RATE - 15%) on past due balances.
 NOTICE: See reverse side for important information regarding identification of the charges appearing on this statement and important information regarding your right to dispute billing errors.

CLOSING DATE 10/31/13

CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS	OVER 120 DAYS	PAY THIS AMOUNT
979.18	0.00	0.00	0.00	0.00	*****\$979.18
SEND INQUIRIES TO: MY CHEVROLET 444 Auto Center Circle #A • Salinas, CA 93907 831.444.4000 • www.mycars.com					all to balance
STATEMENT DATE					
31 OCT 2013					



1300 ABBOTT, SALINAS, CA 93901
SALINAS 831-758-8800

Rental Invoice

Invoice W8619202

Invoice Amount: \$8,623.25
 Invoice Date: 11/08/2013
 Date Out: 09/19/2013 Thu 08:00 AM
 Billed From: 10/17/2013 Thu 08:00 AM
 Date In: 11/08/2013 Fri 11:56 AM

Jobsite: UPPER MERRIT REC DITCH
 Contact: BRENT OGDEN
 Phone: 831-228-0855
 893 BLANCO CIR
 SALINAS, CA
 93901-4455

Bill to: Customer: 439701
 MONTEREY CO WATER RES AGC
 893 BLANCO CIR
 SALINAS, CA 93901-4455

Signed By: ISB
 Order By: BRENT OGDEN

Written By: STEVENBURY
 Sales Rep: ARMANDO SANCHEZ
 PO #:

QTY	DESCRIPTION	DAY	WEEK	4WEEK	TOTALS
-----	-------------	-----	------	-------	--------

Rental Items

1	ID NO: 260882 SERIAL NO: 2NKMLD9X46M113816 10-12 YD DUMP TRUCK - T300/14 YD	\$450	\$1,775	\$5,300	5,300.00
---	--	-------	---------	---------	----------

HRS OUT: 44584.6 CURRENT SMU: 45812.0 Total: 102

Rental Subtotal: 5,300.00

Miscellaneous Items

1	DAMAGE WAIVER				742.00
1	ENV REC FEE (T)				53.00

STATE 7.5% CITY 0.5% TOTAL TAX: 8%

428.25

Payments

10/18/2013	Visa	*****5959	082277		-6,523.25
11/08/2013	Visa	*****5859	060766		-6,523.25

Please Remit Payment To:

Invoice Total 6,523.25

Quinn Rental Services
 P O Box 849665
 Los Angeles, CA 90084-9665

TERMS ARE CASH UNLESS CREDIT IS APPROVED. With CREDIT APPROVAL, terms are: Net by the 15th of the month following purchase. A FINANCE CHARGE of 1-1/2% per month (18% PER ANNUM) will be charged on the past due balance. The past due balance represents all charges remaining unpaid on the closing date of the month following invoice date. In the event of default in the payment of any amount due, and if the account is placed in the hands of any agency or attorney for collection or legal action, the purchaser agrees to pay finance charges and charges equal to the cost of collection (as permitted by laws governing these transactions). Acceptance by customer of the parts, service or equipment listed above is the customer's agreement to be bound by the credit and collection terms set forth above.

CUSTOMER SIGNATURE _____ DATE _____ PRINTED NAME _____

Industrial Machine Shop

Invoice

805 Vertin Ave.
Salinas, CA 93901

P.O. Box 5367
Salinas, CA 93905

Phone: (831) 424-3471 Fax: (831) 424-0993
E-Mail: imssalinas@yahoo.com

Date	Invoice #
12/9/2013	8057

Bill To
Monterey County Water Resources Agency P.O. Box 930 Salinas Ca 93902

Ship To

P.O. Number	Terms	Quote#	Ship Date	Rep	Project#	Authorized by:
				IMS		

Qty	Item Code	Description	Amount
	Repairs	Go inspect water gate & crank system. Very dangerous to get in a position to check. Extend unit up to safety deck already in place, approximately 16' away.	6,600.00
	Material Sales	Bearings	445.20T
	Material Sales	All miscellaneous steel material, anchors, nuts, bolts, washers, paint	200.00T
	Material Sales	20' of 1-1/4" CR	107.80T
	Material Sales	24" 4 spoke wheel	252.00T
		Sales Tax	80.40
<p><i>Down Payment</i> <i>\$4000 pd.</i></p> <p><i>Bal due</i> <i>\$3685.40</i></p>			

All accounts are due and payable the 10th of the month following date purchased.
FINANCE CHARGES added at rate of 1 1/2% per month; minimum charge \$1.00.
ANNUAL PERCENTAGE RATE OF 18% on all past due balances.

Total	\$7,685.40
--------------	------------

STATEMENT

MY CHEVROLET

444 Auto Center Circle #A
 Salinas, CA 93907
 831.444.4000
www.mycars.com

MY CHEVROLET
 444 AUTO CENTER CIRCLE #A
 SALINAS, CA 93907

ACCOUNT NUMBER **220-49866**
 STATEMENT DATE **30 NOV 2013**
 AMOUNT DUE *******\$1225.25**
 AMOUNT ENCLOSED _____

MONTEREY COUNTY WATER RESOURCE
 893 BLANCO CIRCLE
 SALINAS, CA 93901

831-755-4860 831-809-6412

PLEASE RETURN THIS STUB WITH YOUR CHECK

DATE	SOURCE	REFERENCE	CHARGES	CREDITS	BALANCE
------	--------	-----------	---------	---------	---------

**** IF YOU NEED COPIES OF INVOICES PLEASE CONTACT KARLA DURAN @ ****
 **** 831-444-4065 OR EMAIL KDURAN@MYCARS.COM ****

				PREVIOUS BALANCE	\$979.18
11-07	3	CVCS96528	120.69		
11-07	5	16766		-979.18	
11-08	3	CVCS96619	774.13		
11-15	3	CVCS96804	90.21		
11-22	3	CVCS96802	90.21		
11-25	3	CVCS97191	150.01		

RECEIVED
 DEC 06 2013
 WATER RESOURCES
 AGENCY

FINANCE CHARGE is computed by a "periodic rate" of 1 1/2% per month (ANNUAL PERCENTAGE RATE - 18%) on past due balances.
 NOTICE: See reverse side for important information regarding identification of the charges appearing on this statement and important information regarding your right to dispute billing errors.

CLOSING DATE 11/30/13

CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS	OVER 120 DAYS	PAY THIS AMOUNT
1225.25	0.00	0.00	0.00	0.00	*****\$1225.25

SEND
 INQUIRIES TO:

MY CHEVROLET
 444 Auto Center Circle #A • Salinas, CA 93907
 831.444.4000 • www.mycars.com

ACCOUNT NUMBER	220-49866	NEW BALANCE
STATEMENT DATE	30 NOV 2013	



Geotech Environmental Equipment, Inc.
 2650 East 40th Avenue
 Denver, CO 80205
 Phone 303.320.4764 FAX 303.322.7242
 sales@geotechenv.com www.geotechenv.com
 Federal ID# 84-0753199

Invoice Reprint

Invoice No: 415887
 Invoice Date: 12/20/2013
 Order No: 00105393
 Customer No: 000006604849
 Salesperson No: 010 GREG WOOLDRIDGE
 Account Terms: 1%-10/NET30
 Payment Method: CC
 Purchase Ord No:
 Placed By: Tamara Voss

Bill To: **MONTEREY COUNTY-WATER RESOURCES DEP'**
 ATTN: A.P. *
 BOX 930
 SALINAS, CA 93902
 UNITED STATES OF AMERICA

Ship To: **MONTEREY COUNTY-WATER RESOURCES DEPT**
 ATTN: TAMARA VOSS
 893 BLANCO CIRCLE
 SALINAS, CA 93902
 UNITED STATES OF AMERICA

Phone No: (831) 647-7600 Ext No:

Shipping Date	Ship Via	Bill Frt Carrier #	Location
12/03/2013	UPS GROUND		NCA

Line No.	Item No.	Description	Quantity			Unit Price	Amount
			Required	Shipped	B.O.		
1	11200029	HOUSING,PUMP,RF2	1	1		\$162.00	\$162.00
2	11200012	KIT,PUMP END SERVICE,RF2 125061,COMPLETE IMPELLER STACK	1	1		\$303.00	\$303.00
3	11200014	KIT,TERMINATION,MOTOR LEAD,RF2 001A5094	1	1		\$64.80	\$64.80
4	11200025	KIT,MOTOR THRUST WASHER,RF2 (4)IN KIT,1A00128	1	1		\$47.00	\$47.00
5	R232	LABOR,MISC	1	1		\$75.00	\$75.00
6	*SVC-APPROVED	SERVICE HAS BEEN APPROVED REDIFLO PUMP SYSTEM	1	1		\$0.00	\$0.00

Your Visa card ending in *-0055, expiring 10/16 was charged.
 Authorization Number: 033718

If you have questions, please contact GREG WOOLDRIDGE at the above number.

Sale Amount	\$651.80
Shipping/Handling:	\$ 36.71
Sales Tax 0.00	\$0.00
Invoice Amount	\$688.51
Payment Applied	\$688.51
Amount Due	\$0.00

**MONTEREY COUNTY WATER RESOURCES AGENCY
BOARD OF DIRECTORS**

MEETING DATE:	January 27, 2014	AGENDA ITEM:	
AGENDA TITLE:	Receive report on Salinas Valley Water Conditions for the First Quarter of Water Year 2013-2014.		
Consent (X)		Action ()	
Information ()			
SUBMITTED BY:	Robert Johnson	PREPARED BY:	Peter Kwiek, Lucas Lippert
PHONE:	(831) 755-4860	PHONE:	(831) 755-4860
DEADLINE FOR BOARD ACTION:	January 27, 2014		

RECOMMENDED BOARD ACTION:

Receive report on Salinas Valley water conditions for the first quarter of Water Year 2013-2014.

PRIOR RELEVANT BOARD ACTION:

A report was last presented to the Board on October 28, 2013, covering the fourth quarter of Water Year 2012-2013.

DISCUSSION/ANALYSIS:

This report covers the first quarter of Water Year 2013-2014 (WY14), October through December 2013. It provides a brief overview of water conditions in the Salinas Valley with discussion on precipitation, reservoir storage, and ground water level trends. Data for each of these components are included as graphs and tables in Attachments A through I.

Precipitation – The first quarter of Water Year 2014 brought below average rainfall to Salinas and King City. Cumulative totals for the quarter were 0.83 inches (21% of normal rainfall for the quarter) at the Salinas Airport, and 0.49 inches (13% of normal rainfall for the quarter) in King City.

The quarter started out dry, with below average rainfall for the month of October. In Salinas, 0.15 inches of rain were measured, compared to a 30-year monthly average of 0.58 inches. In King City, 0.06 inches of rain were measured, compared to a 30-year monthly average of 0.63 inches.

November was also dry. In Salinas, 0.47 inches of rain were measured, compared to a 30-year monthly average of 1.39 inches. Similarly, in King City, 0.24 inches of rain were measured, compared to a 30-year monthly average of 1.13 inches.

In December, rainfall was again far below average. In Salinas, 0.21 inches of rain fell, compared to a 30-year monthly average of 1.93 inches. In King City, 0.19 inches of rain were measured, compared to a 30-year monthly average of 1.95 inches.

Attachment A contains graphs showing cumulative monthly precipitation data for both stations. For comparison, data for the current year is plotted alongside 30-year monthly averages.

Rainfall data for Salinas and King City should be considered preliminary until verified by National Weather Service data at a later date.

Reservoirs - The following table compares first quarter storage at Nacimiento and San Antonio reservoirs for the past two years. Storage in Nacimiento Reservoir is 87,117 acre-feet less than in December 2012, while storage in San Antonio Reservoir is 165,233 acre-feet less.

Reservoir	December 31, 2013 (WY14) Storage in acre-feet	December 31, 2012 (WY13) Storage in acre-feet	Difference in acre-feet
Nacimiento	86,638	173,755	-87,117
San Antonio	16,390	181,623	-165,233

Graphs for each reservoir showing end-of-month storage for the last ten years are included as Attachments B and C.

Ground Water Levels – More than 80 wells are measured monthly throughout the Salinas Valley to monitor seasonal ground water level fluctuations. Data from approximately 50 of these wells is used in the preparation of this report. The measurements are categorized by hydrologic subarea, averaged, and graphed to compare current water levels with selected past conditions. Graphs for individual subareas, showing the current year’s water level conditions (WY14), last year’s conditions (WY13), dry conditions (WY91), and near-normal conditions (WY85), are found in Attachments D through H. Attachment I contains a summary of water level changes for all subareas.

Monthly ground water level measurements indicate that water levels in all hydrologic subareas increased during the first quarter of WY14. Between November and December, average groundwater levels increased by one foot in the Pressure 180-Foot Aquifer, Forebay Subarea and Upper Valley Subarea. In the East Side Subarea, average groundwater level rose two feet, while in the Pressure 400-Foot Aquifer, the average groundwater level remained static.

Changes in year-end water levels, from 2012 to 2013, varied by subarea. Compared to December 2012, the average groundwater level was down five feet in the Pressure 180-Foot Aquifer and Pressure 400-Foot Aquifer, four feet in the Forebay Subarea, and one foot in the Upper Valley Subarea. In the East Side Subarea, the average groundwater level was nine feet lower than in December 2012.

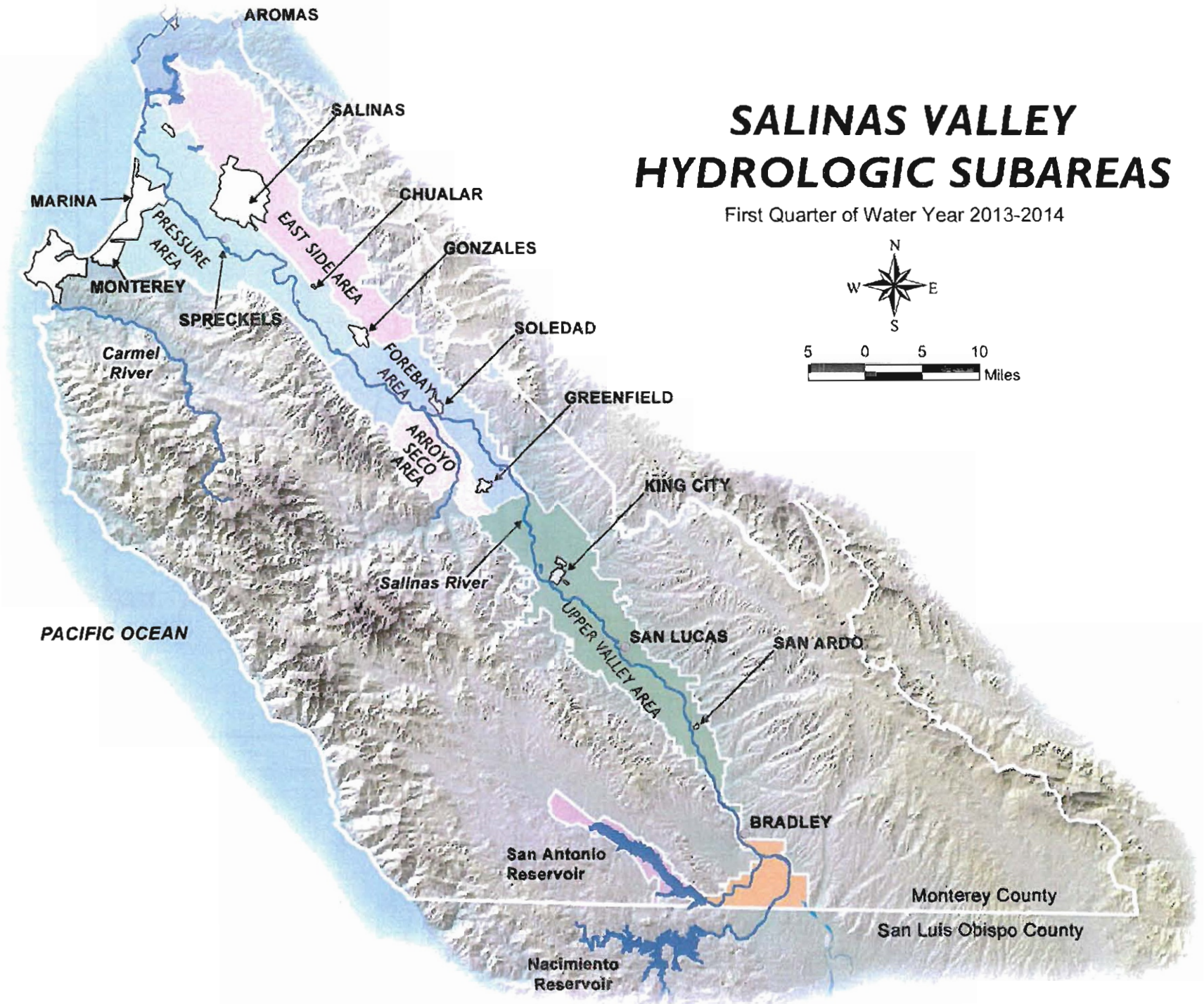
When compared to Water Year 1985, which is considered to be a year of near-normal ground water conditions, average ground water levels are down by 25 feet in the East Side Subarea, 14 feet in the Pressure 180-Foot Aquifer, 11 feet in the Pressure 400-Foot Aquifer, seven feet in the Forebay Subarea, and three feet in the Upper Valley Subarea.

Average ground water levels for the first quarter of WY14 remain above WY91 values in all of the hydrologic subareas.

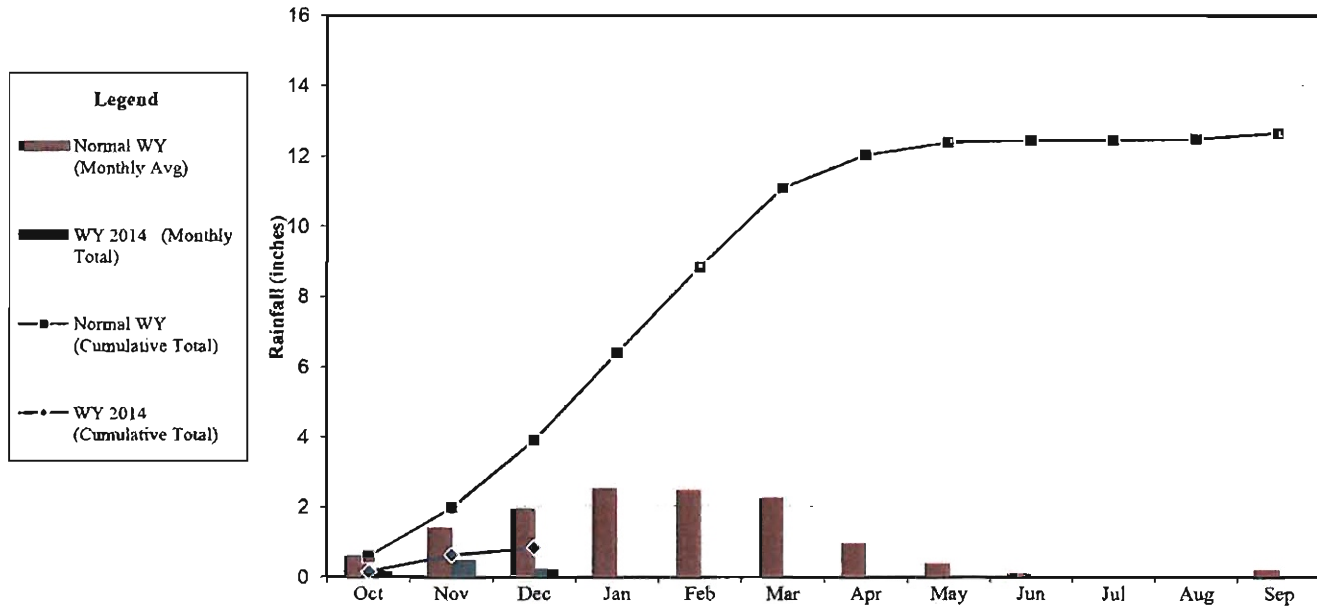
FINANCIAL IMPACT:	YES () NO (X)
FUNDING SOURCE:	
COMMITTEE REVIEW AND RECOMMENDATION:	None
ATTACHMENTS:	<ol style="list-style-type: none"> 1. Salinas Valley Hydrologic Subareas Map 2. Salinas and King City Precipitation Graphs, Attachment A 3. Nacimiento and San Antonio Reservoir Graphs, Attachments B and C. 4. Salinas Valley Monthly Water Level Graphs for Each Subarea, Attachments D through H 5. Generalized Ground Water Trends, Attachment I.
APPROVED:	<p><i>David E. Chardavoyne</i> <i>1/23/14</i></p> <p>General Manager Date</p>

SALINAS VALLEY HYDROLOGIC SUBAREAS

First Quarter of Water Year 2013-2014

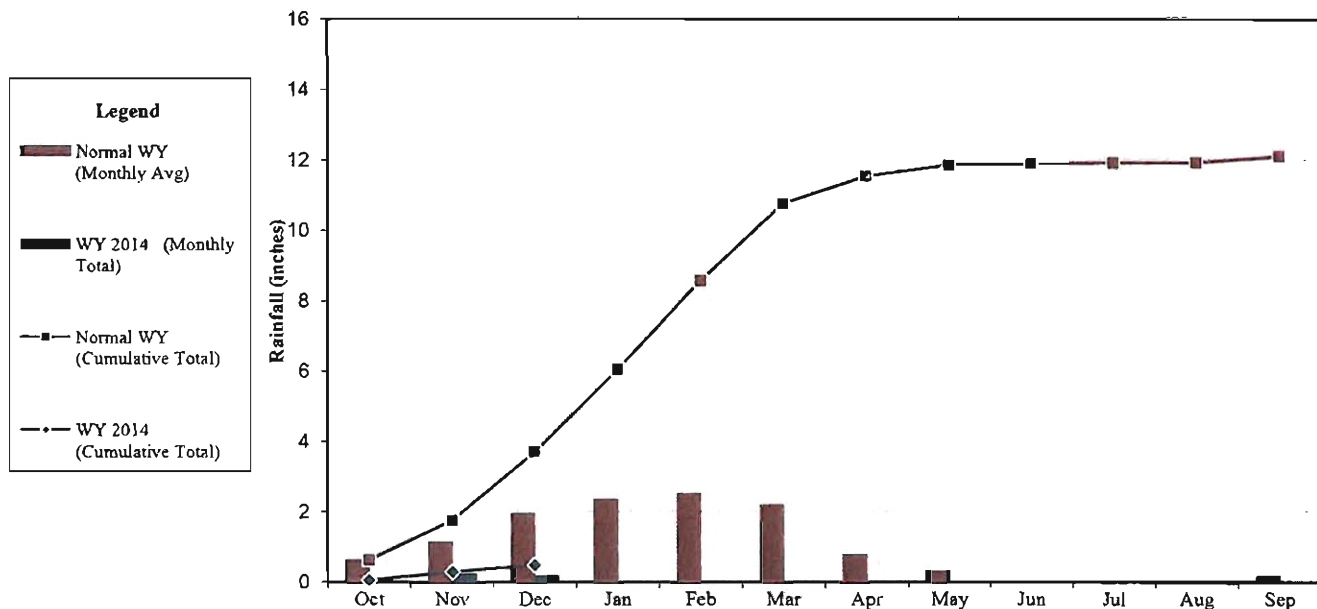


Salinas Airport Rainfall Water Year 2014



Monthly Rainfall (WY 2014)	0.15	0.47	0.21									
Monthly Rainfall (Normal WY*)	0.58	1.39	1.93	2.49	2.45	2.25	0.93	0.36	0.07	0.00	0.03	0.17
Percent of Normal for Month	26%	34%	11%									
Cumulative Rainfall (WY 2014)	0.15	0.62	0.83									
Cumulative Rainfall (Normal WY*)	0.58	1.97	3.90	6.39	8.84	11.09	12.02	12.38	12.45	12.45	12.48	12.65
Cumulative Percent of Normal	26%	31%	21%									

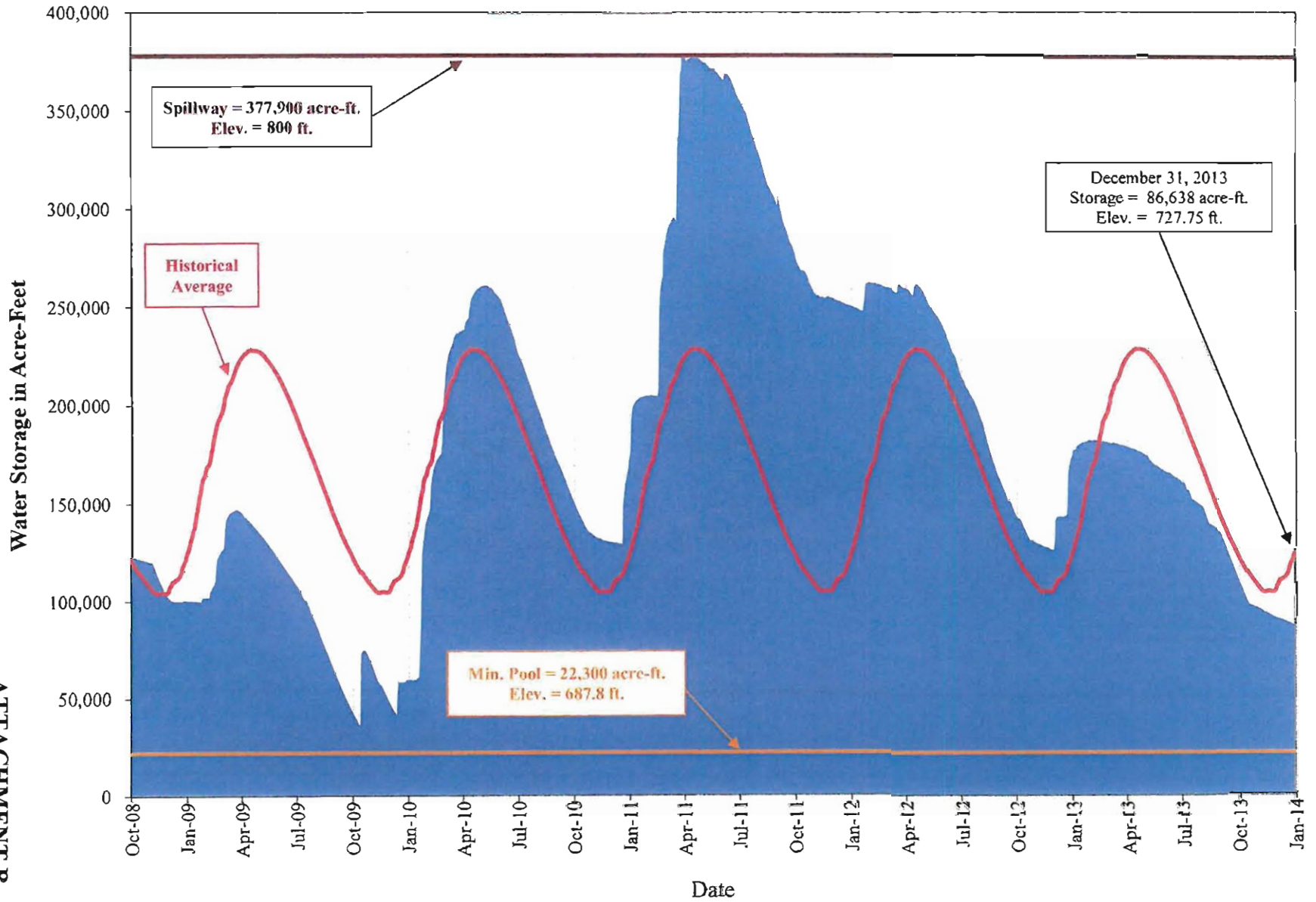
King City Rainfall Water Year 2014



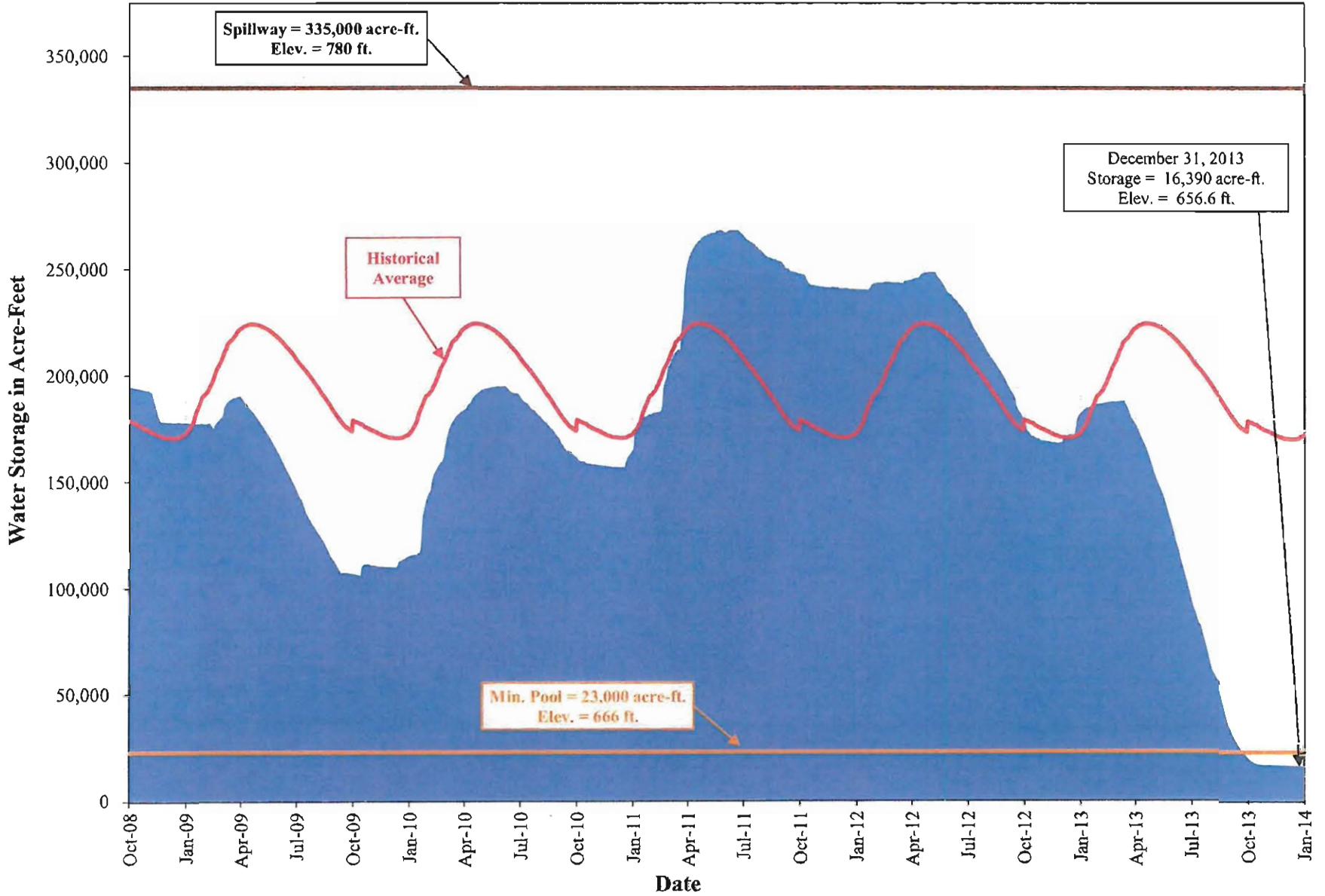
Monthly Rainfall (WY 2014)	0.06	0.24	0.19									
Monthly Rainfall (Normal WY*)	0.63	1.13	1.95	2.34	2.51	2.20	0.78	0.31	0.05	0.01	0.01	0.18
Percent of Normal for Month	10%	21%	10%									
Cumulative Rainfall (WY 2014)	0.06	0.30	0.49									
Cumulative Rainfall (Normal WY*)	0.63	1.76	3.71	6.05	8.56	10.76	11.54	11.85	11.90	11.91	11.92	12.10
Cumulative Percent of Normal	10%	17%	13%									

*Average precipitation over the most recent 30-year period ending in a decade (1981-2010)

NACIMIENTO RESERVOIR DAILY STORAGE



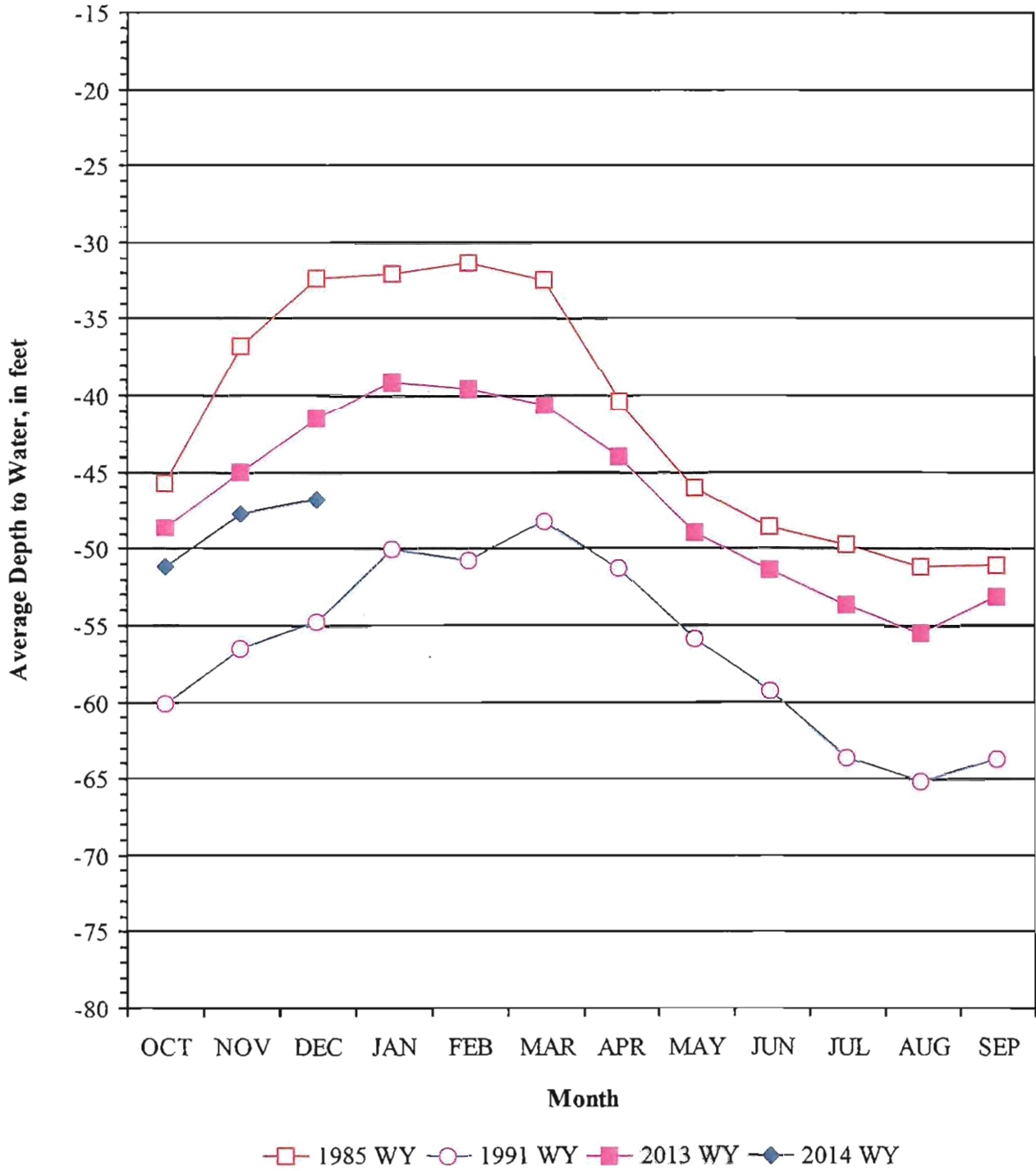
SAN ANTONIO RESERVOIR DAILY STORAGE



HISTORIC GROUND WATER TRENDS

PRESSURE 180-FOOT AQUIFER

5 Wells

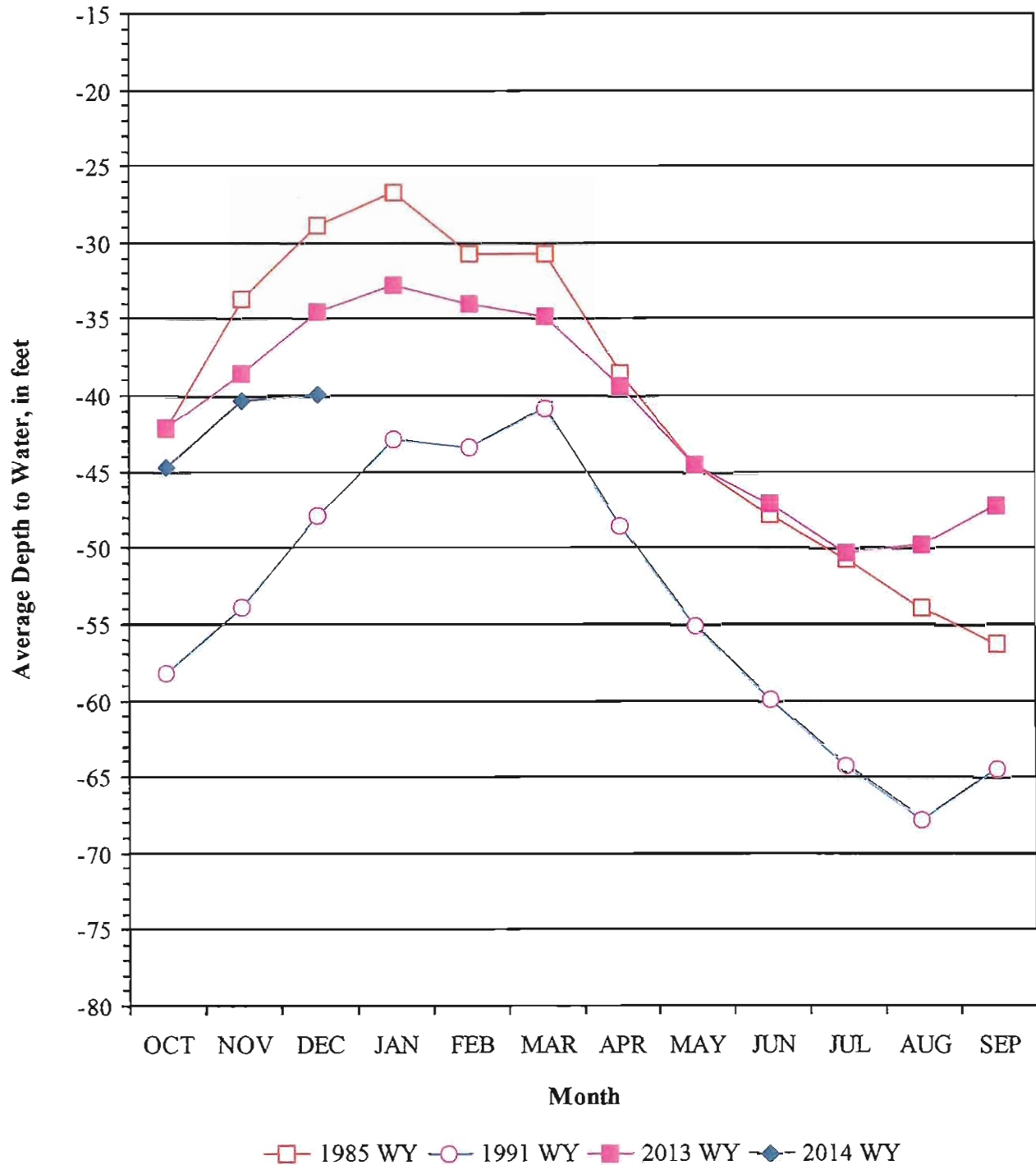


ATTACHMENT D

HISTORIC GROUND WATER TRENDS

PRESSURE 400-FOOT AQUIFER

11 Wells

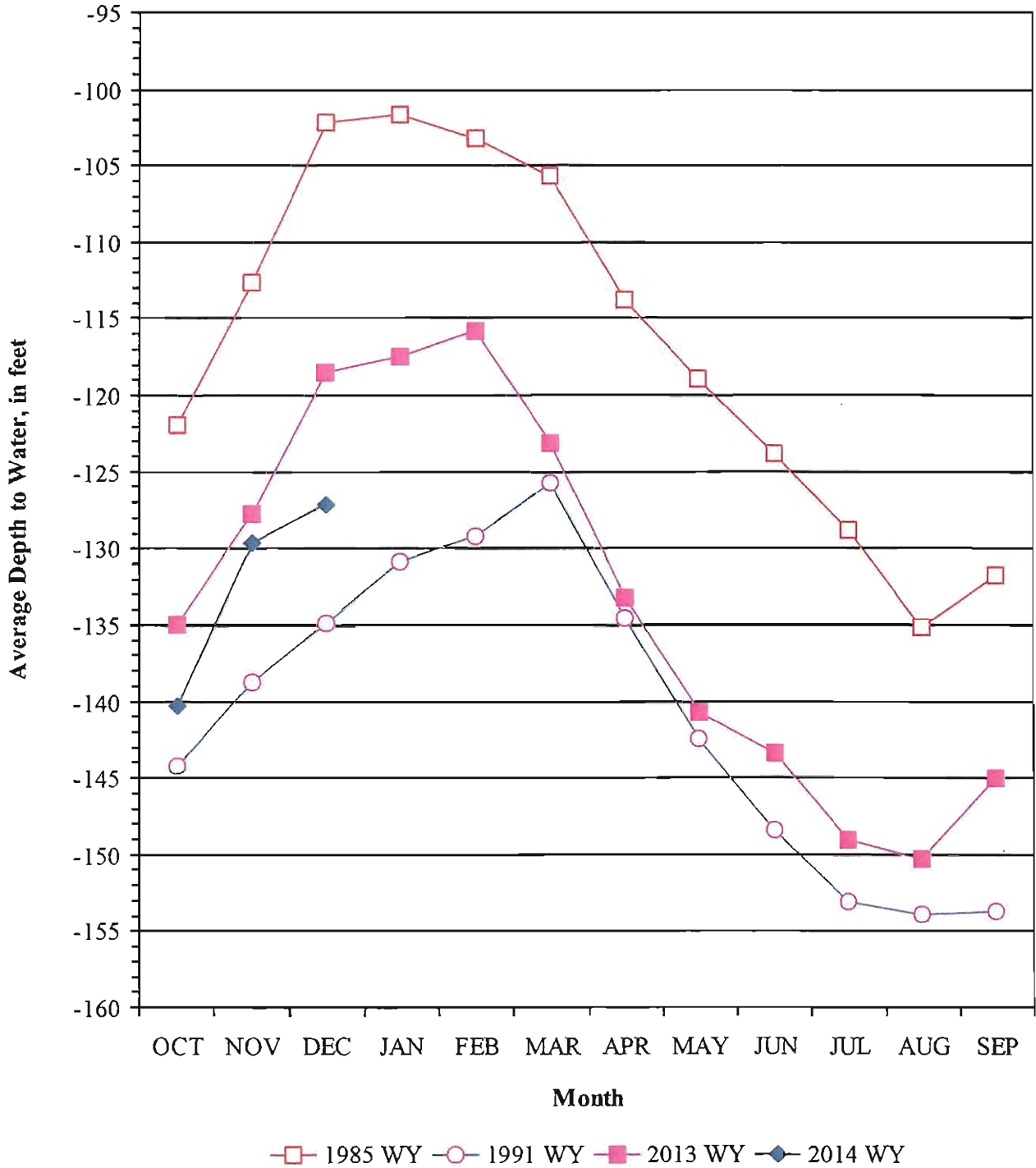


ATTACHMENT E

HISTORIC GROUND WATER TRENDS

EAST SIDE SUBAREA

11 Wells

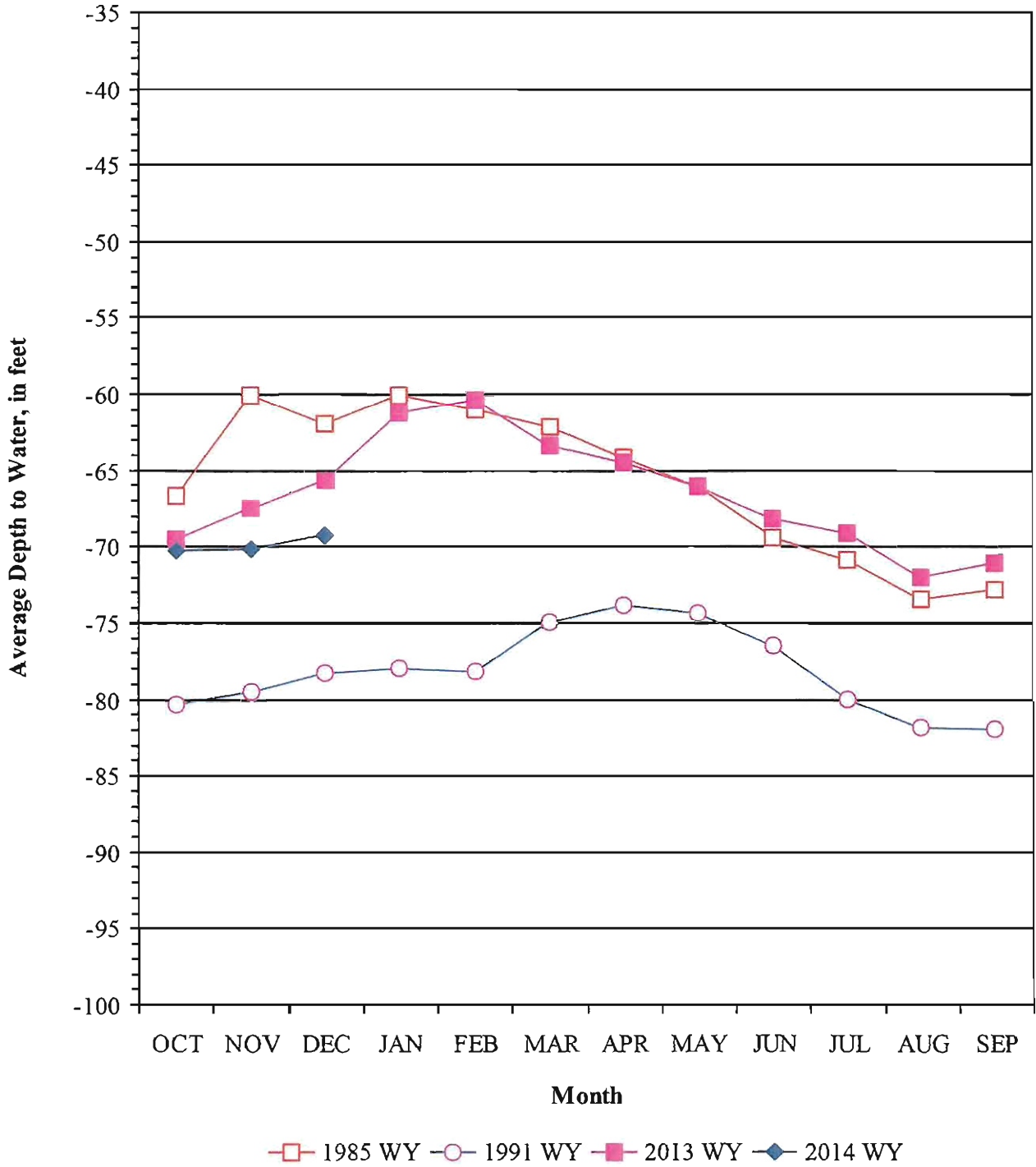


ATTACHMENT F

HISTORIC GROUND WATER TRENDS

FOREBAY SUBAREA

10 Wells

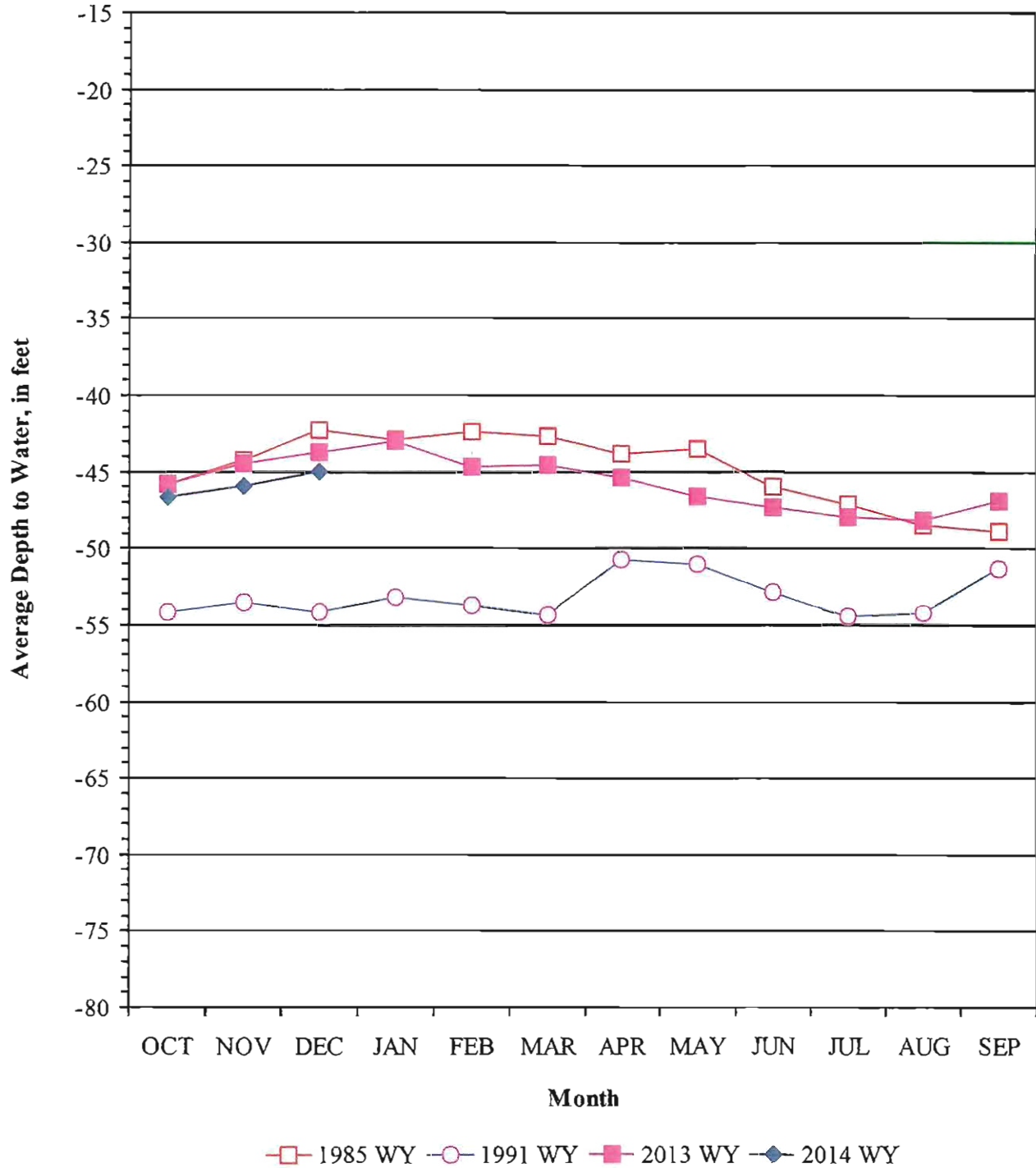


ATTACHMENT G

HISTORIC GROUND WATER TRENDS

UPPER VALLEY SUBAREA

9 Wells



ATTACHMENT H

Generalized Ground Water Trends December 2013

Area	December 2013 Depth to Water	1 Year Change	Change From WY 1985	1 Month Change
Pressure 180-Foot Aquifer	47'	down 5'	down 14'	up 1'
Pressure 400-Foot Aquifer	40'	down 5'	down 11'	no change
East Side Subarea	127'	down 9'	down 25'	up 2'
Forebay Subarea	69'	down 4'	down 7'	up 1'
Upper Valley Subarea	45'	down 1'	down 3'	up 1'

December water levels, compared to last year, range from 9' lower to 1' lower.

December water levels, compared to WY 1985, range from 25' lower to 3' lower.

December changes in water levels over the last month range from no change to 2' higher.

**MONTEREY COUNTY WATER RESOURCES AGENCY
BOARD OF DIRECTORS**

MEETING DATE:	January 27, 2014	AGENDA ITEM:	
AGENDA TITLE:	Receive and accept the Monterey County Water Resources Agency (MCWRA) Quarterly Financial Status Report through December 2013.		
Consent (X)		Action ()	
Information ()			
SUBMITTED BY: PHONE:	Cathy Paladini (831) 755-4861	PREPARED BY: PHONE:	Cathy Paladini (831) 755-4861
DEADLINE FOR BOARD ACTION:	January 27, 2014		

RECOMMENDED BOARD ACTION:

Receive and accept the Monterey County Water Resources Agency (MCWRA) Quarterly Financial Status Report through December 2013.

PRIOR RELEVANT BOARD ACTION:

The Agency FY 2013-14 first quarter report was submitted in September to the County Budget Committee.

DISCUSSION/ANALYSIS:

The Agency has received 51% of its annual ongoing revenues which include receipts from Ad Valorem taxes, assessments fees, development/other fees, and water delivery revenue. Hydroelectric revenue was budgeted at \$1,288,000. However, due to the plant shut-down for repairs, revenue is now estimated at \$150,000.



Expenditures for Agency funds are anticipated to remain within the authorized appropriation limit. In August 2013, an approved Budget Amendment authorized the transfer of \$810,000 from the Hydro Stabilization Reserve Fund 111 to the hydroelectric Operations Fund 130 for hydroelectric turbine repairs. Expenditures in FY 2013-14 through December for the repairs totaled \$827,094, excluding labor. The repairs were completed on September 9, 2013.

Insurance reimbursement received to date \$144, 207, and receipt, and receipt of the remaining balance is expected in FY 2013-14.

On a consolidated basis, the Agency financial performance is projected as follows:

FY 2013-14 Actual Beginning Fund Balance	\$ 14,246,180
FY 2013-14 Projected Revenues	<u>22,220,730</u>
Total Estimated FY 2013-14 Available Funds	\$ 36,466,910
Less 2013-14 Projected Expenditures	<u>\$ (23,064,603)</u>
FY 2013-14 Projected Ending Fund Balance	\$ 13,402,307

For FY 2013-14, the Water Resources Agency is projected to consume \$843,873 in Fund Balance.

FINANCIAL IMPACT:	YES ()	NO (X)
FUNDING SOURCE:	N/A	
COMMITTEE REVIEW AND RECOMMENDATION:	The Finance Committee recommended approval for consideration by the full Board at their January 17, 2014 meeting.	
ATTACHMENTS:	<ol style="list-style-type: none"> 1. DRAFT Legistar File #WRAG 14-001 – WRA Quarterly Report to Board of Supervisors 2. Summary of Agency Administrative Fund 111 & FY 2013-14 Financial Status Report through December 	
APPROVED:	 General Manager	
	 Date	



Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Report

Legistar File Number: WRAG 14-001

DRAFT

Introduced: 1/16/2014

Current Status: ATS Review

Version: 1

Matter Type: WRA General

Receive and accept the Monterey County Water Resources Agency (MCWRA) Quarterly Financial Status Report through December 2013.

RECOMMENDATION:

It is recommended that the Budget Committee:

Receive and accept the Monterey County Water Resources Agency (MCWRA) Quarterly Financial Status Report through December 2013.

SUMMARY/DISCUSSION:

The Agency has received 51% of its annual ongoing revenues which include receipts from Ad Valorem taxes, assessments fees, development/other fees, and water delivery revenue. Hydroelectric revenue was budgeted at \$1,288,000. However, due to the plant shut-down for repairs, revenue is now estimated at \$150,000.

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OTHER AGENCY INVOLVEMENT:

The Water Resources Agency Finance Committee and Board of Directors have reviewed the contents of this report.

FINANCING:

There is no financial impact in receiving this report.

Prepared by: _____
Cathy Paladini, Finance Manager, (831) 755-4860

Approved by: _____
David E. Chardavoyne, General Manager, (831) 755-4860

Attachments:
Projected Summary of Water Resources Agency Administration Fund 111 & Projected Status Report

Attachment 1
Summary of Agency Administrative Fund 111

	FY 2013-14 Approved Budget	Total Obligations Dec-13	Percent Budget Expended Target 100%	Total Obligations Dec-12	Total Obligations Variance Dec-12 & Dec-13
Salaries and Benefits	5,383,304	2,368,011	44%	2,308,307	59,704
Services & Supplies	1,170,041	500,035	43%	828,470	(328,435)
Other Charges	428,900	36,919	9%	131,161	(94,242)
Fixed Assets	107,091	51,224	48%	47,591	3,633
Other Financing Uses *	0	810,805	n/a		810,805
Totals before Inter-Fund Reimbursement	<u>7,089,336</u>	<u>3,766,994</u>	53%	<u>3,315,529</u>	<u>451,465</u>
Inter-Fund Reimbursement	(7,084,111)	(3,247,472)		(3,273,089)	25,617
Total Obligations after Inter-Fund Reimbursement (Before Annual Charge Clearing Account balance)	<u>5,225</u>	<u>519,522</u>		<u>42,440</u>	<u>477,082</u>

* Transfer from Hydro Stabilization Reserve due to hydroelectric repairs to turbine. Budget amendment was made in August 2013.

**Attachment 2
Water Resources Agency
Financial Status Report
Through December FY 2013-14**

Fund	Approved Budget			Obligations and Revenue					
	Budgeted 7/1/2013 Fund Balance	Expenditures	Revenue	Budgeted 6/30/2014 Fund Balance	Year-to Date Obligations	Percent of Budget Obligated	* Agency Annual Charge Clearing Account Balance	Year-To Date Revenue	Percent of Budget Received
111 Administration **	\$3,725	\$5,225	\$1,500	\$0	(\$170,794)	n/a **	(\$2,948,727)	(\$2,168)	-144.55%
111 Administration-Hydro Stabiization Reserve	\$1,908,859	\$0	\$0	\$1,908,859	\$810,805	*** n/a	\$0	\$0	n/a
112 Zone 1 - Pajaro River Levee ***	\$189,187	\$2,604,379	\$2,595,291	\$180,099	\$1,130,105	43.39%	\$209,758	\$299,577	11.54%
113 Countywide	\$15,514	\$984,305	\$968,791	\$0	\$563,158	57.21%	\$344,914	\$496,778	51.28%
114 Zone 2 - Nacimiento Dam Non-O&M	\$187,508	\$751,755	\$631,065	\$66,818	\$196,387	26.12%	\$369,919	\$299,743	47.50%
115 Zone 2A - San Antonio Dam Non-O&M	\$353,897	\$914,718	\$640,706	\$79,885	\$314,301	34.36%	\$201,199	\$161,088	25.14%
116 Zone 2C - Dam Operations	\$436,485	\$3,224,886	\$2,918,759	\$130,358	\$1,395,381	43.27%	\$858,993	\$1,753,657	60.08%
116 Zone 2C - CAMP	\$1,631	\$0	\$0	\$1,631	\$0	#DIV/0!			n/a
116 Zone 2C - Administration	\$276,740	\$346,364	\$322,441	\$252,817	\$219,758	63.45%	\$29,312	\$207,809	64.45%
116 Total Fund 116	\$330,050	\$3,571,250	\$3,241,200	\$384,806	\$1,615,139	45.23%	\$888,305	\$1,961,466	60.52%
117 Zone 3 - Lower Salinas River Channel	\$91,258	\$78,132	\$29,826	\$42,952	\$602	0.77%	\$35,709	\$18,629	62.46%
118 Zone 5 - Merritt Lake	\$5,726	\$38,798	\$33,072	\$0	\$14,970	38.58%	\$16,424	\$21,440	64.83%
119 Zone 6 - CSIP Tr & Wtr Conservation ***	\$524,602	\$159,769	\$369,476	\$734,309	\$20,640	12.92%	\$96,494	(\$77,526)	-20.98%
120 Zone 7 - North Monterey County	\$11,054	\$4,896	\$4,464	\$10,622	\$0	0.00%	\$4,816	\$2,807	62.89%
121 Zone 8 - Soledad Storm Drain	\$70,684	\$117,754	\$66,527	\$19,457	\$26,012	22.09%	\$47,577	\$38,360	57.66%
122 Zone 9 - Reclamation Ditch	\$936,007	\$1,370,011	\$1,296,274	\$862,270	\$584,879	42.69%	\$431,288	\$793,203	61.19%
123 Zone 11 - Monterey Peninsula	\$51,082	\$37,157	\$51,514	\$65,439	\$7,917	21.31%	\$2,454	\$30,419	59.05%
124 Zone 12 - San Lorenzo Creek	\$10,938	\$42,737	\$34,726	\$2,927	\$7,322	17.13%	\$12,910	\$20,032	57.69%
125 Zone 14 - Arroyo Seco Area	\$345	\$2,025	\$1,686	\$6	\$1,000	49.38%	\$0	\$930	55.15%
126 Zone 15 - Carnation Subdivision	\$61,616	\$20,386	\$5,635	\$46,865	\$1,675	8.22%	\$7,885	\$2,816	49.96%
127 Zone 17 - Moro Cojo Slough	\$371,949	\$89,763	\$102,206	\$384,392	\$3,380	3.76%	\$46,042	\$56,118	54.91%
128 Zone S2 - Storm Drain Maint District #2	\$119,613	\$44,677	\$18,467	\$93,403	\$6,211	13.90%	\$18,210	\$10,904	59.05%
129 Zone GS - Gonzales Slough Maintenance	\$541	\$4,155	\$3,914	\$300	\$1,847	44.46%	\$435	\$2,250	57.48%
130 Zone HY - Nacimiento Hydroelectric Plant	\$60,397	\$340,506	\$539,000	\$258,891	\$1,173,751	344.71%	\$53,267	\$811,277	150.52% ***
131 Zone 2B - CSIP Operation & Maint	\$863,686	\$1,968,941	\$1,710,498	\$605,243	\$175,217	8.90%	\$190,621	\$667,224	39.01%
132 Zone 2B - SVRP Operation & Maint	\$1,167,404	\$3,579,968	\$3,353,275	\$940,711	\$0	0.00%	\$0	\$1,884,496	56.20%
133 Salinas Valley Water Project Revenue Fund	\$3,328,243	\$2,035,762	\$2,049,695	\$3,342,176	\$1,333,423	65.50%	\$0	\$1,000,368	48.81%
134 Salinas River Diversion Facility O&M	\$573,393	\$1,248,480	\$1,274,996	\$599,909	\$256,392	20.54%	\$153,027	\$603,288	47.32%
303 Zone 2B - CSIP/SVRP Bond Debt Service	\$2,007,461	\$1,945,517	\$2,113,500	\$2,175,444	\$0	0.00%	\$0	\$1,821,048	86.16%
Total Agency	\$13,629,545	\$21,961,066	\$21,137,304	\$12,805,783	\$8,074,338	36.77%	\$182,527	\$10,925,203	51.69%

* Agency Annual Charge Clearing Account Balance represents charges made in advance from Fund 111 to Other Agency Funds in order not to exceed budgeted total appropriations for the Fund. Also clearing account charges by other County departments. This will be zero at year-end when the actual monthly charges to other Agency funds are made.

** Fund 111 includes monthly inter-fund reimbursements based on estimate -Total expenditures will be charged to other funds at 6/30/14

*** Transfer of \$810,805 from Hydro Stabilization Reserve to Fund 130 due to hydroelectric repairs to turbine. Budget amendment was made in August 2013.

**MONTEREY COUNTY WATER RESOURCES AGENCY
BOARD OF DIRECTORS**

MEETING DATE:	January 27, 2014	AGENDA ITEM:	
AGENDA TITLE:	Approve a <i>Drainage and Flood Control Systems Agreement</i> , by and among, the Monterey County Water Resources Agency, and the James E. Hansen Family Trust; recommend the Board of Supervisors approve the Agreement; and, authorize the Chairman of the Board of Supervisors to execute the agreement.		
Consent (<input checked="" type="checkbox"/>)		Action (<input type="checkbox"/>)	
Information (<input type="checkbox"/>)			
SUBMITTED BY:	Robert Johnson	PREPARED BY:	Jennifer Bodensteiner
PHONE:	(831) 755-4860	PHONE:	(831) 755-4970
DEADLINE FOR BOARD ACTION:	January 27, 2014		

RECOMMENDED BOARD ACTION:

Approve a *Drainage and Flood Control Systems Agreement*, by and among, the Monterey County Water Resources Agency, and the James E. Hansen Family Trust; recommend the Board of Supervisors approve the agreement; and, authorize the Chairman of the Board of Supervisors to execute the agreement.


PRIOR RELEVANT BOARD ACTION:

On December 4, 2007, the Board of Supervisors approved a tentative map for Country Lake Estates Subdivision (PLN 040103) located at the 70850 and 70970 New Pleyto Road, Bradley, Assessor's Parcel Numbers 423-251-034-000 and 423-071-059-000. The standard subdivision includes the division of two properties totaling 92 acres into 52 residential lots and 5 commercial lots ranging in size from 1.0 to 5.1 acres. As a condition of approval, the property owners are required to record a *Drainage and Flood Control Systems Agreement* concurrently with the final subdivision map.

DISCUSSION/ANALYSIS:

In accordance with the project conditions of approval, the property owners submitted a signed and notarized *Drainage and Flood Control Systems Agreement* to be recorded with the Country Lake Estates (CLE) Subdivision final map (Attachment A). The agreement requires the CLE Homeowners Association (Association) to properly maintain, repair, improve, and operate the drainage and flood control systems located within the Country Lake Estates Subdivision. The agreement also requires the Association to submit an annual report, prepared by an engineer, to the Water Resources Agency by August 15th of each year. The report is subject to the review and approval of the Water Resources Agency.

If the Association fails to properly maintain, repair, or improve the subdivision drainage improvements, the Water Resources Agency shall have the right to enter any and all portions of the subdivision to perform the work provided for in the provisions of the agreement.

FINANCIAL IMPACT:	YES ()	NO (X)
FUNDING SOURCE:	N/A	
COMMITTEE REVIEW AND RECOMMENDATION:	1. None	
ATTACHMENTS:	1. Board Order 2. Drainage and Flood Control Systems Agreement	
APPROVED:	 General Manager Date	



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

BOARD ORDER No. _____

APPROVE A DRAINAGE AND FLOOD CONTROL SYSTEMS)
AGREEMENT, BY AND AMONG, THE MONTEREY COUNTY)
WATER RESOURCES AGENCY AND JAMES E. HANSEN)
FAMILY TRUST; RECOMMEND THE BOARD OF)
SUPERVISORS APPROVE THE AGREEMENT; AND,)
AUTHORIZE THE CHAIRMAN OF THE BOARD OF)
SUPERVISORS 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 *Drainage and Flood Control Systems Agreement*, by and among, the Monterey County Water Resources Agency, and the James E. Hansen Family Trust;
2. Recommends the Board of Supervisors approve the Agreement; and,
3. Authorizes the Chairman of the Board of Supervisors to execute the agreement.

PASSED AND ADOPTED on this 27th day of January 2014, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

BY: Chair
Board of Directors

ATTEST: David E. Chardavoyne
General Manager

Recording Requested by
and When Recorded Return To:
MONTEREY COUNTY WATER
RESOURCES AGENCY
PO Box 930
Salinas, CA 93902

AGREEMENT RE: DRAINAGE AND FLOOD CONTROL SYSTEMS

THIS AGREEMENT is made and entered into by and between the James E. Hansen Family Trust dated December 31, 2008 ("Owner"), and the Monterey County Water Resources Agency ("Agency"), a statutorily created California public agency.

WITNESSETH:

WHEREAS, Owner is the owner of certain real property located in Monterey County, California, described in the portion of Exhibit "A" applying to APN 423-251-034-000 to the recorded permit approval notice to PLN 040103 recorded on _____ as document # _____, official records of Monterey county, California, a copy of which by this reference is made of the agreement (the "Property") attached hereto and made a part hereof ;

WHEREAS, CLE Industries, Inc, as former owner and agent for the owner, filed an application for subdivision of the Property with the County of Monterey;

WHEREAS, on December 4, 2007, the Board of Supervisors (BOS) of the County of Monterey approved a tentative subdivision map for the Subdivision under the name of Country Lake Estates subject to certain conditions stated in BOS Resolution 07-405 dated December 4, 2007;

WHEREAS, Condition Number 43 of said Resolution provides as follows:

If the homeowners' association after notice and hearing fails to properly maintain, repair or operate the drainage and flood control facilities in the project, Monterey County Water Resources Agency shall be granted the right by the property owners to enter any and all portions of the property to perform repairs, maintenance or improvements necessary to properly operate the drainage and flood control facilities in the project. The County Water Resources Agency shall have the right to collect the cost for said repairs, maintenance or improvements from the property owners upon their property tax bills. A hearing shall be provided by the Board of Supervisors as to the appropriateness of the cost. Prior to filing the final map, a copy of a signed and notarized *Drainage and Flood Control Systems Agreement* shall be provided to the Water Resources Agency for approval. The agreement shall be recorded concurrently with the final map.

WHEREAS, Owner is the owner of APN 423-251-034-000 including proposed project phases one through five (1-5) of the subdivision, and is considered the "Owner" for purposes of this agreement;

WHEREAS, Owner is not the owner of APN 423-071-059-000 including proposed project phase six (6) of the subdivision, and this agreement does not apply to APN 423-071-059-000 and if a final map is requested for APN 423-071-059-000, a separate Drainage and Flood Control Agreement will be required by Agency;

WHEREAS, Owner has agreed to the imposition of the foregoing condition and is ready, willing, and able to comply therewith;

NOW, THEREFORE, for good and valuable consideration receipt of which is hereby acknowledged, the parties agree as follows:

1. Homeowners' Association. Owner shall cause to form a homeowners' association under the name of CLE Home Owners Association ("the Association"). As set forth in the Declaration of covenants, conditions and restrictions for the Country Lake Estates Subdivision, each lot owner is required to install the drainage and flood control systems required by the agreement pursuant to condition 43 and to properly maintain, repair and improve such drainage and flood control systems in perpetuity pursuant to Cond. No. 43. For future residential construction, the Owner or his agent CLE Industires, Inc. will inform new property owners of the inspection, maintenance and reporting responsibilities at the time the lots are purchased. Once the sites have been developed, the Association will hire a registered civil engineer to prepare an annual report that documents the effectiveness of the drainage facilities, maintenance performed and any required improvements or additional maintenance.

2. Maintenance of Drainage and Flood Control Systems. The Association shall be responsible for properly maintaining, repairing, improving, and operating the drainage and flood control systems located within Country Lake Estates Subdivision in the event the individual lot

owners of the lot(s) in which the improvements are located fails to do so. In the event of a private lot owner's failure to properly maintain, repair, operate, or improve the drainage and flood control system located on his property, the Association shall perform or cause to be performed the necessary work, at that owner's cost. The process by which inspections, maintenance, repairs and improvements are to be made is as follows:

a. An annual inspection of all drainage and flood control systems within the Country Lake Estates Subdivision shall be performed by a private engineer employed by the Association. A written report of the inspection shall be delivered to the Agency for review and approval no later than August 15 of each year.

b. The Agency, after reviewing the inspection report, may elect to conduct its own inspection of the drainage facilities within the Country Lake Estates Subdivision. Prior to any such inspection, the Agency shall give the property owner prior written notice of its desire for an on-site inspection.

c. If the on-site inspection reveals deficiencies in the drainage and flood control systems, the Agency shall give written notice to the Association and the property owner setting forth the deficiencies found, the actions required to correct those deficiencies and the date by which those corrective actions must be taken, which shall be no sooner than fifteen (15) days after the notice date.

d. If the Association fails to take the required corrective actions within the time allowed, the Agency shall give written notice to the property owner and the Association informing the property owner of its right to a hearing before the Board of Supervisors regarding the necessity of the work and stating the estimated costs of the work. The hearing shall be held not less than five (5) days before the Agency begins the repair, maintenance or improvement work. The Association may participate in the hearing orally or in writing, by itself or through a representative.

e. If the Agency has complied in good faith with the provisions above set forth, and a determination has been made at the hearing that the corrective actions are required, that it shall have the right to enter any and all portions of the Subdivision including private lots, to perform the necessary maintenance, repair or improvement work. Upon completion of that work, the Agency shall advise the Association in writing, of the actual costs of that work. The Association and individual lot owners shall have the right to contest the costs of work by a hearing before the Board of Supervisors.

f. The Agency shall have the right to collect from the Association and the owners of the lots in the Country Lake Estates Subdivision upon which lots the work was performed the costs for such work approved by the Board of Supervisors at the hearing. The costs shall be added to the property tax bills of the particular lot owners.

All notices shall be in writing and shall be given by any method reasonably calculated to give actual notice. If the notice is given by mail, it must be sent first-class, postage prepaid.

3. Recording. The parties or either of them shall cause this agreement to be recorded concurrently with the filing of the final map for the subdivision in the Official Records of the Monterey County Recorder, California.

4. Binding Effect. This Agreement inures to the benefit of, and is binding on, the parties and their respective successors and assigns. The covenants contained herein shall run with the land which is the subject of this Agreement.

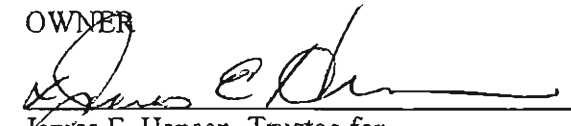
5. Entire Agreement. This Agreement contains the entire agreement among the parties respecting the matters set forth, and supersedes all prior agreements between the parties respecting these matters

6. Severability. In the event that any provision of this Agreement is found to be invalid or unenforceable, such determination shall not affect the validity and enforceability of any other provision of this Agreement.

IN WITNESS WHEREOF, Owner and Agency have executed this Agreement on the day and year set opposite their respective signatures.

Dated: 12/18/13

OWNER



James E. Hansen, Trustee for
The James E. Hansen Family Trust
Dated December 31, 2008.

Dated: _____

MONTEREY COUNTY WATER RESOURCES

By _____
Chairman, Board of Supervisors "Agency"

State of California
County of San Luis Obispo

On Dec 18, 2013 before me, K Randolph, Notary Public,
personally appeared James E Hansen, who proved to me
on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature K Randolph

(Seal)



State of California
County of _____

On _____ before me, _____, Notary Public,
personally appeared _____, who proved to me
on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

Legal Reference for Acknowledgment by County Official:
Civil Code Sections 1181, 1184, 1185, 1188, 1189 Code of Civil Procedure Section 2012

APPROVED AS TO FORM:
County Counsel

By _____

LEGAL DESCRIPTION

EXHIBIT A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, COUNTY OF MONTEREY, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

All that parcel of land being in a portion of the Southwest Quarter of Section 27, Township 23 South, Range 9 East, Mount Diablo Meridian, in the County of Monterey State of California, said parcel being more particularly described as follows:

Commencing at the West 1/4 corner of said Section 27, said corner being also noted on map filed for record in the Office of the Monterey County Recorder in Book 8 of Surveys, at Page 16 and running from said West 1/4 corner, South 01° 47' West, 686.18 feet along the West line of said Section 27 to the true point of beginning; thence leaving said West line and running South 88°47' 28" East, 2375.21 feet to a point of the west line of Pleyto Road, a 60 foot wide county road; thence running Southwesterly along said Westerly line of said Pleyto Road, the following courses:

South. 35° 55' 35" West., 191.43 feet;

South 51° 11' 17" West, 429.64 feet;

South 31° 20' 47" West, 867.93 feet; thence

leaving said West line of Pleyto Road and running North 88° 12' 25" West, 1513.18 feet to the Westerly line of said Section 27; thence running North 01° 47' East, 1168.86 feet along said Westerly line to the true point of beginning.

Excepting therefrom 1/2 of all minerals, including oil, gas and other hydrocarbon substances, as reserved in the Deed from Eric R. Hall and Marilyn J. Hall, husband and wife, to Henry Lester, an unmarried man, dated April 5, 1967 and recorded April 11, 1967 in Reel 500 of Official Records of Monterey County, at Page 913.

APN: 423-251-034

CONSENT CALENDAR ITEM E:

APPROVE AMENDMENT NO. 1 TO THE EMPLOYMENT AGREEMENT BETWEEN THE MONTEREY COUNTY WATER RESOURCES AGENCY AND DAVID E. CHARDAVOYNE

**AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT
BETWEEN THE MONTEREY COUNTY WATER RESOURCES AGENCY AND
DAVID E. CHARDAVOYNE**

The parties to the **EMPLOYMENT AGREEMENT** ("Agreement") which commenced on April 1, 2013 by and between the MONTEREY COUNTY WATER RESOURCES AGENCY "(MCWRA)" and DAVID E. CHARDAVOYNE mutually agree that the Agreement shall be amended as set forth below, effective November 16, 2013:

1. Amend section 2.1.3, to read in its entirety as follows:

The Monterey County Water Resources Agency shall pay Mr. David E. Chardavoynne at step 7 of the salary range of the General Manager-Water Resources Agency Classification of the County of Monterey's adopted Salary Schedule, which may be amended from time to time. Such salary shall be payable in the same manner and at the same time as salary payments are made to County of Monterey employees.

2. **Information: Terms and Conditions.** The parties mutually agree that all other information contained in the Agreement remains correct and current, and that all other Terms and Conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the AMENDMENT on the day and year executed by both parties.

DATED: 1-6-2014

EMPLOYER

By Fernando Armenta
Fernando Armenta, Chair, Monterey
County MCWRA Board of Supervisors

DATED: 9 December 2013

EMPLOYEE

By David E. Chardavoynne
David E. Chardavoynne, General Manager-Water
Resources Agency

APPROVED AS TO LEGAL FORM:
Charles J. McKee, County Counsel

Charles J. McKee
Charles J. McKee, County Counsel

DATE: 12/9/13

ACTION ITEMS



**MONTEREY COUNTY WATER RESOURCES AGENCY
BOARD OF DIRECTORS**

BOARD OF DIRECTORS:

Ken Ekelund, Chair
Claude Hoover, Vice Chair
Silvio Bernardi
Mark Gonzalez
David Hart
Fred Ledesma
Richard Ortiz
Mike Scattini
Deidre Sullivan

STAFF:

David E. Chardavoyne, General Manager
Robert Johnson, Assistant General Manager
Brent Buche, Assistant General Manager
Cathy Paladini, Finance Manager
Wini Chambliss, Clerk to the Board
Patrick McGreal, Deputy County Counsel

December 16, 2013

MINUTES

1. CALL TO ORDER/ESTABLISH QUORUM

Director Ekelund convened the Regular Board of Directors Meeting @ 11:32 AM.

Directors Present: Ken Ekelund, Claude Hoover, Silvio Bernardi, Mark Gonzalez, David Hart, Richard Ortiz, Mike Scattini and Deidre Sullivan (@ 11:40 AM)

Directors Absent: Director Fred Ledesma

A quorum was established.

2. PUBLIC COMMENTS - None

3. ADJOURN TO CLOSED SESSION @ 11:33 AM

4. RECONVENE MEETING

The meeting reconvened @ 1:07 PM

Deputy County Counsel Patrick McGreal reported the Board gave direction on a partial settlement in the matter of MCWRA v. Boyle Engineering (Monterey County Superior Court Case No. M122078); received updates in the matter of People v. McDonnell (Monterey County Superior Court Case No. M98919) and one matter of potential initiation of litigation; accepted information on the General Manager's goals and gave direction on the further formulation of those goals; and, received updates on two matters of employee discipline.

General Manager David Chardavoyne requested that Item 9B be pulled from the day's Agenda.

5. PLEDGE OF ALLEGIANCE (led by Director Deidre Sullivan).

6. PUBLIC COMMENTS - None.

7. PRESENTATION

- A. Board Chair Ken Ekelund introduced Monterey County Risk Manager Steve Mauck who explained that Risk Management is now a division of County Counsel. He then discussed the areas of responsibility for Risk Management: self-insurance, insurance and excess insurance placement; risk management and contract review; and, risk tolerance.

Board Questions/Comments (*Staff responses are emboldened and italicized*):

1. The Finance Committee Chair invited Mr. Mauck to make a presentation to the Finance Committee to provide the Board with detailed information related specifically to the Agency.
2. Does the increase in the Agency's premium reflect our share of the aggregate insurance charge or general liability only? *The increase reflects general liability only.*

8. CONSENT CALENDAR

- A. Approve purchase orders/contracts in excess of \$500 for October 2013 and credit card purchases over \$500 in September/October 2013.

Public Comment: None.

ACTION:

Motion and Second by Directors Richard Ortiz and Claude Hoover to approve the Consent Calendar.

Motion carried unanimously by those members present.

9. ACTION ITEMS

- A. Consider approving the Minutes of the Regular Board of Directors meeting held October 28, 2013.

Public Comment: None

ACTION:

Motion and Second by Directors Claude Hoover and Richard Ortiz to approve the Minutes of the Regular Board of Directors meeting held October 28, 2013.

Motion carried unanimously by those members present.

- ~~B. Consider approving a one-year professional services agreement with FISHBIO in the amount of \$392,603 for fish monitoring in support of the Salinas Valley Water Project (SVWP); and, authorize the General Manager to execute the agreement.~~

This item was removed from the day's Agenda.

- C. Consider approving Amendment No. 1 to the professional services agreement with Salinas Pump Company in the amount of \$50,000 to provide water well and pump maintenance, repair services and well logging services for the Castroville Seawater Intrusion Project; and, authorize the General Manager to execute the Amendment.

Manuel Saavedra, Water Resources Engineer, reviewed this item, stating the purpose of this amendment is to provide as-needed repair work and regular maintenance of the CSIP supplemental wells and pumps.

Public Comments:

Chris Bunn questioned if the scope of work included retiring failed supplemental wells or demolition of failed wells. Mr. Bunn also asked whether a schedule had been developed for demolition of failed wells. ***The purpose of this amendment is to provide repair services.***

Norm Groot, Monterey County Farm Bureau, questioned whether Fund 131 referred to the Operations and Maintenance fund for CSIP. He requested that staff provide descriptions instead of (or in addition to) fund numbers for the benefit of members of the public. ***Yes...Fund 131 is the CSIP Operations and Maintenance Fund.***

John Baillie, member of the Reservoir Operations Committee, stated at the last CSIP meeting 19 supplemental wells were identified for future use. Are they included in this amendment? ***This amendment could be used for some of these wells; however, the purpose of this amendment is routine maintenance work.***

Board Questions/Comments (*Staff responses are emboldened and italicized*):

1. Have we budgeted the destruction of any wells? ***The approved budget does not include money for well destruction.***
2. The report notes other equipment being available (i.e., crane, backhoe and dump truck available); but, are we being charged for this equipment? ***This is an ala carte menu. No fee for the equipment is included in the fee schedule; so, the assumption is there will be no charge for it.***

ACTION:

Motion and Second by Directors David Hart and Claude Hoover to approve Amendment No. 1 to the professional services agreement with Salinas Pump Company in the amount of \$50,000 to provide water well and pump maintenance, repair services and well logging services for the Castroville Seawater Intrusion Project; and, authorize the General Manager to execute the Amendment.

Motion carried unanimously.

- D. Consider approving a professional services agreement with Ron Adhya Consulting, LLC, in the amount of \$36,000, which is included in the approved FY 2013-14 Budget, to prepare the Sixth Five-Year Part 12D Independent Consultant Report for Nacimiento Dam; and, authorize the General Manager to execute the Agreement.

Chris Moss, Senior Water Resources Engineer, reported this agenda item deals specifically with Federal Energy Regulatory Commission (FERC) requirements. The required outside consultant will conduct an onsite inspection and reviews all new data since completion of the last Part 12D Safety Report - January 2008. The independent consultant will meet with Agency staff to discuss operation and maintenance procedures and make recommendations as part of a report on the Dam Safety Performance Monitoring program. This report, which should be completed by April 2014, will detail how the Agency plans to monitor and evaluate Dam performance and will include potential failure scenarios. The Agency solicited proposals from 11 qualified engineering firms and two were received.

Board Questions/Comments (*Staff responses are emboldened and italicized*):

1. What does FERC mean by a high risk dam? ***A high risk dam measures over 32 feet high; possesses a capacity of over 2,000 acre-feet of water stored; or meets the high hazard criteria of the U.S. Bureau of Reclamation looking at downstream potential loss of life or damage. Both of the Agency's dams are categorized as high hazard.***

Deputy County Counsel Patrick McGreal requested the motion include the following language: upon the approval of County Counsel.

Public Comments: None

ACTION:

Motion and Second by Directors Richard Ortiz and Silvio Bernardi to approve a professional services agreement with Ron Adhya Consulting, LLC, in the amount of \$36,000, which is included in the approved FY 2013-14 Budget, to prepare the Sixth Five-Year Part 12D Independent Consultant Report for Nacimiento Dam upon the approval of County Counsel; and, authorize the General Manager to execute the Agreement.

Motion carried unanimously.

-
- E. Reconsider recommending that the Board of Supervisors hold a Public Hearing to consider certifying the Salinas River Stream Maintenance Program (SMP) Environmental Impact Report.

Shaunna Juarez, Associate Water Resources Engineer, reviewed prior actions related to this agenda item and reviewed the direction provided by the Board of Directors at their regular meeting on September 30. Activities that have occurred since the September 2013 Board meeting, when this item was continued, include:

1. Meetings with individuals who submitted comments on the EIR in an effort to provide clarity regarding issues raised;

2. Meetings with stakeholders in various communities;
3. Meeting with The Nature Conservancy (TNC) with regard to their Demonstration Project; and,
4. Outlined necessary steps to implement a Program, including CEQA, Program and Permitting.

Ms. Juarez discussed the need to determine the right project to move ahead, followed by describing the process for Project implementation. She then then discussed staff recommendations and next steps, including: continuing to work with TNC; developing activities and design sites in relation to the current EIR; refining SMP guidelines; and, finally presenting the information to the Board of Directors.

Board Questions/Comments (*Staff responses are emboldened and italicized*):

1. What is actual role of Agency at this point? Does the Agency hold the permit in the program as it is currently envisioned? ***The Agency is the lead agency on CEQA. We are meeting with the Army Corps and Regional Board to determine permit types and who would hold the permit. We are in a holding pattern until a specific project is determined.***
2. What is the relationship between the TNC's Demonstration Project and the long-term project? Is the long-term project an expansion of the short-term project? ***It is an entirely different project than the short-term project. It is a holistic approach looking at a number of other factors that are still under development.***
3. At some point we will need a comprehensive watershed management plan.

Public Comments: None

Norm Groot, Monterey County Farm Bureau, submitted a letter (attached) on behalf of the Farm Bureau and the Salinas Valley Water Coalition in opposition to taking today's action. Mr. Groot stated much confusion still exists regarding the program and the EIR as it currently stands. The Agency needs to: clarify that the program is designed to meet short-term needs; expand the short-term program to include removal of obstructions from drainage ditches and culverts and remove non-native vegetation, for example. Mr. Groot stated not enough is known about The Nature Conservancy's project and additional time is required to further discuss this issue and determine if modifications can be made to the EIR before a recommendation is made to the Board of Supervisors.

Nancy Isakson, Salinas Valley Water Coalition, voiced her appreciation to the Agency for holding stakeholder meetings. At the last stakeholder meeting, comments were voiced that while consensus is achievable, it would be premature to move ahead at this point. Ms. Isakson asked whether the Resource Conservation District could be incorporated into the short-term project while looking at the EIR to determine how it could be modified. Ms. Isakson reported the Salinas Valley Water Coalition does not support moving forward with staff's recommendation.

County Counsel Patrick McGreal stated the recommendation presented in the PowerPoint presentation does not represent staff's recommended action. Staff recommends that this item be brought back to the Board of Directors after the following: 1) continued work with The Nature Conservancy on the Demonstration Project to develop activities and design sites;

determining how the Demonstration Project relates to the current EIR; and, the TNC presents their project at a January or February BOD meeting. In addition, the SMP guidelines outlining roles and responsibilities will continue to be refined, along with developing BMPs and Mitigation Measures; and, determining the process and steps.

Darlene Din stated the Salinas River Channel Coalition and Grower-Shipper Association have submitted a letter requesting more time to review the issues. Ms. Din requested Agency staff please work with stakeholder groups to determine if multi-objectives (flood risk, environment, conservation, etc.) can be achieved. A short-term resolution is mandatory. With regard to a long-term approach, she recommended reviewing the Action Pajaro Valley process as a good model based upon science and technology – although it would need to be adapted to Monterey County.

Christopher Bunn asked the Board to remember the entire river is private property. Mr. Bunn stated stream maintenance is a local problem requiring a local solution. When the flood arrives, \$150,000 liability insurance (as mentioned in the Risk Management presentation) will be insufficient and advised the Board to consider increasing that amount.

Paul Robbins, Resource Conservation District (RCD), spoke regarding the RCD's arundo treatment program and offered their availability as a resource.

Steve Shimek, Otter Project and Monterey Coastkeeper, supports staff's recommendation to delay taking any action, and discussed the necessity of achieving compromise to resolve the many existing issues and problems in order to move ahead collectively.

Abby Taylor-Silva, Grower-Shipper Association, presented the letter mentioned previously by Ms. Darlene Di. The letter requested a several-month delay in certifying the EIR. In regard to a long-term program, other models have been successful that can serve as resources in developing a joint long-term solution.

Christopher Bunn stated water is being lost because of the mismanagement of the river due to the drought. The Agency should consider a long-term program to deal with the amount of water we are losing at this time.

Board Questions/Comments (*Staff responses are emboldened and italicized*):

1. Agency staff should develop a matrix of the following: elements of TNC proposal (i.e., removal of obstructions, arundo, etc.); are any of those activities outside the scope of the EIR; elements of the stream maintenance program; what is the nature of the stream maintenance program...it is long-term and comprehensive; what are the elements of the Sacramento option...is it viable...why. A simple two-page matrix will be helpful to everyone.
2. The Agency needs assistance from stakeholder groups in making this decision.
3. The EIR is for the short-term project.
4. The long-term project is more comprehensive, and the Sacramento option should be determined by the community.
5. Are short-term projects incorporated into the current EIR? ***The EIR does incorporate drainage ditches and culverts. The purpose of the EIR originally was to deal with choke points and sediment removal.***

6. It is imperative that something be done in the short-term.
7. Timetables should be included in this discussion. Because of the drought, we have the opportunity to get some work done in the river now.
8. Leadership and clear expectations are needed at this time.
9. Within two months, we should have an outline of what the TNC is proposing; how it comports with the original EIR; and, guiding principles to assist us in achieving our goals.
10. Make certain the appropriate people are in the discussions... including the RCD.
11. Receive an update at the January 2014 Board of Directors meeting as to public input that has been provided.
12. The Board should act upon certification in February 2014.

ACTION:

Motion and Second by Directors Claude Hoover and David Hart to continue consideration of certifying the EIR for two months with an interim meeting in January to consider the input provided by the public and to receive staff updates on the progress of possible projects.

Motion carried unanimously by those members present.

Mike Scattini left the dais @ 2:47 PM.

10. KEY INFORMATION AND CALENDAR OF EVENTS

Special Board meeting tentatively scheduled for January 13, 2014.

Water Quality and Operations Committee will be held on January 16, 2014 @ 10 AM.

The Personnel and Administration Committee meeting was moved from Friday, January 17, 2014 to Thursday, January 16, 2014 @ 8:30 AM.

The Finance Committee Meeting was moved from Friday, January 10, 2014 to Friday, January 17, 2014 @ 10 AM.

A Joint Board meeting with the Board of Supervisors is tentatively scheduled on Tuesday, January 28, 2014 at noon at the Government Center.

11. GENERAL MANAGER'S REPORT –

General Manager David Chardavoyne reported briefly on the following issues:

- a) Meet and Confer with Monterey Regional Water Pollution Control Agency – Attended two meetings (October 31, 2013 and December 5, 2013) in efforts to resolve their source water issues while protecting interests of the Agency and growers with respect to recycled water amounts.
- b) Meeting with Regulatory Agencies – A very important meeting was held on November 6 with NOAA, US Fish & Wildlife, Regional Board, and the US Army Corps of Engineers and others regarding the sandbar management program. What was agreed upon was they would fully consider issuing a short-term permit for this year if we submitted an application by the end of December. That paperwork has been completed in draft form and will be submitted. We need to develop an intermediate plan for sandbar management as well as a plan for the need to eliminate the need for sandbar management.
- c) Agency Staffing – With the aid of an outside recruiter, two Associate Water Resources Engineer positions were filled: Shaunna Juarez and Mark Foxworthy.

- d) California Public Utilities Commission Hearings - Held in San Francisco November 11-13, 2013 wherein Staff provided testimony to approve the Settlement Agreement between Monterey County, Cal-Am and the Agency.
- e) Strategic Planning Workshop – Held November 14, 2013 investigating strategic requirements in terms of projects as related to funding.
- f) Board of Supervisors/Department Heads Workshop – Held December 12, 2013 at the Marina Library. Topic discussions included economic development in the County; water; violence reduction; health care; and, roads, financial planning and service delivery. With respect to water, the output of this retreat was that the Agency needs to develop a Salinas River Management plan along with a Monterey County Water Management Plan. Some of the subareas of this water management plan include: implementing Water Right Permit #11043; developing projects to harness the Salinas River water; maximizing use of reclaimed water; developing and implementing a plan to utilize winter recycled water to recharge the Salinas River groundwater basin; develop and construct a pipeline between Lake Nacimiento and San Antonio Reservoir; harness the Blanco Drain and Reclamation Ditch by developing a plan to capture, treat and reuse that water.
- g) Power Purchase Agreement – Staff continues to work on a long-term agreement which is vital to the economic health of the Agency.
- h) Press Conference – Attended conference called by Senator Canella wherein he indicated he will sponsor legislation to push forward the short-term Salinas River Channel Maintenance program.
- i) Water Right #11043 – Staff continues to work on this issue.

Board Questions/Comments (*Staff responses are emboldened and italicized*):

1. Was there any discussion at the workshop regarding how the development of these plans would be financed? ***No. Without financial resources, we cannot plan nor execute the best plans in the world.***

Public Comments: None

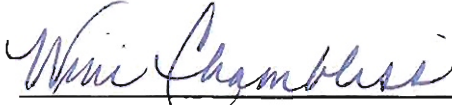
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12. **COMMITTEE REPORTS** – Finance Committee Chair Claude Hoover voiced his appreciation of the presentation provided by the Risk Manager. He also indicated his concern over the increases in general liability cost allocation. In addition, he informed Directors and the public that 2014 will be an important year with regard to Agency finances.
-
13. **INFORMATION ITEMS** – Mention was made of the report regarding mudsnails. Staff must develop a plan (best management practices) geared at slowing spread of the invasive species.
-
14. **CORRESPONDENCE** – Directors had no questions or comments regarding items submitted.
-
15. **BOARD OF DIRECTORS' COMMENTS** -- Board Chair Ken Ekelund reminded Directors of the Joint Meeting of the Water Resources Agency Board of Supervisors and Board of Directors scheduled for Tuesday, December 17, 2013 at the Government Center.
-

16. ADJOURNMENT

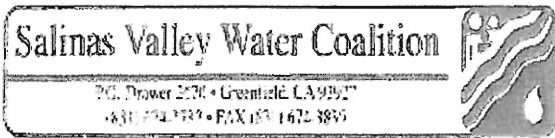
The meeting was adjourned @ 4:36 PM

SUBMITTED BY: Wini Chambliss

APPROVED ON: January 27, 2014



Wini Chambliss, Clerk to the Board



December 16, 2013

Monterey County Water Resources Agency
Board of Directors
P.O. Box 930
Salinas, CA 93902

Hand Delivered

Dear Chair and Directors:

The Monterey County Farm Bureau and Salinas Valley Water Coalitions submit the following comments and recommendations to the Monterey County Water Resources Agency (MCWRA) Salinas River Stream Maintenance Program and its EIR for your review and consideration. We first thank you for postponing the decision on the Program and certification of its EIR to allow yourselves and staff, as well as the general public, additional time to fully understand the ramifications of Program approval and EIR certification.

We appreciate the public outreach that's been conducted by MCWRA staff over the past couple of months, including the formation of a stakeholder group to meet and discuss this issue in a collaborative manner. Our understanding, based upon staff presentations, and the discussions in the stakeholder meetings, is that the current EIR is for a project that addresses only the short-term needs for channel maintenance. Your staff has stated that a project that meets the long-term channel maintenance needs has yet to be developed. Based on this understanding, we offer the following comments and recommendations:

- The MCWRA should amend the current proposed Salinas River Stream Maintenance program so that it: 1) clarifies that the program is designed to meet the short-term channel maintenance needs; 2) eliminates those items in the proposed program that are more appropriate for a long-term program, such as permanent mitigation; and 3) commits the MCWRA to work with stakeholders to develop a process and project to meet the long-term channel maintenance needs.
- The proposed short term program should be expanded to allow for all activities that can be readily accomplished to reduce flooding risk such as:
 - Removal of obstructions from drainage ditches and culverts;
 - Removal of all non-native vegetation; and
 - Removal of vegetation and sediments at choke points (where there is no water).
- The proposed short term program should also be expanded to include the projects proposed by The Nature Conservancy, the Resource Conservation District of Monterey County, and other groups or individuals so that they may rely on the EIR and work with willing landowners.
- The MCWRA should incorporate master or regional state and federal permits (e.g., master/regional 404 Permit) into the short-term and long-term programs, rather than require individual permits as mitigation measures in the EIR, in order to expedite

channel maintenance activities. The concept of master/program permits is not new and in fact, master permits were effective in prior channel maintenance programs implemented by the MCWRA.

- The MCWRA should **not recommend that the Board of Supervisors** approve the current Salinas River Stream Maintenance Program, until amended/ revised pursuant to this letter.
- The MCWRA should **not recommend that the Board of Supervisors hold a public hearing to consider certifying** the current Salinas River Stream Maintenance Program EIR, until further environment review is performed on the amended/ revised project.

Once the proposed project has been modified accordingly, then it would be appropriate to perform additional environmental review, as necessary, to satisfy the CEQA requirements for the modified short term program.

Upon approval of the modified short term program and certification of its EIR, the MCWRA should continue to work with stakeholders to develop the long-term program. Since the program has yet to be defined, we ask that you consider for future discussions the following activities for the long-term program:

- Mechanical removal or relocation of vegetation, sandbars, and silt deposits in areas not greater in elevation than five feet above the relative dry channel bed, and that is either dry or more than nine inches above any standing water;
- Bank stabilization activities as necessary for erosion protection;
- Mechanical clearance of sedimentation and vegetation in areas with no water; and
- Obstruction removals from drainage ditches and culverts.

Our organizations and the other organizations of the Salinas River Channel Task Force and their members are committed to working with the MCWRA and other stakeholders on developing the long term program.

We are concerned that already-threatened legal actions against the certification by the Board of Supervisors will be initiated should the MCWRA Board recommend certification of the current EIR without modification. In such a situation, it's more than likely that MCWRA (and ratepayers) funds will be expended on defending the lawsuit rather than addressing flood control and protection for landowners, businesses, cities and the community.

We respectfully request that you not certify the EIR and proceed forward in a manner consistent with the recommendations herein.

Sincerely,



Nancy Isakson, President
Salinas Valley Water Coalition



Norm Groot, Executive Director
Monterey County Farm Bureau

Salinas River Channel Coalition



Hand-Delivered

Monterey County Water Resources Agency
Board of Directors
P.O. Box 930
Salinas, CA 93902

December 16, 2013

Dear Chair and Directors:

The Salinas River Channel Coalition and the Grower Shipper Association of Central California submits the following comments and recommendations to the Monterey County Water Resources Agency (MCWRA) Salinas River Channel Maintenance Program and its EIR for your review and consideration. We first thank you for postponing the decision on the Program and certification of its EIR to allow yourselves and staff, as well as the general public, additional time to fully understand the ramifications of Program approval and EIR certification.

We appreciate the public outreach that's been conducted by MCWRA staff over the past couple of months. Our understanding, based upon staff presentations, is that the EIR is for a project that addresses only the short-term needs for channel maintenance. Your staff has stated that a project that meets the long-term channel maintenance needs has yet to be developed. Based on this understanding, we offer the following comments and recommendations:

- The MCWRA should delay certification of the Salinas River Channel Maintenance Program EIR.
- The MCWRA should delay approval the current Salinas River Channel Maintenance Program until revised pursuant to this letter.
- The MCWRA should delay certification of the current Salinas River Channel Maintenance Program until further environmental review is performed, as necessary, on a revised project as mentioned below.
- The MCWRA should revise its proposed Salinas River Channel Maintenance program so that it: 1) clarifies that the program is designed to meet the short-term channel maintenance needs; and 2) commits the MCWRA to work with stakeholders to develop a process and project to meet the long-term channel maintenance needs.
- The proposed short term program should be expanded to allow for all activities that can be readily accomplished to reduce flooding risk such as:
 - Removal of obstructions from drainage ditches and culverts;
 - Removal of all non-native vegetation; and
 - Removal of vegetation and sediments at choke points (where there is no water).

- The proposed short term program should also be expanded to include the projects proposed by The Nature Conservancy, the Resource Conservation District of Monterey County, and other groups or individuals so that they may rely on the EIR and work with willing landowners.
- The MCWRA should incorporate master or regional state and federal permits (e.g., master/regional 404 permits) into the short-term and long-term programs, rather than require individual permits as mitigation measures in the EIR, in order to expedite channel maintenance activities. The concept of master/program permits is not new and in fact, master permits were effective in prior channel maintenance programs implemented by the MCWRA.

Once the proposed project has been modified accordingly, then it would be appropriate to perform additional environmental review, as necessary, to satisfy the CEQA requirements for the modified short term program.

Upon approval of the modified short term program and certification of its EIR, the MCWRA should continue to work with stakeholders to develop the long-term program. Since the program has yet to be defined, we ask that you consider for future discussions the following activities for the long-term program:

- Mechanical removal or relocation of vegetation, sandbars, and silt deposits in areas not greater in elevation than five feet above the relative dry channel bed, and that is either dry or more than nine inches above any standing water;
- Bank stabilization activities as necessary for erosion protection;
- Mechanical clearance of sedimentation and vegetation in areas with no water; and
- Obstruction removals from drainage ditches and culverts.

The Grower-Shipper Association and the Salinas River Channel Coalition and their members are committed to working with the MCWRA and other stakeholders on developing the long term program.

We are concerned that already-threatened legal actions against the certification will be initiated should the MCWRA Board recommend certification of the current EIR without modification. In such a situation, it's more than likely that MCWRA (and ratepayers) funds will be expended on defending the lawsuit rather than addressing flood control and protection for landowners, businesses, cities and the community.

We respectfully request that you delay the certification of the EIR and proceed forward in a manner consistent with the recommendations herein.

Sincerely,



Abby Taylor-Silva
Vice President, Policy & Communications
Grower-Shipper Association of Central California



Benny Jefferson, Chairman
Salinas River Channel Coalition

**MONTEREY COUNTY WATER RESOURCES AGENCY
BOARD OF DIRECTORS**

MEETING DATE:	January 27, 2014	AGENDA ITEM:	
AGENDA TITLE:	Consider approving a professional services agreement with Balance Hydrologics, Inc., in the amount of \$50,237, to analyze dry weather drainage and propose feasible alternatives to improve Carr Lake drainage; and, authorize the General Manager to execute the Agreement		
Consent ()		Action (X)	
Information ()			
SUBMITTED BY:	Brent Buche	PREPARED BY:	Manuel L. Quezada
PHONE:	(831) 755-8982	PHONE:	(831) 755-4874
DEADLINE FOR BOARD ACTION:	January 27, 2014		

RECOMMENDED BOARD ACTION:

Approve a professional services agreement with Balance Hydrologics, Inc., in the amount of \$50,237, to analyze dry weather drainage and propose feasible alternatives to improve Carr Lake drainage; and, authorize the General Manager to execute the Agreement.

PRIOR RELEVANT BOARD ACTION:

On March 25, the Board of Directors recommended approval of Monterey County Water Resources Agency Fiscal Year 2013-2014 Budget to the Board of Supervisors. Carr Lake Pump Station Evaluation Project was included in the budget and approved in the amount of \$100,000.

DISCUSSION/ANALYSIS:


Gabilan and Natividad Creeks, and the Reclamation Ditch drain into Carr Lake and collect at a low-point referred to as the “four corners”. In past years development of the upper sub-watersheds has increased non-winter flows impacting farming operations. The topography of the lake creates ponding conditions and inhibits the ability to drain low-flows into the mainstream of the Reclamation Ditch. A survey of the channel inverts and low-flow data will be required to better understand the dynamics of the system and to develop alternatives.

The Agency solicited proposals from thirteen local and qualified engineering firms identifying tasks necessary to analyze non-winter drainage for Carr Lake and propose an alternative or alternatives to eliminate standing water in the channel by improving conveyance. Three proposals were received: Balance Hydrologics, Inc., Fall Creek Engineering, Inc., and Schaaf & Wheeler Consulting Civil Engineers. Staff reviewed each of the submitted proposals and conducted phone interviews and determined all three firms were well-qualified and knowledgeable with Carr Lake’ function.

Bid Amounts

Balance Hydrologics, Inc.	\$50,237
Fall Creek Engineering, Inc.	\$77,600
Schaaf & Wheeler Consulting Civil Engineers	\$78,020

Staff recommends that the Board of Directors enter into an agreement with Balance Hydrologics, Inc., to conduct the analysis.

FINANCIAL IMPACT:	YES (X) \$50,237 NO ()
FUNDING SOURCE:	Fund: 122
COMMITTEE REVIEW AND RECOMMENDATION:	1. Finance Committee recommended approval at the January 27, 2014 meeting.
ATTACHMENTS:	1. Board Order 2. Professional Services Agreement
APPROVED:	<div style="text-align: center;">  General Manager </div> <div style="text-align: right;"> 1/22/14 Date </div>



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

BOARD ORDER No. _____

APPROVES A PROFESSIONAL SERVICES AGREEMENT WITH)
BALANCE HYDROLOGICS, INC., IN THE AMOUNT OF \$50,237,)
TO ANALYZE DRY WEATHER DRAINAGE AND PROPOSE)
FEASIBLE ALTERNATIVES TO IMPROVE CARR LAKE)
DRAINAGE; 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 a professional services agreement with Balance Hydrologics, Inc., in the amount of \$50,237, to analyze dry weather drainage and propose feasible alternatives to improve Carr Lake drainage; and,
2. Authorizes the General Manager to execute the Agreement.

PASSED AND ADOPTED on this 27th day of January 2014, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

BY: Chair
Board of Directors

ATTEST: David E. Chardavoyne
General Manager

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

This is a multi-year agreement between the Monterey County Water Resources Agency, hereinafter called "Agency," and Balance Hydrologics, Inc., a California Corporation, hereinafter called "CONTRACTOR".

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

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

- (a) The scope of work is briefly described and outlined as follows:
To evaluate non-winter drainage into Carr Lake and propose feasible alternatives to improve conveyance.
- (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 upon execution of this Agreement by CONTRACTOR and Agency, and will terminate on December 31, 2014 unless earlier terminated as provided herein.

3. **Payments to CONTRACTOR; maximum liability.** Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR the amounts provided in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is Fifty Thousand Two Hundred Thirty Seven Dollars

(\$ 50,237)

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 ten percent (10%) 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 stated in 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 the COUNTY, or defect in a design furnished by the COUNTY.

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.

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.

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.

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.

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 County of Monterey, its 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 preference, 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 Edward D. Ballman, P.E., CFM, Principle Engineer; Agency's designated administrator of this Agreement shall be Rich Boyer, Water Resources Engineer.

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

TO AGENCY

Name: **Rich Boyer, Water Resources Engineer**

Address: 893 Blanco Circle
Salinas, CA 93901

Telephone: (831) 755-4894

Fax: (831) 424-7935

E-Mail: boyerr@co.monterey.ca.us

TO CONTRACTOR

Name: **Edward D. Ballman, P.E., CFM,**

Address: 800 Bancroft Way, Suite 101
Berkeley, CA 94710

Telephone: (510) 704-1000 ext. 203

Fax: (510) 704-1001

E-Mail: eballman@balancehydro.com

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

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

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

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

Exhibit A – Scope of Work / Work Schedule

Exhibit B - Payment Provisions

Exhibit C - Electronic Deliverables

Exhibit D - Insurance Certificates

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

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

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

**MONTEREY COUNTY WATER
RESOURCES AGENCY**

CONTRACTOR

BY:

David E. Chardavoyne
Interim General Manager

Date:

BY:

_____ D _____

Type Name: _____

Title: _____

Date:

BY:

Type Name: _____

Title: _____

Date:

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

* 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.

(Balance Hydrologics, Inc.)
Agreement/Amendment No # (_____)

Approved as to form:

Approved as to fiscal provisions:

Deputy County Counsel

Administrative Analyst

Dated: _____

Dated: _____

Risk Management:

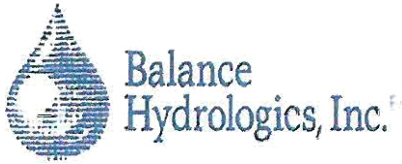
Auditor-Controller:

Dated: _____

Dated: _____

EXHIBIT A

SCOPE OF WORK / WORK SCHEDULE



SECTION 1: APPROACH TO WORK

PROPOSED TECHNICAL APPROACH

Our technical approach has been developed to provide a focused, practical, and implementable assessment of issues associated with understanding and managing non-winter drainage into Carr Lake.

The Agency's proposed overall approach of dividing the potential work into what are essentially two phases is a very practical way of addressing the issues in a methodical manner. The first phase of work (Tasks 1 through 4) would focus on understanding the magnitude and timing of non-winter inflows to the Carr Lake bed and how the current condition of the channel network in relation to the outflow controls at Main Street may be hindering conveyance and discharge of those inflows to the downstream Reclamation Ditch. Naturally, this process will also require a fundamental appreciation of the needs of the agricultural users of the lakebed with respect to such controlling factors as depth to groundwater, site access, and maintenance to name but a few. This first phase of work would provide the specific information necessary to identify the degree to which non-winter inflows may be affecting land use flexibility, whether gravity drainage is a viable long-term solution for any problems so noted, and the type and capacity of a pump system solution if it is found to be required. Compiled in a comprehensive and clear manner in the Preliminary Engineering Design Report, this information will be sufficient for the Agency to inform the pertinent stakeholders and reach consensus on the best overall approach moving forward.

The second phase of the work would only be initiated at the direction of the Agency, and the associated work plan has been configured on the assumption that a pump system solution might be needed. However, it is important to note that the first phase of work may indeed conclude that gravity drainage can be a viable long-term solution. In the latter case, the Balance Hydrologics team could provide similar project implementation services (e.g. as per Tasks 5 through 11) but quite possibly at a considerably reduced level of effort though covering the full range of needs from preparation of project PS&E documentation to permitting and construction support.

WORK PLAN

PHASE 1 WORK

TASK 1 – REVIEW EXISTING REPORTS AND TOPOGRAPHIC INFORMATION

This task includes a project initiation meeting with Agency staff to clarify team roles and assure that there is a clear understanding of the scope and direction of the work to be completed. Following on that meeting, Balance Hydrologics will work with the Agency to compile additional documents and mapping that we may not already have in our archives. Each of the core team members (Balance Hydrologics, Whitson Engineers, and Denise Duffy & Associates) will be assigned specific areas of the compiled information to review and assimilate (hydrology, topography, and biology respectively).

Our past work at the Carr Lake site and adjoining properties (e.g. the proposed Salinas Soccer Complex site) lead us to believe that supplemental field survey work will be a key component of the Task 1 work. The generally flat configuration of the channel network in the lake bed creates the potential for differential settlement and sediment

deposition that can be factors affecting the efficacy of conveyance for non-winter flows. Fortunately, a sufficiently detailed survey program can supplement existing topographic information in a manner that allows for a clear understanding of channel conveyance capacity. The survey extents will include all of the major channels in the lake bed as shown in Figure 1.

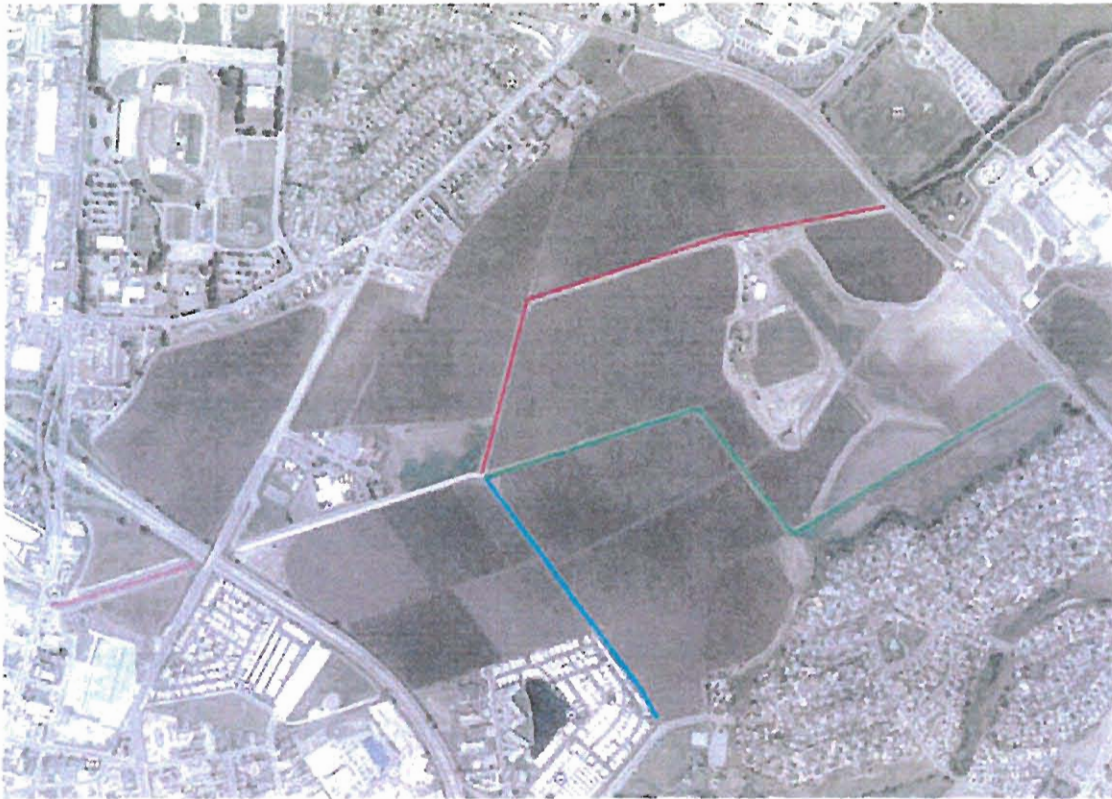


Figure 1 Proposed extents of detailed channel survey work within the Carr Lake bed. Channel reaches include Gabilou Creek (red), Natividad Creek (green), upper Reclamation Ditch (Ahsal Creek, blue), middle Reclamation Ditch (white) and lower Reclamation Ditch to the Main Street weir (magenta).

Specific components of the survey effort include:

- Locating and surveying to project datum approximately 6 staff gauges (to be set by Balance Hydrologics as part of the monitoring program).
- Surveying water surface elevation, flow line, and "bottom of muck" elevation at approximately 100' intervals for all channels.
- Surveying approximately 10 channel cross-sections, at locations as directed by Balance.
- Locating and surveying to datum structures which are within the channels, including approximately three bridges, two weirs, and a half dozen culverts.
- Performing a limited topographic survey of the "Four Corners" area and other location where project infrastructure may be located.



The information collected under the survey sub-task will be compiled with the best available outside information to create a comprehensive project work map that will provide a suitable base for the remaining project work up to and including construction documents if needed as per Phase 2 of the project work.

TASK 1 DELIVERABLES:

- Digital and hard copy versions of the project work map with complete background and project specific survey data.

TASK 2 - REVIEW EXISTING FLOW DATA ANALYSIS

A fundamental understanding of the magnitude and timing of non-winter inflows to the lake is essential for identifying opportunities and constraints associated with drainage. Work in this task will consist of compiling available monitoring data related to summer period flows in the channels both upstream and downstream of the lake. Data review will certainly include those gage records identified in the RFP (e.g. Gabilan Creek at Old Stage Road and the Reclamation Ditch at San Jon Road) to be supplemented by other pertinent data that may have been collected by others (such as the City of Salinas) as part of ongoing monitoring programs. The available data will be compiled and analyzed for key metrics for the period from April 15 to October 15 including: average daily and monthly discharge, peak instantaneous flow rates (as allowed by gage sampling interval) and correlation between upstream and downstream flow statistics. With Agency permission and coordination, the project team will also interview stakeholders familiar with the site (e.g. the Hibino, Higashi, and Ikeda families) to better understand perceptions on how dry-season drainage may have been changing over the years.

TASK 2 DELIVERABLES:

- Preparation of flow characteristic summaries from available data for inclusion in the Preliminary Engineering Design Report

TASK 3 - HYDRAULIC ANALYSIS & PRELIMINARY ENGINEERING

Work under this task will fall under two main sub-tasks: identifying issues and solutions and compiling parameters for a pump system if found to be necessary to meet drainage objectives.

As mentioned above, proper characterization of the non-winter inflows to the lake is critical for developing appropriate channel geometries (width, depth, and particularly slope) and for sizing any required pumping infrastructure. Therefore, the Balance Hydrologics team will carry out a focused monitoring program to directly measure dry-season flows at key control points to inform the selection and implementation of the longer-term management approach. The monitoring program will include:

- Installation of a flow gaging station in the outlet channel (Reclamation Ditch) of the lake. The station will likely be situated at or near the Main Street weir and will include a continuous sampling level logger and staff plate to allow for development of a low-flow rating curve and corresponding continuous discharge record for the Summer 2014 period.
- Installation of staff plates at five additional locations (upper end of the three main channels at Laurel (Gabilan and tributary plus Natividad), at Madeira (Reclamation Ditch inflow) and at the "Four Corners").



- Flow measurements during monitoring site visits (at least three planned) at each of the above referenced inflow locations to correlate with the continuous flow record compiled at the outlet.

Concurrently with the flow monitoring work, Balance Hydrologics engineers will complete hydraulic calculations and modeling to assess the capacity of the channel network for proper drainage under existing conditions and use the same tools to identify alternative channel configurations (e.g. restored slopes) that would be needed to appropriately discharge non-winter flows under both gravity-flow and pumped configurations.

The second main thrust of the Task 3 work will be development of pump system parameters at a preliminary design level. This will include, but not be limited to: pump type selection, required operating criteria (horsepower, head), power supply, inlet configurations, and piping and outfall needs. Work from the first part of Task 3 will directly inform such questions as pump trigger levels, peak flow requirements, and power needs. Siting options for a pump station will be an obviously important consideration that will need to include access and ongoing maintenance activities to be explicitly considered. Whitson Engineers has a long-standing relationship with Edwin (Ned) Lofink, P.E., C.E.M. who will provide additional mechanical engineering and pump station design input as needed.

Task 3 will also include active participation from staff at Denise Duffy & Associates to assure that alternatives that are considered include early evaluation of potential regulatory agency permitting consideration to better inform selection of the preferred long-term drainage management program.

TASK 3 DELIVERABLES (ALL FOR INCLUSION IN THE TASK 4 PRELIMINARY ENGINEERING DESIGN REPORT):

- Calculations and hydraulic modeling files to support retrofit and design.
- Revised geometries for the three main Carr Lake channel and Reclamation Ditch to Main Street as needed to achieve identified drainage improvement objectives.
- Full preliminary design parameters for any required pump station including operational and performance criteria and cost estimate.

TASK 4 PREPARE HYDRAULIC ANALYSIS / PRELIMINARY ENGINEERING REPORT

Task 4 work will be focused on preparing draft and final versions of the Preliminary Engineering Design Report (PEDR). The objective is to provide the Agency with a complete and clear summary of the work conducted under the previous three tasks that includes sufficient detail to coordinate discussions with pertinent stakeholders, understand the issues and constraints related to managing non-winter flows, and decide on the appropriate long-term management approach.

Preparation of the draft PEDR will include initial consultations (as approved and coordinated with Agency staff) with the most important regulatory agencies to brief them on the issues and proposed solutions so that the preferred management approach has an initial vetting with respect to ultimate project approvals. The draft PEDR will be submitted to the Agency for review and comment, and the Balance Hydrologics team will work closely with staff to assure that the final PEDR addresses concerns and needs in a comprehensive manner.

TASK 4 DELIVERABLES

- Draft PEDR including text, tables and figures and preliminary drainage solution drawings and cost estimates.
- Final PEDR incorporating comments and feedback from Agency staff.

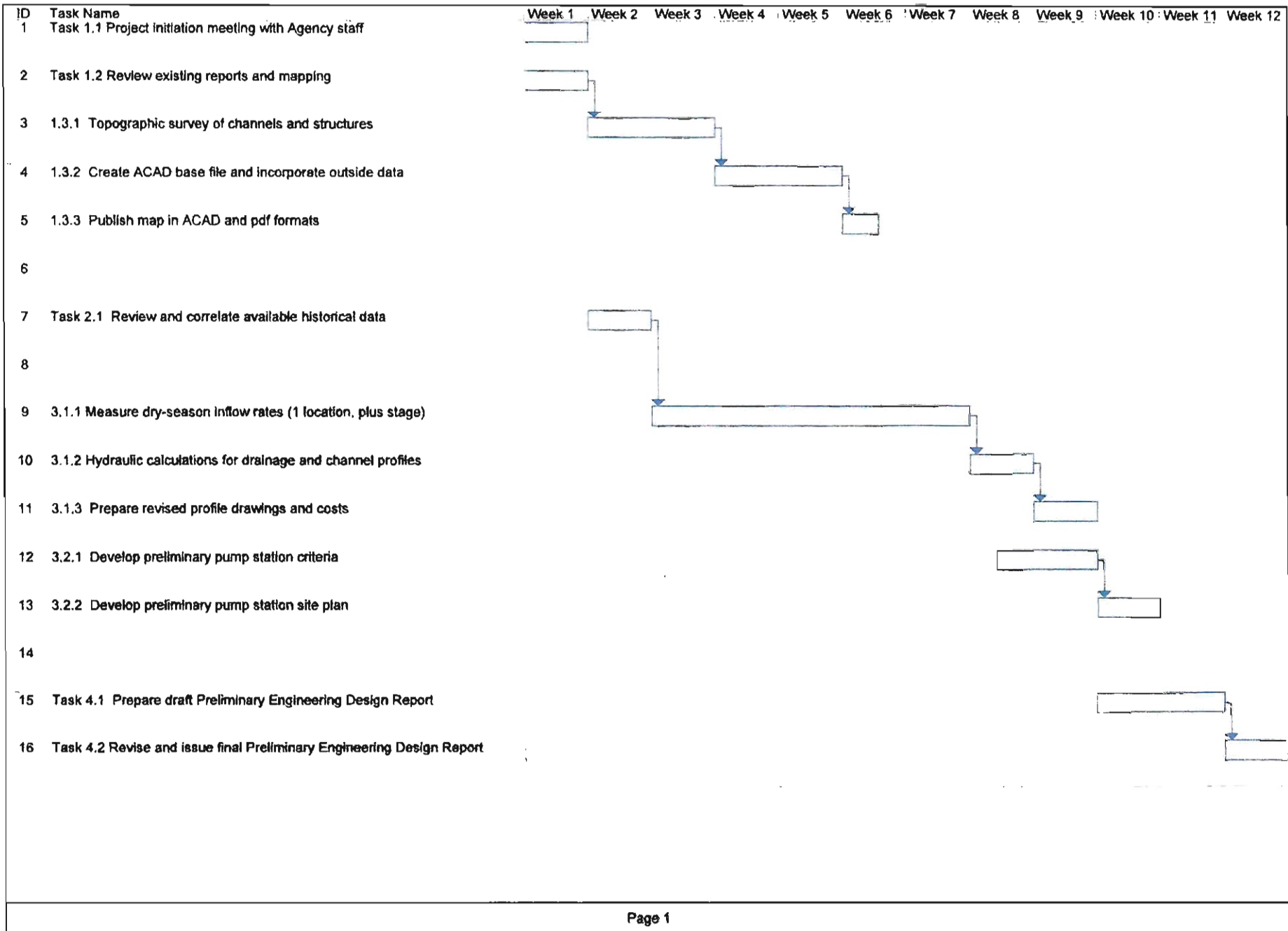


EXHIBIT B

PAYMENT PROVISIONS

Subject to the maximum amount payable under this agreement and for the professional services scope of work defined in Exhibit A, the Agency shall pay Consultant in accordance with the standard terms and rates contained in Exhibit A.

**PROFESSIONAL FEE SCHEDULE, 2013-2014
BALANCE HYDROLOGICS, INC.
(Effective November 1, 2013)**

Scientific and Engineering Staff[†]	<u>Hourly Rate</u>
Senior Principal	\$210
Principal	\$175
Senior Specialist	\$155
Senior Professional	\$155
Project Professional	\$140
Senior Staff Professional	\$130
Staff Professional	\$115
Assistant Professional	\$105
Junior Professional	\$85
Support Staff	
GIS Senior Analyst	\$110
GIS/CADD Specialist	\$95
Senior Project Administrator	\$80
Senior Report Specialist	\$80
Technical Typist	\$68
Hydrologic Technician	\$70

- Mileage will be charged at \$0.60/mile (2WD) and \$0.63/mile (4WD, if 4WD needed).
- Rental vehicles will be charged at cost + 7.5%.
- Nominal use charges are applied for certain field and analytical instruments; fees vary with the nature, duration, and frequency of use. Rate schedule available on request.
- Per diem rates will be charged according to those rates set by the General Services Administration (www.gsa.gov) based on location, or nearest location to project site.
- Project-related expenses will be billed at cost plus 7.5%, including work by outside consultants and analytical or testing laboratories.
- Certain surcharges and minimums apply to courtroom or hearing testimony; particulars available upon request.

^{*} Reimbursable charges for mileage are subject to change based upon prevailing IRS rates.

[†] Includes environmental scientists and engineers practicing in hydrology, geology, soil and watershed sciences, and civil and erosion-control engineering.

WE WHITSON ENGINEERS

9699 Blue Larkspur Lane • Suite 105 • Monterey, CA 93940
831 649-5226 • Fax 831 373-5065

FEE SCHEDULE

<u>Category</u>	<u>Hourly Rate</u>
Office	
Principal Engineer	\$ 195.00
Senior Civil Engineer	\$ 160.00
Civil Engineer	\$ 140.00
Land Surveyor	\$ 150.00
Associate Engineer / Surveyor	\$ 130.00
Assistant Engineer / Surveyor	\$ 110.00
Senior Engineering / Survey Technician	\$ 105.00
Engineering / Survey Technician	\$ 100.00
Administrative Support	\$ 65.00
Engineering Aide	\$ 65.00
Expert Witness / Court Hearing	\$ 250.00
Field Surveying*	
One Person Survey Crew (Prevailing Wage)	\$ 160.00
Two Person Survey Crew (Prevailing Wage)	\$ 260.00
Three Person Survey Crew (Prevailing Wage)	\$ 350.00
Field SWPPP Monitoring	
Assistant Engineer (SWPPP Inspector)	\$ 85.00
All Other Categories	same as Office Rates
Reimbursables	
Professional Services By Others	Cost Plus 10%
In-House Large Format Plotting / Copies (Black & White Bond)	\$0.50 / S.F.
In-House Plots, Prints, Copies (Color/Special Media)	Rates vary, available upon request
In-House Prints / Copies (Black & White)	\$0.10/sheet for 8.5x11, \$0.50/sheet for 11x17
Materials, Postage, Reproduction, Telephone	Cost Plus 10%
Mileage	Per Current Federal Rate

*Survey Crew rates are Prevailing Wage
Rates effective July 1, 2012

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Table 2. Estimated Costs
Analysis of Non-Winter Drainage into Carr Lake for Monterey
County Water Resources Agency

Professional Fees, Tasks 1 through 4		Allocation
Balance Hydrologics		\$19,843
Whitson Engineers		\$21,915
Lofink		\$2,979
Denise Duffy & Associates		\$4,700
Labor Subtotal (Tasks 5.1.1-5.4.2)		\$49,437
Expenses, Tasks 1 through 4		Allocation
Balance Hydrologics		\$600
Whitson Engineers		\$200
Lofink	(expenses included above)	n.a.
Denise Duffy & Associates	(expenses included above)	n.a.
Expenses Subtotal (Tasks 5.1.1-5.4.2)		\$800
Estimated Total (Tasks 5.1.1-5.4.2)		\$50,237
Professional Fees, Optional Tasks 5 through 11		Allocation
Balance Hydrologics		\$6,500
Whitson Engineers		\$76,000
Denise Duffy & Associates		\$21,600
Labor Subtotal (Optional Task 5.5)		\$104,100
Expenses, Optional Task 5.5		Allocation
Balance Hydrologics		\$200
Whitson Engineers		\$800
Denise Duffy & Associates	(expenses included above)	n.a.
Expenses Subtotal (Optional Task 5.5)		\$1,000
Estimated Total (Optional Task 5.5)		\$105,100
ESTIMATED TOTAL (with all Optional Tasks)		\$155,337

EXHIBIT C

ELECTRONIC DELIVERABLES

Where feasible, all documents resulting from activities in Exhibit A shall be provided in an Electronic format. The form shall conform with those listed below.

To make the conversion of a document to an electronic/CD as efficient and compact (file size) as possible the Contractor will provide the information to the Agency as follows:

1. Text – MS Work
2. Spreadsheets – MS Excel
3. Arcview – New EPS @ 300 dpi
4. Auto CAD – EPS @ 300 dpi
5. Other programs – consult with Agency Staff on required output. In general, EPS at 300 dpi should suffice.

Documents that are scanned and then converted to EPS or any other delivery format are not acceptable.

In lieu of delivering document in above forms:

The Contractor may produce the entire document in PDF format. The product shall be free from formatting, font, and resolution problems that prevent making the document legible.

EXHIBIT D

INSURANCE CERTIFICATES

Certificates for Insurance and Endorsement forms, as required in Section 6. Insurance, follow.

**MONTEREY COUNTY WATER RESOURCES AGENCY
BOARD OF DIRECTORS**

MEETING DATE:	January 27, 2014	AGENDA ITEM:	
AGENDA TITLE:	Consider approving Amendment No. 1 to the professional services agreement with FISHBIO in the amount of \$237,000 to provide fisheries monitoring work in support of the Salinas Valley Water Project through June 30, 2014; and, authorizing the General Manager to execute the Amendment.		
Consent ()		Action (X)	
Information ()			
SUBMITTED BY:	Robert Johnson	PREPARED BY:	Elizabeth Krafft
PHONE:	(831) 755-4860	PHONE:	(831) 755-4860
DEADLINE FOR BOARD ACTION:	January 27, 2014		

RECOMMENDED BOARD ACTION:


Approve Amendment No.1 to the professional services agreement with FISHBIO in the amount of \$237,000, which is included in the FY 2013-14 approved Budget, to provide fisheries monitoring work in support of the Salinas Valley Water Project (SVWP) through June 30, 2014; and, authorize the General Manager to execute the Amendment.

PRIOR RELEVANT BOARD ACTION:

On August 27, 2012 the Board of Directors approved a professional services agreement with FISHBIO in the amount of \$382,623 to provide fisheries monitoring work in support of the Salinas Valley Water Project.

DISCUSSION/ANALYSIS:

The Monterey County Water Resources Agency finalized construction of the SVWP in 2010 triggering the fisheries monitoring conditions in the various permits required for the project. While the Agency performs much of the required monitoring in house, consultant assistance is needed for three components relating to the life cycle monitoring of steelhead trout (*O. mykiss*): 1) smolt outmigration; 2) adult upstream migration; 3) index reach monitoring. The purpose of Amendment No. 1 is to allow the fisheries monitoring work required in the National Marine Fisheries Service’s Biological Opinion for the SVWP to continue until the end of the 2013/2014 fiscal year. With the addition of Amendment No. 1, the contract total will be \$619,623. It is anticipated that a new contract based on the current Request for Proposal process will be implemented for July 1, 2014 to June 30, 2015 to allow the contract period to track with the Agency’s fiscal year.

FINANCIAL IMPACT:	YES (X) \$237,000 NO ()
FUNDING SOURCE:	Fund 115
COMMITTEE REVIEW AND RECOMMENDATION:	1. The Finance Committee recommended approval for consideration by the full Board at their January 17, 2014 meeting.
ATTACHMENTS:	<ul style="list-style-type: none"> 1. Board Order 2. Amendment No. 1 3. Original Agreement
APPROVED:	<div style="text-align: center;">  General Manager Date </div>



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

BOARD ORDER No. _____

APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES)
AGREEMENT WITH FISHBIO IN THE AMOUNT OF \$237,000)
TO PROVIDE FISH MONITORING SERVICES IN SUPPORT OF THE)
SALINAS VALLEY WATER PROJECT THROUGH JUNE 30, 2014;)
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. 1 to the professional services agreement with FISHBIO in the amount of \$237,000 to provide fish monitoring activities in support of the Salinas Valley Water Project through June 30, 2014; and,
2. Authorizes the General Manager to execute the Amendment.

PASSED AND ADOPTED on this 27th day of January 2014 by the following vote, to-wit:

AYES:

NOES:

ABSENT:

BY: Chair
Board of Directors

ATTEST: David E. Chardavoyne
General Manager

AMENDMENT No. 1

to

Agreement for Professional Services

between

Monterey County Water Resources Agency and FISHBIO

The undersigned parties hereby agree to amend that certain Agreement for Professional Services between the Monterey County Water Resources Agency (hereinafter "Agency") and FISHBIO (hereinafter "CONTRACTOR") executed and effective on November 29, 2012, and amended on January 27, 2014 (hereinafter "Agreement").

Section 2 of the Agreement is hereby amended to read as follows:

Term of Agreement: The term of this Agreement shall begin upon execution of this Agreement by CONTRACTOR and Agency, and, unless earlier terminated as provided herein, shall remain in force until: **June 30, 2014**

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 Exhibit B. The maximum amount payable to CONTRACTOR under this contract is:

Original Agreement	\$ 382,623
<u>Amendment No. 1</u>	<u>\$ 237,000</u>
Total:	\$ 619,623

The maximum amount payable to CONTRACTOR under this Agreement is **\$619,623**.

All other provisions of the Agreement shall 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**

FISHBIO

David E. Chardavoyne, General Manager

By _____
(signature)

DATED: _____

(print name and title)*

DATED: _____

By _____
(signature)

(print name and title)*

DATED: _____

* 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.

**FISHBIO
Amendment No. 1**

* * * * *

Approved as to form:

Approved as to fiscal provisions:

Deputy County Counsel

CAO Analyst

Auditor-Controller

DATED: _____

DATED: _____

DATED: _____

2. Term of Agreement. The term of this Agreement shall begin upon execution of this Agreement by CONTRACTOR and Agency, and, unless earlier terminated as provided herein, shall remain in force until the work required by this Agreement is completed.

3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR the amounts provided in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is three hundred eight two thousand six hundred twenty three dollars
(\$ 382,623.00).

4. Monthly Invoices by CONTRACTOR; Payment.

- (a) CONTRACTOR shall submit to Agency an invoice, in a format approved by Agency, setting forth the amounts claimed by CONTRACTOR, together with an itemized basis for such amounts, and setting forth such other pertinent information Agency may require. CONTRACTOR shall submit such invoice monthly or as agreed by Agency, but in no event shall such invoice be submitted later than 30 days after completion of CONTRACTOR's work hereunder. Agency shall certify the claim if it complies with this contract and shall promptly submit such claim to the Monterey County Auditor-Controller, who shall pay the certified amount within 30 days after receiving the invoice certified by Agency. It is understood and agreed that CONTRACTOR shall complete all work described in Exhibit A for an amount not exceeding that set forth above, notwithstanding CONTRACTOR's submission of periodic invoices.
- (b) CONTRACTOR agrees that Agency may withhold ten percent (10%) 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 stated in this Agreement.

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

connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence, active negligence, or willful misconduct of the Agency. CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subCONTRACTORS.

6. Insurance.

6.1 Evidence of Coverage:

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

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

6.2 Qualifying Insurers:

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

6.3 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

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

6.4 Other Insurance Requirements.

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

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

Commercial general liability and automobile liability policies shall provide an endorsement naming the Monterey County Water Resources Agency and the County of Monterey, their officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County

and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

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

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

7. Maintenance of Records. CONTRACTOR shall prepare, maintain and preserve all reports and records that may be required by federal, State, and local rules and regulations relating to services performed under this Agreement. CONTRACTOR shall retain all such records for at least five years from the date of final payment, or until any litigation relating to this Agreement is concluded, whichever is later.

8. Right to Audit at Any Time. Agency officials shall have the right, at any time during regular working hours and on reasonable advance notice, to examine, monitor and audit all work performed and all records, documents, conditions, activities and procedures of CONTRACTOR or its subCONTRACTORS relating to this Agreement. Government Code Section 8546.7 provides that an audit by the State Auditor General may be performed up to three years after the final payment under any contract involving the expenditure of public funds in excess of \$10,000.

9. Confidentiality; Return of Records. CONTRACTOR and its officers, employees, agents, and subCONTRACTORS shall comply with all federal, State and local laws providing for the confidentiality of records and other information. To the extent permitted by applicable law and regulations, CONTRACTOR shall maintain confidentiality with respect to Agency's well database and other water use data.

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

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

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

12. Non-Discrimination. Throughout the performance of this Agreement, CONTRACTOR will not unlawfully discriminate against any person because of race, color, religion, gender, national origin, ancestry, physical disability, medical condition, marital status, age older than 40, or sexual preference, 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
Doug Demko and Ryan Cuthbert

Agency's designated administrator of this Agreement shall be
Elizabeth Krafft

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
Name: MCWRA
Address: PO Box 930
Salinas, CA 93902

Telephone: 831.755.4860
Fax: 831.424.7935
E-Mail: krafftea@co.monterey.ca.us

TO CONTRACTOR
Name: Doug Demko, Principal FISHBIO
Address: 1617 S. Yosemite Avenue
Oakdale, CA 95361

Telephone: 209.847.6300
Fax: 209.847.1925
E-Mail: dougdemko@fishbio.com

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

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

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

31. Exhibits. The following Exhibits are attached hereto and incorporated by reference:
Exhibit A - Scope of Work/ Work Schedule
Exhibit B - Budget
Exhibit C -

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

MONTEREY COUNTY WATER RESOURCES AGENCY
AND FISHBIO
AGREEMENT FOR SERVICES

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

**MONTEREY COUNTY WATER
RESOURCES AGENCY:**

CONTRACTOR:

BY:

David E. Chardavoyne

BY:



David E. Chardavoyne
Interim General Manager

Type Name: Doug Demko
Title: Principal

Date:

11/29/12

Date:

10/23/12

BY:

Type Name: _____

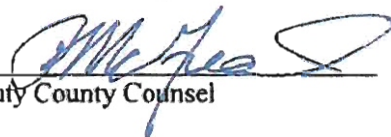
Title: _____

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/Amendment No # (_____)

Approved as to form ¹:



Deputy County Counsel

Dated: 11/16/12


Approved as to fiscal provisions:



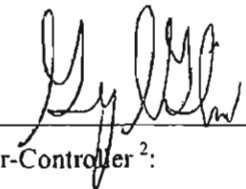
Administrative Analyst

Dated: 11-28-12

RISK MANAGEMENT
COUNTY OF MONTEREY
APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE
Risk Management

By: 

Dated: 11-16-12



Auditor-Controller ²:

Dated: 11-16-12

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

² Approval by Auditor-Controller is required

EXHIBIT A

EXHIBIT A
Scope of Work/Work Schedule

This scope of work pertains to fisheries monitoring on the Salinas, Nacimiento and Arroyo Seco Rivers. (Detailed operating procedures, including monitoring of environmental variables and equipment maintenance are attached as Appendices to this scope.)

Task 1. Adult Upstream Migration (Adult Escapement)

Sub-task 1.1 Project Planning

FISHBIO, under the oversight of the Monterey County Water Resources Agency (Agency) will revise operations plan, build relationships with landowners, obtain required scientific collecting permits as well as other pertinent authorizations, and use existing equipment to install and operate a weir and Riverwatcher on the Salinas River (near the Salinas River Diversion Facility at the same location used in 2010 and 2011) to meet current and future monitoring goals as determined by the Agency.

Sub-task 1.2 Weir and Riverwatcher Installation, Operation and Removal

FISHBIO will install the Weir and Riverwatcher on the Salinas River near Marina, CA by November 30 in anticipation of a December 1 monitoring season start date. FISHBIO will implement unique, site-specific installation techniques developed during the 2010 and 2011 monitoring seasons. These techniques are very important to successful weir operation given the site characteristics (i.e. sand substrate, tidal influence, etc.). The monitoring protocols in Appendix A will be followed.

Sub-task 1.3 Data Management and Reporting

Field staff will enter all data into an Access database a minimum of three times per week and electronic data will be checked for accuracy "line by line" against the original data sheets for quality assurance. Digital photographs of field activities, equipment and fish species will be taken and provided to the Agency.

FISHBIO will distribute real-time summaries of events that deserve special attention in the form of e-mails and phone conversations. This includes results of mark-recapture studies, equipment problems or other crucial information. A comprehensive mid-season monitoring technical memorandum (tech memo) will be provided to the Agency. At the end of the monitoring season, FISHBIO will prepare a written report describing the year's events and study findings. The report will include a detailed description of the project locations and physical attributes, sampling and analytical methods, results, conclusions and recommendations for future efforts.

All raw data will be provided to the Agency in Access and a summarized file in Excel, and the annual report will be provided electronically in both .pdf and MS word format by June 1.

Task 2. Smolt Outmigration Monitoring (Rotary Screw Traps)

Subtask 2.1 Project Planning

FISHBIO, under the oversight of the Agency will revise operations plan, build relationships with landowners, obtain required scientific collecting permits as well as other pertinent authorizations, and use existing equipment to install and operate Rotary Screw Traps (RSTs) on the Salinas, Arroyo Seco and Nacimiento Rivers to meet current and future monitoring goals as determined by the Agency.

Subtask 2.2 RST Installation, Operation and Removal

Once all permits and landowner authorizations have been secured, a team of 4-6 experienced technicians will install the RSTs prior to March 15th, operate the RSTs through May 31st, and remove, clean, repair, and prepare the traps for storage. Traps will be installed using a variety of techniques developed and improved during the 2010-2012 monitoring seasons. The protocols in Appendix B will be utilized.

Three RSTs (Salinas, Arroyo Seco and Nacimiento) will be operated seven days per week March 15th to May 31st to determine the timing and abundance of juvenile steelhead migration in the Salinas River Basin. Traps will be removed within a few days following the end of the monitoring period and will be pressure washed, inspected for any damage that may have occurred during the operating season and any necessary repairs will be made. Traps will be transported to a location chosen by the Agency for off-season storage.

Sub-task 2.3 Data Management and Reporting

Field staff will enter all data into an Access database a minimum of three times per week and electronic data will be checked for accuracy "line by line" against the original data sheets for quality assurance. Digital photographs of field activities, equipment and fish species will be taken and provided to the Agency.

FISHBIO will distribute real-time summaries of events that deserve special attention in the form of e-mails and phone conversations. This includes results of mark-recapture studies, equipment problems or other crucial information. A comprehensive mid-season monitoring technical memorandum (tech memo) will be provided to the Agency. At the end of the monitoring season, FISHBIO will prepare a written report describing the year's events and study findings. The report will include a detailed description of the project locations and physical attributes, sampling and analytical methods, results, conclusions and recommendations for future efforts.

All raw data will be provided to the Agency in Access and a summarized file in Excel, and the annual report will be provided electronically in both .pdf and MS word format by August 1.

Task 3. Index Reach Surveys

Sub-task 3.1 Project Planning

FISHBIO, under the oversight of the Monterey County Water Resources Agency (Agency) will create or revise operations plan, build relationships with landowners, obtain required scientific collecting permits as well as other pertinent authorizations, and use existing equipment to conduct index-reach surveys on the Arroyo Seco and Nacimiento Rivers in a manner consistent with 2010 and 2011 surveys and to meet current and future goals as determined by the Agency.

FISHBIO will perform a reconnaissance survey of the entire Nacimiento River (approximately 10 river miles) under minimum flow conditions (60 cfs) to identify survey sites conducive to electrofishing depletion sampling. In the event that insufficient electrofishing depletion sampling sites are identified, then multi-pass dive counts in the Nacimineto River would be warranted.

Sub-task 3.2 Conduct Index-Reach Surveys and Associated Activities

FISHBIO will utilize operational procedures as outlined in Appendix C to conduct the index reach surveys and/or snorkeling surveys.

Sub-task 3.3 Data Management and Reporting

Field staff will enter all data into an Access database a minimum of three times per week and electronic data will be checked for accuracy "line by line" against the original data sheets for quality assurance. Digital photographs of field activities, equipment and fish species will be taken and provided to the Agency.

FISHBIO will distribute real-time summaries of events that deserve special attention in the form of e-mails and phone conversations. This includes results of mark-recapture studies, equipment problems or other crucial information. A comprehensive mid-season monitoring technical memorandum (tech memo) will be provided to the Agency. At the end of the monitoring season, FISHBIO will prepare a written report describing the year's events and study findings. The report will include a detailed description of the project locations and physical attributes, sampling and analytical methods, results, conclusions and recommendations for future efforts.

All raw data will be provided to the Agency in Access and a summarized file in Excel, and the annual report will be provided electronically in both .pdf and MS word format.

Task 4. On-call Services

FISHBIO will provide on-call services, including emergency services outside of normal business hours to the Agency as requested for the duration of this contract. Since the frequency or necessity on-call services is not known, FISHBIO will invoice the Agency based on a time and materials basis as shown in Table 1.

APPENDIX A: PORTABLE RESISTANCE BOARD WEIR AND VAKI RIVERWATCHER MONITORING PROTOCOL – SALINAS RIVER

General Instructions

Safety should always be your primary concern. Never perform a task if it cannot be performed safely. Stay aware of your surroundings and possible hazards at all times. Make suggestions about improvements to safety procedures to your partner in the field, project field leader, and/or to the project manager.

A minimum of two crewmembers will operate the trap at any time. At least one crewmember must have a working cell phone when in the field. Life-jackets are to be worn at all times while in a boat, on the weir, or in the river. First aid kits, emergency road flares, and fire extinguishers will be maintained in all vehicles and boats.

Weirs and associated rigging are a possible hazard to boaters, swimmers and others using the river. Wires and cables should be marked with bright colored flagging or reflection tape to be easily seen. Signs should be positioned both upstream and downstream of the weir to instruct boaters and swimmers how to avoid the trap. A sign should also be positioned adjacent to the Weir to instruct the public on the associated dangers of the Weir. Other protective measures may include flashing lights to improve the visibility of boat passage and rigid components of the weir.

Weir Operation and Maintenance

Installation

Typically, a portable resistance board weir and Riverwatcher requires two days to install and can be removed in one day. A Weir is composed of four main components: a substrate rail, rigid weir, resistance weir, and modified fish passage resistance panel (Figure A-1). Refer to Cuthbert (2012) for detailed installation instructions; whereby, this particular installation requires skilled technicians that are SCUBA certified with experience using air tools in an aquatic environment due to the very poor visibility caused by high turbidity levels in the Salinas River. SCUBA divers essentially have to install the substrate rail without sight.



Figure A-1. Photos of a section of substrate rail prior to installation (left), rigid weir installed in the Stanislaus River (left-center), technicians installing a resistance weir panel (right center), and modified fish passage resistance panel.

The fabrication and configuration of the weir generally followed guidelines found in Tobin (1994) and Stewart (2002, 2003); however, slight adjustments were made to



accommodate the site-specific attributes of this installation. For example, we modified the livebox to accommodate the Riverwatcher components and operational procedures were added to account for downloading the Riverwatcher data and inspecting the Riverwatcher components.

The Riverwatcher system was used in conjunction with the weir to monitor fish passage without the need to capture or handle fish. The Riverwatcher system is comprised of three main components: an infrared scanner, a digital video camera with lights housed in a stainless steel camera tunnel, and a computer system.

Weir Monitoring

The weir is inspected and cleaned a minimum of twice per week, and more frequently when debris loads are heavy. First and foremost the weir is inspected for any problems that could be a safety concern (i.e. boat passage issues, missing warning signs). The resistance weir panels should be inspected for broken stringers or PVC pickets and the resistance boards should be inspected for performance and function (i.e. correct board angles). The substrate rail and cable should be inspected for any cracked welds or frayed cables and the substrate should be monitored for scouring at or immediately adjacent to the weir and substrate rail.

Real-time river flows and precipitation will be monitored in relation to weir operation. In order to predict the proper operational time periods of the weir, flow and precipitation predictions will be monitored and weir operations will be determined based on predetermined "flow triggers". Precipitation predictions are obtained from a MCWRA climate consultant and flows predictions are obtained from the National Weather Service California Nevada River Forecast Center (<http://www.cnrfc.noaa.gov/graphicalRVF.php?id=SPRC1>) or the National Weather Service Advanced Hydrologic Prediction Service (<http://water.weather.gov/ahps2/hydrograph.php?wfo=mtr&gage=sprc1&view=1,1,1,1,1,1,1,1>).

The following "flow triggers" for the 2011/12 monitoring season were determined based on a combination of "flow triggers" from weir monitoring on the Stanislaus and Tuolumne River weirs and the characteristics of the Salinas River weir site (Table A-1).

Table A-1. Predicted Salinas River flow triggers at Spreckels and weir operational actions when triggers are activated.

Flow Trigger (Predicted)	Operational Action
>1,750 cfs sustained for greater than 24 hrs.	Remove weir prior to predicted flows reaching 1,200 cfs.
<500-600 cfs	Reinstall weir if the predicted flow is sustained at <1,750 cfs for 72 hrs or longer.

Bathymetry Monitoring

Using an auto-level and established benchmarks, transect data will be recorded to document riverbed bathymetry including top of bank/floodplain data in the vicinity of the weir. Transect locations will be marked with permanent reference stakes at the endpoints. Sampling of established transects will be recorded at regular intervals (every two weeks) over the sampling season. Additionally, transect data will be collected immediately following flow events (freshets or dam discharges) which will likely contribute to accelerated scour/sedimentation. Transect information will be collected at increasing distance intervals (no greater than 30 feet apart) above and below the weir. A control site should also be established adjacent to the weir site, preferably upstream, or otherwise beyond the influence of the weir where transect data will be concurrently collected. Transect data will be recorded at the following distance intervals:

1. 30 feet upstream
2. 10 feet upstream
3. At the substrate rail
4. 10 feet downstream (mid-panel)
5. 20 feet downstream (end of panel)
6. 30 feet downstream
7. 60 feet downstream
8. 90 feet downstream
9. 120 feet downstream

Additional transect(s) may be added if scour/sedimentation is evident beyond the proposed distances or additional detail is required. If a continuous record of river stage is required, water level data loggers (Onset, Pocasset, MA; U20) will be deployed in secured stilling wells above and below the weir.

Data Collection

Fish Passage Data

The Vaki Riverwatcher autonomously collects size, and timing data on each fish passage. A technician downloads the data during a daily weir check; if no technician is on-site the data can also be downloaded through a wireless VPN connection. The VPN connection is also used to check the connection status of the Riverwatcher.

Data downloads are imported to the Winari database back at the office. The Winari database is a tool provided by Vaki to aid in the efficient and effective review of the Riverwatcher data.

After each passage is identified to species, data is exported into an Excel spreadsheet and associated characteristics (e.g. fish condition and total length) are recorded for all fish passages, additional characteristics (e.g., gender, presence/absence of ad-clip, and silhouette quality) are recorded for each steelhead passage. Silhouette quality is used qualitatively to describe the confidence in the passage identification. A fish is ranked as "poor" when it is difficult to identify any of the morphologic features used to identify

steelhead from the given silhouette. A “fair” ranking is given when there is at least one morphologic feature identified in the silhouette, and a “good” ranking indicated that the majority of the morphologic features are identifiable in the silhouette. The daily passage counts, as well as the season total abundance, consists of net upstream passages (upstream passages – downstream passages).

The Riverwatcher system estimates total length based on the depth of the fish and a length coefficient. Due to the lack of site-specific morphometric data for adult steelhead, a user-defined coefficient was derived from a body depth to total length ratio from measurements of trapped fish and carcasses taken at the Stanislaus River Weir. The user-defined coefficient is applied to the Riverwatcher system’s estimated fish depths at the Salinas River Weir to estimate total length. The coefficient was derived by the following equation:

$$l = \frac{tl}{d}$$

where, l is the length coefficient, tl is the total length, and d is the body depth of the measured fish. The mean of the coefficients (lm) of all the measured fish was then used to estimate total length of the fish recorded by the Riverwatcher system using the following equation:

$$L = D * lm$$

where, L is the estimated total length, D is the body depth measured by the Riverwatcher system, and lm is the mean of coefficients. The user-defined coefficients derived from Stanislaus River Weir data are provided in Table A-2.

Table A-2. Winzari database user defined length coefficient means from 2003 through 2009 Stanislaus River Weir trapping and carcass data.

Species Name	Common Name	n	Length Coefficient
<i>Cyprinus carpio</i>	carp	12	3.7
<i>Ictalurus sp.</i>	catfish	2	4.5
<i>Ptychocheilus grandis</i>	Sacramento pikeminnow	1	5.2
<i>Catostomus occidentalis</i>	Sacramento sucker	13	5.6
<i>Oncorhynchus mykiss</i>	steelhead	16	4.8
<i>Morone saxatilis</i>	striped bass	16	4.5
Unidentified	unidentified	-	6.0

Carcass Data

If carcasses are recovered from the Weir they will be measured for length and body depth. They will be identified to species and pertinent scale or tissue samples will be taken and archived. Appropriate protocols for the processing of carcasses will be coordinated with a California Department of Fish and Game (CDFG) biologist. NMFS and CDFG will be contacted in the event that a steelhead carcass is recovered from the Weir.

Environmental Data

Physical data to be collected during each weir check includes water temperature (°F), dissolved oxygen (mg/L), turbidity (Nephelometric Turbidity Units; NTU), weather

conditions (RAN = rain, CLD = cloudy, CLR = clear, FOG = fog), and water velocity (ft/s) measurements at the opening of the livebox. Instantaneous water temperature and dissolved oxygen are recorded using an Exstick II model DO600 Dissolved Oxygen Meter (Extech Instruments Corporation, Waltham, Massachusetts, USA). Daily average water temperature is calculated from data that was logged hourly using a submersible temperature logger (Hobo Water Temp Pro V2, Onset Computer Corporation, Pocasset, MA). Instantaneous turbidity is recorded using a model 2020e Turbidimeter (LaMotte Co., Chestertown, Maryland, USA), and instantaneous water velocity is measured using a digital Flow Probe model FP-101 (Global Water Instrumentation, Inc., Gold River, California, USA). Additionally, daily average Salinas River flows (cubic feet per second; cfs) were downloaded from the United States Geological Survey (USGS) "Waterwatch" website (<http://waterwatch.usgs.gov>).

Literature Cited

- Cuthbert, R., and A. Fuller. 2012. Portable resistance board weir installation manual with emphasis on the Salinas River Weir Project. Prepared by FISHBIO for Monterey County Water Resources Agency, Salinas, CA.
- Stewart, R. 2002. Resistance board weir panel construction manual. Alaska Department of Fish and Game, Division of Commercial Fisheries, Artic-Yukon-Kuskokwim Region, Regional Information Report No. 3A02-21, Fairbanks, Alaska.
- Stewart, R. 2003. Techniques for installing a resistance board fish weir. Alaska Department of Fish and Game, Division of Commercial Fisheries, Artic-Yukon-Kuskokwim Region, Regional Information Report No. 3A02-21, Fairbanks, Alaska.
- Tobin, J.H. 1994. Construction and performance of a portable resistance board weir for counting migrating adult salmon in rivers. U. S. Fish and Wildlife Service, Kenai Fishery Resource Office, Alaska Fisheries Technical Report Number 22, Kenai, Alaska.

APPENDIX B: PROTOCOL FOR ROTARY SCREW TRAP OPERATIONS

Trapping Site Selection and Installation

FISHBIO personnel have found that the water depth should clearly exceed the radius of the cone, with a current velocity of at least 1.5 ft/s for the trap to operate effectively. Thus, RSTs are commonly positioned in the thalweg of the river channel where water velocities are greatest (Thedinga et al. 1994). When selecting a trapping site, it is important to consider the typical hydrograph of the stream under study, since many streams may experience large changes in flow over relatively short periods of time.

In order to ensure a consistent sampling record and avoid costly loss or damage of sampling gear, RSTs need to be secured using techniques appropriate for the sampling site. The two common methods used by FISHBIO are described below.

Method 1 - Overhead cable: The trap is held in place by a 3/8-inch overhead cable strung between two large trees (or a post if a second tree is not present) located on opposite banks. Cables fastened to the front of each pontoon are attached to the overhead cable.

Method 2 - Anchor The trap is positioned and secured in place by one 50 lb plow style anchor (Delta Fast-Set model, Lewmar, Havant, UK). The anchor is connected to the RST by 3/8-inch stainless steel cables via a yoke-style cabling system (resembling a "Y" shape), whereby, each end of the yoke is attached to the front of a pontoon. The downstream force of the water on the traps keeps the cables taut.

Backup and Safety

To prevent the traps from floating downstream should the anchor or overhead cable fail, all traps are equipped with a backup cable that is connected to the downstream side of the trap and secured to suitable structure (e.g. a tree) on the shore.

As RSTs may present a navigational hazard, flashing lights and flagging are placed on the traps and along the cabling to increase visibility. As an additional safety precaution, warning signs are posted at each trapping location to inform people of the inherent dangers and risks of injury posed by unauthorized handling of the RSTs.

Trap Monitoring and Maintenance

When the trap is not sampling for a short period (several days), the funnel of the RST is raised, preventing fish from entering the structure and becoming trapped. If sampling is interrupted for extended periods of time, the trap is removed from the river.

While in operation and regardless of trapping location, traps are checked at least once daily (generally in the morning), with additional maintenance and checks conducted as conditions require (e.g. during periods of peak migration, high flows, or high debris loads). During each trap check the contents of the liveboxes are removed and fish are

anesthetized for safe handling (Tricaine-S, Western Chemical Brand, Ferndale, WA). All fish are then identified to species, counted, and any marked fish are noted. In addition, subsamples for species of special interest are selected for further data collection in conformance with site-specific collection protocol. These fish are measured to the nearest millimeter (fork length, FL) and weighed (to nearest tenth of a gram) in a small, plastic container partially filled with stream water, which is tared prior to weighing each fish. Trout are assigned to a lifestage category based fork length (Table B-1), and, if applicable, a smolt category based on a seven category scale (Table B-2). Fish are then placed in a container with freshwater and allowed to recover before release.

Table B-1. Life stage categories for rainbow trout/steelhead (*O. mykiss*) based on forklenghts.

<i>O. mykiss</i>	<100 mm	young-of-the-year (YOY)
	100-299 mm	one year old or older (Age 1+)

Table B-2. Smolting appearance of all measured trout are rated based on a seven-category scale (Interagency Ecological Program, unpublished).

Smolt Categories	1	yolk-sac fry
	2	fry
	3	parr
	4	silvery parr
	5	smolt
	6	mature adult
	IAD	Immature adult

Following the processing, recovery and release of captured fish, traps are cleaned to prevent accumulation of debris that might impair trap rotation or cause fish mortality within the livebox. Trap cleaning includes removal of debris from all trap surfaces and from within the livebox. The amount of debris load in the livebox is estimated and recorded whenever traps are checked.

In addition, several measurements are taken to ensure proper positioning of the trap, proper trap function, and – if necessary – to estimate how long a trap operated effectively if it prematurely stopped (e.g., log jam).

- Instantaneous water velocity in front of the trap funnel (Flow Probe, Global Water, Model FP101, Gold River, CA).
- Number of rotations the funnel made in a 24 hour period (counted using a mechanical counter (Redington, Windsor, CT) mounted to the pontoon).
- Average daily trap rotation speed (estimated by recording the time (in seconds) for three continuous revolutions of the cone prior to and after the morning trap cleaning).

Environmental Variables

A number of environmental variables are recorded daily

- Instantaneous turbidity: measured in Nephelometric Turbidity Units (NTU) using a turbidity meter (LaMotte, Model 2020e, Chestertown, Maryland).
- Instantaneous water temperature and dissolved oxygen (DO): recorded using a

- DO meter (Exstick II model DO600, Extech Instruments Corporation, Waltham, MA)
- Instantaneous conductivity: recorded using a conductivity meter (ExStik II model EC500, Extech Instruments Corporation, Waltham, MA).
 - Daily average water temperature: calculated from hourly water temperature data that are logged using a submersible data logger (Hobo Water Temp Pro V2, Onset Computer Corporation, Pocasset, MA).
 - Average daily flow data: downloaded from U. S. Geological Survey (USGS), California Data Exchange (CDEC) or U.S. Army Corps of Engineers (USACE) gauging stations. Gauging stations for each trapping location are provided in the site specific appendices.

Estimating Trap Efficiency

As the RST only samples a fraction of the flow at any given time, and factors such as high flow, low turbidity, fish size and noise can reduce the efficiency of the RST (Volkhardt et al. 2007), the fraction of fish caught by the trap needs to be estimated. To obtain an estimate of trap efficiency, a known number of marked fish are released upstream of the RST. The fraction of marked fish recovered in the trap is indicative of the proportion of all migrating fish (under identical conditions) and can be used to estimate total abundance of individuals migrating downstream.

Whenever catches are sufficient to obtain a group of a pre-determined size (over no more than two days), naturally reared juveniles (rather than those of hatchery origin) are used to conduct these tests. If numbers caught at the trap are insufficient to estimate efficiency, fish may be obtained at a hatchery and transported to the trapping site.

Marking Procedure

To identify individuals belonging to the group released for estimation of trap efficiency, FISHBIO uses a photonic marking system (Day-Glo Color Corporation, Cleveland, OH). The fish are temporarily anesthetized (using Tricaine-S) and a marking gun uses compressed air to force a small amount of dye into the fish's fin tissue. Very little dye is actually injected into the fin tissue, leaving only a small mark that can be seen with careful examination of the fish. The dye is temporary and experiments have shown that it does not substantially affect fish health or survival. Use of this photonic marking technique allows for rapid application of marks to large numbers of individuals, and use of different colors and mark locations makes it possible for biologists to distinguish between release groups. Although the dye initially appears quite bold, it quickly fades to a faintly colored mark.

Naturally produced juveniles are marked onshore immediately adjacent to the traps and are then transported to the upstream release sites where they are held until release. Hatchery produced fish may be marked at the hatchery and then transported to the release site.

Holding Facility and Transport Method

Once fish are marked, they are transferred from liveboxes into either 5-gallon buckets or 20-gallon insulated coolers (depending on the quantity of fish, temperature, and distance traveled), and are transported by boat or truck upstream to the release sites. Release locations are generally 0.2 to 0.5 miles upstream of the trapping site, selected to be located far enough upstream to allow for an even distribution of marked fish, yet close enough to the trap to minimize predation of marked fish between release and recapture (Volkhardt et al. 2007).

Fish are held in livecars in the river for several hours to ensure full recovery prior to release. Livecars are constructed of 15" diameter PVC pipe cut into 34" lengths, with a rectangular window (approximately 6"x 23") covered with aluminum or stainless steel mesh to allow for adequate water circulation. Livecars are tethered to vegetation or other structures in areas of low water velocity to reduce fish stress.

Pre-release Inspection

Prior to release, marked fish undergo a second visual inspection to ensure proper mark retention. To help visualize the dye, the fish is placed on a black background and illuminated with an ultra violet light. Fifty fish (or the entire release group if fewer than 50 fish) are randomly selected from each release group, anesthetized, and examined for marks; the remaining fish (if any) are counted. If more than two fish are observed without a mark, the entire group is sorted and any fish without a mark are removed from the group and not included in the total count.

Release Procedure

All marked fish are released just after sunset when most juvenile salmon are actively migrating. Fish, after being transferred from the livecars to buckets, are scooped from the bucket with a dip net and released into the river. After releasing a batch of fish, a delay of about 30 seconds to 3 minutes allows the fish to disperse naturally prior to the release of the next group. Total release time for marked groups normally ranges from ten minutes to 30 minutes depending on the group size.

Recapture Procedure

Following release of marked individuals, RSTs are checked at one-hour intervals and all fish are examined for marks to determine the proportion of recaptures. The number of times the trap is checked is dependent upon the number of marked fish recovered from the livebox. Generally, the traps are checked a minimum of two times or until the no marked individuals are recaptured during a trap check.

Trap efficiency (T_i) is estimated as follow:

$$T_i = \frac{C}{R} \quad (\text{Equation 1})$$

where C is the number of marked fish that were recaptured, and R is the total number of marked fish that were released.

Increasing Trap Efficiency

To sample a greater fraction of the flow, two RSTs can be set up side-by-side in a tandem configuration. Whether single or tandem traps are used depends on the characteristics of the trapping location; narrow river channels can be sampled effectively with a single RST, whereas a wide river may warrant a tandem configuration to increase capture efficiency. Tandem traps are fastened together side-by-side with ½-inch Ultra High Molecular Weight (UHMW) plastic strips that are bolted to the adjacent pontoons of both RSTs at the cross-bars.

In certain situations “wings” may be attached at 45-degree angles to the outer edge of each pontoon near the upstream end of the trap to increase current velocity at the trap and to improve catch efficiency. The “wings” consist of 4 ft x 4 ft aluminum frames with removable plywood inserts. An additional structure (built from plywood sheets and attached to t-posts set in the river bed) may be positioned in the river at appropriate angles to deflect more water towards and thereby increase current velocity at the traps.

Abundance Estimates

For estimation of abundance from RST samples, daily salmonid catch is equivalent to the number of salmonids captured during a morning trap check plus the number of salmonids captured during any trap check(s) that occurred within the period after the previous morning check. For example, the daily catch for April 10 is the sum of catch from the morning trap check on April 10 and the evening trap check conducted on April 9. Separate daily catch data are maintained for marked and unmarked salmonids.

Clearly, as RSTs only sample a fraction of the in-river flow, only a percentage of the total number of downstream migrants is captured. Although many factors can affect the actual fraction of fish captured, flow is the primary variable affecting salmonid trap efficiencies.

A variety of approaches can be used to estimate abundance, depending on the type of data available. Total abundance estimates may incorporate estimates of trap efficiency, predictive models thereof (incorporating flow, fish size and turbidity), or rely simply on the proportion of flow sampled by the RST.

In general, for the purposes of reports submitted by FISHBIO, annual total abundance (\hat{Y}) is defined as the sum of all daily abundance estimates for the entire trapping season:

$$\hat{Y} = \sum_1^i \hat{y}_i \quad \text{Equation (2)}$$

where \hat{y}_i is the total abundance estimate for day i .

No Trap Efficiency Estimates

In some instances trap efficiency tests cannot be conducted due to insufficient catch. In those cases, relative abundance is estimated by expanding the number of fish captured in the fraction of river flow passing through the trap to the total river discharge. The proportion of flow (P_i) sampled by the trap is calculated for day i , as follows:

APPENDIX C: PROTOCOL FOR ELECTROFISHING OPERATIONS, HABITAT MAPPING AND SNORKEL SURVEYS

Electrofishing Depletion Surveys

Electrofishing depletion survey methods will generally follow the methods used during past Arroyo Seco and Nacimiento River electrofishing surveys: two or three backpack electrofishers (model LR-24) will be used (depending on site characteristics) and six people (three to four netters and two to three electrofisher operators) will be utilized. Block nets will be positioned at the upstream and downstream ends of the selected sampling site. Fish recovery buckets will be placed in short intervals along the riverbank. Electrofishing will be performed with all personnel moving simultaneously from downstream to upstream, staying in a straight line perpendicular to the river flow. Fish are netted and transferred to the buckets. Fish are processed after each electrofishing pass. A minimum of three electrofishing passes will be made with passes continuing until the target depletion is reached.

Captured *O. mykiss* will be anesthetized, checked for any external marks/tags and overall health, and measured for length and weight. Smolt indices will also be recorded according to a rating scale developed by JEP (rating from 1-5), with a score of 1 representing a yolk-sac fry; 2, a fry; 3, a parr; 4, a silvery parr; and 5, a smolt. Digital photographs will be taken of each steelhead captured. Scale samples will be archived and can be used at a later date by MCWRA or other researchers to identify age, growth, and genetics. All non-steelhead fish species (incidentals) will also be counted and measured for length and weight.

Environmental data will be collected at each site including instantaneous point measurements of water velocity, water temperature, turbidity, dissolved oxygen, and salinity and digital photographs will be taken to document how site conditions change.

Water velocity will be measured with a Global Water flow probe. Turbidity will be measured at the trap in nephelometric turbidity units (NTUs) using a LaMotte turbidity meter, which is more accurate than Secchi readings. Instantaneous water temperature, dissolved oxygen and salinity will be measured using Extech meters.

We intend to employ the same analysis methodology used in previous survey seasons, whereby population estimates were calculated using an iterative maximum-likelihood approach for each site. MicroFish 3.0 (Van Deventer 2006) was used as a tool to calculate population estimates, standard errors and 95% confidence intervals (MCWRA 2012). Past population estimates were restricted to the sampled areas, and were only an index of the overall population.

$$P_i = \frac{V_i * (\pi * \frac{r^2}{2})}{F_i} \quad \text{Equation (3)}$$

where, V_i is the daily velocity measured at the mouth of the trap, r is the radius of the trap, and F_i is the average daily flow measured at the respective gauging station.

To estimate the daily total abundance (\hat{y}_i) of fish migrating downstream, the number of fish caught during a 24-hour period (x_i) is divided by the proportion of flow sampled in the 24-hour period.

$$\hat{y}_i = \frac{x_i}{P_i} \quad \text{Equation (4)}$$

Abundance Estimates Incorporating Trap Efficiency

When estimates of trap daily efficiency (\hat{E}_T) exist, this value is substituted for the proportion of flow that is sampled by the RST, and daily abundance is estimated as

$$\hat{y}_i = \frac{x_i}{T_i} \quad \text{Equation (5)}$$

Predictive Models of Trap Efficiency

As long term data sets become available, encompassing estimates of trap efficiency for a variety of environmental conditions (e.g. flow, fish size, turbidity), the relationship between these predictor variables and trap efficiency is investigated using regression analysis. Resulting predictive relationships are used to estimate trap efficiencies for given environmental conditions, and applied to the catch data for the respective day. Details on predictive relationships (if applicable) between environmental variable and trap efficiency as pertinent to various rivers can be found in the Appendices.

Literature Cited

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Habitat Mapping

We plan to use the same sample units on the Arroyo Seco River that were selected during the previous survey seasons. However, due to difficulties encountered on the Nacimiento River during the previous survey seasons we plan to identify some new sites at upstream locations that were not previously investigated due to accessibility. Prior to conducting Arroyo Seco River index-reach surveys we will validate the selected sites for proper habitat type and area coverage.

As an alternative protocol for sample site selection, the procedure outlined below may be implemented as applicable:

Habitat accessible to anadromy in each river will be stratified into reaches depending on the overall habitat characteristics and relevant access points. Each reach will be subdivided into habitat units based on a four-category classification (i.e. riffle, run, shallow pool, deep pool, cascade). During habitat mapping, the river will be surveyed on foot by kayak. GPS waypoints will be taken at the unit boundaries of each habitat unit using a hand held Trimble[®] GPS unit (Trimble Navigation Limited, Sunnyvale, CA), in order to accurately locate each habitat unit during subsequent visits. In addition, the length of each unit will be measured with a rangefinder and recorded, as this measurement will become integral in the subsequent sample selection procedure. Mapping notes will include: the date, flow, reach, unit number, habitat type, length and average width of each habitat unit, and any landmarks near or within the unit. During the initial habitat mapping, habitat units that appear to pose potential hazards to snorkelers or are otherwise unsuitable for the proposed survey type will be identified. These units, while included in subsequent fish abundance estimation based on their lengths, will be excluded from survey unit selection.

Habitat mapping will occur once on each river at the start of the study. Minor changes to the physical habitat of units will be noted during the annual snorkel surveys. In some unusual cases considerable changes in the physical habitat can occur over time due to large winter storms and construction. If such events occur, then the affected habitats will be revisited and remapped.

Sample Unit Selection

For each tributary, sampling coverage should be a minimum of 15% of the rivers' lengths. This 15% will be allocated between different habitat types, with higher sampling effort in habitats preferentially inhabited by *O. mykiss*. This is intended to minimize sampling variance for habitats with high abundance (2nd Stage Error) and ultimately allow for narrower confidence intervals than would otherwise be possible.

Within each reach and stratum (as defined by habitat type: run, riffle, deep pool, shallow pool, cascade), sampling units will be selected using an unequal probability sampling scheme that selects units with a probability proportional to their length/size (without replacement, PPSWOR). Stream sections classified as "cascades" are often hazardous

and will be excluded from this survey due to safety concerns. The probability of a particular unit i being selected can be expressed as

$$\pi_i = \frac{l_i}{L}$$

where

l_i = is the length of unit i (in meters), and
 L = the combined length of all units in this stratum.

This approach yields several important benefits; as longer habitat units have a higher probability of selection, cost and effort for travel to and between units can be reduced without sacrificing sampling coverage. Further, this approach allows for unbiased estimation of sampling variance, and is thought to improve precision of the abundance estimate over equal probability sample selection, if abundance estimates for particular units are positively correlated to unit length (a biologically reasonable assumption).

In order to facilitate the detection of trends in abundance (by employing difference estimators, more detail available upon request), sampling units will be selected during the first year of the study, and the same units will be surveyed in subsequent years.

Multi-pass Snorkel Counts

Although there are many methods for estimating the total abundance of fish in freshwater systems, the majority of the methods depend on handling the fish during enumeration (e.g., electrofishing, seining etc.). A viable alternative to obtaining accurate population size estimates by traditional methods (such as depletion electrofishing or mark-resighting experiments) is the Method of Bounded Counts (MBC). This approach relies on repeat counts of fish from the same unit (generally four passes), and produces nearly unbiased estimates of abundance if fish abundance in respective survey units is relatively low (Mohr and Hankin 2005). As such, this method provides a non-invasive (no fish handling required) alternative to traditional methods that is highly applicable to stream surveys involving species of special concern.

Each year, a single snorkel survey will be conducted at each of the selected rivers (at habitat units selected according to the above described procedure). Ideally, the surveys will be conducted in the summer, when size differences between Age 0+ and Age 1+ are most apparent. However, the exact timing will be determined annually depending on river conditions, and scheduled to minimize environmental variation between years. During each survey, a standardized protocol will be followed to ensure comparability of survey results and to minimize variation due to sampling error:

The number of divers needed for a snorkel survey will depend on the conditions and size of the stream, but will be chosen to ensure complete visual coverage of the stream during

upstream snorkeling. If the surveyed stream section requires more than two divers for complete visual coverage of the stream width, parallel dive lanes will be established prior to snorkeling. This is achieved by marking lane borders with white string, anchored to the river bottom at appropriate intervals. Whenever conditions allow, lane markers will be deployed without entering the unit to avoid disturbing and displacing fish. This is achieved by stretching the marking string along the shoreline of the survey unit, then entering the stream at the boundaries of the survey unit with the string above water level and anchoring it at the appropriate positions. Survey units will be allowed to rest for a period of 15 minutes following dive lane demarcation. Dive lanes will be randomly assigned to divers at each survey unit to minimize the effects of diver familiarity with the physical habitat and fish population on dive counts.

Care will be taken to minimize disturbance of fish prior to sampling each unit. Divers will enter the stream at the downstream border of the survey reach and count fish within their respective dive lanes as they proceed upstream. Divers will record fish counts on a wrist mounted dive slate, and assign a size category to each observation (less than 100mm, 100-200mm, 200-300mm, and greater than 300mm). To facilitate the correct estimation of fish size by the divers, they will carry a reference string knotted at 100mm intervals. When approaching the upstream boundary of the survey unit, divers will carefully monitor fish holding close to the unit boundary and include fish that cross the unit boundary upstream. Any fish that appear to move between lanes will be discussed immediately after the dive to avoid multiple counts of the same fish.

As obtaining accurate counts of *O. mykiss* is the priority of this survey, other observed species (and their lengths) will be recorded only if doing so does not compromise counts of *O. mykiss*.

The following environmental data will be collected at each sampling unit:

- Instantaneous water temperature and dissolved oxygen (DO, Exstick II model DO600, Extech Instruments Corporation, Waltham, MA)
- Visibility (defined as the horizontal distance at which a diver can clearly discern a 100 mm artificial trout)
- Weather (see Figure 1 for datasheet example).
- Flow (in cfs, obtained from the nearest USGS gauge)

Estimated Indices of Abundance by Habitat and Life Stage

Within each habitat type, data for each size class can be pooled across reaches of the same river, assuming similar fish detectability among reaches. As the proposed survey design incorporates changes in dive lane width to accommodate for variation in visibility between survey units, this assumption is likely to be satisfied, and allows for an abundance estimate for each size class within each habitat category. This will provide an estimated abundance for each size class within a specific habitat type in that river.

Based on the selection of n samples within a stratum, the total number of countable fish within that habitat type can be estimated using a Horvitz-Thompson estimator (Cochran 1977; Sarndal et al. 1992) as

$$\hat{Y} = \sum_{i=1}^n \frac{y_i}{\pi_i}$$

where

\hat{Y} = the estimated total number of fish within that habitat type

y_i = the count of fish in the i^{th} sample unit within that stratum

π_i = the probability that unit i appears in a PPSWOR sample of size n (1st order inclusion probability)

The sampling variance for the Horvitz-Thompson estimator, for fixed sample size n , can be estimated using the Sen-Yates-Grundy variance estimator (see Cochran 1977; Sarndal et al. 1992) as

$$\hat{V}(\hat{Y}) = \sum_{i=1}^{n-1} \sum_{j>i}^n \frac{(\pi_i \pi_j - \pi_{ij})}{\pi_{ij}} * \left[\frac{y_i}{\pi_i} - \frac{y_j}{\pi_j} \right]^2$$

where

π_j = the probability of unit j to be included in the PPSWOR sample of size n

π_{ij} = the probability of units i and j to be included in the PPSWOR sample of size n (2nd order inclusion probability)

The 95% confidence interval for the estimated total (\hat{Y}) can be calculated by multiplying the appropriate student's t -value for $n-1$ degrees of freedom by the square root of the estimated sampling variance (\hat{V})

$$95\% \text{ C.I.} = \hat{Y} \pm t_{n-1} * \sqrt{\hat{V}(\hat{Y})}$$

Additional detail and procedures regarding calibration of single pass dive counts and the Method of Bounded Counts are available upon requests.

Literature Cited

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- Brignon, W. R., M. B. Davis, D. E. Olson, H. A. Schaller, and C. B. Schreck. 2011. Snorkelers' In-Water Observations Can Alter Salmonid Behavior. Journal of Fish and Wildlife Management 2:90-98.
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- O'Neal, J. S. 2007. Snorkel Surveys. Pages 325-340 *In* D. H. Johnson, B. M. Shrier, J. S. O'Neal, J. A. Knutzen, X. Augerot, T. A. O'Neil, and T. N. Pearsons, editors. *Salmonid Field Protocols Handbook. Techniques for Assessing Status and Trends in Salmon and Trout Populations*. American Fisheries Society, Bethesda, MD.

EXHIBIT B



	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
Task 1. Adult Upstream Migration															
Sub-Task 1.1 Project Planning	X	X	X												
Sub-Task 1.2 Installation, Operation, and Removal				X	X	X	X								
Sub-Task 1.3 Data Management and Reporting								X	X						
Task 2. Adult Upstream Migration															
Sub-Task 2.1 Project Planning					X	X									
Sub-Task 2.2 Installation, Operation, and Removal							X	X	X						
Sub-Task 2.3 Data Management and Reporting										X	X				
Task 3. Adult Upstream Migration															
Sub-Task 3.1 Project Planning								X	X	X					
Sub-Task 3.2 Conduct Index-Reach Surveys											X	X	X	X	
Sub-Task 3.3 Data Management and Reporting															X

Figure 1. Work schedule for Salinas Basin fisheries monitoring.

Table 1. FISHBIO schedule of 2012 hourly billing rates.

<i><u>Position</u></i>	<i><u>Hourly Rate</u></i>
Principal Biologist	\$ 180.00
Quantitative Ecologist	\$ 160.00
Senior Biologist	\$ 160.00
Biologist 3	\$ 150.00
Biologist 2	\$ 130.00
Biologist 1	\$ 115.00
Graphical Design	\$ 115.00
Bio-Technician 2	\$ 85.00
Bio-Technician 1	\$ 75.00
Office Assistant	\$ 50.00

	Protected Waters						Estimated Cost
	Principal \$180	Project Manager \$130	Bioanalyst \$115	Technician \$85	Database/GIS Specialist \$130	Mileage \$0.555/mi	
Task 1. Adult Upstream Migration Monitoring							
1.1 Project Planning	5	5					\$1,550
1.2 Weir and Riverwatcher Installation, Operation, and Removal	5	25		1410		4500	\$126,498
1.3 Data Management and Reporting	5	80	40	180	10		\$32,500
						Sub-Total	\$160,548
Task 2. Smolt Outmigration Monitoring							
2.1 Project Planning	5	5					\$1,550
2.2 MST Installation, Operation, and Removal	5	20		1512		9750	\$137,431
2.3 Data Management and Reporting	5	80	40	115	5		\$26,325
						Sub-Total	\$165,306
Task 3. Index-Reach Surveys							
3.1 Project Planning	5	5	5		5		\$2,775
3.2 Conduct Index-Reach Surveys and Associated Activities	5	30	40	400		800	\$42,944
3.3 Data Management and Reporting	5	40	30	10	5		\$11,050
						Sub-Total	\$56,769
Task 4. On-Call Services	TBD	TBD	TBD	TBD	TBD	TBD	TBD
						Year 1 Total Estimated Cost	\$982,823

**MONTEREY COUNTY WATER RESOURCES AGENCY
BOARD OF DIRECTORS**

MEETING DATE:	January 27, 2014	AGENDA ITEM:	
AGENDA TITLE:	Consider receiving a report regarding the Dreissenid Mussel Prevention Program at Lakes Nacimiento and San Antonio; and, provide direction to Staff.		
Consent ()		Action (X)	
SUBMITTED BY:	Elizabeth Krafft	PREPARED BY:	Elizabeth Krafft
PHONE:	(831) 755-4860	PHONE:	(831) 755-4860
DEADLINE FOR BOARD ACTION:	January 27, 2014		

RECOMMENDED BOARD ACTION:

Receive a report regarding the Dreissenid Mussel Prevention Program at Lakes Nacimiento and San Antonio; and, provide direction to Staff.

PRIOR RELEVANT BOARD ACTION:

August 29, 2009 – Approval to prepare and implement an Invasive Species Prevention Plan, with initial focus on Dreissenid (Quagga and Zebra) Mussels.

March 26, 2012 – Approval of a resident vessel program at Lake Nacimiento on March 26, 2012 and agreed to allow the Vessel Screening Permit (VSP) to be valid for 21 days instead of the original 14 days.

BACKGROUND (excerpted from “Bay Area Consortium Zebra and Quagga Mussel Prevention Plan”)

Zebra and quagga mussels are nonnative dreissenid mussels from Europe. They reproduce prolifically, especially in warm western waters. Despite efforts to control their western expansion, they have begun to rapidly invade California fresh water systems. Zebra mussels were first discovered in Lake St. Claire in the Great Lake Regions in 1988.

In January 2007, quagga mussels were found in Lake Mead, west of the continental divide, despite the passage of federal legislation and targeted strategic efforts by U.S. Fish & Wildlife to prevent their westward movement. Since January 2007, quagga mussels have been found in reservoirs in Nevada, Arizona and throughout Southern California. Most Southern California waterways receiving raw water from the Colorado River are suspected of being infested. By December 2013, 28 water bodies in California were infested. In January 2008, the closely related zebra mussel was found in San Justo Reservoir, which is located in San Benito County near the Santa Clara County line. In 2012 the zebra mussel was found in ponds at Ridgemark Golf Course in San Benito County.

DISCUSSION/ANALYSIS:

In May of 2010, Monterey County Water Resources Agency (Agency), Monterey County Parks (Parks) and San Luis Obispo County Flood Control & Water Conservation District (SLO), began implementing a Mussel Prevention Program at Lakes Nacimiento and San Antonio. The initial program implemented in 2010 was a self-certification program that relied mostly on public outreach

with no mandatory inspections of vessels entering the reservoirs.


In May, 2011 the program was enhanced to provide screening and inspection of all vessels wishing to launch into the reservoirs. This program was implemented by the Agency and Monterey County Parks at Lake Nacimiento and Lake San Antonio. SLO and private homeowner communities around Lake Nacimiento are co-implementers of the program at Lake Nacimiento. The program consists of a screening process, comprehensive inspection of watercraft/equipment performed by trained inspectors of all high risk watercraft/equipment and exclusion of suspect watercraft. This program is consistent with other current programs being conducted within San Luis Obispo County.

In order to fiscally adhere to the requirement that all vessels must be screened and/or inspected prior to launch, Parks instituted launch ramp hours and have Level 1 certified inspectors on duty whenever the ramps are open, therefore every boat that launches from the public ramps at Lake Nacimiento and San Antonio is screened and/or inspected. For the winter the ramps are currently open from 6 am until 45 minutes past sunset. During the summer the ramp hours are 6am to 9pm.

SLO opted to implement the screener/inspection program at the private launch ramps by utilizing volunteers that have been trained as Level 1 inspectors. Each private launch ramp has determined how to individually implement the program and there are approximately 200 trained screeners for the private ramps. In 2012 SLO and the residential communities implemented a Resident Vessel Programs for the vessels that don't leave Lake Nacimiento.

In December 2013 Lake Piru in Ventura County was confirmed to be infested with quagga mussels. The Lake Piru infestation is significant because it is the first reservoir in Southern California that does not receive Colorado River water to have quagga mussels.

In September 2012 Governor Brown signed in to law legislation (AB2423) that provided for an \$8.00/year fee attached to vessels used in fresh water. This fee is intended to provide grant funds for prevention programs at uninfected reservoirs open for recreation. The fee was initiated in January 2014 and grants funds are scheduled to be available after July 1, 2014.

FINANCIAL IMPACT:	YES ()	NO ()
FUNDING SOURCE:		
COMMITTEE REVIEW AND RECOMMENDATION:		
ATTACHMENTS:		
APPROVED:	 1/22/14 General Manager Date	



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

BOARD ORDER No. _____

**APPROVE A POWER PURCHASE AGREEMENT WITH THE NORTHERN)
CALIFORNIA POWER AGENCY (NCPA) FOR POWER)
GENERATED AT THE NACIMIENTO HYDROELECTRIC PLANT;)
RECOMMEND APPROVAL TO THE MONTEREY COUNTY WATER)
RESOURCES AGENCY BOARD OF SUPERVISORS; AND, AUTHORIZE)
THE GENERAL MANAGER TO SIGN THE TERM SHEET AND A)
DEFINITIVE AGREEMENT, AND ANY NECESSARY ANCILLARY)
AGREEMENTS)**

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

1. Approves a Power Purchase Agreement with the Northern California Power Agency for power generated at the Nacimiento Hydroelectric Plant;
2. Recommends approval to the Monterey County Water Resources Agency Board of Supervisors; and,
3. Authorizes the General Manager to sign the Term Sheet and a Definitive Agreement, and any necessary ancillary agreements.

PASSED AND ADOPTED on this 27th day of January 2014, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

BY: Chair
Board of Directors

ATTEST: David E. Chardavoyne
General Manager

**MONTEREY COUNTY WATER RESOURCES AGENCY
BOARD OF DIRECTORS**

MEETING DATE:	January 27, 2014		AGENDA ITEM:
AGENDA TITLE:	Consider approving a Power Purchase Agreement (PPA) with the Northern California Power Agency (NCPA) for power generated at the Nacimiento Hydroelectric Plant; recommending approval by the Monterey County Water Resources Agency Board of Supervisors; and, authorizing the General Manager to sign the Definitive Agreement, and any necessary ancillary agreements.		
Consent ()		Action (X)	Information ()
SUBMITTED BY: PHONE:	David E. Chardavoyne (831) 755-4896	PREPARED BY: PHONE:	Brent Buche (831) 755-4860
DEADLINE FOR BOARD ACTION:	January 27, 2014		

RECOMMENDED BOARD ACTION:

Approve a Power Purchase Agreement (PPA) with the Northern California Power Agency (NCPA) for power generated at the Nacimiento Hydroelectric Plant; recommend approval by the Monterey County Water Resources Agency Board of Supervisors; and, authorize the General Manager to sign the Definitive Agreement, and any necessary ancillary agreements.

PRIOR RELEVANT BOARD ACTION:

On June 24, 2013, the Board approved a long-term Power Purchase Agreement with the City of Corona Department of Water and Power (CDWP) for power generated at the Nacimiento Hydroelectric Plant; recommended approval to the Monterey County Water Resources Agency Board of Supervisors; and, authorized the General Manager to sign the Term Sheet and a Definitive Agreement along with any necessary ancillary agreements.

On June 28, 2013, in an emergency joint Board of Supervisors meeting, the General Manager was authorized to sign the Term Sheet and Definitive Agreement. The City of Corona subsequently declined to execute the agreement.


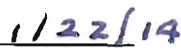
On August 26, 2013, the Board of Directors ratified execution of a short-term Power Purchase Agreement with 3 Phases Renewables, LLC for power generated at the Nacimiento Hydroelectric Plant; recommended ratification by the Monterey County Water Resources Agency Board of Supervisors; and, ratified the General Manager's execution of the Definitive Agreement, and authorized execution of any necessary ancillary agreements. The Water Resources Agency Board of Supervisors ratified the General Manager's execution of the Definitive Agreement on December 6, 2013.

DISCUSSION/ANALYSIS:

The Nacimiento Hydroelectric Plant (NHP) is owned and operated by the Monterey County Water Resources Agency (MCWRA) and is located approximately nine miles southwest of the town of Bradley, CA along the downstream toe of the Nacimiento Dam. NHP was commissioned in 1987 and is still operated today using most of the plants original hydropower generating equipment and control systems. The power generated at the NHP had always been sold to Pacific gas and Electric Company.

Staff issued a Request for Offer (RFO) in June 2013 and received five offers. The top two offers were comparable and MCWRA pursued an Agreement with the City of Corona Department of Water and Power (CDPW). Due to unresponsiveness from CDWP that contract was never signed. Immediately following the failure of that negotiation, a short-term Power Purchase Agreement was executed with 3 Phases Renewables, LLC to sell power during the period required to negotiate a new long-term PPA. The short-term PPA was effective through December 31, 2013 and month-to-month thereafter.

Staff and consultants re-established talks with the other top contender from the RFO process. MCWRA and NCPA have agreed to a 20-year Power Purchase Agreement (PPA). The PPA is going before the NCPA Commission on January 23, 2014, in Sacramento, CA.

FINANCIAL IMPACT:	YES (X)	NO ()
FUNDING SOURCE:	Fund 130	
COMMITTEE REVIEW AND RECOMMENDATION:	None	
ATTACHMENTS:	1. Board Order 2. Power Purchase Agreement	
APPROVED:	 General Manager	
		 Date



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

BOARD ORDER No. _____

APPROVE A POWER PURCHASE AGREEMENT WITH THE NORTHERN)
CALIFORNIA POWER AGENCY (NCPA) FOR POWER)
GENERATED AT THE NACIMIENTO HYDROELECTRIC PLANT;)
RECOMMEND APPROVAL TO THE MONTEREY COUNTY WATER)
RESOURCES AGENCY BOARD OF SUPERVISORS; AND, AUTHORIZE)
THE GENERAL MANAGER TO SIGN THE TERM SHEET AND A)
DEFINITIVE AGREEMENT, AND ANY NECESSARY ANCILLARY)
AGREEMENTS)

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

1. Approves a Power Purchase Agreement with the Northern California Power Agency for power generated at the Nacimiento Hydroelectric Plant;
2. Recommends approval to the Monterey County Water Resources Agency Board of Supervisors; and,
3. Authorizes the General Manager to sign the Term Sheet and a Definitive Agreement, and any necessary ancillary agreements.

PASSED AND ADOPTED on this 27th day of January 2014, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

BY: _____
Chair
Board of Directors

ATTEST: _____
David E. Chardavoyne
General Manager

RENEWABLE ENERGY POWER PURCHASE AGREEMENT

between

NORTHERN CALIFORNIA POWER AGENCY

and

MONTEREY COUNTY WATER RESOURCES AGENCY

RENEWABLE ENERGY POWER PURCHASE AGREEMENT

This Renewable Energy Power Purchase Agreement, together with the exhibits (collectively, the "Agreement") is made by and between the Northern California Power Agency, a joint powers agency established pursuant to the laws of the State of California ("Buyer" or "NCPA") and the Monterey County Water Resources Agency, a California public agency created by the Monterey County Water Resources Agency Act, Chapter 52 of the California Water Code Appendix ("Seller" or "MCWRA").

WITNESSETH:

WHEREAS, Seller owns and operates a hydroelectric generating facility located at Lake Nacimiento in Bradley, San Luis Obispo County, California, which, as of the Effective Date, as defined below, qualifies as an eligible renewable energy resource ("ERR") under the State of California Renewables Portfolio Standard ("RPS") Program requirements, as codified at California Public Utilities Code Section 399.11, *et seq.* and Seller desires to sell all of the Output produced by such generating facility, together with all Environmental Attributes and Capacity Attributes, each as defined below, to Buyer pursuant to the terms and conditions set forth herein; and

WHEREAS, Seller is authorized to provide, generate and deliver hydroelectric power, and to contract to provide, generate and sell hydroelectric power; and

WHEREAS, Buyer was created by a joint powers agreement dated July 19, 1968, as amended, entered into pursuant to Chapter 5, Division 7, Title 1 of the California Government Code commencing with Section 6500, and is authorized to contract for and acquire power supply for the benefit of one or more of its members or for resale; and

WHEREAS, Seller desires to sell and Buyer desires to purchase all of the Output generated by Seller's generating facility, together with all Environmental Attributes and Capacity Attributes, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1: RULES OF INTERPRETATION; DEFINITIONS

Unless otherwise required by the context in which any term appears, (i) initially-capitalized terms used in this Agreement shall have the meanings specified in this Article; (ii) terms defined in the singular shall include the plural and vice versa; (iii) references to “Articles,” “Sections,” and “Exhibits” shall be to articles, sections, or exhibits hereof; (iv) all references to a particular entity shall include a reference to such entity’s successors and permitted assigns; (v) the words “herein,” “hereof,” and “hereunder” shall refer to this Agreement as a whole and not to any particular section or subsection hereof; (vi) all accounting terms not specifically defined herein shall be construed in accordance with GAAP, consistently applied; (vii) references to this Agreement shall include a reference to all exhibits hereto, as the same may be amended, modified, supplemented, or replaced from time to time; (viii) terms used in the masculine shall include the feminine and neuter and vice versa; (ix) the term “including,” when used in this Agreement, shall mean to include without limitation; and (x) references to Requirements of Law means to such Requirements of Law as they may hereafter be amended.

- 1.1 “Adjustment Period” means (i) the actual period when inaccurate measurements were made by a defective Meter, if that period can be determined to the mutual satisfaction of the Parties, or (ii) if the actual period cannot be determined to the mutual satisfaction of the Parties, one-half the period from the date of the last previous test of the Meter to the date such failure is discovered.
- 1.2 “Agreement” has the meaning set forth in the preamble of this Agreement.
- 1.3 “Arbitration Panel” has the meaning set forth in Section 10.2(c)(iii).
- 1.4 “Business Day” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day shall begin at 8:00 a.m. and end at 5:00 p.m. local time for the relevant Party’s principal place of business. The relevant Party, in each instance unless otherwise specified, shall be the Party from whom the notice, payment or delivery is being sent, or by whom the notice, payment or delivery is received, as the context requires.
- 1.5 “Buyer” has the meaning set forth in the preamble of this Agreement.
- 1.6 “Capacity” means the total installed electrical generating capability of the Generating Facility, net of all onsite and other uses permitted under this Agreement and of all line transformation losses to the Delivery Point.
- 1.7 “Capacity Attributes” means any and all current or future defined characteristics, certificates, tags, credits, ancillary service attributes, or accounting constructs, howsoever entitled, including Resource Adequacy Benefits, and any tracking or accounting associated with the foregoing, attributed to or associated with part or all of the Capacity during the Term.

- 1.8 “Confidential Information” has the meaning set forth in Section 10.5.
- 1.9 “Contract Price” means the price in United States dollars (\$U.S.) (unless otherwise provided for) to be paid by Buyer to Seller for the purchase of the Output, as specified in Exhibit 2 or Section 3.3(i), as applicable.
- 1.10 “Contractual Obligations” means, as to Seller, any material agreement, instrument or undertaking to which Seller is a party or by which it or any of its property is bound.
- 1.11 “Contract Year” means each year beginning on January 1 and ending on December 31; provided, however, the first Contract Year of the Term shall begin on the Effective Date but shall nevertheless end on December 31.
- 1.12 “Control Area” means the electric power system (or combination of electric power systems) under the operational control of the ISO or any other electric power system under the operational control of another organization vested with authority comparable to that of the ISO. Control Area is also commonly referred to as Balancing Authority Area.
- 1.13 “Damages” has the meaning set forth in Section 8.3.
- 1.14 “Delivery Point” means the high side (60 kV) of the bus bar at the ISO-controlled grid commonly known as ISO PNode (OILFLDS_6_GN009) in San Luis Obispo County, California, or such other designation established by the ISO from time to time for the purpose of delivering the Output to the ISO-controlled grid, as further specified in Exhibit 1.
- 1.15 “EA Agency” means any local, state or federal entity, or any other Person, that has responsibility for or jurisdiction over a program involving transferability of Environmental Attributes, including the Clean Air Markets Division of the United States Environmental Protection Agency, the State Energy Resources Conservation and Development Commission (commonly referred to as “the California Energy Commission”), the California Public Utilities Commission, and any successor agency to any of the foregoing.
- 1.16 “Effective Date” means April 1, 2014, the date on which the Parties expect that the Output will first be sold to Buyer under this Agreement.
- 1.17 “Energy” means the electric power generated by the Generating Facility pursuant to this Agreement, as expressed in units of kWh or MWh.
- 1.18 “Environmental Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Generating Facility or Expansion Plant(s), as the case may be, and its displacement of conventional energy generation. Environmental Attributes include: (i) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (ii) any avoided emissions of carbon dioxide (CO₂), methane (CH₄) and other greenhouse gases that have been

determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (iii) the reporting rights to these avoided emissions such as, but not limited to, a Renewable Energy Credit ("REC").

Environmental Attributes do not include the following attributes and such other attributes that are not an environmental credit or benefit directly attributable to the Output during the Term, including but not necessarily limited to (i) any Energy, Capacity, reliability or other power attributes from the Generating Facility or Expansion Plant(s), (ii) Production Tax Credits associated with the construction or operation of the Generating Facility, or Expansion Plant(s), and other financial incentives in the form of credits, reductions, or allowances associated with the Generating Facility or Expansion Plant(s) that are applicable to a state or federal income taxation obligation, and (iii) water or water-related rights or benefits.

- 1.19** "Environmental Attributes Reporting Rights" means all rights to report ownership of the Environmental Attributes to any Person, including, but not limited to, under Section 1605(b) of the Energy Policy Act of 1992 and the RPS Program.
- 1.20** "ERR" has the meaning set forth in the recitals of this Agreement.
- 1.21** "Event of Default" has the meaning set forth in Section 8.1.
- 1.22** "Expansion Plant" means an expansion of the Generating Facility that results in the Capacity of the Generating Facility exceeding five (5.0) MW. For the avoidance of doubt, an expansion or modification of the Generating Facility that does not result in the Capacity of the Generating Facility exceeding five (5.0) MW shall not be considered an Expansion Plant, and all Output associated with any such expansion or modification of the Generating Facility shall be purchased and sold hereunder, as generally described in Section 3.1.
- 1.23** "Expansion Plant Output" means all Capacity and associated Energy, Test Energy, and associated Environmental Attributes and Capacity Attributes produced by Seller at an Expansion Plant.
- 1.24** "Expected Annual Contract Quantity" means an approximation of the average historic electrical output of the Generating Facility, and an approximation of the Output that Seller expects to deliver to Buyer hereunder in a given Contract Year, as set forth in Exhibit 3.
- 1.25** "Expiration Date" has the meaning set forth in Section 2.1.
- 1.26** "Force Majeure Event" has the meaning set forth in Section 7.1.
- 1.27** "GAAP" means Generally Accepted Accounting Principles in the United States of America that are consistently applied.

- 1.28** “Generating Facility” means Seller’s Lake Nacimiento hydroelectric power generating facility as more particularly described in Exhibit 1, together with all materials, equipment systems, structures, features and improvements necessary to produce electric power at such facility, excluding the Site, land rights and interests in land.
- 1.29** “Governmental Authority” means any federal or state government, or political subdivision thereof, including any municipality, township or county, or any entity or authority exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and also including any corporation or other entity owned or controlled by any of the foregoing.
- 1.30** “Interconnection” means the interconnection of the Generating Facility with the Transmission System, including construction, installation, operation and maintenance of all Interconnection Facilities.
- 1.31** “Interconnection Agreement” means the agreement between Seller and the Transmission Provider pursuant to which Seller and the Transmission Provider set forth the terms and conditions for Interconnection of the Generating Facility to the Transmission System, as amended from time to time.
- 1.32** “Interconnection Facilities” means all of the facilities installed for the purpose of interconnecting the Generating Facility to the Transmission System, including transformers and associated equipment, relay and switching equipment and safety equipment.
- 1.33** “Interest Rate” means, for any date, the per annum rate of interest equal to the prime lending rate as may from time to time be published in the *Wall Street Journal* under “Money Rates” on such day (or if not published on such day on the most recent preceding day on which published).
- 1.34** “Inter-SC Trade” means a trade between Scheduling Coordinators in accordance with the ISO Tariff.
- 1.35** “ISO” means the California Independent System Operator Corporation, or its functional successor.
- 1.36** “ISO Tariff” means the duly authorized tariff, rules, protocols and other requirements of the ISO, as amended from time to time.
- 1.37** “kWh” means a kiloWatt-hour of electric energy.
- 1.38** “Meter” means the physical metering device, data processing equipment and apparatus associated with the meter owned by Seller or its designee, and used to determine the quantities of Output generated by the Generating Facility and to record other related parameters required for the reporting of data to Buyer in accordance with the requirements of Article 4.

- 1.39** “Meter Service Agreement for ISO Metered Entities” has the meaning set forth in the ISO Tariff.
- 1.40** “MW” means a megaWatt of electric capacity.
- 1.41** “MWh” means a megaWatt-hour of electric energy.
- 1.42** “Outage” means a physical state in which all or a portion of the Generating Facility is unavailable to provide energy to the Delivery Point, including any duration or reduction in the Capacity of the Generating Facility, whether planned or unplanned, or any required full or partial maintenance or repair shutdown of the Generation Facility, whether planned or unplanned.
- 1.43** “Output” means, with respect to the Generating Facility operating at a Capacity up to and including five (5.0) MW and such additional Expansion Plant Output agreed to be purchased by Buyer under Section 3.4, (i) the Energy delivered to Buyer at the Delivery Point and (ii) all associated Environmental Attributes and Capacity Attributes. Unless expressly stated otherwise, the term “Output” shall refer to Energy delivered by the Generating Facility after adjustment, if any, for the distribution compensation factor under the ISO Tariff to reflect losses or credits, as the case may be, from the Interconnection, where the Energy is metered, across the Transmission Provider’s distribution system to the Delivery Point, where the Energy is transacted and the Output is sold to Buyer.
- 1.44** “Participating Generator Agreement” has the meaning set forth in the ISO Tariff.
- 1.45** “Parties” means Buyer and Seller, and their respective successors and permitted assignees.
- 1.46** “Party” means Buyer or Seller, and each such Party’s respective successors and permitted assignees.
- 1.47** “Permits” means, collectively, all federal, state or local authorizations, certificates, permits, licenses or approvals required by any Governmental Authority for the construction, ownership, operation and maintenance of the Generating Facility.
- 1.48** “Person” means an individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity.
- 1.49** “Physical Trade” means an Inter-SC Trade of Energy at an individual generating unit’s pricing node or at the unique aggregated pricing node of a physical scheduling plant that is submitted to the ISO for settlement through the ISO market and is subject to physical validation.
- 1.50** “Production Tax Credits” or “PTC” means production tax credits under Section 45 of the Internal Revenue Code, as amended from time-to-time during the Term.

- 1.51 “Prudent Utility Practice” means those practices, methods and equipment, as changed from time to time, that: (i) when engaged in, or employed, are commonly used in the State of California in prudent electrical engineering and operations to operate electricity equipment lawfully and with safety, reliability, efficiency and expedition; or (ii) in the exercise of reasonable judgment considering the facts known, when engaged in could have been expected to achieve the desired result consistent with applicable law, safety, reliability, efficiency and expedition. Prudent Utility Practices are not limited to an optimum practice, method, selection of equipment or act, but rather are a range of acceptable practices, methods, selections of equipment or acts.
- 1.52 “Qualified Reporting Entity” or “QRE” shall have the meaning as defined in the WREGIS Operating Rules, as such may be amended from time to time.
- 1.53 “Renewable Energy Credits” or “REC” shall have the meaning set forth in California Public Utilities Code Section 399.12(h), and generally means the right to claim title to Environmental Attributes attributable to the generation of electric energy from ERRs. RECs are measured in one MWh increments and evidenced by a WREGIS Certificate.
- 1.54 “Resource Adequacy Benefits” means the rights and privileges attached to any generating resource that satisfy any entity’s resource adequacy obligations imposed by any Governmental Authority.
- 1.55 “Requirements of Law” means, collectively, any federal or state law, local ordinance, treaty, franchise, rule, regulation, tariff, order, writ, judgment, injunction, decree, award or determination of any arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon Seller or Buyer or any of their property or to which Seller or Buyer or any of their respective properties are subject.
- 1.56 “RPS” or “Renewables Portfolio Standard” or “RPS Program” means California’s renewables portfolio standard established in California Public Utilities Code Section 399.11 *et seq.* relating to the requirement that a specified percentage of a load-serving entity’s retail sales should be supplied with electricity generated by eligible renewable energy resources.
- 1.57 “Schedule” or “Scheduled” or “Scheduling” means the actions of Seller, Buyer and/or their designated representatives, including each Party’s Transmission Providers and Scheduling Coordinator, if applicable, of notifying, requesting and confirming to each other and the ISO the quantity of Energy to be delivered on any given day or days hereunder during the Term at the Delivery Point.
- 1.58 “Scheduling Coordinator” means an entity certified by the ISO for the purposes of undertaking the responsibilities specified by the ISO Tariff with respect to the Scheduling Coordinator function.
- 1.59 “Seller” has the meaning set forth in the preamble of this Agreement.
- 1.60 “Site” means the real property on which the Generating Facility is located, as more particularly described in Exhibit 1.

- 1.61 “Taxes” means any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property (including assessments, fees or other charges based on the use or ownership of real property), personal property, transactional, sales, use, transfer, registration, value added, alternative or add on minimum, estimated tax, or other tax of any kind whatsoever, or any liability for unclaimed property or escheatment under common law principles, including any interest, penalty or addition thereto, whether disputed or not, including any item for which liability arises as a transferee or successor-in-interest.
- 1.62 “Term” means the period of time set forth in Section 2.1 during which this Agreement is in effect; provided, however, as to provisions of this Agreement that relate to the sale of the Output, “Term” shall mean the period of time commencing on the Effective Date and continuing through the Expiration Date.
- 1.63 “Transmission Provider” means any entity or entities responsible for the Interconnection of the Generating Facility with a Control Area or transmitting Energy on behalf of Seller from the Generating Facility to the Delivery Point, and on behalf of Buyer from the Delivery Point.
- 1.64 “Transmission System” means the facilities used for the transmission of electric power in interstate commerce, including any modifications or upgrades made to such facilities, owned or operated by the Transmission Provider.
- 1.65 “Unit Contingent” means that the delivery of the Output is dependent upon the availability and operation of the Generating Facility, and that Seller is excused from any failure to deliver the Output, unless expressly stated otherwise herein.
- 1.66 “WECC” means the Western Electricity Coordinating Council, or its successor(s).
- 1.67 “WREGIS” means the Western Renewable Energy Generation Information System, or its functional successor.
- 1.68 “WREGIS Certificate” means “Certificate” as defined by WREGIS in the WREGIS Operating Rules.
- 1.69 “WREGIS Operating Rules” means the operating rules and requirements established by WECC, and adopted and made effective by WREGIS on July 15, 2013, as such may be amended from time to time.

ARTICLE 2: TERM

2.1 Term

This Agreement shall become effective on the date of last execution of this Agreement by the Parties, as stated on the signature pages hereof, and, unless earlier terminated

pursuant to an express provision of this Agreement, shall continue to be effective through 11:59:59 p.m. on December 31, 2033 (“Expiration Date”).

ARTICLE 3: PURCHASE AND SALE

3.1 Purchase and Sale of Output

(a) Generally. In accordance with the terms and conditions hereof, commencing on the Effective Date and continuing throughout the remaining portion of the Term, Seller shall sell and deliver at the Delivery Point, and Buyer shall purchase and accept from Seller at the Delivery Point, and pay the Contract Price for, all of the Output. Without limiting the generality of the foregoing and for the avoidance of doubt, Buyer’s obligation to purchase, accept and pay the Contract Price for the Output shall not be conditioned on or affected by Buyer’s receipt of payments from its member(s) for Buyer’s resale or transfer of the Output to its member(s). The Buyer is purchasing a Unit Contingent REC that is bundled with Unit Contingent Energy, as further described in Section 3.1(b), and all other Environmental Attributes and Capacity Attributes associated with the Output. Seller shall only be obligated to Schedule and deliver Energy, Environmental Attributes and Capacity Attributes from the Generating Facility, and shall not be obligated to provide replacement Energy, Environmental Attributes and Capacity Attributes due to (i) an Outage, or (ii) an actual quantity of Output that is less than the Expected Annual Contract Quantity.

(b) As-Available; Use-Limited. Seller acknowledges that the Output is produced by water flows, the availability of which is dictated primarily by non-economic, hydrological factors that may result in the Generating Facility not being subject to discretionary variations in the Output. The Output is being sold to Buyer on an as-available, Unit Contingent basis, which means that Seller’s failure to deliver the Output shall be excused where the failure is caused by: (i) the unavailability of water or the unavailability of sufficient differential pressure required for operation of the Generating Facility, as reasonably determined by Seller within its operating procedures and the use of Prudent Utility Practices, and (ii) unavailability of the Generating Facility due to any Outage.

(c) Scheduled and Delivered Amounts. The Seller shall operate the Generating Facility consistent with Prudent Utility Practice and Seller shall deliver the Output consistent with water flow and other factors as described in Section 3.1(b). Buyer shall accept all delivered amounts of the Output. Seller shall use good faith efforts to ensure that the amount of Scheduled deliveries of forecasted Output matches the amount of the actual Output. Seller’s Scheduling Coordinator shall Schedule from the Generating Facility to Buyer’s Scheduling Coordinator using a Physical Trade Scheduled on a day-ahead basis in accordance with the applicable tariffs, including the ISO Tariff, an amount of Energy equal to the forecasted Output for each applicable ISO settlement interval. Notwithstanding the foregoing, the Parties acknowledge that because of the scheduling and settlement requirements of the ISO, as specified in the ISO Tariff, Scheduled deliveries of the forecasted Output on a day-ahead basis and the actual Output may be

unequal during any applicable ISO settlement interval. Due to the differences between Scheduled deliveries of the forecasted Output and the actual Output, any payment due from Buyer to Seller, as set forth in Section 3.1(a), shall be adjusted based on the imbalance energy settlement adjustment equations set forth in Exhibit 2.

3.2 Delivery Point

(a) Allocation of Costs and Risks. Seller shall be responsible for any costs or charges imposed on or associated with the Output or the delivery of the Output hereunder up to and at the Delivery Point. Buyer shall be responsible for any costs or charges imposed on or associated with the Output, or its receipt, after the Delivery Point.

(b) Title and Risk of Loss. Title to, and risk of loss related to, the Output shall transfer from Seller to Buyer at the Delivery Point.

3.3 Environmental Attributes and Capacity Attributes

(a) Generally. Throughout the Term of this Agreement, Seller shall transfer to Buyer, and Buyer shall receive from Seller, all rights, title and interest in and to the Environmental Attributes and Capacity Attributes associated with the Output, whether now existing or that subsequently come into existence during the Term. Seller agrees to transfer title to and make such Environmental Attributes and Capacity Attributes available to Buyer as soon as reasonably practicable following the creation or existence of the Environmental Attributes and Capacity Attributes, as further described in Section 3.3(f). Seller agrees that the Contract Price is the full compensation for the Output, including all Energy, Environmental Attributes, and Capacity Attributes.

(b) No Assignment. Seller shall not assign, transfer, convey, encumber, sell or otherwise dispose of any portion of the Environmental Attributes and Capacity Attributes to any Person other than Buyer.

(c) RPS Compliance. Subject to Section 3.3(i), Seller, at its sole cost, shall ensure that the Generating Facility maintains throughout the Term the ERR status under the RPS Program that existed as of the Effective Date. Seller shall cooperate reasonably with Buyer and provide such certifications or attestations to Buyer as are reasonably necessary to verify that all Environmental Attributes attributable to the Energy have been transferred to Buyer, including, but not limited to, performing all actions and requirements necessary to transfer RECs generated from the Generating Facility from Seller to Buyer.

(d) Reporting Rights. During the Term, Seller shall not report to any Person that the Environmental Attributes and Capacity Attributes granted hereunder to Buyer belong to anyone other than Buyer. Buyer, as the purchaser of RECs sourced from the Generating Facility and, as applicable, the Expansion Plant, has the right to report and publicly disclose its ownership of RECs purchased under this Agreement. For the avoidance of doubt, Buyer may provide a report regarding the RECs to any federal or state agency or any other party at its discretion, and, for the purpose of such reports, RECs shall include those RECs accruing under Section 1605(b) of The Energy Policy Act of 1992, the RPS

Program, and any present or future federal, state, or local law, regulation or bill, or any international or foreign emissions trading program.

(e) Reporting Obligation. Buyer shall have no obligation to report greenhouse gas emissions associated with the Generating Facility to a governmental authority, and any such obligation shall be the sole responsibility of the Seller performed at its own cost.

(f) Transferring Environmental Attributes from Seller to Buyer. Seller shall perform all actions and requirements necessary to transfer all Environmental Attributes, including RECs, associated with the Output to Buyer.

- (i) If the Generating Facility is assigned to Buyer's WREGIS account, whereby RECs produced by WREGIS are deposited directly into Buyer's WREGIS account when created, then no explicit transfer shall be required between Seller and Buyer and RECs attributed to the Output are effectively transferred from Seller to Buyer when the Output is reported by the applicable QRE to WREGIS and RECs are deposited by WREGIS directly into Buyer's WREGIS account.
- (ii) If the Generating Facility is registered and assigned to Seller's WREGIS Account, whereby RECs produced by WREGIS are deposited directly into Seller's WREGIS account when created, then Seller shall perform all actions and requirements necessary, at its sole cost, to transfer to Buyer all RECs attributed to the Output when created by WREGIS. Seller shall be deemed to have delivered the applicable quantity of RECs to Buyer after the transfer of the applicable quantity of RECs to Buyer's WREGIS account is completed. Seller shall initiate the transfer into Buyer's WREGIS account of the quantity of RECs as soon as reasonably practicable after the date on which RECs corresponding to the Output have been created in the WREGIS account for the Generating Facility.
- (iii) The Parties expect that it may be more timely and efficient to follow the process described in subsection (i), above, whereby the Generating Facility is assigned to Buyer's WREGIS account. Buyer agrees to cooperate with Seller as may be reasonably requested by Seller in order to have the Generating Facility assigned to Buyer's WREGIS account.
- (iv) The Parties agree to modify the REC transfer process described herein and to take such other reasonable action as may be necessary in order to effectuate the timely and efficient transfer of RECs to Buyer's WREGIS account. Subsequent to the Effective Date, if the process under which Environmental Attributes, including RECs, are transferred from Seller to Buyer is modified such that the WREGIS process is no longer applicable, the Parties agree to modify the transfer process stated herein to enable the timely and efficient delivery of Environmental Attributes from Seller to Buyer.

(g) Documentation. At Buyer's reasonable request, the Parties, each at their own expense, shall execute all such documents and instruments in order to effectuate the transfer of the Environmental Attributes specified in this Agreement to Buyer. Upon notification by an EA Agency that any transfers contemplated by this Agreement will not be recorded, the Parties shall promptly cooperate in taking all reasonable actions necessary so that such transfer can be recorded. Each Party shall promptly give the other Party copies of all documents it submits to the EA Agency to effectuate any transfers.

(h) Resource Adequacy Benefits. Seller hereby grants, pledges, assigns and otherwise commits to Buyer the full Capacity of the Generating Facility on a Unit Contingent, use-limited basis during the Term for the purpose, among other things, of providing a Resource Adequacy Benefit to Buyer. Seller represents, warrants, and covenants to Buyer that Seller shall not, during the Term, use, grant, pledge, assign, or otherwise commit any portion of the Generating Facility or its Output to provide a Resource Adequacy Benefit to any entity other than Buyer. The Parties shall take commercially reasonable actions to effectuate the use of the Resource Adequacy Benefits of the Generating Facility for Buyer's sole benefit throughout the Term, including but not limited to coordinating and promptly exchanging information that would allow Seller's Scheduling Coordinator to submit Schedules that are reflective of changing hydrological conditions and associated Energy deliveries so as to eliminate or mitigate any diminution in the Resource Adequacy Benefits. Notwithstanding the foregoing, Seller makes no representation or warranty that Buyer will actually realize a Resource Adequacy Benefit from the Generating Facility given the Unit Contingent, use-limited nature of the Generating Facility, as further described in Section 3.1(b), it being understood and agreed that realization of a Resource Adequacy Benefit is determined by resource adequacy rules established under the ISO Tariff.

(i) Change in Law or Regulation; Material Adverse Impact on Parties' Expectations. If a change in law or regulation is reasonably expected to occur after the Effective Date that, if adopted, would cause any of representations and warranties stated in Section 3.3(j) to be materially false or misleading, and that would have a material adverse impact on the Parties' expectation that the Output sold hereunder shall count towards meeting applicable Renewables Portfolio Standard procurement requirements ("Adverse Law"), the procedures and requirements in this sub-section shall apply. Either Party shall inform the other Party upon its awareness of an Adverse Law. Upon notice from one Party to the other Party, the Parties shall meet and confer for the purpose of discussing the impact of the Adverse Law on the Parties' expectations under this Agreement. The Parties shall cooperate in good faith and in a commercially reasonable manner to consider modifications or amendments to this Agreement that would address the effect of the Adverse Law ("Adverse Law Modifications"); provided, however, the foregoing shall not be construed as a requirement that this Agreement must be modified or amended in response to an Adverse Law. If, notwithstanding the Parties' efforts, the Parties are unable to mutually agree on Adverse Law Modifications, Buyer may terminate this Agreement upon written notice to Seller; provided, however, except as described in the following sentence, such termination shall not be effective until the later to occur of (i) ninety (90) calendar days after the effectiveness of the Adverse Law and (ii) ninety (90) calendar days after the termination notice. Notwithstanding the preceding sentence,

during the ninety (90) calendar day-period described in the preceding sentence, Buyer may extend the effectiveness of the termination up to an additional ninety (90) calendar days by providing no less than thirty (30) calendar days' notice to Seller. If termination is extended beyond the original ninety (90) calendar-day period, the Contract Price during the period after the original ninety (90) calendar day-period shall be the greater of (a) sixty percent (60%) of the otherwise applicable Contract Price, as described in Exhibit 2, and (b) the then-applicable day-ahead market price for the Delivery Point, as reflected under the ISO Tariff or a mutually agreeable index.

(j) Seller Representations and Warranties.

Seller represents and warrants that, as of the Effective Date and throughout the Term:

- (i) The Generating Facility qualifies and is certified by the California Energy Commission (CEC-RPS-ID-60169A) as an ERR, as such is defined in California Public Utilities Code Section 399.12(e), and is therefore eligible to be counted towards meeting applicable Renewables Portfolio Standard procurement requirements;
- (ii) The Generating Facility has a first point of interconnection with a California balancing authority, such that the Output qualifies as Portfolio Content Category 1 pursuant to the requirements of California Public Utilities Code Section 399.16(b)(1) in a manner consistent with Section 3203(a) of the *Enforcement Procedures for the Renewables Portfolio Standard for Local Publicly Owned Electric Utilities*, adopted by the California Energy Commission and made effective on October 1, 2013;
- (iii) The RECs transferred from Seller to the Buyer conform to the definition and characteristics required for compliance with the RPS Program;
- (iv) (a) the Generating Facility is a "qualifying small power production facility" as that term is defined in Section 3(17)(C) of the Federal Power Act, and will possess all of the exemptions from regulation provided in 18 C.F.R. Sections 292.601(c) and 292.602; or (b) Seller has market-based rate authority, if applicable, and has made all filings required in connection with this Agreement, under Federal Power Act;
- (v) Seller holds the rights to all Environmental Attributes and Capacity Attributes; and
- (vi) Seller will deliver to Buyer at the Delivery Point the Output free and clear of all liens, security interests, claims and encumbrances or any interest therein, or thereto, by any Person.

3.4 Right of First Refusal for Expansion Plant and Expansion Plant Output

(a) Buyer's Right to Purchase. Seller may in its sole discretion determine, from time to time, to develop, finance, construct and/or operate an Expansion Plant, provided such

Expansion Plant shall not impair, diminish or alter Seller's ability to satisfy its obligations to deliver the Output to Buyer; provided, however, Buyer acknowledges that Seller's ability to satisfy its obligations to deliver the Output may be temporarily impaired, diminished or altered due to development and construction of an Expansion Plant. For the avoidance of doubt, an expansion or modification of the Generating Facility that does not result in the Capacity of the Generating Facility exceeding five (5.0) MW shall not be considered an Expansion Plant, and all Output associated with any such expansion or modification of the Generating Facility shall be purchased and sold hereunder, as generally described in Section 3.1. Each time a determination is made to develop, finance, construct and/or operate an Expansion Plant, Seller shall notify Buyer of such determination and shall offer in writing to sell the Expansion Plant Output to Buyer. The offer shall include the price to be paid by Buyer for the Expansion Plant Output, and other material terms and conditions associated with the offer. If Buyer wishes to accept such offer to purchase all of the Expansion Plant Output on the price and terms described in the offer, Buyer shall so notify Seller within ninety (90) calendar days of Buyer's receipt of such offer. The Parties shall promptly thereafter enter into a good faith negotiation to enter into a definitive agreement incorporating the terms of such offer.

(b) Seller's Right to Sell to Third Parties. If Buyer does not notify Seller in writing within ninety (90) calendar days of receipt of Seller's offer stating that Buyer accept Seller's offer to purchase all of the Expansion Plant Output, Seller shall be free to offer to sell the Expansion Plant Output to one or more third parties at a price and on other terms and conditions which, taken as a whole, are at least as favorable to Seller as the price and other terms and conditions set forth in Seller's offer to Buyer; provided, however, that Buyer's refusal of Expansion Plant Output from one Expansion Plant shall not affect Buyer's right to be offered the Expansion Plant Output from a later Expansion Plant.

ARTICLE 4: METERING

4.1 Metering Requirements

(a) Meter. The purchase and sale of the Output shall be measured by a revenue quality Meter. Such Meter shall be selected, provided, installed, owned, maintained and operated, at Seller's sole cost and expense, by Seller or its designee in accordance with the ISO Tariff. Seller shall exercise reasonable care in the maintenance and operation of the Meter, and shall test and verify the accuracy of the Meter at least annually. Seller shall inform Buyer in advance of the time and date of these tests, and shall permit Buyer to be present at such tests and to receive the results of such tests.

(b) SCADA. As required under the ISO Tariff, Seller shall install and maintain all equipment and data circuits necessary to determine and transmit real time supervisory control and data acquisition ("SCADA") system data and real time data from the Meter to the ISO. Seller shall provide to Buyer a copy of each certificate of compliance, or denial of such certificate, issued by ISO, if any.

(c) Access by Buyer. Buyer shall be provided access to all monitored SCADA points to be used at its discretion in real time monitoring. Buyer may further, at its sole cost and expense, install any updates or upgrades to the Meter, as well as install and maintain check meters and all associated measuring equipment necessary to permit an accurate determination of the quantities of Output delivered under this Agreement, provided that such equipment does not interfere with Seller's Meter. Seller shall permit Buyer or Buyer's representative access to its Generating Facility for the purpose of installing and maintaining such check meters; provided Buyer or Buyer's representative agrees to access and safety rules reasonably established by Seller. Seller shall also list Buyer's Scheduling Coordinator as an "authorized user" pursuant to the Seller's Meter Service Agreement for ISO Metered Entities.

(d) ISO Requirements. Seller shall submit to the ISO, or allow the ISO to retrieve, any meter data required by the ISO related to the Generating Facility and its Output in accordance with the ISO Tariff.

4.2 Meter Inaccuracies and Retroactive Adjustments

If, as determined under the ISO Tariff, including the ISO Business Practice Manual for Metering, the Meter fails to register, the measurement made by the Meter is found upon testing to be inaccurate by an amount exceeding the standard set forth in the ISO Tariff, or the Meter otherwise fails to comply with a standard set forth in the ISO Tariff, an adjustment shall be made in accordance with the ISO Tariff correcting all measurements made by the inaccurate or defective Meter during the Adjustment Period. If the Parties are unable to agree on the amount of the adjustment to be applied to the Adjustment Period, the amount of the adjustment shall be determined: (i) by correcting the error if the percentage of error is ascertainable by calibration, tests or mathematical calculation, or (ii) if not so ascertainable, by estimating on the basis of the deliveries under similar conditions during periods when the Meter was registering accurately. Upon the determination of the amount of any adjustment and upon acceptance of such adjustment by the ISO, Buyer shall pay to Seller any additional amounts then due for deliveries of the Output during the Adjustment Period at such time as other payments are due for the billing period in which the determination is made, or Buyer shall be entitled to a credit against the next subsequent payments due for the deliveries of the Output, whichever case is applicable.

4.3 Records and Audits

Seller and Buyer shall each keep complete and accurate records and all other data reasonably required by each Party for the purposes of proper administration of this Agreement, including such records as may be required by state or federal regulatory authorities. To facilitate payment and verification, Seller and Buyer shall keep all books and records necessary for billing and payments and grant the other Party reasonable access to those records. Seller and Buyer, at their own expense, shall have the right to audit and to examine the billing and operating records and data kept by the other Party relating to the transactions under, and the administration of, this Agreement. All such records and data shall be maintained by each Party throughout the Term and for a period

of not less than two (2) years following the expiration or earlier termination hereof. All such audits and examinations shall be conducted upon reasonable notice, during normal business hours and subject reasonable access and safety rules.

ARTICLE 5: BILLING AND PAYMENT

5.1 Billing

(a) Generally. Seller shall read the Meter at the end of each calendar month of the Term. As soon thereafter as reasonably practicable, and following the transfer of RECs to Buyer's WREGIS account, as described in Section 3.3(f), Seller shall provide, or cause to be provided, to Buyer an invoice for the amount due for the Output delivered in such previous calendar month. Such invoice shall be delivered as specified under Section 10.1.

(b) Disputes over Invoice. Should either Seller or Buyer determine at a later date, but in no event later than one (1) year after the original invoice date, that the invoice amount was incorrect, that Party shall promptly notify the other Party of the error. In the event that an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the disputed portion of the invoice shall be required to be made when due, with notice of the objection given to the other Party. Upon resolution of the dispute, any required payment shall be made within thirty (30) calendar days of such resolution along with interest accrued at the Interest Rate from, and including, the due date to, but excluding, the date paid. Inadvertent overpayments by Buyer shall be returned upon request or deducted by Seller from subsequent payments, with interest accrued at the Interest Rate from, and including, the date of such overpayment to, but excluding, the date repaid or deducted by Seller. Any dispute with respect to an invoice is waived unless the other Party is notified in accordance with this Section 5.1(b) within one (1) year after the invoice is rendered or any specific adjustment to the invoice is made. If an invoice is not rendered within one (1) year after the close of the month during which performance occurred, the right to payment for such performance is waived. Failure of Buyer or its agent to withhold any payment amount is not a waiver of Buyer's right to challenge such amount.

(c) ISO-related Adjustments. As described in Section 5.1(a), the Parties generally expect that an invoice shall relate to amounts due for the Output delivered in the previous calendar month. The Parties acknowledge that delays in the ISO's processes may affect finalization of factors used in the calculation of the imbalance energy settlement adjustment, as described in Exhibit 2. The Parties agree that the issuance of an invoice for the Output delivered in the previous month does not need to be delayed or held until after finalization of factors used in the calculation of the imbalance energy settlement adjustment, and that any adjustments based on the imbalance energy settlement adjustment equations may occur as soon as reasonably practicable following finalizations of such factors.

5.2 Payment

(a) Generally. Subject to Section 5.1(b), all invoices under this Agreement shall be due and payable thirty (30) calendar days after receipt of the invoice. If such day is not a Business Day, then payment shall be due on the next Business Day.

(b) Late Payments and Interest Rate. Payments made after the due date shall be considered late and shall bear interest on the unpaid balance at an annual rate equal to the lesser of (i) two percent (2%) plus the Interest Rate and (ii) the maximum rate permitted by applicable law. Interest shall be computed on the basis of a 365-day year.

(c) Electronic Payments. Each Party shall make payments by electronic funds transfer as set forth in Exhibit 5, or by other mutually agreeable method(s), to the account designated by the other Party.

5.3 Netting of Payments

The Parties hereby agree that they shall discharge mutual debts and payment obligations due and owing to each other on the same date through netting. All amounts owed by each Party to the other for the purchase and sale of the Output during the monthly billing period under this Agreement, including any related damages, interest, and payments or credits, shall be netted so that only the excess amount remaining due shall be paid by the Party who owes it.

5.4 Allocation of Taxes

Seller shall pay or cause to be paid all Taxes on or with respect to the Output delivered hereunder arising at, or prior to, the Delivery Point. Buyer shall pay or cause to be paid all Taxes on or with respect to the Output received after the Delivery Point. In the event Seller is required by law or regulation to remit or pay Taxes which are Buyer's responsibility hereunder, Buyer shall promptly reimburse Seller for such Taxes. If Buyer is required by law or regulation to remit or pay Taxes which are Seller's responsibility hereunder, Buyer may deduct the amount of any such Taxes from the sums due to Seller under this Agreement. Nothing shall obligate or cause a Party to pay or be liable to pay any Taxes for which it is exempt under the law.

ARTICLE 6: SELLER'S ADDITIONAL OBLIGATIONS

6.1 Operation and Maintenance of the Generating Facility

(a) Generally. Seller shall operate and maintain the Generating Facility in accordance with this Agreement, all Requirements of Law, Contractual Obligations, Permits and Prudent Utility Practice.

(b) Compliance. Seller shall, in its own name and at its own expense, seek, obtain, maintain, comply with and, as necessary, renew and modify from time to time, all Permits and other authorizations that are required by any Requirements of Law or Governmental Authority as are necessary for Seller to engage in the activities and obligations required by this Agreement.

(c) Records. Seller shall keep complete and accurate operating and other records and all other data for the purposes of proper administration of this Agreement as reasonably required by Buyer, including such records as may be required by any Requirements of Law, Governmental Authority or Prudent Utility Practice.

(d) Disclosure. Seller shall provide to Buyer such information regarding the permitting, engineering, construction, maintenance, repair or operations of the Generating Facility as Buyer may from time to time reasonably request, subject to licensing or other restrictions of Seller or a third party with respect to confidentiality, disclosure or use.

6.2 Obligation to Schedule and Deliver

(a) Scheduling. Seller shall be responsible for designating a Scheduling Coordinator that shall, with respect to the Generating Facility, perform those functions assigned to a Scheduling Coordinator under the ISO Tariff. Seller's Scheduling Coordinator shall be identified in Exhibit 4. Seller may change its Scheduling Coordinator upon reasonable advance written notice to Buyer. Seller shall Schedule or cause to be Scheduled the forecast Output in accordance with, and shall at all times comply with, all applicable ISO Tariff requirements and the provisions of Exhibit 4. Pursuant to Section 3.1(c), Seller's Scheduling Coordinator shall Schedule an amount equal to the forecast Output to Buyer's Scheduling Coordinator using a Physical Trade Scheduled on a day-ahead basis in accordance with the ISO Tariff for each applicable ISO scheduling interval.

(b) Agreement with Transmission Provider. Seller shall, at its own cost and expense, cause to be maintained its Interconnection Agreement and such other agreements with the Transmission Provider as needed to enable Seller to maintain its Interconnection of the Generating Facility to transmit Capacity and Energy to the Delivery Point.

(c) Agreements with ISO. Seller shall, at its own cost and expense, cause to be maintained agreements with the ISO required by the ISO for the Generating Facility to deliver power into the ISO-controlled grid, including, but not limited to, a Meter Service Agreement for ISO Metered Entities and a Participating Generator Agreement.

(d) Start-ups and Shut-downs. Seller shall coordinate all Generating Facility start-ups and shut-downs, in whole or in part, with Buyer in accordance with ISO scheduling protocols and the reasonable protocols established by Buyer that are not inconsistent with the ISO Tariff and ISO procedures, as specified in Exhibit 4.

6.3 Modifications to the Generating Facility

Seller shall obtain Buyer's written consent, which shall not be unreasonably withheld or delayed, prior to making any modifications to the Generating Facility that could adversely affect Seller's or Buyer's ability to perform their respective obligations under this Agreement or that could adversely affect Seller's ability to deliver the Expected Annual Contract Quantity; provided, however, the foregoing shall not be construed as requiring Buyer's written consent in order for Seller to modify the Generating Facility in compliance with any Requirements of Law. "Modifications" as used herein does not include water-related modifications, including, but not limited to, modifications to the

reservoir providing the water for the Generating Facility, or the operation of the dam which creates the reservoir (including sales or spilling of water such that the water does not flow through the turbines); provided, however, while Buyer's written consent shall not be required for water-related modifications Seller shall nevertheless provide reasonably prompt notice to Buyer of the occurrence or likely occurrence of such water-related modifications and what impact such modifications may have on Seller's ability to deliver the Output to Buyer.

ARTICLE 7: FORCE MAJEURE

7.1 Force Majeure Events

(a) Excuse. Subject to Section 7.2, and except as expressly set forth herein, neither Party shall be considered in default under this Agreement for any delay or failure in its performance under this Agreement (including any obligation to deliver or accept the Output) if such delay or failure is due to a Force Majeure Event, but only to the extent that:

- (i) such Force Majeure Event is not attributable to fault or negligence on the part of that Party;
- (ii) such Force Majeure Event is caused by factors beyond that Party's reasonable control; and
- (iii) despite taking all reasonable technical and commercial precautions and measures to prevent, avoid, mitigate or overcome such event and the consequences thereof, the Party affected has been unable to prevent, avoid, mitigate or overcome such event or consequences.

(b) Definition. "Force Majeure Event" may include, subject to Section 7.1(a) and (c):

- (i) acts of God such as storms, floods, lightning and earthquakes;
- (ii) sabotage or destruction by a third party of facilities and equipment relating to the performance by the affected Party of its obligations under this Agreement;
- (iii) Transmission System or generating equipment failure;
- (iv) war, riot, acts of a public enemy or other civil disturbance;
- (v) strike, walkout, lockout or other significant labor dispute; or
- (vi) curtailment by the ISO, or its successor, but only to the extent that the ISO declares a "System Emergency" or "Uncontrollable Force" under the ISO Tariff.

- (c) Exclusion. “Force Majeure Event” does not include the following:
- (i) economic hardship of either Party;
 - (ii) failure or delay in the granting of Permits;
 - (iii) failures or delays by the Transmission Provider or the ISO in entering into, or performing under, all agreements with Seller contemplated by this Agreement; or
 - (iv) curtailment or interruption of transmission services, other than by the ISO where the ISO declares a “System Emergency” or “Uncontrollable Force” under the ISO Tariff.

7.2 Conditions

In addition to the conditions set forth in Section 7.1(a), a Party may rely on a claim of a Force Majeure Event to excuse its performance only to the extent that such Party:

- (i) provides prompt notice of such Force Majeure Event to the other Party, giving an estimate of its expected duration and the probable impact on the performance of its obligations under this Agreement;
- (ii) exercises all reasonable efforts to continue to perform its obligations under this Agreement;
- (iii) expeditiously takes action to correct or cure the event or condition excusing performance so that the suspension of performance is no greater in scope and no longer in duration than is dictated by the problem; provided, however, that settlement of strikes or other labor disputes shall be completely within the sole discretion of the Party affected by such strike or labor dispute;
- (iv) exercises all reasonable efforts to mitigate or limit damages to the other Party; and
- (v) provides prompt notice to the other Party of the cessation of the event or condition giving rise to its excuse from performance.

7.3 Termination Due To Force Majeure Event

In addition to and without limiting any other provisions of this Agreement, if a Party is prevented from performing its material obligations under this Agreement by a Force Majeure Event for a period of either (i) three hundred and sixty five (365) consecutive days or more, or (ii) seven hundred and thirty (730) non-consecutive days or more (whether full or partial days), the unaffected Party may terminate this Agreement, without liability of either Party to the other, upon thirty (30) days written notice at any time after the expiration of such periods and during the Force Majeure Event.

ARTICLE 8: DEFAULT/REMEDIES/TERMINATION

8.1 Events of Default

An “Event of Default” shall mean, with respect to each Party, the occurrence of any of the following:

- (i) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within ten (10) Business Days after written notice;
- (ii) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated;
- (iii) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default) if such failure is not remedied within thirty (30) calendar days after written notice (provided that if such failure is not capable of being remedied within such period, then for such longer period as is reasonably needed to effect the remedy, not to exceed one-hundred-eighty (180) calendar days, so long as the failing Party diligently pursues such remedy);
- (iv) the initiation of an involuntary proceeding against such Party under the bankruptcy or insolvency laws, which involuntary proceeding remains undismissed for sixty (60) calendar days, or in the event of the initiation by such Party of a voluntary proceeding under the bankruptcy or insolvency laws;
- (v) such Party either voluntarily or involuntarily consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other Party; or
- (vi) Seller sells or transfers Buyer’s share of the Output (or any individual component thereof) to any Person other than Buyer.

8.2 Remedies; Termination for Default

(a) Termination for Default. In the event the defaulting Party fails to cure the Event of Default within the period for curative action under Sections 8.1, as applicable, the non-

defaulting Party may terminate this Agreement by notifying the defaulting Party in writing of (i) the decision to terminate and (ii) the effective date of the termination.

(b) Remedies. For all claims, causes of action and damages with respect to an Event of Default, in addition to the right to termination under Section 8.2(a), the non-defaulting Party shall be entitled to foreclose upon, or otherwise employ, any security provided by the defaulting Party, if any, and to recover actual damages allowed by law unless otherwise limited by this Agreement. Neither the enumeration of Events of Default in Sections 8.1, nor the termination of this Agreement by a non-defaulting Party pursuant to Section 8.2(a), shall limit the right of a non-defaulting Party to rights and remedies available at law, including claims for breach of contract or failure to perform by the other Party and for direct damages incurred by the non-defaulting Party as a result of the termination of this Agreement.

(c) Limitations. Except as otherwise specifically and expressly provided in this Agreement, neither Party shall be liable to the other under this Agreement for any indirect, special or consequential damages, including loss of use, loss of revenues, loss of profit, interest charges, cost of capital or claims of its customers or members to which service is made. Under no circumstances shall the non-defaulting Party be required to make a termination payment or other payment in respect of any damages to the defaulting Party (except for payments due under this Agreement for performance prior to termination).

(d) Survival of Obligations. The following rights, obligations or provisions shall survive termination or expiration of this Agreement:

- (i) obligations by one Party to the other for payment of any amounts, or for performance of any duties, that have accrued or arose prior to, or have directly resulted from, the expiration or termination of this Agreement;
- (ii) indemnity obligations contained in Section 8.3, which shall survive to the full extent of the statute of limitations period applicable to any third party claim;
- (iii) limitation of liability provisions contained in Section 10.18;
- (iv) the right to dispute an invoice pursuant to Section 5.1(b); provided, however, the right to dispute an invoice shall not extend beyond the time period specified in Section 5.1(b); or
- (v) the Confidentiality obligations under Section 10.5.

8.3 Defense and Indemnification

Seller and Buyer (each an “Indemnifying Party”) mutually agree to defend, indemnify, and hold each other, and their respective members, officers, directors, employees and agents, and the officers, directors, employees and agents of their members, (each an “Indemnified Party”) harmless from and against all claims, demands, losses, liabilities,

and expenses (including reasonable attorneys' fees) suffered by an Indemnified Party or claimed against an Indemnified Party (collectively, "Damages") arising from personal injury, bodily injury (including death) or property damage to the extent arising out of, resulting from, or caused by the Indemnifying Party's negligent or intentional conduct.

This defense and indemnification obligation shall apply notwithstanding any negligent or intentional acts by the Indemnified Party which also caused the Damages, but the Indemnifying Party's obligation to indemnify the Indemnified Party shall be reduced in proportion to the percentage by which the Indemnified Party's own negligent or intentional acts caused the Damages.

These defense and indemnity provisions shall not be construed to relieve any insurer of its obligation to pay claims consistent with the provisions of a valid insurance policy.

ARTICLE 9: GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS

9.1 Seller's Representations, Warranties and Covenants

In addition to Seller's representations and warranties in section 3.3(j), Seller represents, warrants and covenants to Buyer that:

- (i) Seller is duly organized and validly existing pursuant to Chapter 52 of the California Water Code Appendix. Seller has the lawful power to engage in the business it presently conducts and contemplates conducting in this Agreement and Seller is duly qualified in each jurisdiction wherein the nature of the business transacted by it makes such qualification necessary;
- (ii) Seller has the legal power and authority to make and carry out this Agreement and to perform its obligations hereunder; all such actions have been duly authorized by all necessary proceedings on its part;
- (iii) this Agreement has been duly and validly executed and delivered by Seller and, as of the Effective Date, constitutes a legal, valid and binding obligation of Seller, enforceable in accordance with its terms against Seller, except to the extent that its enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the rights of creditors generally or by general principles of equity;
- (iv) there are no actions, suits, proceedings or investigations pending or, to the knowledge of Seller, threatened in writing against Seller, at law or in equity before any court or Governmental Authority, which individually or in the aggregate are reasonably likely to have a materially adverse effect on the business, properties or assets or the condition, financial or otherwise, of Seller, or to result in any impairment of Seller's ability to perform its obligations under this Agreement; and

- (v) the execution, delivery and performance of this Agreement by Seller will not conflict with its governing documents, any applicable laws, or any covenant, agreement, understanding, decree or order to which Seller is a party or by which it is bound or affected.

9.2 **Buyer Representations and Warranties**

Buyer represents and warrants to Seller that as of the date of execution of this Agreement:

- (i) Buyer is a joint powers agency established pursuant to the laws of the State of California, and has all requisite corporate power and authority to own, lease, and operate its properties and to carry on its business as is now being conducted;
- (ii) Buyer is duly qualified or licensed to do business as a joint powers agency and is in good standing in each jurisdiction in which the property owned, leased or operated by it or the nature of the business conducted by it makes such qualification necessary, except where the failure to be so duly qualified or licensed and in good standing would not have a material adverse effect;
- (iii) Buyer has the legal power and authority to make and carry out this Agreement and to perform its obligations hereunder and all such actions have been duly authorized by all necessary proceedings on its part;
- (iv) the execution, delivery and performance of this Agreement by Buyer will not conflict with its governing documents, any applicable laws or any covenant, agreement, understanding, decree or order to which Buyer is a party or by which it is bound or affected;
- (v) this Agreement has been duly and validly executed and delivered by Buyer and, as of the Effective Date, constitutes a legal, valid and binding obligation of Buyer, enforceable in accordance with its terms against Buyer, except to the extent that its enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the rights of creditors generally or by general principles of equity; and
- (vi) there are no actions, suits, proceedings or investigations pending or, to the knowledge of Buyer, threatened in writing against Buyer, at law or in equity before any court or Governmental Authority, which individually or in the aggregate are reasonably likely to have a materially adverse effect on the business, properties or assets or the condition, financial or otherwise, of Buyer, or to result in any impairment of Buyer's ability to perform its obligations under this Agreement.

ARTICLE 10: MISCELLANEOUS

10.1 Notices

All written notices, requests, statements or payments under this Agreement shall, unless otherwise specified herein, be deemed properly sent if delivered in person or sent by facsimile, reliable overnight courier, or sent by registered or certified mail, postage prepaid to the persons specified in Exhibit 6a or 6b. Notice by facsimile or hand delivery shall be effective at the close of business on the day actually received, if received during a Business Day, and otherwise shall be effective at the close of the next Business Day. Notice by overnight United States mail or courier shall be effective on the next Business Day after it was sent. A Party may change its addresses by providing notice of same in accordance with this section.

10.2 Dispute Resolution

(a) Arbitration or Mediation. All disputes arising from this Agreement shall be resolved by binding arbitration. Prior to initiating arbitration and subject to Section 5.1(b), any dispute under this Agreement between Seller and Buyer shall, at the request of any Party, be referred to a senior representative of each of the Parties for resolution on an informal basis as promptly as practicable. In the event the senior representatives are unable to resolve the dispute, the matter may, within thirty (30) days of the senior representatives' failure to reach agreement, be submitted by either Party to binding arbitration consistent with subsection (c).

(b) Remedies. Nothing in this Section 10.2 shall be construed to delay the exercise of remedies pursuant to Section 8.2 pending the resolution of any dispute.

(c) Arbitration. Disputes referred for resolution by binding arbitration shall be resolved pursuant to the California Arbitration Act (California Code of Civil Procedure section 1280 *et seq.*) subject to the following:

- (i) Each Party shall, within fourteen (14) calendar days of referral, appoint an expert for inclusion on the arbitration panel.
- (ii) Within fourteen (14) calendar days of the later of such appointments, the two Party-appointed experts shall agree upon and appoint a third expert. The third expert shall have at least five (5) years of experience in electricity generation and sales matters in California and shall not have been employed by either Party, including as a consultant, or have had any other financial relationship to either Party, in the prior five (5) years.
- (iii) In the event that a third expert cannot be agreed upon by the two Party-appointed experts within such fourteen (14) calendar day period, the Parties shall request the Presiding Judge of the Superior Court of Alameda County, California to appoint the third expert. The three experts shall be referred to as the "Arbitration Panel."

- (iv) Within fourteen (14) calendar days of the appointment of the third expert, each Party shall provide to the Arbitration Panel and the other Party such materials and written argument as it determines to be relevant to the dispute. The Arbitration Panel may, in its discretion, convene a hearing at which each Party may be subject to inquiry by the Arbitration Panel and/or the other Party; provided, however, such Party shall not be required to provide materials beyond those already provided.
- (v) The Arbitration Panel shall render a decision on the dispute by a simple majority vote within ninety (90) calendar days of the selection of the third expert, and shall produce a written explanation for its decision.

10.3 Regulatory Compliance

Each Party shall at all times comply with all Requirements of Law applicable to it. As applicable, each Party shall give all required notices, shall procure and maintain all Permits necessary for performance of this Agreement, and shall pay its respective charges and fees in connection therewith. In the event of any change to the ISO Tariff that materially impacts either Party's obligations or ability to perform under this Agreement, either Party may request that the Parties engage in good faith negotiations to amend this Agreement such that an equitable balance of benefits and burdens may be restored to the Parties. In the event that the Parties are unable to agree upon any amendments to this Agreement within sixty (60) calendar days of the request for negotiations, either Party may invoke the dispute resolution provisions of Section 10.2. Pending any resolution under Section 10.2, the Parties shall continue to comply with the provisions of this Agreement.

10.4 No Dedication of Facilities

Any undertaking by one Party to the other under any provision of this Agreement shall not constitute the dedication of the Generating Facility or any portion thereof to the public or to any portion thereof.

10.5 Confidentiality

For purposes of this Agreement, "Confidential Information" means information in respect of the business of either Party provided by one Party to the other in accordance with, or in furtherance of, this Agreement including this Agreement, the content of documents, ideas, business methods, finances, prices, business plans, financial development plans, manpower plans, customer lists or details, computer systems, software, know-how, trade secrets or other matters connected with such Party's obligations hereunder; provided, however, that Confidential Information shall not include information that (i) at the time of disclosure or thereafter is generally available to, or known by, the public other than as a result of a disclosure by the receiving Party or its representatives; (ii) was available to the receiving Party on a non-confidential basis from a source other than the disclosing Party; or (iii) was otherwise independently acquired or developed by the receiving Party without violating its obligations hereunder.

All Confidential Information obtained by either Party from the other Party shall be used only in connection with such Party's exercise of its rights or performance of its obligations under this Agreement and shall not be disclosed to any third party, except as may be required by law (including the California Public Records Act, Cal. Government Code Section 6250, *et seq.*), applicable regulation or judicial process; provided, however, that if the receiving Party is required to disclose such Confidential Information by applicable law, regulation or legal process, the receiving Party shall promptly notify the disclosing Party of such pending disclosure prior to such disclosure to permit the other Party to seek such judicial protection from disclosure as it may deem appropriate. And further provided, however, that a Party may, at any time, disclose any information: (i) determined by its attorney to be required by law to be disclosed by a public entity, and (ii) Buyer may disclose any such information to those of its members that receive some or all of the Output, whether directly or indirectly, from Buyer. The provisions of this Section 10.5 shall survive for three (3) years after the expiration or earlier termination of this Agreement.

10.6 Assignment

(a) Buyer. Buyer may, without the consent of Seller (and without relieving itself from liability hereunder) assign this Agreement or assign or delegate its rights and obligations under this Agreement, if such assignment is made to: (i) one or more of its members; or (ii) where such assignment does not occur by operation of law, any successor to Buyer provided such successor is a public utility holding a certificate of public convenience and necessity granted by the California Public Utilities Commission, or is a municipal utility.

(b) Seller. Seller may, without the consent of Buyer (and without relieving itself from liability hereunder) pledge, encumber, or assign this Agreement or the account, revenues or proceeds hereof as collateral security in connection with any financing or other financial arrangements for the Generating Facility (and not for any other financing or financial arrangement purposes), provided that in connection with any such pledge, encumbrance, or assignment, the assignee agrees that upon any foreclosure or exercise of similar remedies upon the Generating Facility or material assets thereof, such assignee shall be bound by this Agreement.

(c) Written Consent Needed. Except as stated above, neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned by either Party, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Any assignment of this Agreement in violation of the foregoing shall be, at the option of the non-assigning Party, void.

(d) Binding on Parties. This Agreement and all of the provisions hereof are binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

10.7 Waiver of Rights

Waivers of any rights hereunder must be in writing and shall not be implied from performance or usage of trade. The failure of either party to this Agreement to enforce or insist upon compliance with or strict performance of any of the terms or conditions hereof, or to take advantage of any of its rights hereunder, shall not constitute a waiver or relinquishment of any such terms, conditions or rights, but the same shall be and remain at all times in full force and effect.

10.8 Section Headings

All titles, subject headings, section titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the meaning of the contents or scope of the Agreement.

10.9 No Third Party Beneficiary

This Agreement shall not be construed to create rights in, or to grant remedies to, any third party (other than a permitted successor or assignee bound to this Agreement) as a beneficiary of this Agreement or any duty, obligation or undertaking established herein.

10.10 Forward Contract

The Parties acknowledge and agree that this Agreement and the transactions contemplated by this Agreement constitute a “forward contract” within the meaning of the United States Bankruptcy Code.

10.11 Applicable Law

This Agreement is made in the State of California and shall be interpreted and governed by the laws of the State of California and/or the laws of the United States, as applicable.

10.12 Venue

The Parties hereby submit to the exclusive jurisdiction of the state courts sitting in the County of Alameda, State of California.

10.13 Nature of Relationship

The duties, obligations and liabilities of the Parties are intended to be several and not joint or collective. The Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Seller and Buyer or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. A Party shall not have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or act as or be an agent or representative of or otherwise bind the other Party.

10.14 Good Faith and Fair Dealing; Reasonableness

The Parties agree to act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this Agreement. Unless expressly provided otherwise in this Agreement: (i) wherever the Agreement requires the consent, approval or similar action by a Party, such consent, approval or similar action shall not be unreasonably withheld or delayed; and (ii) wherever the Agreement gives a Party a right to determine, require, specify or take similar action with respect to matters, such determination, requirement, specification or similar action shall be reasonable.

10.15 Severability

Should any provision of this Agreement be or become void, illegal or unenforceable, the validity or enforceability of the other provisions of this Agreement shall not be affected and shall continue in full force and effect. The Parties will, however, use their best endeavors to agree on the replacement of the void, illegal, or unenforceable provision(s) with legally acceptable clauses that correspond as closely as possible to the sense and purpose of the affected provision.

10.16 Counterparts

This Agreement may be executed in two or more counterparts and by different Parties on separate counterparts, all of which shall be considered one and the same Agreement, and each of which shall be deemed an original.

10.17 Cooperation

The Parties agree to reasonably cooperate with each other in the implementation and performance of the Agreement. Such duty to cooperate shall not require either Party to act in a manner inconsistent with its rights under this Agreement.

10.18 Limitation of Liabilities

To the extent permitted by law, no Party's directors, members of its governing bodies, officers or employees, or in the case of Buyer any of its members or their governing bodies, officers or employees, shall be liable to any other party or parties for any loss or damage to property, loss of earnings or revenues, personal injury, or any other direct, indirect, or consequential damages or injury, or punitive damages, which may occur or result from the performance or non-performance of this Agreement, including any negligence arising hereunder. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL

OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED, UNLESS THE PROVISION IN QUESTION PROVIDES THAT THE EXPRESS REMEDIES ARE IN ADDITION TO OTHER REMEDIES THAT MAY BE AVAILABLE. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. UNLESS EXPRESSLY HEREIN PROVIDED, AND SUBJECT TO THE PROVISIONS OF SECTION 8.3, IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

10.19 Further Assurances

The Parties hereto agree to execute and deliver promptly, at the expense of the Party requesting such action, any and all other and further instruments, documents and information that a Party may request, and that are reasonably necessary, or appropriate, to give full force and effect to the terms and intent of this Agreement.

10.20 Time is of the Essence

Time is of the essence to this Agreement and in the performance of all of the covenants, obligations and conditions hereof.

10.21 Construction

The Parties acknowledge that this Agreement was jointly prepared by them, by and through their respective legal counsel, and any uncertainty or ambiguity existing herein shall not be interpreted against either Party on the basis that the Party drafted the language, but otherwise shall be interpreted according to the application of the rules on interpretation of contracts.

10.22 Entire Agreement; Integration

This Agreement, together with all the recitals and the exhibits attached hereto, constitutes the entire agreement between the Parties and supersedes any and all prior oral or written understandings. No amendment, addition to or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it, unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the Parties.

* * *

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the dates set forth below.

BUYER – NORTHERN CALIFORNIA POWER AGENCY

By: _____

Name: James H. Pope
Title: General Manager

Date: _____

Approved as to form:

Attest:

Michael F. Dean
General Counsel

Name:
Title:

SELLER - MONTEREY COUNTY WATER RESOURCES AGENCY

By: _____

Name: David E. Chardavoigne
Title: General Manager

Date: _____

Approved as to form:

Approved as to form:

Patrick McGreal
Deputy County Counsel

Name:
Auditor Controller

Name:
Risk Management

Name:
Principal Administrative Analyst

EXHIBITS

<u>Exhibit 1</u>	Description of Generating Facility
<u>Exhibit 2</u>	Contract Price
<u>Exhibit 3</u>	Expected Annual Contract Quantity
<u>Exhibit 4</u>	Operations Forecasts and Scheduling Protocols
<u>Exhibit 5</u>	Payment / Wire Instructions
<u>Exhibit 6a</u>	Contacts, Buyer
<u>Exhibit 6b</u>	Contacts, Seller

Exhibit 1

DESCRIPTION OF GENERATING FACILITY

Name:	Lake Nacimiento Hydroelectric Project
Owner:	Monterey County Water Resources Agency (MCWRA)
Location:	10690 Lake Nacimiento Dr., Bradley, CA 93426
Rated Output:	4.4 MW
Type of Facility:	Hydroelectric Project
Delivery Point:	CAISO PNode (OILFLDS_6_GN009)
Operator:	MCWRA
Resource ID:	OILFLD_7_QFUNTS
CEC Renewable ID:	CEC RPS-ID-60169A
WREGIS ID:	No. W631
Scheduling Coordinator:	Viasyn
SQMD Meter Location:	10630 Lake Nacimiento Dr., Bradley, CA 93426

Exhibit 2

CONTRACT PRICE

Pursuant to Section 3.1(a) and 3.1(c) Buyer shall pay Seller for the Output based on the Contract Price set forth below for the applicable delivery period, subject to adjustment based on the imbalance energy settlement adjustment equations set forth below to account for the differences between Scheduled forecasted Output and metered Output during each applicable ISO settlement interval.

CONTRACT YEAR	PRICE (\$/MWh)
2014	\$
2015	\$
2016	\$
2017	\$
2018	\$
2019	\$
2020	\$
2021	\$
2022	\$
2023	\$
2024	\$
2025	\$
2026	\$
2027	\$
2028	\$
2029	\$
2030	\$
2031	\$
2032	\$
2033	\$

1. Imbalance Energy Settlement Adjustment

a) If Generating Facility Output $MWh_{metered}$ is greater than Scheduled $MWh_{physical\ trade}$ then Seller shall pay to Buyer the following imbalance energy settlement adjustment for each applicable ISO settlement interval:

a. $\max(\$0, RTLMP_{node}) * \max(0, MWh_{metered} - MWh_{physical\ trade})$

i. Where:

1. $RTLMP_{node}$ is the real-time locational marginal price at the Delivery Point for the applicable ISO settlement interval;
2. $MWh_{metered}$ is the actual metered Output from the Generating Facility for the applicable ISO settlement interval; and
3. $MWh_{physical\ trade}$ is the Scheduled forecasted Output of the Generating Facility for the applicable ISO settlement interval provided from Seller's Scheduling Coordinator to Buyer's Scheduling Coordinator through the use of an Inter-SC Trade submitted in the day-ahead market time frame.

b) If Generating Facility Output $MWh_{metered}$ is less than Scheduled $MWh_{physical\ trade}$ then Buyer shall pay to Seller the following imbalance energy settlement adjustment for each applicable ISO settlement interval:

a. $DALMP_{node/APN} * \max(0, MWh_{physical\ trade} - MWh_{metered})$

i. Where:

1. $DALMP_{node/APN}$ is the day-ahead locational marginal price calculated by the ISO at the Delivery Point, the aggregated pricing node (e.g., NP15 EZ Gen Hub), or a combination of such price, based on the quantity and location of the $MWh_{physical\ trade}$ for the applicable ISO settlement interval;
2. $MWh_{metered}$ is the actual metered Output from the Generating Facility for the applicable ISO settlement interval; and
3. $MWh_{physical\ trade}$ is the Scheduled forecasted Output of the Generating Facility for the applicable ISO settlement interval provided from Seller's Scheduling Coordinator to Buyer's Scheduling Coordinator through the use of an Inter-SC Trade submitted in the day-ahead market time frame.

Exhibit 3

EXPECTED ANNUAL CONTRACT QUANTITY

The Expected Annual Contract Quantity for the Generating Facility is approximately 14,000 MWh per Contract Year. Seller and Buyer acknowledge the Expected Annual Contract Quantity is based on historic electrical output produced at the Generating Facility and thus provides a reasonable expectation of electrical output during a typical year. Seller and Buyer also acknowledge annual electrical output may vary significantly from 14,000 MWh and that during the years from 1998 through 2012 the electrical output produced at the Generating Facility has been as low as 6,578 MWh and as high as 19,854 MWh. Notwithstanding anything to the contrary herein, the establishment of the Expected Annual Contract Quantity shall not alter or modify the as-available, Unit Contingent basis for deliveries of the Output, as described in Section 3.1(b).

Exhibit 4

OPERATIONS FORECASTS and SCHEDULING PROTOCOLS

1. Annual Operations Forecast

- 1.1. No later than September 10th of each Contract Year, Seller will provide an annual operations forecast detailing hourly expected generation and all proposed planned outages for the next calendar year. The annual operations forecast for the first Contract Year shall be provided no later than thirty (30) calendar days prior to the Effective Date.
- 1.2. Buyer may request modifications to the annual operations forecast at any time, and Seller shall use good faith efforts to accommodate Buyer's requested modifications.
- 1.3. Seller shall not conduct planned outages at times other than as set forth in its annual operations forecast, unless approved in advance by the ISO.
- 1.4. Seller shall not conduct planned outages during the peak months (May through September).

2. Short Term Operations Forecasts

2.1. Quarterly Operations Forecast

- 2.1.1. Twenty (20) days prior to beginning of each quarter, Seller shall provide a quarterly operations forecast by hour of expected generation and all proposed planned outages.
- 2.1.2. Quarterly operations forecast will also include any requested additions or modifications to planned outages for the next twelve (12) months.
- 2.1.3. Buyer will approve or require modifications to the proposed quarterly operations forecast within ten (10) calendar days of receipt of the quarterly operations forecast.
- 2.1.4. If required by Buyer, Seller will provide a modified quarterly operations forecast to Buyer no later than seven (7) calendar days after receipt of required modifications from Buyer.

2.2. Weekly Update

- 2.2.1. No later than 14:00 hours each Wednesday prior to the following week (Sunday through Saturday), Seller shall provide an electronic update, in a format specified by Buyer, to the quarterly operations forecast for the next seven (7) calendar days.

2.2.2. The weekly update shall include hourly expected generation and all proposed planned Outages for that week.

3. Outage Detail for Annual and Short Term Operations Forecasts

3.1. Outage information provided by Seller shall include, at a minimum, start and stop time of Outage, capacity out of service (kWh), equipment out of service, and reason for the Outage and emergency return time, if applicable.

4. General Scheduling Protocols

4.1. Daily modifications to forecasts. Unless otherwise mutually agreed, Seller may make changes to the weekly forecasts by providing such changes to Buyer prior to 08:00 hours two (2) Business Days before the active scheduling day.

4.1.1. Active scheduling day as determined by the WECC scheduling calendar.

4.1.2. Example: For power that is scheduled for generation or delivery on Thursday, March 29, changes must be submitted to Buyer no later than 08:00 hours on Tuesday, March 27.

4.2. At Seller's request, Buyer may modify generation and load schedules for unforeseen circumstances in accordance with the above scheduling timeline constraints and Buyer's Scheduling Coordinator.

4.3. In the absence of forecasts and schedules as required by this Agreement or this Exhibit, Buyer shall utilize the most current information provided by Seller in the development and submission of Schedules.

5. Notices

5.1. All Scheduling notices and Schedules shall be submitted to Buyer by phone, fax or email to the following persons:

5.1.1. For Day Ahead Schedule changes, inform the Buyer's Pre-Scheduling Contact listed in Exhibit 6a.

6. Example Form for Day-Ahead Schedule of Physical Trade

June [__], 20__

Hour Ending	Expected Capability
1	3.10
2	3.10
3	3.10
4	3.10

5	3.09
6	3.08
7	3.10
8	3.10
9	3.10
10	3.11
11	3.10
12	3.10
13	3.12
14	3.13
15	3.13
16	3.12
17	3.05
18	3.04
19	3.06
20	3.10
21	3.10
22	3.10
23	3.10
24	3.10

Expected Daily Temperatures (in Fahrenheit):

_____ Low
 _____ High

Contact Information:

Scheduling Coordinator: VIASYN, Inc.

Facility / City: 2440 Camino Ramon, Suite 299
San Ramon, CA 94583

24x7 Operations: 925-904-1904
scheduling@viasyn.com

Facsimile: 925-904-1916

Business contact: 925-904-1900

Exhibit 5

PAYMENT / WIRE INSTRUCTIONS

**NORTHERN CALIFORNIA POWER AGENCY (Buyer)
WIRE INSTRUCTIONS**

The following information is to be used when wiring funds for deposit to Buyer:

U.S. Bank
ABA# 121122676
For Deposit to:
Northern California Power Agency
Acct. No. 1-534-0216-2744

For information purposes, please fax a copy of the wire instructions to Buyer at (916) 781-4255, Attention Treasurer-Controller.

**MONTEREY COUNTY WATER RESOURCES AGENCY (Seller)
WIRE INSTRUCTIONS**

The following information is to be used when wiring funds for deposit to Seller:

To be provided by Seller to Buyer

For information purposes, please fax a copy of the wire instructions to [*Seller's Name*] at [*Seller's phone number*], Attention [*Seller's relevant contact person*].

Exhibit 6a

NCPA (BUYER) CONTACTS

1. Contract Management

Name	Phone	Email
Tony Zimmer	916-781-4229	tony.zimmer@ncpa.com

2. Billing/Invoice Issues

Name	Phone	Email
Bob Caracristi	916-781-4224	bob.caracristi@ncpa.com
Mike Whitney	916-781-4205	mike.whitney@ncpa.com

3. NCPA Pre-Scheduling

Monthly, weekly and daily generation schedules are to be provided to NCPA Pre-Scheduling contacts.

Name	Phone	Email
Kevin McMahan	916-786-0123 916-781-4227	kevin.mcmahan@ncpa.com
Phil Mensonides	916-786-0124	phil.mensonides@ncpa.com
Don Imamura	916-781-4240	don.imamura@ncpa.com
Ken Goeke	916-781-4290	ken.goeke@ncpa.com
Pre-Scheduling (FAX)	916-781-4239	

4. NCPA Schedule Coordination

All Hour Ahead or Real-Time Schedule changes are to be provided to NCPA Scheduling Coordinator Contacts.

Name	Phone	Email
NCPA Scheduling Coordinator	916-781-4237 (FAX) 916-781-4226	SC2@ncpa.com

5. NCPA Dispatch/Outage Coordination

All Planned and/or Forced Outages of Generating Facilities are to be provided to NCPA Dispatch/Outage Coordination.

Name	Phone	Email
Tracy Bibb <i>(Supervisor of Dispatch Operations)</i>	916-781-4225	tracy.bibb@ncpa.com
NCPA Dispatch NCPA Scheduling Coordinator NCPA Dispatch (FAX)	916-786-3518 916-781-4237 916-781-4226	Dispatch@ncpa.com SC2@ncpa.com

Exhibit 6b

MONTEREY COUNTY WATER RESOURCES AGENCY (SELLER) CONTACTS

1. Contract Management

Name	Phone	Email
R.J. Schembs	(925) 904-4421	rschembs@viasyn.com

2. Billing/Invoice Issues

Name	Phone	Email
Monica Sutphin	(925) 904-4420	msutphin@viasyn.com

3. Pre-Scheduling and Dispatch/Outage Coordination

Annual, Quarterly, Weekly and Daily generation schedules:

Name	Phone	Email
24x7 Operations	(925) 904-1904	scheduling@viasyn.com
Pre-Scheduling (FAX)	(925) 904-1916	

4. Operator and Real Time Issues

All Planned and/or Forced Outages of generation facilities are to be provided to NCPA Dispatch/Outage Coordination.

Name	Phone	Email
24x7 Operations	(925) 904-1904	scheduling@viasyn.com
Pre-Scheduling (FAX)	(925) 904-1916	

2164548.2

**MONTEREY COUNTY WATER RESOURCES AGENCY
BOARD OF DIRECTORS**

MEETING DATE:	January 27, 2014	AGENDA ITEM:	
AGENDA TITLE:	Consider approving a professional services agreement with Power Systems Professionals, Inc. (dba 'Power Pros') in the amount of \$60,670, for engineering services and operations training at the Nacimiento hydroelectric plant; and, authorizing the General Manager to execute the Agreement.		
Consent ()		Action (X)	
Information ()			
SUBMITTED BY:	Brent Buche	PREPARED BY:	Chris Moss
PHONE:	(831) 755-8982	PHONE:	(831) 755-8981
DEADLINE FOR BOARD ACTION:		January 27, 2014	

RECOMMENDED BOARD ACTION:

Approve a professional services agreement with Power Systems Professionals, Inc. (dba 'Power Pros') in the amount of \$60,670, for engineering services and operations training at the Nacimiento hydroelectric plant; and, authorize the General Manager to execute the Agreement.

PRIOR RELEVANT BOARD ACTION:

On December 3, 2012, the Board of Directors approved a time and materials agreement with Site Constructors, Inc. for an amount not to exceed \$1,189,000 for the repair of Unit No. 1 at the Nacimiento Hydroelectric Facility, and authorized the General Manager to execute the Agreement.

On August 26, 2013, the Board of Directors increased the not-to-exceed amount available for allocation to the Site Constructors, Inc. Agreement for repair of the Nacimiento Hydroelectric Facility to \$1,339,000 and authorized the General Manager to execute Change Orders up to that amount.

On October 28, 2013, the Board of Directors increased the not-to-exceed amount available for allocation to the Site Constructors, Inc. Agreement for repair of the Nacimiento Hydroelectric Facility by \$100,000 to \$1,439,000; and, authorized the General Manager to execute Change Orders up to that amount.

DISCUSSION/ANALYSIS:

Site Constructors, Inc. and their various subcontractors completed repairs at the Nacimineto hydroelectric plant such that operation of the plant began August 30, 2013. The subcontractor that performed preventive maintenance work, start-up testing and commissioning of the hydroelectric plant was Power Pros. In addition to preventive maintenance work, start-up testing and commissioning, Power Pros was also to perform (1) a power plant arc-flash study, (2) plant personnel operations training, and (3) a Unit 1 turbine index test.

Unit 1 generator was shut-off October 16, 2013 when reservoir water elevation reached 732 feet, the unit's minimum operating water elevation. Unit 1 will remain off until Nacimeinto Reservoir fills to above 735 feet water surface elevation. Nacimiento Reservoir water surface elevation was 726.75 feet on January 17, 2014. The Unit 1 index test cannot be performed until Unit 1 is operated, and

Unit 1 is much more complex to operate than Unit 2, therefore personnel operations training and the Unit 1 index test is postponed until Unit 1 is operated.


If Power Pros remains a subcontractor under the Site Constructors, Inc. contract, that contract must remain open, and retention from prior payment held until the work is completed. In order to allow the contract with Site Constructors, Inc. to be closed out, it is proposed to contract directly with Power Pros for their remaining work. The work to be performed by Power Pros under this proposed contract is as follows, with costs shown:

Task 1 – Power Plant Arc-Flash Study	\$24,850
Task 2 – Plant Personnel Operations Training	\$20,970
Task 3 – Unit 1 Turbine Index Test	\$ 2,850
Travel and Living Expenses	\$ 7,000
Task 4 – As-Requested Services	\$ 5,000
	Total: \$60,670

The first three tasks constitute the remainder of Power Pros scope of work under the Site Constructors, Inc. contract. These services are recommended for the following reasons:

- Task 1 – Power Plant Arc-Flash Study: to determine safe practices for accessing electrical cabinets and components in the power plant and switch yard.
- Task 2 – Plant Personnel Operations Training: to provide plant specific training for the new plant operator and for back-up operations personnel.
- Task 3 – Unit 1 Turbine Index Test: to determine efficient turbine operating zone.
- Task 4 – As-requested services: to provide access to specialized electrical and mechanical engineering assistance when needed.

Work performed by Power Pros under this proposed contract is not emergency repair related and thus not insurance reimbursable. Services under this contract, if approved, will be paid from hydroelectric plant operations and maintenance Fund 130.

FINANCIAL IMPACT:	YES (X) \$60,670 NO ()
FUNDING SOURCE:	Fund 130 – Hydroelectric Operations & Maintenance
COMMITTEE REVIEW AND RECOMMENDATION:	The Finance Committee recommended approval for consideration by the full Board of Directors at their January 17, 2014 meeting.
ATTACHMENTS:	<ol style="list-style-type: none"> 1. Board Order 2. Professional Services Agreement
APPROVED:	<div style="text-align: center;">  General Manager Date 1/22/14 </div>



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

BOARD ORDER No. _____

**APPROVE A PROFESSIONAL SERVICES AGREEMENT)
WITH POWER SYSTEMS PROFESSIONALS, INC. (DBA)
'POWER PROS') IN THE AMOUNT OF \$60,670, FOR)
ENGINEERING SERVICES AND OPERATIONS TRAINING)
AT THE NACIMIENTO HYDROELECTRIC PLANT; 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 a professional services agreement with Power Systems Professionals, Inc. (dba 'Power Pros') in the amount of \$60,670, for engineering services and operations training at the Nacimiento hydroelectric plant; and,
2. Authorizes the General Manager to execute the Agreement

PASSED AND ADOPTED on this 27th day of January 2014, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

BY: Chair
Board of Directors

ATTEST: David E. Chardavoyne
General Manager

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

This is a multi-year agreement between the Monterey County Water Resources Agency, hereinafter called "Agency," and Power Systems Professionals, a California Corporation located at 429 Clinton Ave., Roseville, CA 93678, 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, attached hereto and incorporated herein:**

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

Hydroelectric Plant engineering and training services.

(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 provided in Exhibit B attached hereto and incorporated 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 upon execution of this Agreement by CONTRACTOR and Agency, and will terminate on June 30, 2015, unless earlier terminated as provided herein.

3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR the amounts provided in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is Sixty Thousand six hundred seventy dollars (\$ 60,670).

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 ten percent (10%) 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 be reimbursed for travel expenses pursuant to Exhibit B.

5. Indemnification

5.1 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the AGENCY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

5.2 Indemnification for Design Professional Services Claims:

CONTRACTOR shall indemnify, defend and hold harmless AGENCY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the AGENCY, or defect in a design furnished by the AGENCY.

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 AGENCY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the AGENCY, or defect in a design furnished by the AGENCY.

6. Insurance.

6.1 Evidence of Coverage:

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

This verification of coverage shall be sent to the Agency'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.

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.

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.

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.

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 County of Monterey, its 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. The CONTRACTOR shall not, however, be required to maintain records that it returned to the AGENCY pursuant to Section 9 below.

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 preference, 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 Contactor'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, or the most recent Exhibit or other Attachment as agreed upon by the parties in writing, shall prevail and control.

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

26. Contract Administrators. CONTRACTOR's designated principal responsible for administering CONTRACTOR's work under this Agreement shall be Mr. Jimmy Burmeister; Agency's designated administrator of this Agreement shall be Mr. Chris Moss.

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

TO AGENCY	TO CONTRACTOR
Name: Mr. Chris Moss	Name: Mr. Jimmy Burmeister
Address: P.O. Box 930 Salinas, CA 93902	Address: 429 Clinton Avenue Roseville, CA 95678
Telephone: 831-755-4860	Telephone: 866-642-3129
Fax: 831-424-7935	Fax: 916-367-5150
E-Mail: mosscc@co.monterey.ca.us	E-Mail: jburmeister@powerpros.net

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

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

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

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

Exhibit A – Scope of Work / Work Schedule
Exhibit B – Payment Provisions

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

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

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

**MONTEREY COUNTY WATER
RESOURCES AGENCY**

CONTRACTOR

BY:

BY:

David E. Chardavoine
General Manager

Type Name: _____
Title: _____

Date:

Date:

BY:

Type Name: _____
Title: _____

Date:

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

* 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.

(Power Systems Professionals, Inc. (dba 'Power Pros'))

Agreement/Amendment No # (_ original _)

Approved as to form:

Approved as to fiscal provisions:

Deputy County Counsel

Administrative Analyst

Dated: _____

Dated: _____

Risk Management:

Auditor-Controller:

Dated: _____

Dated: _____

EXHIBIT A

SCOPE OF WORK and WORK SCHEDULE

The following scope of work will be performed by CONTRACTOR:

Task 1 – Power Plant Arc-Flash Study

- 1.1 Perform field survey of existing power system components (PG&E line parameters, nameplate data, cable sizing/lengths, etc.)
- 1.2 Coordination study
- 1.3 Short circuit study
- 1.4 Arc-flash study

Deliverables and Work Schedule

- 1.5 Final report with recommendations
 - 1.6 Provide arc-flash labels and apply to plant equipment
- Work Schedule: To be agreed upon by Agency and Contractor

Task 2 – Plant Operations Training

- 2.1 Prepare training documents
- 2.2 One (1) week on-site training for Operations and Maintenance personnel

Deliverables and Work Schedule

- 2.3 Training documents
 - 2.4 Qualified professional personnel to provide training
- Work Schedule: To be agreed upon by Agency and Contractor

Task 3 – Unit 1 Turbine Index Test

- 3.1 Unit 1 turbine index test:
10% load increments with exception of measured 'rough load' zone

Deliverables and Work Schedule

- 3.2 Index test results in letter format
- Work Schedule: To be agreed upon by Agency and Contractor

Task 4 – As-Requested Services

- 4.1 Provide services as requested by Agency for hydroelectric power plant operation, maintenance and/or repair.

Deliverables and Work Schedule

- 4.2 The scope of work, deliverables and work schedule for as-requested services will be determined on a case-by-case basis between Agency and Contractor. Prior to commencement of work for as-requested services, Agency and Contractor will identify the scope of work and agreed payment amount in writing. Payment shall be made in accordance with Exhibit B.

Clarifications:

It is understood that there could be factors that affect the work schedule and/or budget, such as:

- Inaccurate or incomplete drawings, plans, specifications, single-line or three line electrical plans, logic ladders, prints, diagrams, operation and maintenance manuals.
- Inaccurate or incomplete device settings for relays, transformers, breakers, UPS/battery systems, or other components.
- Discovery of problems while on-site, such as, incorrect wiring, mechanical problems, inconsistent nomenclature, conflicting drawings, control software problems, micro-processor hardware problems, mechanical breakdown, electrical breakdown, hydraulic system breakdown.
- Plant conditions while on-site, such as, availability of equipment, unexpected evacuations, unexpected power outages, crowded work areas slowing progress, unsecure work areas that require daily set-up or tear-down of safety equipment or procedures, covers or gear that require daily removal and replacement.
- Unanticipated work directives from Agency for work outside the agreed scope of services.

Agency will provide:

- Access to the Plant and any equipment necessary to complete the necessary work.
- Coordination with the Contractor to provide a safe work environment.
- Coordination and assistance with electrical switching and work-area safety clearance work.
- General work area (table chairs, etc.) for Contractor staff as needed.

Contractor will provide:

- Qualified, skilled specialists and technicians.
- All equipment required for interfacing with Plant equipment.
- Documentation as specified in the Scope of Work.
- Notification to Agency of problems found with recommended corrective action.

EXHIBIT B

PAYMENT PROVISIONS

Agency shall pay CONTRACTOR the amounts shown below for each Task performed.

Task 1 – Power Plant Arc-Flash Study:	\$24,850.00 lump sum amount
Task 2 – Plant Operations Training:	\$20,970.00 lump sum amount
Task 3 – Unit 1 Turbine index Test:	\$ 2,850.00 lump sum amount
Travel and Living Expenses:	\$ 7,000.00 payable per ‘Expenses’ described on page 3
Task 4 – As-Requested Services:	Not-to-exceed \$5,000.00

As-requested services (under Task 4) shall be payable as agreed by Agency and Contractor. Payment may be on lump sum basis, time and expense basis, or other agreed basis. Prior to commencement of work for as-requested services, Agency and Contractor will identify the scope of work and agreed payment amount in writing. Time and expense basis of payment shall be in accordance with the Rate Schedule shown in Table 1. Adjustment to the Rate Schedule may be made by mutual agreement of Agency and Contractor once per calendar year.

The total amount payable to CONTRACTOR under this Agreement shall not exceed **\$60,670.00**.

Table 1 – Rate Schedule

The following rates apply to Time and Materials Projects unless specifically noted otherwise in an individual contract. Such rates also apply to project extras where quoted on a Time and Materials Basis.

Rate Structure

<u>Class or Title</u>	<u>Straight</u>	<u>Overtime</u>	<u>Premium</u>
Senior Engineer/Consulting	\$200.00	\$300.00	\$400.00
Project Manager/Startup Engineer	\$200.00	\$300.00	\$400.00
Project Engineer	\$189.00	\$284.50	\$378.00
Power System Specialist	\$189.00	\$284.50	\$378.00
Field Service Technician	\$176.00	\$264.00	\$352.00
Field Data Collection for System Study	\$150.00	\$225.00	\$300.00
CAD/Drafting/Final Drawings	\$150.00	\$225.00	\$300.00
Support Staff/Final Test Records	\$125.00	\$187.50	\$250.00

Rate Definition

The above listed rates are negotiable for long-term projects or continuous-term annual renewable contracts.

Hourly Rates: Apply to work time, travel time and any standby time. Travel time is calculated portal-to-portal starting at the departure from the "office" to the customer's site. All travel is charged at \$100 per hour.

Straight Time Rates: Any 8-hour period between the hours of 6:00 am and 6:00 pm local time, Monday thru Friday.

Overtime Rates: Work, travel, and/or standby rates in excess of 8-hours but not exceeding 12-hours outside the normal straight-time working hours, holidays excluded.

Premium Rates: Work, travel, and/or standby on Sundays and Holidays and all time in excess of 12-hours on other days until there is an 8-hour break in the work schedule.

Emergency Rates: 1.5-times any applicable rate. Applies to all unscheduled work or work performed under unusual circumstances causing Power Pros to interrupt its existing schedules. Unscheduled work is work not previously scheduled at least 3-working days prior to the date required for work to commence unless agreed to in writing.

Daily Rates: Where customers specify or require daily rates for field services inclusive of living and travel expenses, a flat charge will be negotiated for all time worked per 8-hour weekday or fraction thereof (Monday through Friday). All hours worked in excess of eight hours per weekday and all hours on Saturdays, Sundays and holidays, will be billed at the applicable hourly overtime rates. Charges for living and travel expenses will be billed at cost plus 10 percent.

Power Pros reserves the right to blend third party labor where possible/practical to augment service personnel to support project schedules, milestones, specified dates, and deadlines.

Expenses

Travel: All travel and living expenses will be invoiced at cost plus 10 percent and will be based on the acceptable guidelines of GSA per diem rates. Mileage is charged at the IRS Standard Mileage Rate in affect at the time of travel.

Specialized Tools and Test Equipment: Small tools not normally required or carried by Power Pros will be invoiced at cost. Specialized test equipment will be invoiced at current rental rates when required.

Material Markup: Out-source-material cost will be marked-up at 10 percent.

Notes

The above rates apply to work performed in the United States excluding the Alaskan North Slope.

All rates and calculations are per service individual.

Minimum Field Service Billing: One-half workday or less – 4 hours. Over one-half workday – 8 hours.

Standby Time: When service personnel are on the job site but are unable to perform services requested due to circumstances beyond Power Pros control, the customer will be charged the applicable hourly or daily rates.

Promise

Power Pros ultimate goal is to provide high-end services that meet or exceed expectations; and in doing so develop loyal and lifetime customers.

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SCOPE OF WORK and WORK SCHEDULE

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Straight Time Rates: Any 8-hour period between the hours of 6:00 am and 6:00 pm local time, Monday thru Friday.

Overtime Rates: Work, travel, and/or standby rates in excess of 8-hours but not exceeding 12-hours outside the normal straight-time working hours, holidays excluded.

Premium Rates: Work, travel, and/or standby on Sundays and Holidays and all time in excess of 12-hours on other days until there is an 8-hour break in the work schedule.

Emergency Rates: 1.5-times any applicable rate. Applies to all unscheduled work or work performed under unusual circumstances causing Power Pros to interrupt its existing schedules. Unscheduled work is work not previously scheduled at least 3-working days prior to the date required for work to commence unless agreed to in writing.

Daily Rates: Where customers specify or require daily rates for field services inclusive of living and travel expenses, a flat charge will be negotiated for all time worked per 8-hour weekday or fraction thereof (Monday through Friday). All hours worked in excess of eight hours per weekday and all hours on Saturdays, Sundays and holidays, will be billed at the applicable hourly overtime rates. Charges for living and travel expenses will be billed at cost plus 10 percent.

Power Pros reserves the right to blend third party labor where possible/practical to augment service personnel to support project schedules, milestones, specified dates, and deadlines.

Expenses

Travel: All travel and living expenses will be invoiced at cost plus 10 percent and will be based on the acceptable guidelines of GSA per diem rates. Mileage is charged at the IRS Standard Mileage Rate in affect at the time of travel.

Specialized Tools and Test Equipment: Small tools not normally required or carried by Power Pros will be invoiced at cost. Specialized test equipment will be invoiced at current rental rates when required.

Material Markup: Out-source-material cost will be marked-up at 10 percent.

Notes

The above rates apply to work performed in the United States excluding the Alaskan North Slope.

All rates and calculations are per service individual.

Minimum Field Service Billing: One-half workday or less – 4 hours. Over one-half workday – 8 hours.

Standby Time: When service personnel are on the job site but are unable to perform services requested due to circumstances beyond Power Pros control, the customer will be charged the applicable hourly or daily rates.

Promise

Power Pros ultimate goal is to provide high-end services that meet or exceed expectations; and in doing so develop loyal and lifetime customers.

**MONTEREY COUNTY WATER RESOURCES AGENCY
BOARD OF DIRECTORS**

MEETING DATE:	January 27, 2014	AGENDA ITEM:	
AGENDA TITLE:	Consider recommending that the Monterey County Water Resources Agency Board of Directors approve an Amendment to Monterey County’s Master Fee Resolution to update land use fee descriptions, levy a new fee to reimburse the Agency for technical review and evaluation of hydrogeologic reports, and recommend that the Monterey County Water Resources Agency Board of Supervisors approve the Amendment.		
Consent ()		Action (X)	
Information ()			
SUBMITTED BY: PHONE:	Robert Johnson (831) 755-4860	PREPARED BY: PHONE:	Jennifer Bodensteiner (831) 755-4970
DEADLINE FOR BOARD ACTION:	January 27, 2014		

RECOMMENDED BOARD ACTION:

Recommend that the Monterey County Water Resources Agency Board of Directors approve an amendment to Monterey County’s Master Fee Resolution to update land use fee descriptions, levy a new fee to reimburse the Agency for technical review and evaluation of hydrogeologic reports, and recommend that the Agency Board of Supervisors approve the amendment.

PRIOR RELEVANT BOARD ACTION:

On April 22, 2013, the Board of Directors considered and recommended an amendment to certain Monterey County Water Resources Agency land use permitting activities fees, including levying new fees for well construction technical support resulting from the implementation of the 2010 Monterey County General Plan (PS-3.3).

On May 7, 2013, the Board of Supervisors of the Monterey County Water Resources Agency amended Article XI – Monterey County Water Resources Agency Fees to include the levying new well construction fees.

DISCUSSION/ANALYSIS:

Monterey County land use departments including the Monterey County Water Resources Agency (Agency) are proposing to amend certain land use fee descriptions and to levy fees for additional mandated services contained within Monterey County Land Use Master Fee Resolution Document. Updates to this document are being developed by Monterey County Resource Management Agency. These updates will go to the County Board of Supervisors on February 4, 2014.

The role of Agency staff in the land use permitting process is to ensure protection of water resources by interpreting and enforcing floodplain, drainage control, and water supply regulations. The proposed amendments to Agency land use fee descriptions include revising certain discretionary permit fees to a split fee structure, updating fee descriptions for various subdivision and planning service activities, and deleting the NPDES stormwater fee.

The role of Agency staff in interpreting land use related water supply policy is to ensure that new development is assured a long term sustainable water supply. The 2010 Monterey County General Plan requires the General Manager of the Agency to determine whether a long term sustainable water supply is available for certain development projects. The current Monterey County Master Fee Resolution does not include a fee applicable to determination of long term sustainable water supply. The proposed amendments include levying a new fee to support determination of project specific long term sustainable water supply (2010 General Plan Policy 3.2). The proposed fee to be collected is the Extraordinary Development Application Fee, consisting of a \$7,318.00 deposit, which will be charged hourly on hydrogeologic report review and evaluation. This fee will apply to new development, subject to the criteria described in PS-3.1, for which a discretionary permit is required, and that will use or require the use of water.

FINANCIAL IMPACT:	YES (X) Unknown NO ()
FUNDING SOURCE:	Increased Revenues from Permit Fees
COMMITTEE REVIEW AND RECOMMENDATION:	The Finance Committee recommended approval for consideration by the full Board of Directors at their January 17, 2014 meeting.
ATTACHMENTS:	<ol style="list-style-type: none"> 1. Board Order 2. DRAFT Article XI
APPROVED:	<hr/> <div style="display: flex; justify-content: space-between;"> General Manager Date </div>



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

BOARD ORDER No. _____

**SUPPORT AN AMENDMENT TO THE COUNTY'S MASTER)
FEE RESOLUTION TO UPDATE LAND USE FEE)
DESCRIPTIONS; AND, LEVY A NEW FEE TO REIMBURSE)
THE MONTEREY COUNTY WATER RESOURCES AGENCY)
FOR TECHNICAL REVIEW AND EVALUATION OF)
HYDROGEOLOGIC REPORTS AS A RESULT OF THE)
2010 GENERAL PLAN UPDATE)**

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

1. Supports amending the County's Master Fee Resolution to update certain land use fee descriptions and deleting the NPDES stormwater fee collected for the Monterey County Water Resources Agency; and,
2. Supports amending the County's Master Fee Resolution to levy a new fee to reimburse the Monterey County Water Resources Agency for hydrogeologic technical review and evaluation of project specific long term sustainable water supply (2010 General Plan Policy 3.2).

PASSED AND ADOPTED on this 27th day of January 2014, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

BY: Ken Ekelund, Chair
Board of Directors

ATTEST: David E. Chardavoyne
General Manager

ARTICLE XI

MONTEREY COUNTY WATER RESOURCES AGENCY FEES

(Per Resolution No. 13-002, adopted May 7, 2013 by the Monterey County Board of Supervisors of the Monterey County Water Resources Agency, Resolution No. 13-143, incorporated May 7, 2013 into the Master Fee Schedule by the Monterey County Board of Supervisors, and Resolution No. 14-XXX, adopted February 4, 2014 by the Board of Supervisors of the Monterey County Water Resources Agency)

SECTION I. LAND USE

A. Various land use permits as established in Title 20.1, Monterey County Code (Coastal Implementation Plan) and Title 21, Monterey County Code (Zoning).

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>UNIT/TIME</u>
1. Administrative Permit	\$975.90	Each
a. <u>General</u>		
i. Application Fee	\$780.00	Each
ii. Condition Compliance Fee	\$195.00	Permit
2. Appeal (8)	\$365.00 ⁸³	Each
3. Permit Amendment, <u>Renewals</u> , Revisions, or Extension	\$610.00 ⁰⁸	Each
4. Coastal Development Permits		
a. <u>General</u>		
i. Application Fee	\$780.00	Each
ii. Condition Compliance Fee	\$195.00	Permit
a. Tree Removal Only	\$244.00 ²⁵	Each
b. <u>All Others</u>	\$975.90	Each
5. Coastal Implementation Plan Amendment (1)	Extraordinary Development Application Fee	
6. General Development Plan	\$1,220.00 ¹⁵	Each
7. General/Area Plan Amendments (1)	Extraordinary Development Application Fee	
8. Extraordinary Development Applications (1)	\$7,318.00 ⁷⁵	Deposit
9. Rezoning or Code Text Amendments (1)	Extraordinary Development Application Fee	
10. Initial Environmental Review	\$486.00 ³²	Each

11.	Use Permit	\$975.90	Each
	a. <u>General</u>		
	i. Application Fee	\$780.00	Each
	ii. Condition Compliance Fee	\$195.00	Permit
12.	Variance	\$854.32	Each
	a. <u>General</u>		
	i. Application Fee	\$683.00	Each
	ii. Condition Compliance Fee	\$170.00	Permit

B. Various subdivision activities as established in Title 19, Monterey County Code (Subdivisions)

1.	Lot Line Adjustment	\$731.66	Each
	a. <u>General</u>		
	i. Application Fee	\$585.00	Each
	ii. Condition Compliance Fee	\$146.00	Permit
2.	<u>Lot Line Minor Subdivision</u> Amendment, Revisions, <u>or Extensions</u>	\$610.00	Each
3.	Minor Subdivision Tentative Map, <u>or Vesting Tentative Map (10)</u>	\$2,927.00	Deposit Each
4.	Minor Subdivision <u>Vesting Tentative Map</u> <u>Amendment, Revisions, or Extensions</u>	\$610.00	Each
5.	Standard Subdivision <u>Preliminary Map (10)</u> , <u>Amendments, Revisions</u> <u>or Extensions</u>	\$610.00	Each
		\$2,927.00	Deposit
6.	Standard Subdivision <u>Tentative Preliminary Map</u> , <u>After 24 hours</u> or Vesting Tentative Map (1)	\$2,927.72	Deposit
		\$121.58	Hour
		Extraordinary Development Application Fee	
7.	<u>Subdivision Condition Compliance</u>		
	a. <u>Standard or Minor Subdivision Final Tentative</u> <u>or Parcel Map (11)</u>	\$2,917.00	Deposit
	After 30 hours	\$3,659.38	Hour
		\$121.58	Hour
8.	Standard <u>or Minor</u> Subdivision <u>Vesting Tentative</u> <u>Amended Final or Parcel Map</u>	\$2,917.00	Deposit
	After 40 hours	\$4,878.45	Hour
		\$121.58	Hour

9.	Standard Subdivision Amendments, Revisions, or Extensions	\$610.00	Each
	Mitigation Monitoring (2)		
	a. 1-10 Measures	\$731.66	Deposit
	b. 11-30 Measures	\$1,463.32	Deposit
	c. Over 30 Measures	\$2,194.99	Deposit

SECTION 2. MISCELLANEOUS

A. Various fees pursuant to Government Code section 65104 for planning services provided by the Water Resources Agency.

DESCRIPTION	AMOUNT	UNIT/TIME
1. Pre/Post Application-Development Review Conference (9)	\$364.0074	Each
2. Specific Plans and Amendments (1)	Extraordinary Development Application Fee	
3. Building/Grading Permit Review		
a. Standard Building Permits or Grading Permits including, but not limited to, development activities such as single family dwellings, additions of 50% or more, and routine grading	\$731.0066	Each
b. New Commercial or Industrial w/out Initial Study ³ (3)	\$487.0042	Each
e. New Commercial or Industrial w/Initial Study ³	\$487.42	Each
cd. Dwelling Addition of Less than 50%	\$487.0042	Each
de. Commercial or Industrial Addition w/out Initial Study	\$487.0042	Each
f. Commercial or Industrial Addition w/Initial Study	\$487.42	Each
eg. Plan Check for building/grading permits that have an associated planning permit	\$365.0083	Each
fh. Building and/or Grading Permits for projects located within the 100-year floodplain. (Applied by MCWRA only)(10)	\$2,917.0092	Deposit
After 24 hours	\$121.0058	Hour
i. NPDES Fee: Applied to Grading Permits that involve soil disturbance > or = 1 acre or are part of a larger common plan that disturbs > or = 1 acre	\$243.16	Each
4. Monterey Peninsula Water Management District Allocation Tracking: Water Release Form processing fee	\$182.0091	Each
5. Big Sur Viewshed Acquisition	\$244.0025	Each
6. Environmental Impact Report Review	Extraordinary Development Application Fee	

7.	<u>Mitigation Monitoring and Condition Compliance for Projects with Mitigation Measures (2)</u>		
a.	1 to 20 Conditions/Mitigation Measures	\$731.00	Deposit
b.	21 to 40 Conditions/Mitigation Measures	\$1,463.00	Deposit
c.	Over 40 Conditions/Mitigation Measures	\$2,194.00	Deposit

8. Floodzone Inquiry Report – including supporting maps \$83.~~0092~~ Each

89. Floodzone Inquiry Report – cover sheet only \$55.~~0095~~ Each

B. Water well permits as required in Title 15.08, Monterey County Code

1. Well Construction Fees for Wells Producing Over 5 acre-feet per year in Zone 2C and additional areas of Monterey County inclusive of the jurisdiction of the Pajaro Valley Water Management Agency \$610.~~0008~~ Each

2. Well Reconstruction/Destruction Fees for Wells in Zone 2C and additional areas of Monterey County inclusive of the jurisdiction of the Pajaro Valley Water Management Agency \$365.~~0083~~ Each

3. Well Construction/Destruction Database Maintenance Fees County Wide (4)⁴ \$365.~~0083~~ Each

4. Well Construction Fee for New Domestic Well, in the inland areas of Monterey County (5)⁵ \$121.~~0058~~ Each

5. Well Construction Fee for New High Capacity Well, in the inland areas of Monterey County (6)⁶ \$243.~~0046~~ Each

C. Hydrogeologic Report Review and Long Term Sustainable Water Supply Determination for the Monterey County Environmental Health Department as required by Title 19, Monterey County Code 2010 General Plan Policy (PS-3.2Subdivisions)(12)

1. Hydrogeologic Report Technical Review, and Advice of General Manager (1) ~~\$731.66~~ Extraordinary Development Application Fee Each

~~2. Hydrogeologic Report Review w/Diminimus Finding \$244.25 Each~~

D. Hydrogeologic Report Preparation as required by Title 19, Monterey County Code (Subdivisions)

1. Contract Administration \$2,721.~~00~~ After 24 hours \$121.~~58~~ Deposit Hour

SECTION 3. AUTOMATIC ANNUAL FEE ADJUSTMENT

The dollar amounts listed in this Article are for ~~2012-2013-2014~~ fiscal year, effective as of the date set forth in the Board of Supervisors' resolution adopting these fees. Thereafter and each year through July 1, 2015, the fees shall be automatically adjusted as of July 1 ("adjustment date"). The General Manager of the Monterey County Water Resources Agency or his or her designee shall calculate the adjustment based the U.S. Department of Labor Consumer Price Indexes, all item indexes, all urban consumers for the San Francisco-Oakland-San Jose area.

Notes:

- 1) "Extraordinary Development Applications" are those applications which will require staff time well beyond the typical application, as determined by the Director of Planning. These applications may include, by way of example and without limitation, applications for large scale development involving multiple discretionary entitlements, significant technical review by other land use agencies, and/or an anticipated lengthy time frame for processing because of their scope and complexity. Consistent with these criteria, any project requiring the preparation of an Environmental Impact Report shall qualify as an extraordinary development application. WRA fees are based on an hourly rate of \$121.58. The amount paid to WRA is for staff costs. The WRA may utilize a consultant, whose expenses shall be fully funded by the project applicant.
- 2) These fees shall apply, in lieu of other condition compliance fees set forth in this Article, to any permit approved after April 6, 2014 that incorporates mitigation measures, such as permits that required adoption of a Mitigated Negative Declaration, certification of an EIR, or carryover of mitigation measures from a previously adopted/certified environmental document. If these fees apply, the other condition compliance fees set forth in this Article do not apply. Projects approved after ~~July 7, 2013~~ April 6, 2014 with mitigation measures shall be subject to the mitigation monitoring fees set forth in this Article. Projects approved prior to ~~July 7, 2013~~ April 6, 2014 with mitigation measures shall be subject to the mitigation monitoring fees set forth in the County Fee Resolution that was in effect on the project approval date.
- 3) Buildings over 5,000 square feet and greenhouses.
- 4) This fee is added to the \$610.08 in B-1, the \$365.83 in B-2, the \$121.58 in B-4, and the \$243.16 in B-5.
- 5) This fee is added to the \$610.08 in B-1 for new domestic wells with greater than fifteen (15) connections located in the inland areas of Monterey County within Zone 2C and areas of Monterey County inclusive of the jurisdiction of the Pajaro Valley Water Management Agency.
- 6) This fee is added to the \$610.08 in B-1 for new wells proposing a flow over 1,000 gallons per minute that are located in the inland areas of Monterey County within Zone 2C and areas of Monterey County inclusive of the jurisdiction of the Pajaro Valley Water Management Agency.
- 7) Fees for Combined Development Permits under Chapter 21.76 of Title 21 and Chapter 20.70 of Title 20 shall be 85% of the total combined permit application fees. Fees for Condition Compliance on Combined Development Permits shall be 85% of the total combined Condition Compliance fees on each permit assessed an application fee as part of the Combined Development Permit.
- 8) In the coastal zone, the appeal fee applies only to appeals of permits that are not appealable to the California Coastal Commission such as Administrative Permits, Design Approvals, Variances and Tree Removal Permits in certain coastal areas. The appeal fee does not apply to appeals of Coastal Development Permits that are appealable to the Coastal Commission. The Appeal Fee is based upon the fee adopted by the Board of Supervisors on May 7, 2013 which sets the fee substantially lower than the actual cost. The Appeal Fee is subsidized by the County General Fund.
- 9) Fees collected for ~~Pre-Application~~ Development Review Conferences (Section 2.A.1) shall be credited against any subsequent discretionary permit, except design approval, provided the discretionary permit application is made within 6 months of the application appointment.

- 10) These fees only apply to maps originally submitted prior to July 13, 2003 when applicants were charged "flat-fees" (the use of deposits for full-cost recovery projects became effective July 13, 2003) and those submitted after August 20, 2006. Maps submitted between July 13, 2003 and August 20, 2006 and on or after April 6, 2014 are full-cost recovery projects and require a deposit.
- 11) The condition compliance fee shall be collected after project approval and after all administrative appeals have been exhausted, based on the fee in effect at the time of collection, to cover the cost of staff time monitoring condition compliance. If the permit incorporates mitigation measures, such as permits that required adoption of a Mitigated Negative Declaration, certification of an EIR, or carryover of mitigation measures from a previously adopted/certified environmental document, the condition compliance fees that apply are the fees set forth under the category "Mitigation Monitoring and Condition Compliance For Projects with Mitigation Measures." Those fees are based on actual time spent on monitoring condition compliance and require a deposit. Additionally, project applications whose application fees were based on actual time, rather than flat fee, will continue to be subject to fees based on actual time for condition compliance, and the County may require an additional deposit for condition compliance. For all other projects, the fee for condition compliance is as indicated in the fee schedule. Where the applicable condition compliance fee is a flat fee, it is based on the estimated reasonable cost of staff time for monitoring condition compliance. Because such flat fees represent an average across all similar permits, such flat fee shall be required of all permits having at least one condition of approval, regardless of the total number of conditions and regardless of the land use department or agency that originated the condition.
- 12) When a hydrogeologic report is required to be prepared for a subdivision or other application subject to Title 19 of the Monterey County Code, the report shall be based on a comprehensive hydrological investigation prepared by a certified hydrogeologist, selected by the County and under contract with the County, at the applicant's expense. A deposit for staff costs associated with preparation and administration of the contract, and review of the hydrogeologic report shall be in addition to the deposit for the associated development application. When an application is not subject to Title 19, the applicant shall consult with the Water Resources Agency (WRA) to develop the scope of work for the hydrological investigation; however, selection, contract, and preparation of the hydrogeologic report shall occur independent of the County. WRA will review the hydrogeologic report in consultation with the Environmental Health Department.
- 13) WRA fees are based on an hourly rate of \$121.58. A flat fee is based on the estimated reasonable cost, averaged across all applications, of processing the permit/entitlement for which the fee is charged. On matters for which a deposit is required, fees will be based on actual time in quarter hour (.25) increments multiplied by the hourly rate representing actual hours worked by the project planner and other staff. The applicant is required to pay the indicated deposit and will be billed subsequently if the deposit is insufficient to cover actual processing time. On deposit matters, applicant and the General Manager of the Water Resources Agency may elect, on a case-by-case basis, to agree to a different deposit amount based on the estimated actual cost of processing a specific application. All fees have been rounded down to the nearest dollar.

Revised 1/21/2014

..Title

Consider adopting a resolution to amend certain specified Monterey County Water Resources Agency land use permitting activities fees, including:

- a. Levying a new fee to reimburse the Water Resources Agency for hydrogeologic technical review and evaluation of project specific long term sustainable water supply resulting from the implementation of 2010 General Plan Policy (PS-3.2);
- b. Amending specified fees as presented in the County Master Fee Resolution Article XI.

..Report

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Adopt a resolution to amend certain specified Monterey County Water Resources Agency land use permitting activities fees, including:

- a. Levy a new fee to reimburse the Water Resources Agency for hydrogeologic technical review and evaluation of project specific long term sustainable water supply resulting from the implementation of 2010 General Plan Policy (PS-3.2);
- b. Amend specified fees as presented in the County Master Fee Resolution Article XI.

SUMMARY/DISCUSSION:

Implementation of the 2010 General Plan Policy (PS-3.2) has required the Monterey County Water Resources Agency to expend additional staff time for the evaluation of long term sustainable water supply at a cost of \$121.58 and \$243.16 respectively. The proposed fees are intended to cover those costs. Staff is also recommending modifications to a few specific fees, consistent with the County staff recommendations for revisions to the County land use permitting fees.

Staff is recommending that the Board of Supervisors of the Monterey County Water Resources Agency adopt a certain fee and make certain amendments to MCWRA land fees, as shown in the attached Article XI, to cover the staff cost involved in MCWRA review of County land use permit applications. This includes a fee for supporting the County's determination of long term sustainable water supply for certain development projects. If the fee amendments are approved by the Water Resources Agency, the MCWRA fees as amended are proposed to be included as Article XI of the Monterey County Fee Resolution. MCWRA land use fees are included in the County Fee Resolution because the County collects these fees on behalf of the MCWRA as part of the land use application fees charged to applicants for land use permits and entitlements. As a separate agenda item on January 28, 2014, the Board of Supervisors of the County of Monterey is requested to consider amendments to County land use application fees as set forth in the County Fee resolution and to incorporate fee amendments adopted by the MCWRA into the County Fee Resolution.

The fee proposals for MCWRA include the following:

Action I: Levy a new fee to reimburse the Water Resources Agency for hydrogeologic technical review and evaluation of project specific long term sustainable water supply resulting from the implementation of 2010 General Plan Policy (PS-3.3). Staff has estimated the time spent on this task will vary from project to project and has proposed the collection of a deposit fee, which will be charged hourly at the Water Resources Agency rate of \$121.58.

The 2010 Monterey County General Plan requires the General Manager of the Water Resources Agency to determine whether a long term sustainable water supply is available for certain

development projects. The current Master Fee Resolution does not include a fee applicable to determination of long term sustainable water supply to provide revenue for conducting this additional work. The proposed amendments include levying a new fee to support determination of project specific long term sustainable water supply (2010 General Plan Policy 3.2).

The proposed fee to be collected for this additional work is the Extraordinary Development Application Fee, consisting of a \$7,318.75 deposit, which will be charged hourly on hydrogeologic report review and evaluation. The Extraordinary Development Application Fee exists in the County Master Fee Resolution and is applied to project applications which require staff time beyond the typical application, as determined by the Director of Planning. This fee will apply to new development, subject to the criteria described in PS-3.1, for which a discretionary permit is required, and that will use or require the use of water. The role of Water Resources Agency staff in implementing land use related water supply policy is to ensure that new development is assured a long term sustainable water supply.

Action II: Staff is also recommending modifications to a few specific fees, consistent with the County staff recommendations for revisions to the County land use permitting fees. (See January 28, 2014 staff report to the Monterey County Board of Supervisors related to amendment to specified fees for land use permitting activities for further explanation.)

These amendments to the fees are not a “tax” and are exempt from voter approval under section 1(e) of Article XIII.C. The land use fees cover a portion of the staff cost of processing applications for land use permits and entitlements, and the fees do not exceed the reasonable or actual costs of processing land use applications and associated permitting, monitoring, and enforcement activities. As explained above, these fees are imposed for a specific government service provided directly to the applicant that is not provided to those not charged, are imposed for the reasonable regulatory costs to the County for issuing permits for property development and the administrative enforcement thereof, and do not exceed the reasonable costs to the County of providing these services.

OTHER AGENCY INVOLVEMENT:

The land use application fees charged to land use permit applicants are a composite of the fees for each of the County land use departments and the Monterey County Water Resources Agency. Accordingly, MCWRA staff has coordinated with staff of the County land use departments and the Office of County Counsel in the preparation of this report. Land use fee amendments are scheduled for separate consideration today by the Board of Supervisors of the County of Monterey, and County staff is also recommending that the County Board of Supervisors include the Water Resources Agency fee amendments, if approved, in the Monterey County Fee Resolution.

FINANCING:

Adoption of this resolution will result in additional revenues for the Water Resources Agency.

Prepared by: _____
Robert Johnson, Assistant General Manager, (831) 755-4860

Approved by: _____
David E. Chardavoyne, General Manager, (831) 755-4860

Attachments:
Resolution
Article XI

**MONTEREY COUNTY WATER RESOURCES AGENCY
BOARD OF DIRECTORS**

MEETING DATE:	January 27, 2014	AGENDA ITEM:	
AGENDA TITLE:	Consider approving the legal services agreement with Downey Brand Attorneys, LLP, in an amount not to exceed \$200,000, for legal services to be performed under this contract that consist of tasks related to the implementation of State Water Resources Control Board (SWRCB) Permit #11043, and compliance with conditions required to maintain Permit #11043; and, authorizing the General Manager to execute the Agreement.		
Consent ()		Action (X)	
Information ()			
SUBMITTED BY:	Robert Johnson	PREPARED BY:	Patrick McGreal
PHONE:	(831) 755-4860	PHONE:	(831) 755-5313
DEADLINE FOR BOARD ACTION:	January 27, 2014		

RECOMMENDED BOARD ACTION:

Approve a legal services agreement with Downey Brand Attorneys, LLP, in an amount not to exceed \$200,000, for legal services to be performed under this contract that consist of tasks related to the implementation of State Water Resources Control Board (SWRCB) Permit #11043, and compliance with conditions required to maintain Permit #11043; and, authorize the General Manager to execute the Agreement.

PRIOR RELEVANT BOARD ACTION:

- February 25, 2013 – Agreement with Downey Brand - \$100,000
- June 24, 2013 – Amendment No. 1 to above Agreement - \$250,000
- September 30, 2013 – Amendment No. 2 to above Agreement - \$50,000

DISCUSSION/ANALYSIS:


The Water Resources Agency (Agency), utilizing Downey Brand, was preparing to oppose of the revocation of the Agency’s Water Rights Permit #11043 by the SWRCB; the SWRCB hearing was noticed on November 24, 2012, and was rescheduled several times, with a final hearing date set for August 13-15, 2013. The legal services agreement along with Amendment No. 1 formalized Downey Brand’s representation and set a budget for legal services associated with opposing the revocation of Permit #11043.

The initial legal agreement with Downey Brand Attorneys, LLP, in the amount of \$100,000 was approved by the Board of Directors on February 25, 2013 for legal expenses. As a result of the efforts of Downey Brand and Agency staff, a Settlement Agreement with the SWRCB was negotiated and finally approved in early August, thus granting the Agency Water Rights Permit #11043. With the Settlement Agreement, a set of milestones was set forth by the SWRCB which require strict adherence by the Agency to retain and maintain the permit and the water allocated

to it. The first amendment, approved on June 24, 2013 in the amount of \$250,000, provided for additional specialized legal support to assist in the development of a strategy to move forward, using the set of milestones established by the SWRCB in the Settlement Agreement.

On September 30, 2013 the Board of Directors approved Amendment No. 2 to the legal services agreement with Downey Brand Attorneys, LLP in the amount of \$50,000 for legal services in connection with Water Rights Permit #11043 by the SWRCB for a total budget under the Agreement as amended not to exceed four hundred thousand dollars (\$400,000.00); and, authorized the General Manager to execute the Amendment.

Now that the Water Resources Agency has obtained the Water Rights Permit #11043 from the State Water Resources Control Board (SWRCB), the Agency will utilize the services of Downey Brand under this agreement to implement the steps related to developing a Notice of Preparation (NOP), creating a financing plan, and beginning to draft an Environmental Impact Report (EIR).

FINANCIAL IMPACT:	YES (X) \$200,000	NO ()
FUNDING SOURCE:	Fund 111	
COMMITTEE REVIEW AND RECOMMENDATION:	The Finance Committee recommended approval for consideration by the full Board at their January 17, 2014 meeting	
ATTACHMENTS:	<ol style="list-style-type: none"> 1. Board Order 2. Legal Services Agreement 	
APPROVED:	 General Manager Date	



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

Board Order No. _____

**APPROVE A LEGAL SERVICES AGREEMENT WITH DOWNEY)
BRAND ATTORNEYS, LLP IN THE AMOUNT OF \$200,000 FOR LEGAL)
SERVICES TO BE PERFORMED UNDER THIS CONTRACT THAT)
CONSIST OF TASKS RELATED TO THE IMPLEMENTATION)
OF STATE WATER OF RESOURCES CONTROL BOARD) (SWRCB)
PERMIT #11043, AND COMPLIANCE WITH CONDITIONS)
REQUIRED TO MAINTAIN PERMIT #11043; 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 legal services agreement with Downey Brand Attorneys, LLP, in an amount not to exceed \$200,000, for legal services to be performed under this contract that consist of tasks related to the implementation of State Water Resources Control Board (SWRCB) Permit #11043, and compliance with conditions required to maintain Permit #11043; and,
2. Authorizes the General Manager to execute the Agreement.

PASSED AND ADOPTED on this 27th day of January 2014 by the following vote, to-wit:

AYES:

NOES:

ABSENT:

BY: Chair
Board of Directors

ATTEST: David E. Chardavoyne
General Manager

LEGAL SERVICES AGREEMENT

THIS IS AN AGREEMENT between MONTEREY COUNTY WATER RESOURCES AGENCY, a flood control and water conservation agency established by the state of California (hereinafter referred to as MCWRA), and DOWNEY BRAND LLP (hereinafter referred to as DB).

RECITALS

- A. MCWRA is empowered to contract for needed legal consulting and litigation services when it is necessary and appropriate that legal services be performed for MCWRA and its officers and employees in excess of those services offered by the Office of the Monterey County Counsel.
- B. MCWRA desires to retain DB to perform legal services on behalf of MCWRA with respect to the implementation of State Water Resources Control Board (SWRCB).Permit No. 11043 and compliance with conditions required to maintain Permit No. 11043.

COVENANTS

NOW, THEREFORE, the parties agree as follows:

I. SERVICES TO BE PERFORMED.

1.01. Services to be Performed by DB. MCWRA hereby hires DB to render independent consulting and legal services for the County Counsel and MCWRA, subject to the terms of this agreement. DB shall perform said services faithfully and well, when needed by, and as requested by, County Counsel or his deputies in conjunction with requirements of the MCWRA. The services to be performed under this contract shall consist of tasks related to the implementation of State Water Resources Control Board (SWRCB).Permit No. 11043 and compliance with conditions required to maintain Permit No. 11043.

DB shall perform only such services as are within the expertise of its individual attorneys, and DB will notify County Counsel and MCWRA promptly if any work requested is beyond such expertise. DB shall diligently provide such legal services as are necessary and approved by MCWRA in a professional, timely manner. DB shall perform all of its services with due regard to ethical guidelines and the client's interests. .

1.02. No Conflict of Interest. DB does not have an actual or potential interest adverse to MCWRA nor does DB presently represent a person or firm with an interest adverse to MCWRA with respect to the matter accepted. DB shall immediately advise County Counsel or his designee and MCWRA in writing if an actual or potential conflict of interest arises or is discovered.

1.03. Reporting Requirements. DB shall provide to County Counsel and MCWRA written status reports containing all pertinent information, each time a significant action or event occurs in the case, or at either County Counsel's or MCWRA's specific request. Such written reports may be submitted in or attached to electronic mail.

1.04. Closing Report. If this Agreement is terminated as set forth herein or for any reason DB is no longer representing MCWRA with respect to a matter, DB shall submit a report, herein referred to as the Closing Report, describing the status of the matter, listing future court dates and other pertinent dates and setting forth any other information needed by another attorney to handle the matter. The Closing Report will be expeditiously submitted, together with any necessary executed Substitutions of Attorneys, to County Counsel.

1.05. Oral Reports. DB shall immediately report orally to County Counsel or his designee and MCWRA, in person or by telephone, any event or discovery which is of an urgent nature or requires the immediate attention of MCWRA. DB shall promptly follow up such oral report with a Status Report reiterating such event or discovery.

1.06 Principal Contacts. The partner principally responsible for DB's performance under this agreement shall be Kevin O'Brien or such other DB attorney as he shall designate from time to time for specific services assigned to DB. The Counsel designated as DB's principal contact in the Office of the County Counsel shall be Charles McKee or his designee. DB's principal contact at MCWRA shall be the General Manager of MCWRA or his designee.

II. COMPENSATION.

2.01 Compensation to Attorney. As consideration for DB's performance of this Agreement, MCWRA shall pay to DB the fees and necessary expenses calculated in accordance with DB's hourly rate and expense method of billing, as set forth in Exhibit A, attached hereto.

2.02 Budget. The initial Budget under this Agreement shall be Two hundred Thousand Dollars (\$200,000.00). DB shall revise the Budget estimates if events occur which substantially impact the Budget approved in the Plan or subsequent case Status Reports. Proposed budget increases must be approved by MCWRA, before payment for increased charges or expenditures may occur. DB shall notify County Counsel in writing when fifty percent (50%) and seventy-five percent (75%) of the Budget has been spent.

2.03 Monthly Accounting. DB shall account regularly via invoices for services rendered and costs and expenses incurred, within thirty days after the end of each calendar month, for time expended and for necessary expenses incurred in performance of services during the preceding calendar month.

2.04 Reimbursement Policy and Billing Requirements.

a. MCWRA shall reimburse DB for all actual and necessary costs for the following items:

- (1) Deposition and transcript fees;
- (2) Filing fees;
- (3) Postage and other delivery costs such as courier or overnight delivery;
- (4) Travel including mileage at the prevailing IRS rate;
- (5) Inside and outside photocopying and printing;
- (6) Consultant and expert witness fees, including, but not limited to, Macaulay Water Resources;
- (7) Computerized legal research;
- (8) Witness fees;
- (9) Jury fees;
- (10) Trial exhibit preparation and trial technology;
- (11) Long distance telephone and conference call service charges; and
- (12) Other expenses when approved in advance.

b. MCWRA will not reimburse DB for any staff time or overtime for secretarial, clerical or word processing costs connected with preparing required status reports, time spent to provide information for a fee audit, for work not authorized by MCWRA or for which a Plan was not approved. Travel will be reimbursed as follows: Transportation at actual fare for economy or coach class, mileage at the prevailing IRS rate, and meals and lodging in amounts consistent with County of Monterey per diem travel reimbursement policies. When travel occurs at the request of, or is authorized or approved in advance by, County Counsel or MCWRA, DB may bill for attorney or staff travel time.

c. The fees charged shall be calculated correctly, contain no charges previously billed, and be consistent with the approved hourly fee schedule and with any budget maximum set forth in any budget accepted by MCWRA. The following information shall be set forth accurately in or attached to the billing invoice:

- (1) Permit number;
- (2) Staffing level, hourly rate, and detailed time and activity descriptions for each attorney and/or paralegal, including time spent with respect to conferences, correspondence, depositions, document filing, hearings, meetings, research, case review, travel, trials and telephone calls; and
- (3) Invoices supporting all outside costs other than de minimis costs (such as, for example, bridge tolls and parking) which individually are in the amount of \$10 or less.

2.05 Monthly Invoices by Contractor; Payment.

(a) DB shall submit to Agency an invoice, in a format approved by Agency, setting forth the amounts charged by DB, together with an itemized basis for such amounts, and setting forth such other pertinent information Agency may require. DB 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 DB'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 DB shall complete all work described in Exhibit A for an amount not exceeding that set forth above (or the amount established by any subsequent amendment pursuant to Section 2.02 above), notwithstanding DB's submission of periodic invoices.

(b) DB agrees that Agency may withhold ten percent (10%) of the amount requested by DB 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, DB 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.

III. TERM OF AGREEMENT.

3.01. The term of this agreement shall be two (2) years commencing on the date the last party to the agreement executes the agreement.

IV. INDEMNIFICATION

4.01 Indemnification for Professional Service Claims:

DB shall indemnify, defend and hold harmless the County of Monterey and MCWRA, their governing boards, 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 DB, its employees, subcontractors, and agents in the performance of professional services under this Agreement, excepting only liability arising from the negligence, active negligence or willful misconduct of the County of Monterey or MCWRA, to which the doctrine of comparative fault may apply.

4.02 Indemnification for All Other Claims or Loss:

For any claim, loss, injury, damage, expense or liability other than claims arising out of DB's performance of professional services under this Agreement, DB shall indemnify, defend and hold harmless the County of Monterey and MCWRA, their governing boards, 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 DB, its employees, subcontractors or agents, excepting only liability arising from the negligence, active negligence or willful misconduct of the County of Monterey or MCWRA, to which the doctrine of comparative fault may apply.

V. INSURANCE.

5.01. Prior to commencement of this Agreement, DB 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 DB 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. DB 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 DB.

5.02 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 Best’s Key Rating Guide or a company of equal financial stability that is approved by the County’s Purchasing Manager.

5.03 Insurance Coverage Requirements.

Without limiting DB’s duty to indemnify, DB 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 approved (Justification attached; subject to approval)

Workers’ Compensation Insurance, if DB 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, DB 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).

5.04 Other Insurance Requirements

All insurance required by this Agreement shall be with a company reasonably acceptable to the County 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 DB 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, cancellations, or intended non-renewal thereof. Each policy shall provide coverage for DB 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 DB'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 DB'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 County, DB shall file certificates of insurance with the Agency's contract administrator, showing that DB has in effect the insurance required by this Agreement. DB 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.

DB 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, County shall notify DB and DB shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by DB to maintain such insurance is a default of this Agreement which entitles Agency, at its sole discretion, to terminate this Agreement immediately.

VI GENERAL PROVISIONS.

6.01 Non-Assignment. DB shall not assign or transfer this Agreement, or any part thereof, without

the written consent of MCWRA, nor shall DB assign any monies due or to become due to DB hereunder without the previous written consent of MCWRA.

6.02 Independent Contractor. Nothing in this Agreement shall be construed or interpreted to make DB anything but an independent contractor and in all DB's activities and operations pursuant to this Agreement, DB shall for no purposes be considered an employee of MCWRA.

6.03. Authority to Bind MCWRA. It is understood that DB, in the performance of any and all duties under this Agreement, has no authority to bind MCWRA to any agreements or undertakings with respect to any and all persons or entities with whom DB deals in the course of business, except with the express consent of MCWRA.

6.04. Non-Disclosure of Information. DB shall not disclose, without express written consent of MCWRA, any information relating to MCWRA business which has been submitted by MCWRA to DB pursuant to the services to be rendered pursuant to this Agreement. In the event that this Agreement is terminated, DB shall promptly return to MCWRA all papers, documents and the like belonging to MCWRA, but may first copy the client file if DB chooses. If the file is extensive, DB will consult with MCWRA and/or any substitute counsel to prioritize the order of copying and return of individual files.

6.05. Arbitration. In the event of any dispute arising out of or relating to this Agreement, the relationship of MCWRA and DB, or the services performed (including but not limited to disputes regarding attorneys' fees or costs of DB's performance of legal services hereunder), such dispute shall be resolved by submission to binding arbitration in Monterey County, California, before a single retired judge or justice, in accordance with the California Arbitration Act, including Code of Civil Procedure Section 1283.05, which addresses discovery in arbitration.

6.06 Notices.

a. Notices permitted or required to be given to the respective parties under this Agreement shall be deemed given (1) when personally delivered to the Monterey County Counsel or to DB's principal partner contact; (2) when personally delivered to the party's principal place of business during normal business hours (i.e., to the Office of the Monterey County Counsel in Salinas, California, or to the DB's office in Sacramento, California), by leaving the notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by fax machine or email to the other party, to the fax number or email address indicated below; or (4) 3 days after the notice is deposited in the U. S. mail (by first class, certified, registered, or express mail), with postage fully prepaid, addressed to the party as indicated below.

b. Notices mailed to the parties shall be addressed as follows:

To MCWRA: Office of the County Counsel
 168 W. Alisal Street, 3rd Floor
 Salinas, CA 93901-2680
 Fax No.: (831) 755-5283

McKeeCJ@co.monterey.ca.us

To DB: Kevin O'Brien
Downey Brand LLP
621 Capitol Mall, 18th Floor
Sacramento, CA 95814
Fax No.: (916) 441-4021
kobrien@downeybrand.com

c. The mailing addresses, fax numbers and email addresses specified in paragraph (b) may be changed by either party by giving notice to the other in the manner provided herein.

6.07 Subcontracting. DB shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without prior written approval of MCWRA. Any and all subcontracts shall be subject to the provisions contained in this Agreement.

6.08 Modifications. This Agreement may be modified or amended only by written agreement of the parties. No waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the parties hereto.

6.09 Non-Waiver. No covenant or condition of this Agreement can be waived except by the written consent of MCWRA. Forbearance or indulgence by MCWRA in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by DB. MCWRA shall be entitled to invoke any remedy available to MCWRA under this Agreement or by law or in equity despite said forbearance or indulgence.

6.10 Entire Agreement. This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed.

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6.11 Venue. If any party herein initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that venue thereof shall be the County of Monterey, State of California.

6.12 Construed Pursuant to California Law. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California.

6.13. Exhibits. Exhibit A (Fees and Expenses) is hereby incorporated by this reference.

IN WITNESS WHEREOF, MCWRA and DB have caused this Agreement to be executed as follows:

MONTEREY COUNTY WATER
RESOURCES AGENCY

DOWNEY BRAND ATTORNEYS LLP

David Chardavoyne, General Manager
Monterey County Water Resources Agency

Kevin M. O'Brien
Partner

Dated: _____

Dated: _____

Approved as to form:

Approved as to form:

Patrick McGreal
Deputy County Counsel

Name:
Auditor Controller

Dated: _____

Dated: _____

Name:
Risk Management

Name:
Principal Administrative Analyst

Dated: _____

Dated: _____

EXHIBIT A
FEES AND EXPENSES

MCWRA shall pay DB the fees and necessary expenses calculated in accordance with the hourly rates and expense method of billing identified below. Fees and expenses are to be charged as set forth below. MCWRA will not pay DB for travel time that is not authorized in advance pursuant to Section 2.04(b). MCWRA will reimburse DB for actual expenses related to the travel.

DOWNEY BRAND LLP will be primarily responsible for providing the work but may draw on others in the firm as necessary. DOWNEY BRAND LLP's hourly rates are as follows:

Senior Partner:	\$350
Junior Partner:	\$325
Counsel:	\$305
Associate:	\$215-295
Paralegal:	\$160
Senior Law Clerk:	\$145
Law Clerk:	\$135
Project Coordinator:	\$130

Travel: Expenses will be reimbursed in compliance with the Monterey County Travel Policies unless otherwise preapproved by the MCWRA.
Lodging and Meals: Actual but not to exceed County per diem without prior authorization.

DOWNEY BRAND LLP bills monthly for work performed and costs advanced.

DOWNEY BRAND LLP bills all overhead expenses, such as messenger, reproduction, facsimile,

and other costs and expenses incurred, as costs advanced. All overhead expenses will be billed at DOWNEY BRAND LLP cost.

**MONTEREY COUNTY WATER RESOURCES AGENCY
BOARD OF DIRECTORS**

MEETING DATE:	January 27, 2014	AGENDA ITEM:	
AGENDA TITLE:	Consider reconfirmation of the Regional Advisory Committee (RAC) to assist the Monterey County Water Resources Agency with the implementation of Water Rights Permit #11043; and, provide direction to Staff.		
Consent ()		Action (X)	
Information ()			
SUBMITTED BY:	Robert Johnson	PREPARED BY:	Robert Johnson
PHONE:	(831) 755-4860	PHONE:	(831) 755-4860
DEADLINE FOR BOARD ACTION:	January 27, 2014		

RECOMMENDED BOARD ACTION:

Reconfirm the Regional Advisory Committee (RAC) to assist the Monterey County Water Resources Agency with the implementation of Water Rights Permit #11043; and, provide direction to Staff.

PRIOR RELEVANT BOARD ACTION:

January 28, 2013 – Monterey County Water Resources Agency (Agency) Board of Directors established the RAC to assist the Agency efforts related to the possible revocation of Water Rights Permit #11043 by the State Water Resources Control Board (SWRCB).

DISCUSSION/ANALYSIS:

Water Rights are a tremendous asset, and are not to be dealt with lightly; Water Rights Permit #11043 (Permit) is no exception. When the Agency was notified about the possible revocation of the Permit, actions were taken to secure the Permit. One of these actions was the establishment of a stakeholder advisory committee to assist the Agency with revocation prevention efforts.

The committee adopted a Purpose Statement that says the RAC’s purpose is to:

- Update and retain Water Rights Permit #11043; and,
- Determine feasibility of utilizing water pursuant to this permit with the context of the original permit; and,
- Identify the water available pursuant to Permit #11043 and work together to identify feasible project that put those water resources to beneficial use.

At the January 16, 2014 meeting, the RAC passed a motion requesting, “The Board of Directors reconfirm the purpose of the Regional Advisory Committee as the public process to develop a recommendation on Permit #11043 water use and project conception.” The RAC continues to work through issues, and is in the process of developing project alternatives that can be used to develop a Notice of Preparation for a project that would utilize Permit #11043 water.

Staff is seeking direction from the Board of Directors regarding the RAC and how its efforts can be integrated into a comprehensive effort to continue combatting seawater intrusion.

FINANCIAL IMPACT:	YES () NO (X)
FUNDING SOURCE:	
COMMITTEE REVIEW AND RECOMMENDATION:	The RAC requested this action at the January 16, 2014 meeting
ATTACHMENTS:	<ol style="list-style-type: none"> 1. BOD Report regarding Water Rights Permit #11043 2. Resolution regarding Water Rights Permit #11043
APPROVED:	<p><i>David E. Chardavoyne</i> 1/22/14 General Manager Date</p>

**MONTEREY COUNTY WATER RESOURCES AGENCY
BOARD OF DIRECTORS**

MEETING DATE:	January 28, 2013	AGENDA ITEM:	
AGENDA TITLE:	CONSIDER RECOMMENDING THAT THE BOARD OF SUPERVISORS OF THE MONTEREY COUNTY WATER RESOURCES AGENCY RECOGNIZE THE IMPORTANCE OF CONTROLLING AND REVERSING SEAWATER INTRUSION AND NITRATE LEVELS IN THE SALINAS VALLEY GROUNDWATER BASIN AND COMMIT TO ALL STEPS NECESSARY TO COLLABORATE WITH STAKEHOLDERS AND THE PUBLIC TO DEVELOP FURTHER MEASURES, INCLUDING CONTESTING THE PROPOSED REVOCATION OF STATE WATER RESOURCES CONTROL BOARD PERMIT 11043, TO ASSURE THE INTEGRITY OF BASIN RESOURCES		
Consent () Action (X) Information ()			
SUBMITTED BY:	Robert Johnson	PREPARED BY:	Robert Johnson
PHONE:	831-755-4860	PHONE:	831-755-4860
DEADLINE FOR BOARD ACTION:	January 28, 2013		

RECOMMENDED BOARD ACTION:

Recommend that the Board of Supervisors of the Monterey County Water Resources Agency recognize the importance of controlling and reversing seawater intrusion and nitrate levels in the Salinas Valley Groundwater Basin and commit to all steps necessary to collaborate with stakeholders and the public to develop further measures, including contesting the proposed revocation of State Water Resources Control Board Permit 11043, to assure the integrity of basin resources

PRIOR RELEVANT BOARD ACTION:

- October 2008 – The Board of Directors discussed amending SWRCB Permit No. 11043.

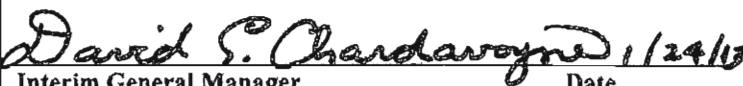
DISCUSSION/ANALYSIS:

The State Water Resources Control Board (SWRCB) Permit No. 11043 dates back to 1957 when the Agency was considering an Eastside Canal to move surface water from the Salinas River to the Salinas Valley East Side area and northerly to Castroville as a means to address seawater intrusion. Over the years, the Agency has built Nacimiento and San Antonio Reservoirs, used the Salinas River as a northerly conduit for water delivery, constructed the Monterey County Water Recycling Projects, and constructed the Salinas Valley Water Project (SVWP), all to utilize local water within the Salinas Valley to stop seawater intrusion and balance the Salinas groundwater basin. The Agency has not yet developed projects to divert water from the Salinas River consistent with SWRCB Permit No. 11043. However, the Agency has continued to request time extensions in order to preserve the water right, and keep open an opportunity to develop additional water supply projects with an amended permit to meet Monterey County’s long-term water needs independent of state or federal projects.

In 1983, the most recent amended permit retained the 400 cfs diversion rate, modified the quantity provision to 168,538 acre-feet annually, and included irrigation, municipal and industrial uses. The permit also allows for year-round diversions.

The notice for the SWRCB revocation hearing was sent out Thanksgiving Eve, with a hearing date of January 28, 2013—meaning all testimony and exhibits would have been due to the SWRCB on January 9. The Agency requested an extension that was granted, though a new hearing date has not formally been set.

Agency staff will be requesting a resolution from the Board of Directors opposing the revocation and establishing an ad hoc committee with members selected by the Interim General Manager to discuss possible strategies for utilization of the water allocated by Water Rights Permit #11043.

FINANCIAL IMPACT:	YES ()	NO ()
FUNDING SOURCE:		
COMMITTEE REVIEW AND RECOMMENDATION:		
ATTACHMENTS:	1. Resolution 2. Water Rights Permit #11043	
APPROVED:	 Interim General Manager Date 1/24/13	

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

RESOLUTION No. 13-R01

RECOMMEND THAT THE BOARD OF SUPERVISORS OF)
THE MONTEREY COUNTY WATER RESOURCES AGENCY)
RECOGNIZE THE IMPORTANCE OF CONTROLLING AND)
REVERSING SEAWATER INTRUSION AND NITRATE)
LEVELS IN THE SALINAS VALLEY GROUNDWATER)
BASIN AND COMMIT TO ALL STEPS NECESSARY TO)
COLLABORATE WITH STAKEHOLDERS AND THE PUBLIC)
TO DEVELOP FURTHER MEASURES, INCLUDING)
CONTESTING THE PROPOSED REVOCATION OF STATE)
WATER RESOURCES CONTROL BOARD PERMIT 11043, TO)
ASSURE THE INTEGRITY OF BASIN RESOURCES.)

WHEREAS, mitigating the intrusion of seawater and nitrate levels in the Salinas Valley Groundwater Basin (the "Basin") has been, and continues to be, a region-wide matter of great importance to the residents and businesses of Monterey County; and,

WHEREAS, the State of California, acting through the Department of Water Resources and through the State Water Resources Control Board (the "SWRCB") has long-recognized the issues of seawater intrusion and nitrate levels in the Basin and, by action of the SWRCB, has directed the Monterey County Water Resources Agency (the "Agency") to develop and implement a "solution" to the water quality problems in the Basin due to seawater intrusion; and,

WHEREAS, the long term and ongoing projects planned and completed by the Agency over the past two decades, principally the Salinas Valley Seawater Intrusion Program and the Salinas Valley Water Project, contemplate that the Agency will take further measures to control and reverse seawater intrusion and nitrate levels in the Basin; and,

WHEREAS, the SWRCB has proposed the revocation of Permit 11043 currently held by the Agency for the appropriation of 400 cubic feet per second of water available on the Salinas River; and,

WHEREAS, the Agency is committed to continuing and enhancing the projects it has undertaken since 1954 to mitigate seawater intrusion and nitrate levels in the Basin; and

WHEREAS, the water supply available under Permit 11043 is and always has been integral to the Agency's efforts to address the issues of seawater intrusion and nitrate levels in the Basin; and

WHEREAS, the loss of the water supply available under Permit 11043 will have a long term negative impact on the Agency's efforts to address the issues of seawater intrusion and nitrate levels in the Basin;

NOW, THEREFORE, BE IT RESOLVED THAT THE MONTEREY COUNTY WATER RESOURCES AGENCY BOARD OF DIRECTORS HEREBY:

1. Opposes the SWRCB's proposed revocation of Permit 11043 and finds that the potential loss of the water supply is an urgent matter that requires immediate and vigorous action.

2. Recommends to the Board of Supervisors that the Agency be directed to vigorously contest the SWRCB's proposed revocation of Permit 11043.
3. Recommends to the Board of Supervisors that the Agency be directed to form a Regional Advisory Committee, composed of participants from all geographical parts of the Salinas Valley, from a variety of sectors (urban, agricultural and environmental), and with a variety of viewpoints, to advise the Agency on how it may most effectively address the problems of seawater intrusion and nitrate levels in the Basin at the least possible cost. The Agency should also include in this committee representatives of those parties affected by the use of the water available under Permit 11043 and potential opponents to additional projects.
4. Recommends to the Board of Supervisors that it allocate an amount up to \$1,000,000 annually for the next three years to fund the development and permitting of projects identified through said public process.
5. Commits to use the public process integral to the California Environmental Quality Act to engage the public at all points in the planning process.
6. Recommends to the Board of Supervisors that the Agency be directed to develop a suite of projects, to enhance and complement ongoing projects undertaken by the Agency to control and reverse seawater intrusion and nitrate levels in the Basin and to evaluate those projects and others proposed by the Regional Advisory Committee or by the public, singly or in combination, in an environmental impact report.
7. Recommends that the Agency provide a status report to the Board of Supervisors on this matter quarterly, beginning in May 2013.


Upon motion of Director Ortiz, seconded by Director Hart, the foregoing is a Resolution passed and adopted this 28th day of January 2013, by the following vote, to wit:

AYES: Directors Ken Ekelund, Claude Hoover, Silvio Bernardi, David Hart, Fred Ledesma, Richard Ortiz, Mike Scattini and Deidre Sullivan

NOES: None

ABSENT: None


 BY: _____
 Chair
 Board of Directors


 ATTEST: David E. Chardavoyne
 Interim General Manager

INFORMATION ITEMS

Development Review Activity Report, December 2013: These applications were referred by the Planning Department, and the Agency submitted recommended conditions of approval. Four additional applications were reviewed with no recommended conditions of approval.

AREA	APPLICANT	PROJECT DESCRIPTION	CONDITION TYPES
CARMEL	SONOMA LANE LLC	RENOVATION OF A SFD, LOT LINE ADJUSTMENT BETWEEN TWO LEGAL LOTS OF RECORD, AND A VARIANCE TO MAINTAIN LEGAL, NON-CONFORMING SITE COVERAGE OF 18% IN ORDER TO RELOCATE DECK.	WATER SUPPLY
CARMEL VALLEY	MC GEE	CONSTRUCT A 5,428 SQ FT SFD, 758 SQ FT ATTACHED GARAGE, 1,285 SQ FT BASEMENT, 1,988 SQ FT DETACHED BARN W/ BATHROOM AND BOCCE COURT, SWIMMING POOL, SPA, AND OUTDOOR PIZZA OVEN.	DRAINAGE CONTROL, WATER SUPPLY
	BRITTON	CONSTRUCT A 1,616 SQ FT SFD AND A 576 SQ FT GARAGE W/ A SECOND STORY 682.5 SQ FT GUESTHOUSE.	WATER SUPPLY
DEL MONTE FOREST	KEVER	DEMO A 3,694 SQ FT SFD, 264 SQ FT STUDIO ATTACHED TO GARAGE, AND 631 SQ FT OF ACCESSORY STRUCTURES; CONSTRUCT A 4,666 SQ FT SFD, 115 SQ FT ENTRY PORCH, 97 SQ FT BALCONY, 264 SQ FT COVERED PORCH ATTACHED TO EXISTING DETACHED GARAGE, AND A REMODEL OF AN EXISTING 649 SQ FT ACCESSORY DWELLING UNIT.	DRAINAGE CONTROL, WATER SUPPLY
NORTH COUNTY	ALVAREZ	CONSTRUCT A 3,063 SQ FT SFD AND 528 SQ FT ATTACHED GARAGE.	DRAINAGE CONTROL

Ongoing Review: Rancho Cañada Subdivision, East Garrison Subdivision, Rancho San Juan Subdivision, September Ranch Subdivision, Country Lake Estates Subdivision, Heritage Oaks Subdivision, Rancho Los Robles Subdivision, Tavernetti Subdivision, Corral de Tierra Village, Harper Canyon Subdivion, Cathrein Acres Subdivision, MST/Whispering Oaks Subdivision, and Wang Subdivision.

**MONTEREY COUNTY WATER RESOURCES AGENCY
BOARD OF DIRECTORS**

MEETING DATE:	January 27, 2014	AGENDA ITEM:	
AGENDA TITLE:	Monterey County Water Recycling Projects and Salinas River Diversion Facility Operations Update		
Consent ()		Action ()	
Information (X)			
SUBMITTED BY:	Brent Buche	PREPARED BY:	Chris Moss
PHONE:	(831) 755-8982	PHONE:	(831) 755-8981
DEADLINE FOR BOARD ACTION:		January 27, 2014	

RECOMMENDED BOARD ACTION:

None.

PRIOR RELEVANT BOARD ACTION:

None.

DISCUSSION/ANALYSIS:

Water deliveries for the Monterey County Water Recycling Projects, consisting of recycled water from the Salinas Valley Reclamation Project (SVRP), disinfected river water from the Salinas River Diversion Facility (SRDF) and well water from the Castroville Seawater Intrusion Project (CSIP) distribution system, are shown by fiscal year and month from July 1998 to the most recent data available.

Disinfected river water delivery from the SRDF ceased on October 11, 2013. In accordance with the Salinas Valley Water Project Flow Prescription and National Marine Fisheries Service Biological Opinion, the SRDF river impoundment was slowly drained downstream for 27 days, and the dam was lowered for the winter on November 8, 2013. In further accordance with project permits, the SRDF may begin operation no earlier than April 1, 2014.

If present dry conditions continue, it is likely that there will not be sufficient water in Nacimiento and San Antonio reservoirs to supply river water to the SRDF for the 2014 season. If that is the case, the irrigation service area will be supplied water from the SVRP and CSIP supplemental ground water wells. In the event that SRDF river water is unavailable, increased supplemental well power costs are likely to result this fiscal year.

The CSIP system was originally constructed with 21 ground water wells. Thirteen wells are presently operational, with a total flow capacity of approximately 24,000 gallons per minute. Two wells are out-of-service for repair, and are planned to be returned to service for the 2014 season. Five wells are no longer used due to high chloride concentration and will not be brought back into production in the foreseeable future. One well has been destroyed.

The SVRP was out-of-service from December 3, 2013 through January 2, 2014 for maintenance, and began producing recycled water January 3, 2014. Due to dry weather conditions, overall irrigation water demand for the service area is expected to be high for this fiscal year.

Monterey County Water Recycling Projects (MCWRP) & Salinas River Diversion Facility (SRDF) Water Production (Acre Feet)

Source	FY 98-99	FY 99-00	FY 00-01	FY 01-02	FY 02-03	FY 03-04	FY 04-05	FY 05-06	FY 06-07	FY 07-08	FY 08-09	FY 09-10	FY 10-11	FY 11-12	FY 12-13	FY 13-14
	Jul-98	Jul-99	Jul-00	July-01	July-02	July-03	July-04	July-05	July-06	July-07	July-08	July-09	July-10	July-11	July-12	July-13
CSIP-Wells	772	1,318	1,234	1,535	1,363	1,821	1,565	1,507	1,424	1,517	1,590	1,699	267	316	214	98
SRDF-River	0	0	0	0	0	0	0	0	0	0	0	0	1,035	1,145	992	1,260
SVRP-Recycled	1,114	1,870	1,886	1,879	1,900	1,898	1,957	1,906	1,931	1,957	1,943	1,837	1,889	1,869	1,834	1,786
	Aug-98	Aug-99	Aug-00	Aug-01	Aug-02	Aug-03	Aug-04	Aug-05	Aug-06	Aug-07	Aug-08	Aug-09	Aug-10	Aug-11	Aug-12	Aug-13
CSIP-Wells	748	899	774	1,105	1,073	1,283	1,145	770	1,103	1,115	969	1,107	272	568	311	263
SRDF-River	0	0	0	0	0	0	0	0	0	0	0	0	968	709	799	1,220
SVRP-Recycled	1,118	1,772	1,843	1,944	1,877	1,889	1,954	1,838	1,925	1,927	1,906	1,839	1,902	1,873	1,847	1,803
	Sep-98	Sep-99	Sep-00	Sep-01	Sep-02	Sep-03	Sep-04	Sep-05	Sep-06	Sep-07	Sep-08	Sep-09	Sep-10	Sep-11	Sep-12	Sep-13
CSIP-Wells	226	368	517	417	793	561	727	337	342	380	545	509	191	419	135	248
SRDF-River	0	0	0	0	0	0	0	0	0	0	0	0	478	0	314	537
SVRP-Recycled	989	1,398	1,460	1,505	1,435	1,750	1,821	1,689	1,782	1,616	1,683	1,594	1,821	1,617	1,734	1,725
	Oct-98	Oct-99	Oct-00	Oct-01	Oct-02	Oct-03	Oct-04	Oct-05	Oct-06	Oct-07	Oct-08	Oct-09	Oct-10	Oct-11	Oct-12	Oct-13
CSIP-Wells	309	370	450	164	162	174	183	115	172	125	140	119	20	54	16	165
SRDF-River	0	0	0	0	0	0	0	0	0	0	0	0	80	0	65	133
SVRP-Recycled	432	1,017	475	1,276	1,316	1,371	862	1,241	1,509	1,129	1,378	465	1,006	733	1,168	1,548
	Nov-98	Nov-99	Nov-00	Nov-01	Nov-02	Nov-03	Nov-04	Nov-05	Nov-06	Nov-07	Nov-08	Nov-09	Nov-10	Nov-11	Nov-12	Nov-13
CSIP-Wells	77	82	230	11	183	134	171	330	90	692	35	575	246	238	72	35
SRDF-River	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SVRP-Recycled	32	153	0	260	184	149	0	209	342	0	730	0	179	224	731	1,127
	Dec-98	Dec-99	Dec-00	Dec-01	Dec-02	Dec-03	Dec-04	Dec-05	Dec-06	Dec-07	Dec-08	Dec-09	Dec-10	Dec-11	Dec-12	Dec-13
CSIP-Wells	72	215	397	10	107	40	150	85	119	445	29	194	69	723	44	730
SRDF-River	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SVRP-Recycled	0	0	0	0	0	0	0	0	0	0	289	0	0	0	0	88
	Jan-99	Jan-00	Jan-01	Jan-02	Jan-03	Jan-04	Jan-05	Jan-06	Jan-07	Jan-08	Jan-09	Jan-10	Jan-11	Jan-12	Jan-13	Jan-14
CSIP-Wells	169	202	189	151	130	179	83	109	687	91	485	100	333	1,067	253	
SRDF-River	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
SVRP-Recycled	22	0	0	0	0	0	0	0	0	0	0	0	26	0	0	
	Feb-99	Feb-00	Feb-01	Feb-02	Feb-03	Feb-04	Feb-05	Feb-06	Feb-07	Feb-08	Feb-09	Feb-10	Feb-11	Feb-12	Feb-13	Feb-14
CSIP-Wells	52	43	128	358	345	121	280	583	252	171	235	143	100	162	334	
SRDF-River	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
SVRP-Recycled	58	0	0	385	32	1	0	0	154	173	112	0	580	1,031	692	
	Mar-99	Mar-00	Mar-01	Mar-02	Mar-03	Mar-04	Mar-05	Mar-06	Mar-07	Mar-08	Mar-09	Mar-10	Mar-11	Mar-12	Mar-13	Mar-14
CSIP-Wells	138	651	529	233	473	455	241	124	459	520	408	529	154	211	218	
SRDF-River	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
SVRP-Recycled	35	11	422	791	1,184	1,121	0	0	1099	1,602	676	49	450	929	1,561	
	Apr-99	Apr-00	Apr-01	Apr-02	Apr-03	Apr-04	Apr-05	Apr-06	Apr-07	Apr-08	Apr-09	Apr-10	Apr-11	Apr-12	Apr-13	Apr-14
CSIP-Wells	601	678	587	564	190	878	482	195	496	1,513	1054	143	544	80	239	
SRDF-River	0	0	0	0	0	0	0	0	0	0	0	0	0	0	501	
SVRP-Recycled	586	1,136	1,332	1,763	1,381	1,848	740	328	1,642	1,806	1,702	839	1,650	1,044	1,679	
	May-99	May-00	May-01	May-02	May-03	May-04	May-05	May-06	May-07	May-08	May-09	May-10	May-11	May-12	May-13	May-14
CSIP-Wells	313	439	531	446	535	810	388	249	417	939	822	150	284	125	239	
SRDF-River	0	0	0	0	0	0	0	0	0	0	0	375	593	618	1,219	
SVRP-Recycled	1,561	1,283	1,805	1,770	1,722	1,933	1,770	1,751	1,907	1,914	1,717	1,737	1,694	1,745	1,799	
	Jun-99	Jun-00	Jun-01	Jun-02	Jun-03	Jun-04	Jun-05	Jun-06	Jun-07	Jun-08	Jun-09	Jun-10	Jun-11	Jun-12	Jun-13	Jun-14
CSIP-Wells	743	1,051	1,359	1,256	1,435	1,653	1,402	1,394	1,523	1,726	1,391	570	428	276	363	
SRDF-River	0	0	0	0	0	0	0	0	0	0	0	944	1,020	906	1,224	
SVRP-Recycled	1,615	1,793	1,877	1,664	1,808	1,913	1,833	1,903	1,874	1,797	1,750	1,838	1,713	1,764	1,677	
Totals	FY 98-99	FY 99-00	FY 00-01	FY 01-02	FY 02-03	FY 03-04	FY 04-05	FY 05-06	FY 06-07	FY 07-08	FY 08-09	FY 09-10	FY 10-11	FY 11-12	FY 12-13	FY 12-13
CSIP-Wells	4,220	6,316	6,925	6,250	6,789	8,109	6,817	5,798	7,084	9,234	7,703	5,838	2,908	4,239	2,438	1,539
SRDF-River	0	0	0	0	0	0	0	0	0	0	0	1,319	4,174	3,378	5,114	3,150
SVRP-Recycled	7,562	10,433	11,100	13,237	12,839	13,873	10,937	10,865	14,165	13,921	13,886	10,198	12,910	12,829	14,723	8,076
Total acre-feet	11,782	16,749	18,025	19,487	19,628	21,982	17,754	16,663	21,249	23,155	21,589	17,355	19,992	20,446	22,275	12,765
% Recycled	64%	62%	62%	68%	65%	63%	62%	65%	67%	60%	64%	59%	65%	63%	66%	63%

**MONTEREY COUNTY WATER RESOURCES AGENCY
BOARD OF DIRECTORS**

MEETING DATE:	January 27, 2014	AGENDA ITEM:	
AGENDA TITLE:	Reservoir Release Update		
Consent ()		Action ()	
Information (X)			
SUBMITTED BY:	Howard Franklin	PREPARED BY:	Howard Franklin
PHONE:	(831) 755-4860	PHONE:	(831) 755-4860
DEADLINE FOR BOARD ACTION:	January 27, 2014		

RECOMMENDED BOARD ACTION:

None – item presented for informational purposes

PRIOR RELEVANT BOARD ACTION:

None – the Board of Directors receives monthly updates on the Agency’s reservoir status

DISCUSSION/ANALYSIS:

RESERVOIR ELEVATION / STORAGE: As of January 17, 2014 San Antonio Reservoir is at approximately 656.2 feet mean sea level (msl), 16,130 acre-feet of storage. Nacimiento Reservoir is at elevation 726.75 feet msl, 84,200 acre-feet of storage. San Antonio Reservoir is currently at 5% of storage capacity and Nacimiento Reservoir is at 22% of capacity.

RESERVOIR RELEASES: Releases from both reservoirs are being made to meet minimum fisheries flow requirements.

Releases as of January 17, 2014:

- 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 Spreckels: 0 cfs
- Salinas River near Chualar: 0 cfs
- Salinas River near Soledad: 0 cfs
- Salinas River near Bradley: 67 cfs (steady)

**MONTEREY COUNTY WATER RESOURCES AGENCY
BOARD OF DIRECTORS**

MEETING DATE:	January 27, 2014	AGENDA ITEM:	
AGENDA TITLE:	Well Permit Application Activities Update		
Consent ()		Action ()	
Information (X)			
SUBMITTED BY:	Robert Johnson	PREPARED BY:	Peter Kwiek
PHONE:	(831) 755-4860	PHONE:	(831) 755-4860
DEADLINE FOR BOARD ACTION:	January 27, 2014		

RECOMMENDED BOARD ACTION:

None – item presented for informational purposes

PRIOR RELEVANT BOARD ACTION:

None – the Board of Directors receives monthly updates on the Agency’s Well Permit Application Activities

DISCUSSION/ANALYSIS:

The Well Application Permit Process is regulated by the EHB. The Agency provides technical support to the EHB as part of the process. The changes that came about since the adoption of the County General Plan have caused concerns and misinformation in the public. To provide correct and up to date information to the public, Agency staff has developed the attached Well Impact Evaluation Summary Table (Table).

The Table provides a summation of well permit applications that are being evaluated by Agency Staff; broken out by domestic well permit applications and high capacity well permit applications, as well as by Salinas Valley subarea. This table is provided to the BOD on a monthly basis.

**Summary of Well Impact Evaluations
Conducted per 2010 Monterey County General Plan**

DOMESTIC WELLS						
<i>Evaluation Outcome</i>	Pressure	East Side	Forebay	Upper Valley	Outside Zone 2C	TOTAL
No potential impact.	0	3	1	1	55	60
Replacement (exempt).	0	2	0	0	2	4
Potential impact - no mitigation yet proposed.	0	0	0	0	1	1
Potential impact - acceptable mitigation proposed.	0	0	0	0	0	0
TOTAL	0	5	1	1	58	65
<i>Subarea Total as Percentage</i>	0%	8%	2%	2%	89%	

HIGH CAPACITY WELLS						
<i>Evaluation Outcome</i>	Pressure	East Side	Forebay	Upper Valley	Outside Zone 2C	TOTAL
No potential impact.	3	8	2	5	5	23
Replacement (exempt).	6	1	0	4	0	11
Potential impact - acceptable mitigation proposed.	1	1	0	5	0	7
Potential impact - no mitigation yet proposed.	0	1	0	3	2	6
TOTAL	10	11	2	17	7	47
<i>Subarea Total as Percentage</i>	21%	23%	4%	36%	15%	

**MONTEREY COUNTY WATER RESOURCES AGENCY
BOARD OF DIRECTORS**

MEETING DATE:	January 27, 2014	AGENDA ITEM:	
AGENDA TITLE:	Projected costs for implementing the short-term Salinas River Stream Maintenance Program.		
Consent ()		Action ()	
Information (X)			
SUBMITTED BY: PHONE:	Cathy Paladini (831) 755-4861	PREPARED BY: PHONE:	Shaunna Juarez (831) 755-4865
DEADLINE FOR BOARD ACTION:		January 27, 2014	

RECOMMENDED BOARD ACTION:

Receive projected costs for implementing the short-term Salinas River Stream Maintenance Program.

PRIOR RELEVANT BOARD ACTION:

None.

DISCUSSION/ANALYSIS:

The Agency has administered the Salinas River Channel Maintenance Program since 1997, after severe flooding occurred on the Salinas River in March 1995. The US Army Corps of Engineers (USACE) is the permitting authority for maintenance activities in the Salinas River and they issued two 404 Permits that each lasted for a five-year period. During this process, the USACE had formal consultations with other Federal regulatory agencies regarding the Endangered Species Act. These consultations and the permit process concluded with many conditions that the participants and the Agency had to follow. Additionally, the State Regional Water Quality Control Board is responsible for ensuring compliance with the Clean Water Act by issuing a 401 Water Quality Certification. The result of these processes is numerous monitoring and reporting conditions with which the Agency must comply.

The Agency administration responsibilities were on an annual basis and included reviewing a set of applications including the technical information, performing site visits, and training the participants in the permit conditions and special status species. Once the program was implemented, Agency staff monitored progress and coordinated with regulatory agencies regarding permit compliance. At the end of the season Agency staff was responsible for post-project reporting. The entire process was spread over a nine month period for each of the years of the permit. The initial years, prior to receipt of the permit and the final year of the permit required additional activities and funding. Therefore, implementation of the program ranged from \$125,000 to \$300,000 annually. The total cost to the Agency of each previous program was approximately \$845,000 for the 1997-2001 permit and \$1,460,000 for the 2003-2008 permit. The landowners/growers had additional costs that are not

included here, such as that actual work they performed, and the preparation of their applications and supporting documentation.

The proposed Salinas River Stream Maintenance Program (SRSMP) is in the CEQA phase of the project. The Final EIR has been prepared but has yet to be certified. Upon EIR certification and project approval, staff can begin the preparation of all necessary documents to complete the USACE 404 permit and submit the application. This will begin the NEPA process with the USACE as Lead Agency. Additional items must be completed prior to implementation of the proposed program such as: preparation of a Biological Assessment, Wetland Delineation, NEPA Document, Biological Opinions from NOAA National Marine Fisheries Service and U.S. Fish and Wildlife Service, and acquisition of all necessary permits. These activities will be an annual cost of approximately \$300,000 for one or more years. So far the Agency has spent approximately \$1,400,000 on this new program.

Moving forward to program implementation, there is more than one option. The proposed project will require more work and Agency involvement than the previous Channel Maintenance Program described above. The estimated annual cost of implementing this program will be \$400,000 for approximately 5 to 6 years (depending on permit length). This will include MCWRA staff coordinating with each program applicant to develop an annual work plan, site inspections, provide annual training on methods and species of concern, compliance documentation and other required reports. This is a higher cost than the previous programs due in part to the additional requirements that the Agency will have to perform. The specific requirements are still under coordination.

Other entities have come forward with their own plans to implement stream maintenance activities. These proposals are still in the development phase but may require a similar level of MCWRA involvement as the proposed program. Coordinating multiple smaller projects are estimated to cost as much as a larger project. Those estimates are not yet available. The goal of these alternative projects is that they could be started sooner than the proposed SRSMP.

Table 1

**Salinas River Channel Maintenance Program
Funds Expended FY 98 thru April 2011 & Budgeted FY11-12
Fund 116-9935 & Fund 207-9935 & Fund 206-932-9421**

FY 2011-12	Budgeted	FY 2011	Revised	Original	FY 2009-10	FY 2008-09	FY 2007-08	FY 2006-07	FY 2005-06
Estimates	FY 2011-12	Thru June	FY 2010-11	FY 2010-11					
Services & Supples	1,500	2,862			661	640			
County Counsel	1,000	4,003			1,550	328			
Entrix	267,869	91,829	200,000	75,000	15,000	49,400			
Monterey Cty Surveyors	10,000		35,000	35,000		27,200	26,900	26,400	24,640
Hagar									
Lee & Pierce	19,779	0	30,000	30,000		74,600	75,000	75,000	95,000
Denise Duffy & Assoc									
Ag Surveying									
Direct Labor	41,067	189,806	98,138	48,138	57,632	96,413	58,996	75,627	115,233
Admin Labor Alloc	10,758	47,903	10,825	10,825	13,633	27,409	15,486	19,565	27,685
Downey Brand	50,000	39,229							
Total Obligations	401,973	375,632	373,963	198,963	88,477	275,990	176,383	196,592	262,558

NOTES:

1. \$150K encumbered for Entrix Contract FY 11
2. Costs compiled by Peggy Schoolfield, Senior Accountant Auditor
3. Budgeted costs for FY 2011-12 for Entrix, F116 -150K, F117-30K, F121-30K, F126-30K, F129-10K

SALINAS RIVER CHANNEL MAINTENANCE EIR COSTS

	<u>FY 2010-11</u>	<u>FY 2011-12</u>	<u>FY 2012-13</u>	<u>FY 2013-14</u>	<u>Total</u>
Carno Entrix (Billings through 11/22/2013)	\$91,828.67	\$144,884.89	\$296,254.24	\$72,701.32	\$605,669.12
Downey Brand Attorneys LLP (Thru 10/31/13)	52,894.25	47,728.34	38,891.26	10,408.00	149,921.85
County Counsel charges	3,421.14	1,936.21	17,164.36	4,490.13	27,011.84
Direct Labor Allocated charges	158,078.48	101,799.79	180,045.81	72,107.62	512,031.70
Admin Staff Labor Allocated charges	39,997.02	19,932.40	33,223.85	19,094.82	112,248.09
Total Costs	<u>\$346,219.56</u>	<u>\$316,281.63</u>	<u>\$565,579.52</u>	<u>\$178,801.89</u>	<u>\$1,406,882.60</u>

**MONTEREY COUNTY WATER RESOURCES AGENCY
BOARD OF DIRECTORS**

MEETING DATE:	January 27, 2014	AGENDA ITEM:	
AGENDA TITLE:	Receive information on the Water Resources FY 2013-14 financial status of unanticipated expenditures.		
Consent ()		Action ()	
Information (X)			
SUBMITTED BY: PHONE:	Cathy Paladini (831) 755-4861	PREPARED BY: PHONE:	Cathy Paladini (831)755-4861
DEADLINE FOR BOARD ACTION:		January 27, 2014	

RECOMMENDED BOARD ACTION:

Receive information on the Water Resources FY 2013-14 financial status of unanticipated expenditures.

PRIOR RELEVANT BOARD ACTION:

On March 25, 2013, the Monterey County Water Resources Agency Board of Directors approved the Agency Fiscal Year 2013-14 Budget, which contained the anticipated Hydroelectric revenue of \$1,288,000 before lower water flows, ongoing repair, and lower rates in the Power agreements impacted the amount of estimated Hydro-electric revenue the Agency would receive.

DISCUSSION/ANALYSIS:

A reduction and delays in Hydro-electric revenue in Fund 130 (Hydroelectric Operations), lower water flows and plant shut down for turbine repair has caused lower than anticipated Hydro-electric revenue, budgeted at \$1,288,000. In accordance with the Salinas Valley Water Project financing arrangements, all Agency Ad Valorem taxes in Fund 113, 114, and 115 must be utilized first and foremost to finance an annual bond payment of \$2,049,695. Therefore, the cash balance for these funds will drop to zero before the end of the fiscal year. Once the Agency receives hydro-electric business interruption insurance these funds will be reimbursed, however the amount of reimbursement anticipated at \$400,000 is subject to adjustments by the insurance company. In addition, the Agency is expected to continue working on two unfunded projects Water Rights Permit #11043 and the long term Salinas River Management Program that continue to strain Fund 111 which is reimbursed by all Agency Funds. The attached Exhibit 1 illustrates these unanticipated expenses and potential one-time infusions. It's important to note that the FY 2013-14 Budget does not include these unanticipated expenses or potential one-time infusions. Therefore, if no funding stream is identified for FY 2014-15 these unfunded projects will diminish the labor hours that support other budgeted project work performed by the Agency.

**Monterey County Water Resources Agency
Unanticipated Expenses**

Unanticipated Expenses

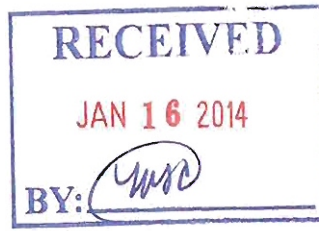
Consultants	1,067,128	Increased Hydro repairs
11043 Permit costs	200,000	Unbudgeted costs
SLO Settlement Costs	66,621	
Total	<u><u>\$1,333,749</u></u>	

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CORRESPONDENCE

HORAN | LLOYD

A Professional Corporation
26385 Carmel Rancho Blvd., Ste. 200
Carmel, CA 93923
831-373-4131



TIMOTHY J. MORGAN
ATTORNEY AT LAW
121 JEWELL STREET
SANTA CRUZ, CALIFORNIA 95060
(831) 429-9841
FACSIMILE (831) 429-2824
EMAIL TMORGAN@MORGANLAW.US

January 14, 2014

Via Hand Delivery and Regular Mail

Monterey County Board of Supervisors
Attn: Clerk of the Board
PO Box 1728
Salinas, CA 93902

Monterey County Water Resources Agency
Board of Directors
Attn: Board Secretary
P.O. Box 930
Salinas, CA 93901

RE: Brown Act Violation – Cease and Desist Order and Public Records Act Request

Honorable Supervisors and Directors:

We represent Salinas Valley Water Coalition and Ron Chesshire. This letter is to notify the Monterey County Board of Supervisors (“Board”) and Monterey County Water Resources Agency Board of Directors (“Directors”) of the ongoing substantial violations of central provisions of the Ralph M. Brown Act (Gov. Code § 54950 et seq.) and demand that you cease and desist the illegal conduct through (1) an unconditional commitment, pursuant to Section 54960.2(c), to cease, desist from, and not repeat the past actions that are alleged to violate the Brown Act; (2) video recording closed sessions to protect the County against any future allegation of Brown Act violations; and (3) releasing public records under the Public Records Act request included herein.

I. Brown Act Violation – Cease and Desist Order

The nature of the Brown Act violations is deliberations and actions being taken in closed sessions under the guise of fifty nine (59) performance evaluations in 2013 as follows:

- 1) Sixteen (16) performance evaluations of the County Counsel, Charles McKee, in the year 2013;
- 2) Ten (10) performance evaluations of the County Administrative Officer, Lew Bauman, in the year 2013;
- 3) Six (6) performance evaluations of the General Manager of Monterey County Water Resources Agency, David Chardavoyne, in the year 2013;
- 4) Twenty (20) performance evaluations of the CEO of Natividad Medical Center, Harry Weiss, in the year 2013; and

- 5) Seven (7) performance evaluation of the Equal Opportunity Officer, Irma Ramirez-Bough, in the year 2013.

Enclosed with this letter, please find a table that tabulates these performance evaluations along with the pages that list the performance evaluations in the closed session Board and/or Directors agendas (Exhibit "A").

Deliberations and actions were being taken by the majority of the members of the Board and Directors without the benefit of public participation during a period of time when significant decisions were and will need to be made on the State Water Resources Control Board ("SWRCB") 11043 Permit, Natividad Hospital and other important public matters. As an example, the closed session performance evaluation of David Chardavoine held on November 5, 2013 (Exhibit "B") clearly constitutes "deliberation" and "action" that contravene the intent of the Brown Act --- the intent of the Act is for "actions [to] be taken openly and that deliberations [to] be conducted openly." (Gov. Code §54950.) Specifically, the following language in the PowerPoint Slides used during the performance evaluation of Mr. Chardavoine did not, in fact, include any evaluation of his job performance:

- Request authority & direction – Authorize Staff to conduct exploratory discussions with State Officials regarding legal, institutional options for wholesaling of 11043 waters to Cal Am, California Water Service and others water retailers as appropriate and return to the Board in December with progress report.
- Evaluate potential wholesale water customers throughout county to generate 11043 capital and operating resources and return to the Board in December with progress report.
- Discussion Points – Overview of Key Projects identified to date to implement Permit 11043 and possible other innovation Projects that might be evaluated to implement Permit 11043.

It is important to note that there had not been any prior action taken or direction given by the Board or the Directors during a public hearing to wholesale "11043 waters." Nevertheless, that action and deliberation to wholesale 11043 waters occurred in closed sessions under the guise of evaluating the performance of Mr. Chardavoine. In essence, the Board and the Directors made a collective commitment /promise to wholesale 11043 waters in closed sessions, which constitutes an "action" taken in violation of the Brown Act. (Gov. Code §54952.6.¹) Furthermore, the Board and Directors deliberated in closed sessions by examining,

¹ Government Code Section 54952.6 states as follows: As used in this chapter, "action taken" means a collective decision made by a majority of the members of a legislative body, a collective commitment or promise by a majority of the members of a legislative body to make a positive or a negative decision, or an actual vote by a majority of the members of a legislative body when sitting as a body or entity, upon a motion, proposal, resolution, order or ordinance.

weighing choices and ascertaining facts (for example, discussions of other innovation projects to implement SWRCB Permit 11043), which are preliminary to an ultimate decision and must have been done publicly and not in closed sessions. (See, e.g., *Sacramento Newspaper Guild v. Sacramento County Bd. Of Supervisors* (1968) 263 Cal.App.2d 41, 47-48.)

Although “performance evaluation... of a public employee” by the “legislative body of a local agency” is an exception to the public meeting requirement, it is narrowly construed in favor of openness and its underlying purpose is to protect an employee from public embarrassment and to permit free and candid discussions of personnel matters by a local governmental body. (*Duval v. Board of Trustees of Coalinga Huran Joint Unified School District* (2001) 93 Cal.App.4th 902, 908). The performance evaluation exception certainly does not allow appointed Directors, who, collectively, do not constitute a “legislative body”², to exploit this exception. Nor does the performance evaluation exception allow government to take actions or have deliberations on policy decisions; such discussions must occur openly and publicly.

Accordingly, these violations of the Brown Act must cease and desist (1) through an unconditional commitment, pursuant to Government Code Section 54960.2(c), to cease, desist from, and not repeat the past actions that are alleged to violate the Brown Act and (2) by video recording all future closed sessions to protect the County against any future allegation of Brown Act violations.

It is important to note, particularly to the individual Directors of the Monterey County Water Resources Agency, that the County Counsel is the attorney for the County and the primary client of the County Counsel’s office is the Board of Supervisors. Moreover, the District Attorney’s Office has the authority to prosecute individual members of the legislative body criminally and to initiate civil actions to prevent or nullify actions taken in violation of the Brown Act. As you have learned from your training, where there is any doubt about the County Counsel’s advice, direction, interpretation, you should seek an independent opinion.

II. Public Records Act Request

This letter is also a public records act request under the California Public Records Act, Government Code §6250 et seq. We are requesting access to all public records related to or associated with the SWRCB 11043 Permit from year 2012 to present, including those public records from the Board and Directors’ closed sessions. Under the California Public Records Act, the term “public records” includes any writing containing information relating to the conduct of

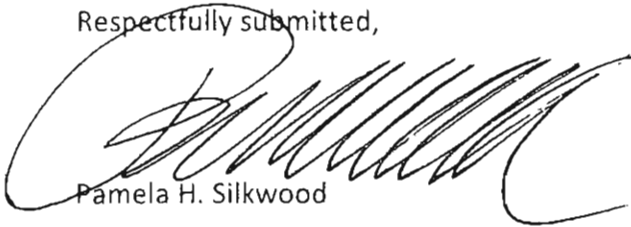
² Section 15 of the Monterey County Water Resources Agency Act states, in relevant part, “The Board of Supervisors of the County is ex officio the Board of Supervisors of the Agency.... All ordinances, resolutions, and other legislative acts for the Agency shall be adopted by the Board of Supervisors, except as otherwise expressly provided, as are ordinances, resolutions, or other legislative acts for the County.”

the public's business, prepared, owned, used or retained by any public agency. (Government Code § 6252.) The Attorney General has ruled that this information is intended to cover every conceivable kind of record involved in the governmental process and that only purely personal information is exempt. (58 Ops. Atty. Gen. 629, 634.)

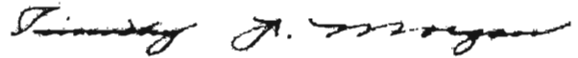
The "personnel exemption" to the public's right to disclosure of public records under Government Code Section 6254(c) is narrowly construed to protect an employee against "unwarranted invasion personal privacy." The records related to the wholesale "11043 waters" do not fall within the personnel exemption and thus, those records must be disclosed.

Please notify us when the public records have been assembled so that we can schedule a time to review these records.

Respectfully submitted,



Pamela H. Silkwood



Timothy J. Morgan

PROOF OF SERVICE

I am employed by Horan Lloyd in the County of Monterey, California. I am over the age of 18 and not a party to the within action. My business address is 26385 Carmel Rancho Boulevard, Suite 200, Carmel, CA 93923.

On this date, I caused to be served the following: **January 14, 2014 correspondence from Pamela H. Silkwood and Timothy J. Morgan to Monterey County Board of Supervisors and Monterey County Water Resources Agency Board of Directors, regarding Brown Act Violation – Cease and Desist Order and Public Records Act Request**, addressed as follows:

Monterey County Board of Supervisors Attn: Clerk of the Board P.O. Box 1728 Salinas, CA 93902	Monterey County Water Resources Agency Board of Directors Attn: Board Secretary P.O. Box 930 Salinas, CA 93901
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By United States Mail. I caused each envelope, with postage prepaid, to be placed in the United States mail at Carmel, California. I am readily familiar with the business practices of the firm regarding the collection and processing of correspondence for mailing with the United States Postal Service. Pursuant to such business practices, and in the ordinary course of business, all correspondence is deposited with the United States Postal Service on the same day it is placed for collection and mailing.

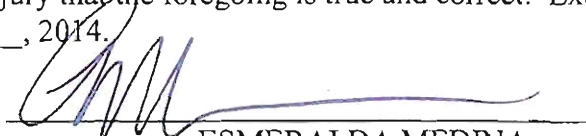
By Courier/Overnight Delivery via Federal Express by placing the envelope for pick-up by Federal Express at the front desk reception area pursuant to ordinary business practices of the firm regarding daily Federal Express pick-up and deliveries.

By Fax Transmission. I caused each document to be sent by facsimile transmission to the facsimile numbers stated above. The transmissions were reported as complete and without error.

By E-Mail or Electronic Transmission. Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the persons at the e-mail addresses listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

By Personal Service. I personally delivered the documents to the persons at the addresses listed above.

I declare under penalty of perjury that the foregoing is true and correct. Executed at Carmel, California on January 14, 2014.


ESMERALDA MEDINA

MONTEREY COUNTY

WATER RESOURCES AGENCY



PO BOX 930
SALINAS, CA 93902
(831)755-4860
FAX (831) 424-7935

DAVID E CHARDAVOYNE
GENERAL MANAGER

STREET ADDRESS
893 BLANCO CIRCLE
SALINAS, CA 93901-4455

January 14, 2014

Sonia Flores, Vice President
Union Bank
350 California Street, 11th Floor
San Francisco, CA 94104

Dear Ms. Flores:

Re: Annual Financial Information

Please find the executed Municipal Secondary Market Disclosure Information Cover Sheet along with updated Tables, 3, 5, 7, 8 and 11 containing requisite Financial Information. Additionally included is a link to the Monterey County Comprehensive Annual Financial Report (CAFR):

http://www.co.monterey.ca.us/auditor/pdfs/finreport_fy2013.pdf

Sincerely,

Attachments:

1. Executed Municipal Secondary Market Disclosure Information Cover Sheet
2. Tables 3, 5, 7, 8 and 11

cc: Ron Holly, Chief Deputy Auditor-Controller, Monterey County
Cathy Paladini, Finance Manager – Water Resources Agency

MONTEREY COUNTY

WATER RESOURCES AGENCY

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http://www.co.monterey.ca.us/auditor/pdfs/finreport_fy2013.pdf

Sincerely,

A handwritten signature in blue ink that reads 'David E. Chardavoigne'.

Attachments:

1. Executed Municipal Secondary Market Disclosure Information Cover Sheet
2. Tables 3, 5, 7, 8 and 11

cc: Ron Holly, Chief Deputy Auditor-Controller, Monterey County
Cathy Paladini, Finance Manager – Water Resources Agency

Municipal Secondary Market Disclosure Information Cover Sheet

This cover sheet should be sent with all submissions made to the Municipal Securities Rulemaking Board, Nationally Recognized Municipal Securities Information Repositories, and any applicable State Information Depository, whether the filing is voluntary or made pursuant to Securities and Exchange Commission rule 15c2-12 or any analogous state statute.

See www.sec.gov/info/municipal/nrmsir.htm for list of current NRMSIRs and SIDs

IF THIS FILING RELATES TO A SINGLE BOND ISSUE:

Provide name of bond issue exactly as it appears on the cover of the Official Statement (please include name of state where issuer is located).

Monterey County Financing Authority Revenue Bonds, Series A (Salinas Valley Water Project), California

Provide nine-digit CUSIP* numbers if available, to which the information relates:

IF THIS FILING RELATES TO ALL SECURITIES ISSUED BY THE ISSUER OR ALL SECURITIES OF A SPECIFIC CREDIT OR ISSUED UNDER A SINGLE INDENTURE:

Issuer's Name (please include name of state where Issuer is located): Monterey County Financing Authority Revenue Bonds, Series A (Salinas Valley Water Project), California

Other Obligated Person's Name (if any):

(Exactly as it appears on the Official Statement Cover)

Provide six-digit CUSIP* number(s), if available, of Issuer: 612454

*Contact CUSIP's Municipal Disclosure Assistance Line at 212.138.6518 for assistance with obtaining the proper CUSIP numbers.

TYPE OF FILING:

Electronic (number of pages attached) One (1)

Paper (number of pages attached)

If information is also available on the Internet, give URL: _____

52023.2 001098 FRAIS

WHAT TYPE OF INFORMATION ARE YOU PROVIDING? (Check all that apply)

A. Annual Financial Information and Operating Data pursuant to Rule 15c2-12
Financial information and operating data should not be filed with the MSRB.

Fiscal Period Covered: _____

B. Audited Financial Statements or CAFR pursuant to Rule 15c2-12

Fiscal Period Covered: _____

C. Notice of a Material Event pursuant to Rule 15c2-12 (check as appropriate)

- | | |
|--|--|
| 1. <input type="checkbox"/> Principal and interest payment delinquencies | 6. <input type="checkbox"/> Adverse tax opinions or events affecting the tax-exempt status of the security |
| 2. <input type="checkbox"/> Non-payment related defaults | 7. <input type="checkbox"/> Modifications to the rights of security holders |
| 3. <input type="checkbox"/> Unscheduled draws on debt service reserves reflecting financial difficulties | 8. <input type="checkbox"/> Bond calls |
| 4. <input type="checkbox"/> Unscheduled draws on credit enhancements reflecting financial difficulties | 9. <input type="checkbox"/> Defeasances |
| 5. <input type="checkbox"/> Substitution of credit or liquidity provider, or their failure to perform | 10. <input type="checkbox"/> Release, substitution, or sale of property securing repayment of the securities |
| | 11. <input type="checkbox"/> Rating changes |

D. Notice of Failure to Provide Annual Financial Information as Required

E. Other Secondary Market Information (specify) _____

I hereby represent that I am authorized by the issuer or obligor or its agent to distribute this information publicly:

Issuer Contact:

Name David E. Chardayovne Title General Manager
Employer Monterey County Water Resources Agency
Address 893 Blanco Circle City Salinas State CA Zip Code 93901-4455
Telephone (831) 755-4860 Fax (831) 424-7935
E-mail Address _____ Issuer Web Site Address www.montereycounty.org

Dissemination Agent Contact, if any:

Name _____ Title _____
Employer Union Bank of California
Address 350 California Street, 11th Floor City San Francisco State CA Zip Code 94104
Telephone (415) 273-2523 Fax (415) 273-2492
E-mail Address _____ Relationship to Issuer Trustee

Obligor Contact, if any:

Name _____ Title _____
Employer _____
Address _____ City _____ State _____ Zip Code _____
Telephone _____ Fax _____
E-mail Address _____ Obligor Web site Address _____

Investor Relations Contact, if any:

Name _____ Title _____
Telephone _____ E-mail Address _____

Table 2
Monterey County Water Resources Agency
Zone 2C
Historical Assessment Revenues
Fiscal Year 2003-04 through Fiscal Year 2012-13

<u>Fiscal Year</u>	<u>Total Assessment Levy</u>	<u>Assessments collected through June 30</u>
2003-04	\$1,198,708.00	\$1,156,992.00
2004-05	1,258,763.00	1,199,361.00
2005-06	1,186,828.00	1,164,893.00
2006-07	1,102,120.00	1,090,468.00
2007-08	1,099,633.00	1,088,770.00
2008-09	1,136,523.00	1,092,220.00
2009-10	1,106,351.00	1,115,295.00
2010-11	1,109,168.00	1,120,271.00
2011-12	1,104,935.00	1,107,985.00
2012-13	1,129,671.00	1,142,185.00

(1) Assessments were first approved and collected in fiscal year 2003-04

(2) Includes the components levied to fund the acquisition, construction and installation of the Salinas River Diversion Facility Project and the acquisition, construction and installation of the Nacimiento Spillway Modification Project. Excludes assessments for operations and maintenance of the Nacimiento and San Antonio dams and reservoirs and the cost of administering the assessments which are not pledged to the payment of the Installment Payments due under the Installment Purchase Agreement.

(3) The Agency accounts for the collection of Assessments on a cash basis. Therefore, collected Assessments include any receipts of previously delinquent Assessments actually collected and any penalties in the fiscal year indicated

Source: The Agency

Table 3 - Monterey County Water Resources Agency Fiscal Year 2012-13 Top 10
Zone 2C Assesseees

Count of Asmt	Zone	Assessee	Total Assessment
45	2C	San Bernabe Vineyards LLC Yuki Farms Limited Partnership III LP et	\$123,330.90
31	2C	al	\$46,480.82
26	2C	California Artichoke	\$42,599.54
33	2C	Salinas Land Co	\$41,516.14
8	2C	D Arrigo Bros Co	\$36,020.48
15	2C	Eagle Creek Pacific LLC	\$34,103.04
9	2C	Carlsbad National Bank	\$32,736.60
4	2C	Pedersen Alan G & Jean R Pedersen	\$32,730.74
10	2C	Merrill Farms	\$32,021.10
27	2C	Rava Jerry J II	\$29,218.74

Table 4
Monterey County Water Resources Agency
Historical Hydroelectric Facility Net Revenues
Fiscal Year 1997-98 through Fiscal Year 2012-13

<u>Fiscal Year</u>	<u>Kilowatt Hours (1)</u>	<u>Hydroelectric Facility Revenues (1)</u>	<u>Hydroelectric Facility Maintenance and Operations costs (1)</u>	<u>Hydroelectric Facility Net Revenues (1)</u>
1997-98	9,767,572	\$645,190	\$155,998	\$489,192
1998-99	16,363,774	831,813	119,948	711,865
1999-00	15,725,553	905,289	135,944	769,345
2000-01	15,547,917	1,539,019	179,306	1,359,713
2001-02	15,423,731	928,983	175,072	753,911
2002-03	12,025,022	866,644	244,163	622,481
2003-04	11,747,282	913,405	258,902	654,503
2004-05	14,203,640	1,224,641	179,694	1,044,947
2005-06	16,941,948	1,790,886	341,286	1,449,600
2006-07	17,863,341	1,653,476	308,203	1,345,273
2007-08	13,138,366	1,180,157	229,556	950,601
2008-09	10,150,151	712,516	246,858	465,658
2009-10	9,905,705	530,470	335,483	194,987
2010-11	15,613,560	719,998	415,603	304,395
2011-12	14,326,724	611,670	420,106	191,564
2012-13 *	4,996,952	162,880	149,551	13,329

(1) Prior to fiscal year 2006-07 the Agency accounted for operations of the Hydroelectric Facility on a year ending May 31 even though the Agency's fiscal year ended June 30. The Agency changed this practice in fiscal year 2006-07. All amounts for fiscal year 2006-07 and prior fiscal years have been restated to reflect twelve month periods ending June 30.

* For most of FY 2012-13 the hydroelectric plant was shut down for major repairs & the Agency is expected to receive business interruption insurance before 6/30/14.

Table 5
 Monterey County Water Resources Agency
 Assessed Valuations
 Fiscal Years 2008-09 through 2012-13

MONTEREY COUNTY WATER RESOURCES DISTRICT

	<u>Local Secured</u>	<u>Non-Unitary Utility</u>	<u>Unsecured</u>	<u>Total Before Rdy. Increment</u>	<u>Total After Rdy. Increment</u>	<u>Unitary Utility Valuation</u>
2008-09	\$49,572,897,796	\$758,054,383	\$2,148,558,392	\$52,479,510,571	\$47,941,946,211	\$600,670,600
2009-10	17,776,608,790	668,853,350	2,164,773,805	50,610,235,945	46,324,099,139	620,538,452
2010-11	15,795,650,828	670,257,163	2,024,731,357	48,490,639,348	44,568,795,766	629,039,985
2011-12	45,871,595,535	635,865,651	2,038,929,581	48,546,390,767	44,656,137,112	680,252,060
2012-13	46,179,492,857	580,238,597	2,058,287,690	49,118,019,144	45,227,889,661	685,231,332

Table 8
Secured Tax Charges and Delinquencies

	<u>Secured Tax Charge (1)</u>	<u>Amt. Del. June 30</u>	<u>% Del June 30</u>
2007-08	\$71,369,629	\$3,765,431	5.28%
2008-09	73,564,146	2,904,572	3.95
2009-10	71,742,202	2,167,542	3.02
2010-11	69,315,936	1,487,980	2.15
2011-12	69,640,505	1,173,142	1.68

(1) County - 1% general fund levy.

KD: (S50)

Table 7

MONTEREY COUNTY WATER RESOURCE AGENCY

Largest 2012-13 Total Secured Taxpayers

	<u>Property Owner</u>	<u>Primary Land Use</u>	<u>2012-13 Assessed Valuation</u>	<u>% of Total (1)</u>
1.	Pebble Beach Company	Hotel & Golf	\$ 681,361,611	1.45 ^a
2.	Dynegy Moss Landing LLC	Power Plant	569,000,000	1.21
3.	Chevron USA Inc.	Oil & Gas Production	352,386,875	0.75
4.	Aera Energy LLC	Oil & Gas Production	298,873,783	0.64
5.	California-American Water Co.	Water Company	120,526,916	0.26
6.	Northridge Fashion Center LLC	Shopping Center	108,092,938	0.23
7.	D'Arrigo Bros. Co.	Agricultural/Food Processing	101,092,630	0.21
8.	Pacific Holdings LP	Shopping Center	96,108,005	0.20
9.	Scheid Vineyards California Inc.	Vineyards	85,962,774	0.18
10.	Dole Fresh Vegetables Inc.	Food Processing	71,139,182	0.16
11.	CMPI LLC	Apartments	73,983,233	0.16
12.	Animus & Antle Partnership	Food Processing	70,979,806	0.15
13.	EPS King City LLC	Power Generation	69,882,281	0.15
14.	Cannery Row Hotel Development Venture LP	Hotel	64,782,978	0.14
15.	Pacific Wine Partners LLC	Food Processing	64,698,990	0.14
16.	California Water Service Co.	Water Company	63,686,903	0.14
17.	The Uni-Kool Partners	Warehouse	62,650,124	0.13
18.	Jackson Family Estates II LLC	Vineyards	60,922,689	0.13
19.	DDI Salinas LLC	Commercial Building	57,183,815	0.12
20.	The Cannery Row Company	Hotel	<u>51,321,527</u>	<u>0.11</u>
			\$3,128,537,060	6.65 ^a

(1) 2012-13 Total Secured Assessed Valuation: \$47,059,731,154

(a) (8,300)

Table 9
Monterey County Water Resources Agency
Ad Valorem Tax Revenues
Fiscal Year 2003-04 through Fiscal Year 2012-13

<u>Fiscal Year</u>	<u>Ad Valorem Tax Revenues</u>
2003-04 (1)	\$1,524,330.00
2004-05 (1)	1,535,642.00
2005-06	1,726,483.00
2006-07	1,990,397.00
2007-08	2,081,949.00
2008-09	2,159,486.00
2009-10	1,946,839.00
2010-11	1,872,942.00
2011-12	1,847,600.00
2012-13	1,891,580.00

(1) Amounts are after required transfers of \$127,183 in aggregate from all zones to the Educational Revenue Augmentation Fund ("ERAF") in fiscal year 2003-04 and 2004-05. See "... The Educational Revenue Augmentation Fund and Proposition 1A" below.

Source: The Agency

Table 11
Monterey County Water Resources Agency
Historical Revenues
Fiscal Years 2003-04 through 2012-13

	Fiscal Year <u>2003-04</u>	Fiscal Year <u>2004-05</u>	Fiscal Year <u>2005-06</u>	Fiscal Year <u>2006-07</u>	Fiscal Year <u>2007-08</u>	Fiscal Year <u>2008-09</u>	Fiscal Year <u>2009-10</u>	Fiscal Year <u>2010-11</u>	Fiscal Year <u>2011-12</u>	Fiscal Year <u>2012-13 *</u>
Assessments (1)	\$1,156,992	\$1,199,361	\$1,164,893	\$1,090,468	\$1,088,770	\$1,092,220	\$1,115,295	\$1,120,271	\$1,107,985	\$1,142,185
Hydroelectric Facility										
Net Revenues	654,503	1,044,947	1,449,600	1,345,273	950,601	465,658	194,987	304,395	191,564	13,329
Ad Valorem Taxes (2)	1,524,330	1,535,642	1,726,483	1,990,397	2,081,949	2,159,486	1,946,839	1,872,942	1,847,600	1,891,580
Total	3,335,825	3,779,950	4,340,976	4,426,138	4,121,320	3,717,364	3,257,121	3,297,608	3,147,149	3,047,094

(1) Includes the components levied to fund the acquisition, construction and installation of the Salinas River Diversion Facility Project and the acquisition, construction and installation of the Nacimiento Dam Spillway Modification Project. Excludes assessments for operations and maintenance of the Nacimiento and San Antonio dams and reservoirs and the costs of administering the assessments which are not pledged to the payment of the installment payments due under the installment purchase agreement.

(2) Amounts are after required transfers of \$127,183 in aggregate from all zones to the Educational Revenue Augmentation Fund ("ERAF") in fiscal years 2003-04 and 2004-05. See "Ad valorem Taxes - The Educational Revenue Augmentation Fund" above.

* For most of FY 2012-13 the hydroelectric plant was shut down for major repairs & the Agency is expected to receive business interruption insurance before 6/30/14.

Source: The Agency

MONTEREY COUNTY

WATER RESOURCES AGENCY

PO BOX 930
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FAX (831) 424-7935

DAVID E. CHARDAVOYNE
GENERAL MANAGER



STREET ADDRESS
893 BLANCO CIRCLE
SALINAS, CA 93901-4455

January 13, 2014

Arlan Nickel, Senior Project Manager
Bureau of Reclamation
Mid-Pacific Region Basin Study Coordinator
2800 Cottage Way, MP-720
Sacramento, CA 95825

RE: WaterSMART Basin Study Letter of Interest

Dear Mr. Nickel:

The Monterey County Water Resources Agency (Agency) hereby submits this Letter of Interest for the Agency to partner with the Bureau and other interested parties as a cost sharing participant in a Basin Study for the Salinas River Basin in Monterey County, California.

It is our understanding that the WaterSMART Basin Study Program is a component of the Bureau of Reclamation's implementation of the SECURE Water Act to address challenging water supply issues by conducting studies that identify strategies for meeting future water demands that consider the risks and impacts of climate change.

Program Eligibility

The Agency has water management authority within Monterey County, California under the "Monterey County Water Resources Agency Act" California Water Code Appendix, Chapter 52.

Geographic Focus of Study

The geographic focus of this Basin Study Program would be the Salinas River Basin.

Water Supply Challenges

The main water supply challenges that create or will lead to imbalances in supply and demand revolve around storage, distribution, and water quality. The general climate change predictions for the California Central Coast are more intense and less frequent storms with drier summers. Without adequate storage (both surface and groundwater) capturing the maximum amount of rainfall as it occurs will be challenging, which could then lead to water shortages during drier periods. Seawater intrusion in the coastal area could be exacerbated with sea level rise associated with climate change by exerting greater pressure on the

adjacent groundwater aquifers causing groundwater supplies in those areas to become less reliable and possibly increasing the geographic extent of seawater intrusion inland.

Risks to Water Supplies

The risks to water supplies from timing and quantity of runoff in the Salinas focus on both scenarios of reduced runoff and increased runoff. The Salinas River is a “flashy” system and increased runoff could result in increased flooding and damage to water supply infrastructure. Increased runoff would minimize percolation opportunities, thus reducing groundwater recharge, which diminishes the ability to capture the water and store it for later use.

General Scope of the Study

In order for the Basin Study to be consistent with the Bureau of Reclamation’s Basin Study Framework, four elements will be included:

1. Projections of water supply and demand within the basin, or improvements on existing projections, taking into consideration the impacts of climate change;
2. Analysis of how existing water and power infrastructure and operations will perform in the face of changing water realities such as population increases and climate change;
3. Development of structural and nonstructural options to improve operations and infrastructure to supply adequate water in the future; and
4. A trade-off analysis of the options identified and findings and recommendations as appropriate. Such analysis simply examines all proposed alternatives in terms of their relative cost, environmental impact, risk, stakeholder response, or other attributes common to the alternatives. The analysis can be either quantitative or qualitative in measurement.

Study Cost Estimate

A preliminary cost estimate for the general study scope depicted above would be approximately \$1,000,000. The Agency has recently completed a study that portrays the amount of water needed to develop protective water levels in the Salinas Valley, though the effects of climate change were not taken into consideration. It is hoped that this study can be utilized as a match in this process.

Cost-Share Estimate

Technical Memorandum “Protective Elevations to Control Sea Water Intrusion in the Salinas Valley” prepared for the Monterey County Water Resources Agency by GEOSCIENCE dated November 19, 2013. Cost: \$120,000.00

Agency In-kind staff hours: \$300,000.00

On page 5, Section 4.4.2 of the Basin Study Framework: WaterSMART Program it states that the non-Federal cost share may be waived or reduced. The Agency would like consideration in this matter due to the presence of several species in the Salinas Basin

covered under the Endangered Species Act of 1973 including Central Coast steelhead trout, California red-legged frog, Western snowy plover and Smith's blue butterfly.

Level of Stakeholder Interest

Stakeholder interest in the effects of climate change on water supply for the Salinas Valley is very high.

Potential Cost-share Partners

San Luis Obispo County
Marina Coast Water District
California Water Service Company

Thank you for the opportunity to express the Agency's interest in this program. Feel free to contact Elizabeth Krafft, Senior Hydrologist at 831.755.4860 if you would like more information.

Sincerely,

A handwritten signature in black ink that reads "David P. Chardavoyne". The signature is written in a cursive style with a large, sweeping flourish at the end.

MONTEREY PACIFIC
Applied Agricultural Technologies

January 13, 2014

Monterey County Water Resources Agency
Board of Directors
P. O. Box 930
Salinas, Ca 93902

Attn: Winifred Chambliss: ChamblissWS@co.monterey.ca.us

Dear Sirs:

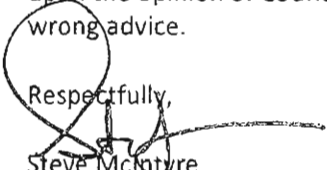
I want to express my extreme disappointment, frustration and sadness after reading recent reports regarding allegations of closed door proceedings involving the Monterey County Water Resource Agency, Monterey County Health Department officials and County Council specific to the water situation in the Salinas Valley basin. As a member of several Agricultural policy committees, I have tried to remain neutral in my actions and allegiances, preferring to seek peace rather than conflict as we all worked thru the difficult issues at hand. Meanwhile, many of my brethren in the industry tried to convince me that government was working against us and that I was just being naive. I have always given government the benefit of the doubt and tried to reach compromises amongst conflicting viewpoints, believing the truth lies somewhere in the middle. Imagine how difficult it is now, in light of the most recent allegations against the County, to defend the aforementioned departments when I attend meetings with fellow farmers and all they can say is "I told you so"!

The process the County continues to utilize to make policy has created an adversarial situation such that I can no longer convince my clients that we should stay neutral regarding this issue.

Someone needs to stand up and apologize and take responsibility for violating the public trust and everyone must realize that this process must be transparent, honest and scientifically based. Otherwise, it will be solved by the court system and those of us that gave your agencies the benefit of the doubt will be forced to give our hard earned dollars to the best lawyers we can find. It is a sad day indeed when the interests of a few short circuit the process of majority.

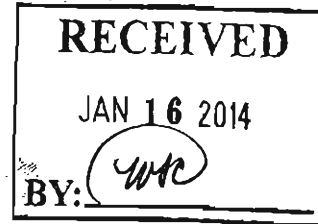
In closing, it is my sincere belief that much of the fault lies with County Council, as the actions of our representatives and bureaucrats are sanctioned and/or approved based upon the opinion of Council and it is very obvious our elected officials are getting the wrong advice.

Respectfully,


Steve McIntyre
Monterey Pacific Inc

DEPARTMENT OF WATER RESOURCES

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

**JAN 10 2014**

Mr. David E. Chardavoyne, General Manager
Monterey County Water Resources Agency
Post Office Box 930
Salinas, California 93902-0930

Nacimiento Dam, No. 1008
Monterey County

Dear Mr. Chardavoyne:

This is in reply to Mr. Brent Buche's December 5, 2013, letter providing a plan and schedule to address nine action items outlined in my June 7, 2013, letter involving the Obermeyer Gates at Nacimiento Dam. The Agency's overall plan to address all items and complete an updated operations and maintenance manual by January 31, 2015, is acceptable, provided the gates will not be utilized for storage in 2014.

By August 15, 2014, please provide us with an update on progress for addressing each of the action items. In addition, provide any completed evaluations along with proposed improvements for our review. Our approval is required prior to implementing any necessary improvements.

The Agency's plan to address Item No. 6, involving the control building security, by installing an audible alarm to alert the on-site resident in the event of a break-in is acceptable. You have our approval to proceed, and once this work is completed this item will be considered satisfactorily addressed.

Prior to storing any water against the gates, all action items must be satisfactorily addressed with necessary improvements implemented.

Your staff's continued cooperation is appreciated.

If you have any questions or need additional information, you may contact Area Engineer Bill Vogler at (916) 227-4625 or Regional Engineer Andrew Mangney at (916) 227-4631.

Sincerely,

Michael Waggoner For

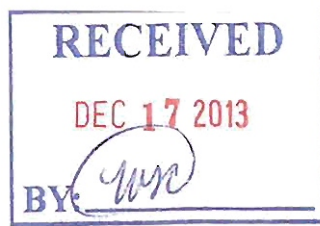
David A. Gutierrez, Chief
Division of Safety of Dams

cc: Acting Regional Engineer
Federal Energy Regulatory Commission
100 First Street, Suite 2300
San Francisco, California 94105-3084



The Otter Project

www.otterproject.org



P.O. Box 269
Monterey, CA 93942
831/663-9460

Supervisor Lou Calcagno
Supervisor Simon Salinas
Joint Committee of the Board of Supervisors and WRA Board of Directors

Dear Supervisors Calcagno and Salinas and WRA Directors,

Today, 17 December, the Joint Committee of the Monterey County Board of Supervisors and the Water Resource Agency Board of directors meets to discuss both the Salinas Channel Maintenance Program and the 11043 Water Right.

The Otter Project/Monterey Coastkeeper appreciates the Board of Supervisors staying abreast of the current status of these critical Water Resource Agency (WRA) projects.

These two critical projects exist in a context of many projects that have been unresolved for years, even decades:

The Salinas Valley Water Project Biological Opinion. NOAA Fisheries is tasked with recovering the threatened steelhead trout and the Salinas River watershed is critical to that effort. The biological opinion issued by NOAA requires that the WRA reduce the pollution loads flowing from the Blanco Drain and ensure flows for passage of fish between Monterey Bay and Salinas River tributaries, among other things. Instead of complying with this agreement, the WRA consistently asks attorneys Downey-Brand to intervene. Although my opinion, I believe there is no longer any trust between WRA and NOAA Fisheries.

Waste Discharge Requirements for the Blanco Drain and Reclamation Ditch. It is my understanding that when water is conveyed and discharged into a receiving water, State Water Code requires the discharger to file a Report of Waste Discharge and be issued Waste Discharge Requirements (WDRs). The WRA operates and maintains a system of ditches and pumps that form a disposal system for agricultural waste. Clearly, WDRs are required but yet again the WRA has engaged Downey-Brand to fend off the Regional Water Quality Control Board. Again, I believe there is a lack of trust between the Regional Water Board and the WRA.

Pollution caused by the WRA, Blanco Drain, and Reclamation Ditch. Not only does the WRA operate and maintain the ditches, but also moves sediment and applies herbicides, further degrading water quality. The Otter Project/Monterey Coastkeeper sued the WRA to improve water quality, again Downey-Brand was paid to step in, and after three years that lawsuit has not settled. Certainly, there is a lack of trust between the WRA and my organization.

Breaching of the Salinas River Lagoon. It is undisputed that bulldozing a channel to drain a lagoon requires a Coast Commission permit. For years, the Coastal Commission has asked the WRA to obtain a permit but the WRA has not followed through. A box of papers (as characterized by Coastal Commission staff) does not constitute a permit application and other

issues (such as “take” of steelhead and other endangered species) must be resolved before the permit can be issued. Again, I believe there is a lack of trust between agencies.

One could go on and on listing programs and projects where the WRA has cut corners by not obtaining required permits or by ignoring laws and regulations (whether knowingly or not) and then backfilling with Downey-Brand. Downey-Brand has been incredibly successful “fending-off” the issues, but nothing is ever resolved and trust is never built. The WRA is juggling issues instead of resolving them. The WRA now finds itself trapped because juggling the issues is all they can afford. I believe we are at the point of collapse, the point when the juggled balls will all come tumbling down.

Over the past few months in an effort to find common ground I have met with some area growers and their representatives. Again, in my opinion, I believe some do not trust the WRA and others do not have faith in the WRA’s competence.

Now we are faced with two critical issues – Channel Maintenance and possible revocation of an important water right. Downey-Brand has a history of being involved with both issues. Will they be juggled or resolved?

Salinas River Channel Maintenance (CMP)

Over the past three weeks the WRA has held meetings in Kings City, Soledad, and Salinas to hear input and ideas about the CMP, I attended every meeting. It is important to note that the meetings were poorly attended and the only stakeholder interest represented was the growers. Very generally, the growers expressed a strong desire to keep local control and a desire to have a program similar to what has been done in the past. Generally my impressions were that environmentalists and NOAA Fisheries are blamed for the lack of maintenance.

Separate from these meetings, the WRA has convened an ad hoc group to discuss “short term” and “long term” management of the Salinas River. The short term group has generally stressed the hope The Nature Conservancy demonstration project will be successful and the feeling that the DEIR prepared by the WRA may need revision and clarification before it is ready for further review.

Although the stakeholders all agreed the DEIR was not ready for approval, in the last hour of the last meeting the WRA suggested they would move for approval. It was only when the stakeholders – more emphatically – expressed themselves that the WRA agreed to hold back. Again, the lack of trust was heightened.

Water Right 11043

Salt water intrusion has been known to be occurring for over half a century and the WRA has been tasked with solving the issue. The WRA has built two large dams, a rubber dam, and a recycled water project. The augmented water supply has generally been used by agriculture to grow more water intensive crops and vastly increase the number of irrigated acres. Although I believe the WRA has the authority to limit pumping, it has never exercised this regulatory ability. We do not believe the WRA has the inclination or political will to ever reverse intrusion – the WRA will just continue to chase its tail.

It is my belief that some State agencies share my belief and the strict terms of the settlement agreement reflect this lack of faith and trust.

The strict timeline requires that the proposed project(s) have two attributes:

- 1) Have little opposition. Any opposition will delay the project. I believe new storage sites and long canals will have severe opposition. I have heard some suggest that delays will be tolerated by the State Water Resources Control Board; I believe there is great risk in this belief: Will the State agree to the delays and/or will more Downey-Brand legal fees be needed?
- 2) The project needs to be fundable. I do not believe the Salinas Valley – by itself – has the capacity or tolerance to pay for a major project; I believe partnerships -- such as with the Monterey Peninsula or even San Luis Obispo County -- is the only viable solution.

Solutions (give a little, get a lot)

A friend recently told me that I need to be FOR something and find a project The Otter Project/Monterey Coastkeeper could support. In a separate conversation with a key grower we realized that only by solving our water “needs” (supply, flood protection, flows, water quality) TOGETHER can we make progress. I feel there is broad agreement – grower, NOAA Fisheries, Water Quality Control Board, environmental, and political – for the following:

Inter-Lake Tunnel. An Inter-Lake tunnel would dramatically increase water storage at the two lakes, would utilize the existing storage footprint and infrastructure, and would have little opposition. The water could be percolated and if done properly could turn back saltwater intrusion. Percolation means that the water becomes groundwater and is likely unavailable to the Monterey Peninsula. NOAA Fisheries would likely want additional fish passage days/opportunities. Additional releases would put further stress on Channel Maintenance.

Diversion of summer flows (plus a little). The Salinas Industrial Ponds, Blanco Drain, Salinas Stormwater, and Reclamation Ditch could be diverted to the Regional Pollution Control Agency for secondary and tertiary treatment. A portion of this flow would receive tertiary treatment and be offered to the Monterey Peninsula and/or used for groundwater replenishment. This solution resolves (some of) the NOAA Fisheries Biological Opinion, could be used to partially comply with RWQCB WDRs (my belief, but not within my control), and would go a long way in resolving the dispute between the WRA and my organization. This solution both provides needed water to the Peninsula and also provides water to the Purple Pipe recycled water project. The volume of water is sufficient that an attitude of “sharing” may be possible.

Breaching of the lagoon. I believe this is a small detail, but must be part of a broad agreement.

Salinas River Channel Maintenance. By resolving the above issues it becomes much more possible to think more broadly about Channel Maintenance. Can the environmental stakeholders live with maintenance of critical choke points? Can growers live with some areas of the river being inundated at certain high flood flows? Can environmental stakeholders live with some vegetation being removed and can growers live with some vegetation remaining in critical habitat areas?

Water Right 11043. Packaging these projects together would require amending 11043 but I feel amending will be required with any proposal. I do believe that such a broad win-win solution could have SWRCB support.

I want to believe that by solving each other's problems, by working together, such a broad deal can be brokered. I believe that the only way forward is by thinking of this larger solution as one project, one solution. With the pervasive lack of faith and trust I do not believe that stakeholders – any stakeholders – can trust that a deal by deal, step by step, approach will meet their needs.

I fear that the Monterey County Water Resources Agency does not have the board structure, capacity, or appropriate personnel to think and act in the broader interest, let alone in the interest of the entire County. I fear that as currently structured and operating the WRA is not the appropriate catalyst for a positive water future. I believe the WRA is fundamentally flawed. I would urge the Board of Supervisors to lead a new effort, an effort to find agreement for the package of projects (together), followed by an effort to refine the details. I believe such an agreement would channel much needed financial resources into solutions rather than legal fees. I believe it can all be done.

Thank you for the opportunity to express my opinion on these issues. I urge you to think broadly and creatively. I also urge the Board of Supervisors to take a leadership role in this effort.

Sincerely,

A handwritten signature in blue ink, appearing to read "S. Shimek", written in a cursive style.

Steve Shimek
Chief Executive
exec@otterproject.org
831-663-9460 (o)
831-241-8984 (c)

Salinas River Channel Coalition



Hand-Delivered

Monterey County Water Resources Agency
Board of Directors
P.O. Box 930
Salinas, CA 93902

December 16, 2013

Dear Chair and Directors:

The Salinas River Channel Coalition and the Grower Shipper Association of Central California submits the following comments and recommendations to the Monterey County Water Resources Agency (MCWRA) Salinas River Channel Maintenance Program and its EIR for your review and consideration. We first thank you for postponing the decision on the Program and certification of its EIR to allow yourselves and staff, as well as the general public, additional time to fully understand the ramifications of Program approval and EIR certification.

We appreciate the public outreach that's been conducted by MCWRA staff over the past couple of months. Our understanding, based upon staff presentations, is that the EIR is for a project that addresses only the short-term needs for channel maintenance. Your staff has stated that a project that meets the long-term channel maintenance needs has yet to be developed. Based on this understanding, we offer the following comments and recommendations:

- The MCWRA should delay certification of the Salinas River Channel Maintenance Program EIR.
- The MCWRA should delay approval the current Salinas River Channel Maintenance Program until revised pursuant to this letter.
- The MCWRA should delay certification of the current Salinas River Channel Maintenance Program until further environmental review is performed, as necessary, on a revised project as mentioned below.
- The MCWRA should revise its proposed Salinas River Channel Maintenance program so that it: 1) clarifies that the program is designed to meet the short-term channel maintenance needs; and 2) commits the MCWRA to work with stakeholders to develop a process and project to meet the long-term channel maintenance needs.
- The proposed short term program should be expanded to allow for all activities that can be readily accomplished to reduce flooding risk such as:
 - Removal of obstructions from drainage ditches and culverts;
 - Removal of all non-native vegetation; and
 - Removal of vegetation and sediments at choke points (where there is no water).

- The proposed short term program should also be expanded to include the projects proposed by The Nature Conservancy, the Resource Conservation District of Monterey County, and other groups or individuals so that they may rely on the EIR and work with willing landowners.
- The MCWRA should incorporate master or regional state and federal permits (e.g., master/regional 404 permits) into the short-term and long-term programs, rather than require individual permits as mitigation measures in the EIR, in order to expedite channel maintenance activities. The concept of master/program permits is not new and in fact, master permits were effective in prior channel maintenance programs implemented by the MCWRA.

Once the proposed project has been modified accordingly, then it would be appropriate to perform additional environmental review, as necessary, to satisfy the CEQA requirements for the modified short term program.

Upon approval of the modified short term program and certification of its EIR, the MCWRA should continue to work with stakeholders to develop the long-term program. Since the program has yet to be defined, we ask that you consider for future discussions the following activities for the long-term program:

- Mechanical removal or relocation of vegetation, sandbars, and silt deposits in areas not greater in elevation than five feet above the relative dry channel bed, and that is either dry or more than nine inches above any standing water;
- Bank stabilization activities as necessary for erosion protection;
- Mechanical clearance of sedimentation and vegetation in areas with no water; and
- Obstruction removals from drainage ditches and culverts.

The Grower-Shipper Association and the Salinas River Channel Coalition and their members are committed to working with the MCWRA and other stakeholders on developing the long term program.

We are concerned that already-threatened legal actions against the certification will be initiated should the MCWRA Board recommend certification of the current EIR without modification. In such a situation, it's more than likely that MCWRA (and ratepayers) funds will be expended on defending the lawsuit rather than addressing flood control and protection for landowners, businesses, cities and the community.

We respectfully request that you delay the certification of the EIR and proceed forward in a manner consistent with the recommendations herein.

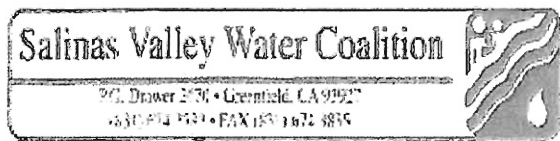
Sincerely,



Abby Taylor-Silva
Vice President, Policy & Communications
Grower-Shipper Association of Central California



Benny Jefferson, Chairman
Salinas River Channel Coalition



December 16, 2013

Monterey County Water Resources Agency
Board of Directors
P.O. Box 930
Salinas, CA 93902

Hand Delivered

Dear Chair and Directors:

The Monterey County Farm Bureau and Salinas Valley Water Coalitions submit the following comments and recommendations to the Monterey County Water Resources Agency (MCWRA) Salinas River Stream Maintenance Program and its EIR for your review and consideration. We first thank you for postponing the decision on the Program and certification of its EIR to allow yourselves and staff, as well as the general public, additional time to fully understand the ramifications of Program approval and EIR certification.

We appreciate the public outreach that's been conducted by MCWRA staff over the past couple of months, including the formation of a stakeholder group to meet and discuss this issue in a collaborative manner. Our understanding, based upon staff presentations, and the discussions in the stakeholder meetings, is that the current EIR is for a project that addresses only the short-term needs for channel maintenance. Your staff has stated that a project that meets the long-term channel maintenance needs has yet to be developed. Based on this understanding, we offer the following comments and recommendations:

- The MCWRA should amend the current proposed Salinas River Stream Maintenance program so that it: 1) clarifies that the program is designed to meet the short-term channel maintenance needs; 2) eliminates those items in the proposed program that are more appropriate for a long-term program, such as permanent mitigation; and 3) commits the MCWRA to work with stakeholders to develop a process and project to meet the long-term channel maintenance needs.
- The proposed short term program should be expanded to allow for all activities that can be readily accomplished to reduce flooding risk such as:
 - Removal of obstructions from drainage ditches and culverts;
 - Removal of all non-native vegetation; and
 - Removal of vegetation and sediments at choke points (where there is no water).
- The proposed short term program should also be expanded to include the projects proposed by The Nature Conservancy, the Resource Conservation District of Monterey County, and other groups or individuals so that they may rely on the EIR and work with willing landowners.
- The MCWRA should incorporate master or regional state and federal permits (e.g., master/regional 404 Permit) into the short-term and long-term programs, rather than require individual permits as mitigation measures in the EIR, in order to expedite

channel maintenance activities. The concept of master/program permits is not new and in fact, master permits were effective in prior channel maintenance programs implemented by the MCWRA.

- The MCWRA should **not recommend that the Board of Supervisors** approve the current Salinas River Stream Maintenance Program, until amended/revised pursuant to this letter.
- The MCWRA should **not recommend that the Board of Supervisors hold a public hearing to consider certifying** the current Salinas River Stream Maintenance Program EIR, until further environment review is performed on the amended/revised project.

Once the proposed project has been modified accordingly, then it would be appropriate to perform additional environmental review, as necessary, to satisfy the CEQA requirements for the modified short term program.

Upon approval of the modified short term program and certification of its EIR, the MCWRA should continue to work with stakeholders to develop the long-term program. Since the program has yet to be defined, we ask that you consider for future discussions the following activities for the long-term program:

- Mechanical removal or relocation of vegetation, sandbars, and silt deposits in areas not greater in elevation than five feet above the relative dry channel bed, and that is either dry or more than nine inches above any standing water;
- Bank stabilization activities as necessary for erosion protection;
- Mechanical clearance of sedimentation and vegetation in areas with no water; and
- Obstruction removals from drainage ditches and culverts.

Our organizations and the other organizations of the Salinas River Channel Task Force and their members are committed to working with the MCWRA and other stakeholders on developing the long term program.

We are concerned that already-threatened legal actions against the certification by the Board of Supervisors will be initiated should the MCWRA Board recommend certification of the current EIR without modification. In such a situation, it's more than likely that MCWRA (and ratepayers) funds will be expended on defending the lawsuit rather than addressing flood control and protection for landowners, businesses, cities and the community.

We respectfully request that you not certify the EIR and proceed forward in a manner consistent with the recommendations herein.

Sincerely,



Nancy Isakson, President
Salinas Valley Water Coalition



Norm Groot, Executive Director
Monterey County Farm Bureau



Central Coast Regional Water Quality Control Board

November 22, 2013

BY ELECTRONIC MAIL

Dear Salinas River Management Interested Party (Distribution List Attached):

**INVITATION TO PARTICIPATE IN SALINAS RIVER MANAGEMENT WORKSHOP
ON MARCH 6, 2014**

Central Coast Regional Water Quality Control Board (Central Coast Water Board) staff invites you to participate in a Central Coast Water Board public workshop from 9:00 AM to 4:00 PM on March 6, 2014, at the Monterey County Government Center Board Chambers, 168 W. Alisal Street, 1st Floor, Salinas, California 93901.

The workshop will provide an opportunity for regulatory agencies, landowners, other stakeholders, and the public to provide recommendations to the Central Coast Water Board on short and long term strategies for Salinas River management that allow for flood risk reduction activities while protecting the habitat and other functions of the river. Management activities such as sediment and vegetation removal from the river may require the Central Coast Water Board to issue permits, such as a Water Quality Certification under Clean Water Action section 401, or Waste Discharge Requirements under California Water Code Section 13260. Please note that the Central Coast Water Board will take no action at this workshop.

Your input and perspective are valuable to the Central Coast Water Board. In addition to presentations by Monterey County Water Resources Agency and Central Coast Water Board staff, there will be panel presentations from: landowners and agricultural representatives; environmental groups; and government oversight agencies. Additional presenters and/or panels may also be identified. Central Coast Water Board staff envisions that each panel will have 20 to 45 minutes to present, depending on the number of entities represented on the panel. If you are interested in participating on one of these panels, please RSVP to Central Coast Water Board staff (contact information below) by January 1, 2014. Central Coast Water Board staff will provide each interested speaker with the list of other RSVPs to allow panel members to coordinate their presentations.

During the workshop, the Central Coast Water Board Chairman will also provide a public comment period. The Central Coast Water Board Chairman will decide how many minutes to allocate to other stakeholders and members of the general public depending on the number of people who want to speak.

If you know of any other entities in addition to those shown in the attached distribution list that would benefit from participating on a speaking panel, please contact Central Coast Water Board staff.

If you have any questions about the workshop, or to provide the items requested in this letter, please contact Jennifer Epp at jepp@waterboards.ca.gov or 805-594-6181.

Sincerely,



Digitally signed by Kenneth A Harris Jr.
DN: cn=Kenneth A Harris Jr., o=Central
Coast Regional Water Quality Control
Board, ou=Executive Officer,
email=Ken.Harris@waterboards.ca.gov
, c=US
Date: 2013.11.22 09:55:09 -08'00'

Kenneth A. Harris Jr.
Executive Officer

Attachment (1)

Distribution List

NOAA National Marine Fisheries Service	Devin	Best	Devin.Best@noaa.gov
Salinas River Channel Coalition	Darlene	Din	darlenedin@earthlink.net
Salinas Valley Water Coalition	Nancy	Isakson	nisakson@mbay.net
Monterey County Farm Bureau	Norm	Groot	norm@montereycfb.com
Monterey Coastkeeper and Otter Project	Steve	Shimek	exec@otterproject.org
Monterey County Water Resources Agency	Brent	Buche	bucheb@co.monterey.ca.us
Nature Conservancy	Jennifer	Biringer	jbiringer@tnc.org
USEPA Region IX	Jason	Brush	brush.jason@epa.gov
CA Dept of Fish and Wildlife	Brandon	Sanderson	bsanderson@wildlife.ca.gov
US Army Corps of Engineers	Holly	Costa	holly.n.costa@usace.army.mil
U.S. Fish and Wildlife Service	Jacob	Martin	Jacob_Martin@fws.gov
Monterey Bay National Marine Sanctuary	Bridget	Hoover	bridget.hoover@noaa.gov

FEDERAL ENERGY REGULATORY COMMISSION
Office of Energy Projects
Division of Dam Safety and Inspections – San Francisco Regional Office
100 First Street, Suite 2300, San Francisco, CA 94105-3084
(415) 369-3300 Office (415) 369-3322 Facsimile

December 12, 2013

In reply refer to:
Project No. 6378-CA
NATDAM No. CA00812

Mr. Brent Buche
Chief of Operations and Maintenance
Monterey County Water Resources Agency
PO Box 930
Salinas, CA 93902-0930

RECEIVED
DEC 11 2013
WATER RESOURCES
AGENCY

Re: Plan and Schedule for Overdue Dam Safety Items

Dear Mr. Buche:

We received a letter dated November 6, 2013 from Mr. Chris Moss, in which he described MCWRA's plan and schedule for implementing and completing a number of inspection follow-up action items and other requirements for the Nacimiento Project, FERC Project No. 6378. The letter was sent in response to several of the Commission's recent letters, most notably including our letter dated October 8, 2013, which requested a progress update on a number of important items that were soon due or were overdue. Following are our responses to MCWRA's reported status and proposals:

- High Flow Operations Plan: We had initially requested this Plan be completed and submitted at the end of 2013; i.e., with the 2013 EAP Update. In light of the many outstanding items due in the near-term from MCWRA, we will agree to defer the required submittal date to **June 20, 2014**. Following our review and comment on this Plan, it must be fully incorporated into the 2014 EAP update to be submitted by December 31, 2014.
- Owner's Dam Safety Program (ODSP): We accept your proposal to complete and submit a revised ODSP by **March 1, 2014**. Please ensure the revised document addresses all of the comments made within the Commission letters dated June 14, 2013 and December 6, 2013.
- Safety Covers over Battery Terminals in Powerhouse: We concur with your plan and schedule to complete this safety measure by **December 31, 2013**.

- Dam Safety Surveillance and Monitoring Plan and Report (DSSMP and DSSMR), to include baseline photographs or surveys of the erosion at the right groin: We accept your proposal to complete and submit the plan/report by **February 1, 2014**.
- Emergency Action Plan (EAP) Status Reports: We accept your proposal to complete and submit these status reports by **February 1, 2014**. We note that several of these updates (from past time periods) will no longer be very relevant; future updates must be made timely to ensure that critical notification and contact information are current.
- Geologic Review and Mapping of the Rock Slide Area: We accept your proposal to complete and submit the results of this investigation by **June 30, 2015**. By not later than **September 30, 2014**, please submit a progress report with the proposed work plan (scope of work) and schedule for our review and concurrence.
- Part 12D Independent Consultant's Safety Inspection Report: We accept your proposal to complete and submit Part 12D Inspection report by **May 1, 2014**.

Regarding the assessment of the presence/absence of loose sand layers in the alluvium, their liquefaction potential, and seismic deformations of the dam, we note that MCWRA now reports that it believes that this issue has already been addressed satisfactorily with the Commission. However, a review of our records does not indicate that this very important issue, which dates back for many years, has ever been addressed. In fact, there are prior letters from MCWRA which indicate the work would still need to be accomplished in the future, as noted in several requests for extensions of time to complete that investigation and analyses.

While we will accept your proposal to submit your findings and documentation on this issue by **March 1, 2014**, it is essential that all such materials be made available to the Part 12D Independent Consultant starting in the initial phases of his work, and that said material also be available for review, discussion, and evaluation at the Potential Failure Mode Analysis review session, which is scheduled to occur on January 9, 2014. This important issue must be fully addressed and resolved during the current Part 12D Inspection and Report cycle. If the current Part 12D Independent Consultant is not fully satisfied that the issue has been adequately addressed, and if the Commission is not likewise satisfied after reviewing the matter including the Part 12D Report as it pertains to this issue, MCWRA will be required to complete the required additional investigation and analyses as a Supplement to the Part 12D Report. The Commission will not accept the Part 12D Report as a whole until the required Supplement is completed and accepted, and thus we would not be able to make a determination of the safety of the dam until that time. Accordingly, MCWRA must make advance arrangements as appropriate to have adequate budget and other resources necessary to undertake this important work on a timely priority basis, if deemed necessary.

We appreciate your cooperation in this aspect of the Commission's dam safety program. If you have any questions, please contact Mr. Jim Smith at (415) 369-3342.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gerard L. Maloney".

Gerard L. Maloney, P.E.
Acting Regional Engineer

PUBLIC RECORDS REQUESTS

Henault, Alice G. x4843

From: Henault, Alice G. x4843
Sent: Tuesday, January 21, 2014 9:47 AM
To: Henault, Alice G. x4843
Subject: FW: public record request re Salinas River water sale

From: Taylor, Dennis [dtaylor@thecalifornian.com]
Sent: Thursday, December 26, 2013 1:07 PM
To: Carroll, Maia

- My question is, are there written records concerning any discussion in closed session regarding the selling of Salinas River water to CalAm that were generated between 08/01/2013 and 12/26/2013. If so, I am requesting copies.

Dennis L. Taylor

Senior Writer, Salinas Valley Economy
Agriculture, Business, and Science and Technology

dtaylor@thecalifornian.com
123 W. Alisal St., Salinas, CA 93901
p: 831.754.4175 f: 831.754.4293



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MONTEREY COUNTY

WATER RESOURCES AGENCY

PO BOX 930
SALINAS , CA 93902
(831)755-4860
FAX (831) 424-7935

DAVID E. CHARDAVOYNE
GENERAL MANAGER



STREET ADDRESS
893 BLANCO CIRCLE
SALINAS, CA 93901-4455

January 6, 2014

Mr. Dennis Taylor
Salinas Californian
123 W. Alisal Street
Salinas, CA 93901

Re: Your Public Records Request, Dated December 26, 2013

Dear Mr. Taylor:

Your Public Records Act Request, dated December 26, 2013, and emailed to Maia Carroll at the County of Monterey, has been referred to me for response. In that request, you seek the following records:

“. . . written records concerning any discussion in closed session regarding the selling of Salinas River water to CalAm that were generated between 08/01/2013 and 12/26/2013.”

The Water Resources Agency does not have records responsive to this request, in that there has been no discussion of actually selling “Salinas River water to CalAm.” To the extent that your request is intended to include any closed session records that mention “Salinas River water” and “CalAm,” such records are exempt from disclosure pursuant to Government Code § 6254(k) [privilege] and Government Code §§ 54957.2 and 54957.5. This determination has been made by David Chardavoine, Water Resources General Manager, in consultation with County Counsel.

Additionally, I am informed that the County of Monterey does not have records responsive to this request either, in that there has been no discussion of actually selling “Salinas River water to CalAm.” I am further informed that, to the extent that your request is intended to include any County closed session records that mention “Salinas River water” and “CalAm,” such records are exempt from disclosure pursuant to Government Code

Mr. Dennis Taylor
January 6, 2014
Page 2

§6254(k) [privilege] and Government Code §§54957.2 and 54957.5. This determination was made by Gail Borkowski, Clerk of the Board, in consultation with County Counsel.

Sincerely,

David P. Chardavoyne

Henault, Alice G. x4843

From: Henault, Alice G. x4843
Sent: Tuesday, January 21, 2014 9:45 AM
To: Henault, Alice G. x4843
Subject: FW: California Public Records Act

Importance: High

From: MazelEq@aol.com [<mailto:MazelEq@aol.com>]
Sent: Thursday, January 02, 2014 1:51 PM
To: Paladini, Cathy A.; Chambliss, Winifred S. x4896
Subject: California Public Records Act

Under the Public Records Act we request access and copies of the following:

1. **Unclaimed or outstanding checks** including dates, names, last addresses and amounts due the payees that have been going unclaimed for at least six months but not more than five years. (Generally these are vendor or accounts payable checks.)
2. All **unclaimed municipal bonds**, including the dates, names, last addresses, and amounts due the bondholders. (These are investment bonds citizens purchased to support your Agency. Because bonds take many years to mature, people sometimes forget about them. We're not interested in performance bonds.)

A list of these items, rather than actual copies is acceptable. And we can accept it by email.

We are only interested in items that are \$5,000 or over and ones issued by your office (**not ones that have escheated to the state unclaimed property office**).

Our intent is to locate the rightful owners and assist them in claiming their money. Our firm has been in business over 30 years. We continue our mission of helping agencies, like yours, clear unclaimed items off their books, which is a good accounting practice, and help citizens recover their lost assets.

We are willing to pay reasonable costs. Please give us an estimate of the cost before beginning the work.

We appreciate a reply within 10 working days as provided for in the law. You may also respond via e-mail at MazelEq@aol.com.

Thank you.

Sincerely,

Loren J. Bialik

Loren J. Bialik, President
Mazel Equities National Associates
445 Warren Drive, Suite #10
San Francisco, CA 94131-1045
(415)759-1662; fax: (415)759-1664
MazelEq@aol.com

MONTEREY COUNTY

WATER RESOURCES AGENCY



PO BOX 930
SALINAS , CA 93902
(831)755-4860
FAX (831) 424-7935

CURTIS V. WEEKS
GENERAL MANAGER

STREET ADDRESS
893 BLANCO CIRCLE
SALINAS, CA 93901-4455

January 9, 2014

Loren J. Bialik, President
Mazel Equities National Associates
445 Warren Drive, Suite #10
San Francisco, CA 94131-1045

Re: Your Public Records Act Request dated January 2, 2014

Dear Mr. Bialik,

This letter is in response to your emailed Public Records Act request dated January 2, 2014 wherein you requested the following:

1. Unclaimed or outstanding checks including dates, names, last addresses and amounts due the payees that have been going unclaimed for at least six months but not more than five years.
2. All unclaimed municipal bonds, including the dates, names, last addresses, and amounts due the bondholders.

In addition, you indicated you were only interest in items that are \$5,000 or over and ones issued by our office.

This is identical to the request your company made on January 18, 2011 at which time Monterey County Water Resources Agency indicated it had no responsive records. We again respond to you that this Agency has no records responsive to your request. You may wish to contact the Monterey County Auditor Controller's office for this information.

Sincerely,

Alice Henault
Public Records Coordinator

Henault, Alice G. x4843

From: Henault, Alice G. x4843
Sent: Tuesday, January 21, 2014 9:42 AM
To: Henault, Alice G. x4843
Subject: FW: Records Request
Attachments: WRA Org Chart FY 2013-14.pdf

From: Christine Mead [<mailto:christinem@soquelcreekwater.org>]
Sent: Monday, January 06, 2014 7:26 PM
To: Chambliss, Winifred S. x4896
Cc: Paladini, Cathy A.
Subject: Records Request

Hello -

We are conducting a salary survey and request a copy of the organizational chart for the County Water Resources Agency. After reviewing the chart, we can focus our additional information request. Please let me know if this should be directed elsewhere.

Thanks in advance,

Christine Mead
Operations and Maintenance Manager
Soquel Creek Water District
5180 Soquel Drive
Soquel, California 95073
831-475-8501 x129 office
831-359-1386 cell

Henault, Alice G. x4843

From: Henault, Alice G. x4843
Sent: Thursday, January 09, 2014 2:38 PM
To: 'Christine Mead'
Cc: Chambliss, Winifred S. x4896
Subject: RE: Your Public Records Request dated January 6, 2014, below
Attachments: Mead PRR_Jan2014 response docs.pdf

Hello Christine,

I have attached a .pdf of the information you are seeking. This information can also be found on the County of Monterey's website. Please note that the "Division Chief, O&M Manager" and "Division Chief, Water Resources Planning" positions are both actually "Acting" Assistant General Manager/Engineer positions. The four positions listed below are "X" Unit positions and therefore are unrepresented – there is no associated MOU. The "Acting" positions are still "X" Unit employees, even though the Assistant General Manager/Engineer position is a "Y" Unit position.

Thank you,

Alice Henault
Public Records Coordinator
(831) 755-4843

From: Christine Mead [<mailto:christinem@soquelcreekwater.org>]
Sent: Wednesday, January 08, 2014 3:28 PM
To: Henault, Alice G. x4843
Cc: Chambliss, Winifred S. x4896
Subject: RE: Your Public Records Request dated January 6, 2014, below

Alice –

Thank you for the org chart. I would like the following information for these four employment positions at the MCWRA:

1. Administrative Services Manager
2. Division Chief, O&M Manager
3. Division Chief, Water Resources Planning
4. Finance Manager II

The information requested includes:

- Job descriptions
- Memorandum of understanding
- Salary ranges
- Amount of administrative leave
- Retirement benefit and employee contribution, and
- MCWRA-paid health insurance benefit

Thank you,

Christine

From: Henault, Alice G. x4843 [<mailto:HenaultAG@co.monterey.ca.us>]
Sent: Wednesday, January 08, 2014 3:09 PM
To: Christine Mead
Cc: Chambliss, Winifred S. x4896
Subject: Your Public Records Request dated January 6, 2014, below

Dear Christine,

Your Public Records Request below was forwarded to me for response. Per your request, I have attached our most current organizational chart for the Water Resources Agency.

When you are ready to request additional information please let me know and I will assist you.

Thank you,

Alice Henault
Public Records Coordinator
(831) 755-4843

From: Christine Mead [<mailto:christinem@soquelcreekwater.org>]
Sent: Monday, January 06, 2014 7:26 PM
To: Chambliss, Winifred S. x4896
Cc: Paladini, Cathy A.
Subject: Records Request

Hello -

We are conducting a salary survey and request a copy of the organizational chart for the County Water Resources Agency. After reviewing the chart, we can focus our additional information request. Please let me know if this should be directed elsewhere.

Thanks in advance,

Christine Mead
Operations and Maintenance Manager
Soquel Creek Water District
5180 Soquel Drive
Soquel, California 95073
831-475-8501 x129 office
831-359-1386 cell

LAW OFFICES

RICHARD H. ROSENTHAL
A PROFESSIONAL CORPORATION

27880 DORRIS DRIVE, SUITE 110, CARMEL, CA 93923
P.O. BOX 1021, CARMEL VALLEY, CA 93924
(831) 625-5193
FAX (831) 625-0470

490.13.12.27.waterprbrd

21 January, 2014

VIA EMAIL

Monterey County Board of Supervisors
In Care of the Clerk of the Board of Supervisors
168 West Alisal Street, 2nd Floor
Salinas, CA 93901

Re: Public Records Request

To the Monterey County Board of Supervisors for the Monterey County Water Resources Agency

This is a public records request on behalf of Save Our Peninsula Committee for the following information:

1. The Agenda for the December 17, 2013 closed session regarding the performance evaluation for the Water Resources Agency General Manager.
2. Minutes of the December 17, 2013 closed session regarding the performance evaluation for the Water Resources Agency Manager.
3. The Agenda for the December 10, 2013 closed session regarding the performance evaluation for the Water Resources Agency General Manager.
4. Minutes of the December 10, 2013 closed session regarding the performance evaluation for the Water Resources Agency Manager.
5. The Agenda for the November 5, 2013 closed session regarding the performance evaluation for the Water Resources Agency General Manager.
6. Minutes of the November 5, 2013 closed session regarding the performance evaluation for the Water Resources Agency Manager.
7. The Agenda for the June 25, 2013 closed session regarding the performance evaluation for the Water Resources Agency General Manager.

FOR U.S. MAIL DELIVERY: P.O. BOX 1021, CARMEL VALLEY, CA 93924
FOR EXPRESS MAIL DELIVERY: 27880 DORRIS DRIVE, SUITE 110, CARMEL, CA 93923

8. Minutes of the June 28, 2013 closed session regarding the performance evaluation for the Water Resources Agency Manager.

Please consider this as a request to immediately inspect those documents and or have them copied no later than ten days from today. If you have any questions or would further like to discuss the request, please contact me.

Sincerely,

LAW OFFICES RICHARD H. ROSENTHAL
A PROFESSIONAL CORPORATION

BY: _____
RICHARD H. ROSENTHAL

MONTEREY COUNTY

WATER RESOURCES AGENCY

PO BOX 930
SALINAS , CA 93902
(831)755-4860
FAX (831) 424-7935

DAVID E. CHARDAVOYNE
GENERAL MANAGER



STREET ADDRESS
893 BLANCO CIRCLE
SALINAS, CA 93901-4455

January 6, 2014

Mr. Richard Rosenthal
Law Offices of Richard Rosenthal
P.O. Box 1021
Carmel Valley, CA 93924

Re: Your Public Records Request, Dated December 27, 2013

Dear Mr. Rosenthal:

This responds to your Public Records Act Request dated December 27, 2013. This response is made on behalf of the Monterey County Water Resources Agency "WRA." In that request, you seek the following records:

Request No. 1:

The Agenda for the December 17, 2013 closed session regarding the performance evaluation for the Water Resources Agency General Manager.

Response to Request No. 1:

The Water Resources Agency does not have records responsive to this request, in that that this request encompasses the agenda for the December 17, 2013 Special Joint Meeting of the Monterey County Board of Supervisors of the Water Resources Agency and the Water Resources Agency Board of Directors and the WRA does not prepare closed session agendas for joint meetings of WRA Board of Directors and the Monterey County Board of Supervisors. The WRA is informed that the Clerk of the Board of Supervisors of the County of Monterey, acting ex-officio for the WRA, has responsive records which are available for inspection and possible copying. You may view and print the referenced agendas by going to the County's website at www.co.monterey.ca.us/cob/ and using the drop down features (Board of Supervisors/Meeting Agendas), or by going to <https://monterey.legistar.com/Calendar.aspx> and identifying the appropriate meeting

Mr. Richard Rosenthal
January 6, 2014
Page 2

date. The Joint Session agenda is also available for inspection at the Monterey County Clerk of the Board Office; please call (831) 755-5066, if you wish to make an appointment to view these documents in person.

Request No. 2:

Minutes of the December 17, 2013 closed session regarding the performance evaluation for the Water Resources Agency Manager.

Response to Request No. 2:

The WRA has no records responsive to this Request.

To the extent this Request encompasses minutes from the Special Joint Meeting of the Monterey County Board of Supervisors of the Water Resources Agency and the Water Resources Agency Board of Directors, as prepared by the Monterey County Clerk of the Board, acting ex-officio for the WRA, the WRA is informed that minutes for this meeting have not yet been prepared and approved and, as such are not yet available, although a video of this meeting is available for viewing by going to the County's website at www.co.monterey.ca.us/cob/ and using the drop down features (Board of Supervisors/Video of Board Meetings).

To the extent that this Request seeks records from any closed session which was held on this date, such records are exempt from disclosure pursuant to Government Code § 6254(k) [privilege] and Government Code §§ 54957.2 and 54957.5. This determination has been made by David Chardavoyne, Water Resources Agency General Manager, in consultation with County Counsel.

Request No. 3:

The Agenda for the December 10, 2013 closed session regarding the performance evaluation for the Water Resources Agency General Manager.

Response to Request No. 3:

The Water Resources Agency does not have records responsive to this request, in that that this request encompasses the agenda for the December 10, 2013 Special Joint Meeting of the Monterey County Board of Supervisors of the Water Resources Agency and the Water Resources Agency Board of Directors and the WRA does not prepare closed session agendas for joint meetings of WRA Board of Directors and the Monterey County Board of Supervisors. The WRA is informed that the Clerk of the

Mr. Richard Rosenthal
January 6, 2014
Page 3

Board of Supervisors of the County of Monterey, acting ex-officio for the WRA, has responsive records which are available for inspection and possible copying. You may view and print the referenced agendas by going to the County's website at www.co.monterey.ca.us/cob/ and using the drop down features (Board of Supervisors/Meeting Agendas), or by going to <https://monterey.legistar.com/Calendar.aspx> and identifying the appropriate meeting date. The Joint Session agenda is also available for inspection at the Monterey County Clerk of the Board Office; please call (831) 755-5066, if you wish to make an appointment to view these documents in person.

Request No. 4:

Minutes of the December 10, 2013 closed session regarding the performance evaluation for the Water Resources Agency General Manager.

Response to Request No. 4:

The WRA has no records responsive to this Request.

To the extent this Request encompasses minutes from the Meeting of the Monterey County Board of Supervisors of the Water Resources Agency, as prepared by the Monterey County Clerk of the Board, acting ex-officio for the WRA, the WRA is informed that minutes for this meeting have not yet been prepared and approved and, as such are not yet available, although a video of this meeting is available for viewing by going to the County's website at www.co.monterey.ca.us/cob/ and using the drop down features (Board of Supervisors/Video of Board Meetings).

To the extent that this Request seeks records from any closed session which was held on this date, such records are exempt from disclosure pursuant to Government Code § 6254(k) [privilege] and Government Code §§ 54957.2 and 54957.5. This determination has been made by David Chardavoyne, Water Resources Agency General Manager, in consultation with County Counsel.

Request No. 5:

The Agenda for the November 5, 2013 closed session regarding the performance evaluation for the Water Resources Agency General Manager.

Mr. Richard Rosenthal
January 6, 2014
Page 4

Response to Request No. 5:

The Water Resources Agency does not have records responsive to this request, in that that this request encompasses the agenda for the November 5, 2013 Special Joint Meeting of the Monterey County Board of Supervisors of the Water Resources Agency and the Water Resources Agency Board of Directors and the WRA does not prepare closed session agendas for joint meetings of WRA Board of Directors and the Monterey County Board of Supervisors. The WRA is informed that the Clerk of the Board of Supervisors of the County of Monterey, acting ex-officio for the WRA, has responsive records which are available for inspection and possible copying. You may view and print the referenced agendas by going to the County's website at www.co.monterey.ca.us/cob/ and using the drop down features (Board of Supervisors/Meeting Agendas), or by going to <https://monterey.legistar.com/Calendar.aspx> and identifying the appropriate meeting date. The Joint Session agenda is also available for inspection at the Monterey County Clerk of the Board Office; please call (831) 755-5066, if you wish to make an appointment to view these documents in person.

Request No. 6:

Minutes of the November 5, 2013 closed session regarding the performance evaluation for the Water Resources Agency Manager.

Response to Request No. 6:

The WRA has no records responsive to this Request.

To the extent this Request encompasses minutes from the Special Joint Meeting of the Monterey County Board of Supervisors of the Water Resources Agency and the Water Resources Agency Board of Directors, as prepared by the Monterey County Clerk of the Board, acting ex-officio for the WRA, the WRA is informed that minutes for this meeting have not yet been prepared and approved and, as such are not yet available, although a video of this meeting is available for viewing by going to the County's website at www.co.monterey.ca.us/cob/ and using the drop down features (Board of Supervisors/Video of Board Meetings).

To the extent that this Request seeks records from any closed session which was held on this date, such records are exempt from disclosure pursuant to Government Code § 6254(k) [privilege] and Government Code §§ 54957.2 and 54957.5. This determination has been made by David Chardavoine, Water Resources Agency General Manager, in consultation with County Counsel.

Mr. Richard Rosenthal
January 6, 2014
Page 5

Request No. 7:

The Agenda for the June 25, 2013 closed session regarding the performance evaluation for the Water Resources Agency General Manager.

Response to Request No. 1:

The Water Resources Agency does not have records responsive to this request, in that that this request encompasses the agenda for the December 17, 2013 Special Joint Meeting of the Monterey County Board of Supervisors of the Water Resources Agency and the Water Resources Agency Board of Directors and the WRA does not prepare closed session agendas for joint meetings of WRA Board of Directors and the Monterey County Board of Supervisors. The WRA is informed that the Clerk of the Board of Supervisors of the County of Monterey, acting ex-officio for the WRA, has responsive records which are available for inspection and possible copying. You may view and print the referenced agendas by going to the County's website at www.co.monterey.ca.us/cob/ and using the drop down features (Board of Supervisors/Meeting Agendas), or by going to <https://monterey.legistar.com/Calendar.aspx> and identifying the appropriate meeting date. The Joint Session agenda is also available for inspection at the Monterey County Clerk of the Board Office; please call (831) 755-5066, if you wish to make an appointment to view these documents in person.

Request No. 8:

Minutes of the June 28, 2013 closed session regarding the performance evaluation for the Water Resources Agency Manager.

Response to Request No. 6:

The WRA has no records responsive to this Request.

To the extent this Request encompasses minutes from the Special Joint Meeting of the Monterey County Board of Supervisors of the Water Resources Agency and the Water Resources Agency Board of Directors, as prepared by the Monterey County Clerk of the Board, acting ex-officio for the WRA, the WRA is informed that minutes for this meeting are available for inspection and copying at the Clerk of the Board's office. Additionally, a video of this meeting is available for viewing by going to the County's website at www.co.monterey.ca.us/cob/ and using the drop down features (Board of Supervisors/Video of Board Meetings).

Mr. Richard Rosenthal
January 6, 2014
Page 6

To the extent that this Request seeks records from any closed session which was held on this date, such records are exempt from disclosure pursuant to Government Code § 6254(k) [privilege] and Government Code §§ 54957.2 and 54957.5. This determination has been made by David Chardavoyne, Water Resources General Manager, in consultation with County Counsel.

As noted in the individual responses, the WRA has no records responsive to your various requests. Please contact Gail Borkowski, Clerk of the Board, at 755-5066 to make arrangements for the inspection or copying of disclosable records held by the County which may be responsive to your request.

Sincerely,

David E. Chardavoyne

Henault, Alice G. x4843

From: Henault, Alice G. x4843
Sent: Tuesday, January 21, 2014 9:40 AM
To: Henault, Alice G. x4843
Subject: FW: WRA's response to SOP's December 30, 2013 PRR
Attachments: 490.14.01.15.100513eval.pdf

From: Richard Rosenthal [<mailto:RRosenthal62@sbcglobal.net>]
Sent: Wednesday, January 15, 2014 2:49 PM
To: Chambliss, Winifred S. x4896; 'Legal Assistant'
Cc: chardavoyned@co.monterey.ca.us; 'Greg James'
Subject: WRA's response to SOP's December 30, 2013 PRR

Dear Mr. Chardavoyne:

Thank you for your January 6, 2014 response to SOP's December 30, 2013 Public Records Request to the Water Resources Agency. In an attempt to clarify SOP's request, I have attached a three page document dated November 5, 2013 entitled Performance Evaluation for WRA GM regarding Permit No. 11043 Implementation. We understand that this document was present and reviewed at your November 5 performance evaluation. We want a copy of that document along with any other document that was prepared for or at your November 5, 2013 performance evaluation.

SOP requests any and all such documents that were prepared for or in attendance at your December 17, 2013, December 10, 2013, November 5, 2013, June 25, 2013 and May 7, 2013 "closed session" performance evaluations.

If need be, please consider this a public records request for the above referred to documents.

If you have any questions or would further like to discuss the matter, please feel free to call.

Sincerely,

RICHARD H. ROSENTHAL

LAW OFFICES OF
MICHAEL W. STAMP

Michael W. Stamp
Molly Erickson
Olga Mikheeva
Jennifer McNary

479 Pacific Street, Suite One
Monterey, California 93940

RECEIVED
MONTEREY COUNTY
Telephone (831) 373-1214
2013 DEC 14 3:31 PM PST

CLERK OF THE BOARD

December 12, 2013

DH DEPUTY

City of Carmel-by-the-Sea
City of Del Rey Oaks
City of Monterey
City of Pacific Grove

Sand City
City of Seaside
County of Monterey
Monterey Peninsula Airport District

Subject: Request for Notice; California Public Records Act Request

Dear Gentilepersons:

Request for Notification

This Office represents Save Our Carmel River, Patricia Bernardi and The Open Monterey Project. Please place this Office on all distribution and notice lists for all water use credit transfer applications and environmental determinations made by your agency. We request notification by mail and email to erickson@stamlaw.us and mcnary@stamlaw.us.

Objection to Use of CEQA Exemption for Water Use Credit Transfers

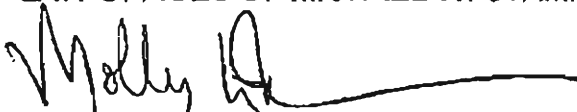
Save Our Carmel River, Mrs. Bernardi and The Open Monterey Project object to the use of any CEQA exemption for a water use credit transfer. Transfers are not exempt from CEQA, and cumulative impacts of water credit transfers must be analyzed before water use credit transfers may be approved (*Save Our Carmel River v. Monterey Peninsula Water Management District* (2006) 141 Cal.App.4th 677).

Request for Records

We would like to inspect, and possibly copy, all (1) applications and (2) environmental determinations made by your agency for water credit transfers in 2013. This request is made under the California Public Records Act. Please let me or Jennifer McNary know if you have any questions about this request. Thank you.

Very truly yours,

LAW OFFICES OF MICHAEL W. STAMP


Molly Erickson

Request for Notice; California Public Records Act Request

December 12, 2013

Page 2

Faxed to:

City of Carmel-by-the-Sea
P.O. Box CC
Carmel-by-the-Sea, CA 93921

City of Monterey
512 Pierce St.
Monterey, CA 93940

Sand City
#1 Sylvan Park
Sand City, California 93955

County of Monterey
168 W. Alisal Street
Salinas, CA 93901

City of Del Rey Oaks
650 Canyon Del Rey Rd.
Del Rey Oaks, California 93940

City of Pacific Grove
300 Forest Ave., 2nd Fl.
Pacific Grove, CA 93950

City of Seaside
440 Harcourt Ave.
Seaside, CA 93955

Monterey Peninsula Airport District
200 Fred Kane Drive
Suite 200
Monterey, CA 93940

MONTEREY COUNTY

RESOURCE MANAGEMENT AGENCY

Benny J. Young, Director
Carl P. Holm, AICP, Deputy Director



Michael A. Rodriguez, C.B.O., Chief Building Official
Michael Novo, AICP, Director of Planning
Robert K. Murdoch, P.E., Director of Public Works

168 W. Alisal Street, 2nd Floor
Salinas, CA 93901
<http://www.co.monterey.ca.us/rma>

December 20, 2013

Dear Ms. Erickson:

Re: Your Request for Public Records Dated December 12, 2013

Dear Ms. Erickson:

This letter is written in response to your Public Records Act Request dated December 12, 2013. Specifically your request is seeking the following: to inspect, and possibly copy, all (1) applications and (2) environmental determinations made by your agency for water credit transfers in 2013.”

The Monterey County Resource Management Agency has not identified records that are responsive to your request.

We have been advised that Monterey County Water Resources Agency has records responsive to this request. You can contact Alice Henault, Senior Secretary at (831) 755-4843 to schedule an appointment. Ms. Henault will not be in the office on December 23, 2013; you may call the main number at 755-4860 on December 23, 2013. Please be advised that Monterey County Resource Management Agency (RMA) and Water Resources Agency will be closed in observance of the county-wide winter recess from December 24, 2013 through January 1, 2014.

At this time, the Resources Management Agency (RMA) has determined that no other departments have records responsive to your request. Please be advised that very effort has been made to provide all of the records which might fall within the scope of your inquiry. As such, we believe our reply is quite thorough. However, if you have knowledge of a specific document which is not provided in response to your inquiry, please notify me.

LaSaundra Garcia
Office Assistant II - Records
Resource Management Agency
Planning Department
168 W. Alisal Street, 2nd Floor
Salinas, CA 93901
Phone: (831) 755-5305
GarciaL1@co.monterey.ca.us
www.co.monterey.ca.us/planning

Henault, Alice G. x4843

From: Molly Erickson <erickson@stamplaw.us>
Sent: Thursday, January 02, 2014 8:25 AM
To: Henault, Alice G. x4843
Cc: Rachael Mache; Jennifer Holda McNary
Subject: Re: Public Records Act Request -(Dec. 12, 2013 (REC131703), water credit transfers

Alice:

Yes, please fax the pages. Thank you for your courtesy. Happy new year!

Molly

Molly Erickson
STAMP | ERICKSON
479 Pacific Street, Suite One
Monterey, CA 93940
Tel: (831) 373-1214
Fax: (831) 373-0242

On Jan 2, 2014, at 8:21 AM, "Henault, Alice G. x4843" <HenaultAG@co.monterey.ca.us> wrote:

Hello Molly,

As you've probably realized our office were closed for winter break and have now reopened today, January 2, 2014. There are approximately 3 pages of records which I would be happy to fax to you so that it will save you some time. If this is ok with you let me know and I will get them to you today.

Regards,

Alice Henault

From: Molly Erickson [<mailto:erickson@stamplaw.us>]
Sent: Friday, December 20, 2013 5:56 PM
To: Henault, Alice G. x4843
Cc: Rachael Mache; Jennifer Holda McNary
Subject: Fw: Public Records Act Request -(Dec. 12, 2013 (REC131703), water credit transfers

Hi Alice:

According to the attached letter, the MCWRA has responsive records to inspect. We would like to get access to the records as soon as possible.

Can you please email me the records as soon as possible? If not, please tell me how many records there are, so we can determine how much time to allocate to the inspection.

I am available to inspect on December 27, 30 and 31, if that is possible. Otherwise, please let me know the soonest the records will be available. Please cc Jennifer and Rachael on your response.

Thank you. Happy holidays to you and yours.

Molly

Molly Erickson
Law Offices of Michael W. Stamp
479 Pacific Street, Suite One
Monterey, CA 93940
tel: 831-373-1214
fax: 831-373-0242

----- Forwarded Message -----

From: "Garcia, LaSaundra x5305" <GarciaL1@co.monterey.ca.us>
To: 'Molly Erickson' <erickson@stampplaw.us>
Sent: Friday, December 20, 2013 5:00 PM
Subject: Re: Public Records Act Request - Dated December 12, 2013 - (REC131703)

Ms. Erickson

Please see attached response to your public records request dated December 12, 2013.

Thank you.

LaSaundra Garcia
Office Assistant II - Records
Resource Management Agency
Planning Department
168 W. Alisal Street, 2nd Floor
Salinas, CA 93901
Phone: (831) 755-5305
GarciaL1@co.monterey.ca.us
www.co.monterey.ca.us/planning

To view your project online via Accela Citizen Access, please use the following link:
<https://aca.accela.com/monterey/Default.aspx>

WINTER RECESS NOTICE

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Regular services will resume on Thursday, January 2, 2014.

HORAN | LLOYD

ANTHONY T. KARACHALE
STEPHEN W. DYER
MARK A. BLUM
JAMES J. COOK
ELIZABETH C. GIANOLA
JEROME F. POLITZER
PAMELA H. SILKWOOD
JACQUELINE M. PIERCE
BIANCA KARIM

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FRANCIS P. LLOYD
DENNIS M. LAW
SEAN FLAVIN

HORAN LLOYD
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
26385 Carmel Rancho Boulevard, Suite 200
Carmel, CA 93923

Tel:
831.373.4131
Fax:
831.373.8302
horanlegal.com

Pam H. Silkwood
psilkwood@horanlegal.com

November 12, 2013

LAURENCE P. HORAN
(1929-2012)

Via Electronic and Regular Mail

David E. Chardavoyne
General Manager
Monterey County Water Resources Agency
893 Blanco Circle
Salinas, CA 93901

Re: Public Records Act Request

Dear Mr. Chardavoyne:

This request is made under the California Public Records Act, Government Code §§ 6250 *et. seq.* I am requesting access to all public records related to or associated with the following:

1. Water Right Permit(s), License(s) and application(s) and supportive documentations and other such related public records for Nacimiento and San Antonio Reservoirs.
2. Ballot-related public records for the Nacimiento and San Antonio Reservoirs bond measure.
3. Water rights hearing records and associated public records for Nacimiento and San Antonio Reservoirs.
4. Engineer reports, supportive documentations and other such public records related to or associated with Nacimiento and San Antonio Reservoirs.
5. Basin Management Plans related to or associated with Nacimiento and San Antonio Reservoirs.

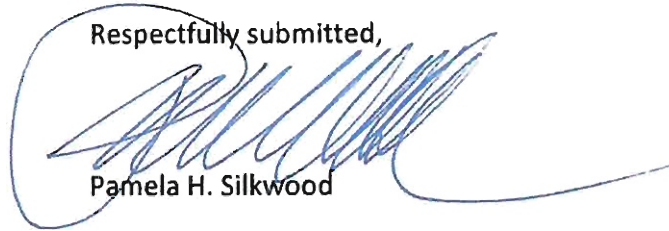
6. Engineer reports, EIR and their supportive documentations, correspondence and other such related public records, including, but not limited to, hydrological reports prepared for the Salinas Valley Water Project.
7. Ballot materials, media, correspondence and other such public records related to or associated with the Salinas Valley Water Project ballot.
8. Water Right Permit(s) and associated application, hearing and protest materials for the Salinas Valley Water Project change in point of diversion.
9. All funding and expenditure-related documentations and other such related public records for the Salinas Valley Water Project, including, but not limited to, loans, grants, expenditures, collections, revenue, etc.
10. US Army Corps of Engineers 404 permits for Salinas River channel maintenance activities for all of the years issued, including, but not limited to, years 2008, 2003, 1996 and 1995 (an emergency permit) and all supportive documentations, correspondence and other such related public records, including, but not limited to, the application materials.
11. All documentations, correspondence and other such public records related to or associated with the 1995 emergency work and declaration for the Salinas River channel maintenance activities.
12. All applications and approvals and other such related public records, including supportive documentations for and correspondence with landowners/growers for channel maintenance activities under the MCWRA's master permit and any and all individual permits.
13. Biological Opinions issued for the US Army Corps of Engineers 404 permits for Salinas River channel maintenance activities, all supportive documentations and correspondence and other such public records related to or associated with the biological opinions.
14. Any and all reports, correspondence, documentations and other such related public records prepared for or by the MCWRA (or its predecessor) pertaining to flood control/protection.

Under the California Public Records Act, the term "public records" includes any writing containing information relating to the conduct of the public's business, prepared, owned, used or retained by any public agency. (Government Code § 6252.) The Attorney General has ruled that this information is intended to cover every conceivable kind of record involved in the

governmental process and that only purely personal information is exempt. (58 Ops. Atty. Gen. 629, 634.)

Please notify me when the public records have been assembled so that we can schedule a time to review these records. If you would like to assemble the requested records in incremental phases (e.g., Phase I – Salinas River channel maintenance records; Phase II – Salinas Valley Water Project records; and Phase III - Nacimiento and San Antonio records), we can work with you to schedule time to review these records for each phase.

Respectfully submitted,



Pamela H. Silkwood

PHS:em

Cc: Clients

MONTEREY COUNTY

WATER RESOURCES AGENCY

PO BOX 930
SALINAS, CA 93902
(831)765-4860
FAX (831) 424-7935

DAVID E CHARDAVOYNE
GENERAL MANAGER



STREET ADDRESS
893 BLANCO CIRCLE
SALINAS, CA 93901-4455

November 22, 2013

Pamela H. Silkwood
Horan Lloyd
Attorneys at Law
26385 Carmel Rancho Boulevard, Suite 200
Carmel, CA 93923

Re: Your Public Records Act Requested dated November 12, 2013

Dear Ms. Silkwood:

This letter is in response to your Public Records Act Request dated November 12, 2013 wherein you requested the following:

1. Water Right Permit(s), License(s) and application(s) and supportive documentations and other such related public records for Nacimiento and San Antonio Reservoirs.

Response to Item No. 1:

Request No. 1 is very broad in its scope and time frame. Please clarify, refine, and focus your request to allow the Agency to identify and assemble all documents that are responsive to Request No. 1.

2. Ballot-related public records for the Nacimiento and San Antonio Reservoirs bond measure.
3. Water rights hearing records and associated public records for Nacimiento and San Antonio Reservoirs.
4. Engineer reports, supportive documentations and other such public records related to or associated with Nacimiento and San Antonio Reservoirs.

Response to Item No. 4:

Request No. 4 is very broad in its scope and time frame. Please clarify, refine, and focus your request to allow the Agency to identify and assemble all documents that are responsive to Request No. 4.

5. Basin Management Plans related to or associated with Nacimiento and San Antonio Reservoirs.

Response to Item No. 5:

The Salinas River Basin Management Plan involves the reservoirs and is included in the Administrative Record for the Salinas Valley Water Project, available for your review. If you would like to review the Records please give me a call to make an appointment.

6. Engineer reports, EIR and their supportive documentations, correspondence and other such related public records, including, but not limited to, hydrological reports prepared for the Salinas Valley Water Project.

Response to Item No. 6:

You may go to our website at www.mcwra.co.monterey.ca.us where you will find information regarding the Salinas Valley Water Project. In addition, the Administrative Record for the Salinas Valley Water Project is available for your review. If you would like to review the Record please give me a call to make an appointment.

7. Ballot materials, media, correspondence and other such public records related to or associated with the Salinas Valley Water Project ballot.

Response to Item No. 7:

Please see response to Item No. 6.

8. Water Right Permit(s) and associated application, hearing and protest materials for the Salinas Valley Water Project change in point of diversion.

9. All funding and expenditure-related documentations and other such related public records for the Salinas Valley Water Project, including, but not limited to, loans, grants, expenditures, collections, revenue, etc.

Response to Item No. 9:

Request No. 9 is very broad in its scope and time frame. Please clarify, refine, and focus your request to allow the Agency to identify and assemble all documents that are responsive to Request No. 9.

10. US Army Corps of Engineers 404 permits for Salinas River channel maintenance activities for all of the years issued, including, but not limited to, years 2008, 2003, 1996 and 1995 (an emergency permit) and all supportive documentations, correspondence and other such related public records, including, but not limited to, the application materials.

11. All documentations, correspondence and other such public records related to or associated with the 1995 emergency work and declaration for the Salinas River channel maintenance activities.

12. All applications and approvals and other such related public records, including supportive documentations for and correspondence with landowners/growers for channel maintenance activities under the MCWRA's master permit and any and all individual permits.

13. Biological Opinions issued for the US Army Corps of Engineers 404 permits for Salinas River channel maintenance activities, all supportive documentations and correspondence and other such public records related to or associated with the biological opinions.

14. Any and all reports, correspondence, documentations and other such related public records prepared for or by the MCWRA (or its predecessor) pertaining to flood control/protection.

Response to Item No. 14:

Request No. 14 is very broad in its scope and time frame. Please clarify, refine, and focus your request to allow the Agency to identify and assemble all documents that are responsive to Request No. 14.

While Agency staff has begun the process of identifying and collecting records potentially responsive to your request and reviewing them to determine if any are exempt from disclosure or need to be redacted, it will take some time to provide you with a complete response.

Page 4
Pamela H. Silkwood
November 22, 2013

Because your requests are exceedingly broad, both in the time frame involved and scope, we are extending the date of our response. We will provide you with a further response no later than December 5, 2013

Sincerely,

A handwritten signature in black ink, appearing to read "Alice Henault", written in a cursive style.

Alice Henault
Public Records Coordinator

MONTEREY COUNTY

WATER RESOURCES AGENCY

PO BOX 930
SALINAS , CA 93902
(831)755-4860
FAX (831) 424-7935

DAVID E. CHARDAVOYNE
GENERAL MANAGER



STREET ADDRESS
893 BLANCO CIRCLE
SALINAS, CA 93901-4455

December 5, 2013

Pamela H. Silkwood
Horan Lloyd
Attorneys at Law
26385 Carmel Rancho Boulevard, Suite 200
Carmel, CA 93923

Re: Your Public Records Act Requested dated November 12, 2013

Dear Ms. Silkwood:

This letter is in further response to your Public Records Act Request dated November 12, 2013.

In our previous letter to you dated November 22, 2013 we asked that you please clarify, refine and focus your request regarding Items numbered 1, 4, 9 and 14 in order to allow the Agency to identify and assemble all documents responsive to them. To date, we have not heard back from you and we await your response to this request.

We have gathered some of the responsive documents and are currently reviewing them to determine if any are exempt from disclosure or need to be redacted.

With regard to Items numbered 5, 6, 7 and 8, information regarding the Salinas Valley Water Project is available on our website. In addition, the Administrative Record for the Salinas Valley Water Project is available for your review. If you would like to review them, please give me a call to make an appointment.

Because your requests are exceedingly broad, both in the time frame involved and scope, we are extending the date of our response. We will provide you with a further response no later than December 16, 2013.

Sincerely,

Alice Henault
Public Records Coordinator

MONTEREY COUNTY

WATER RESOURCES AGENCY

PO BOX 930
SALINAS, CA 93902
(831)755-4860
FAX (831) 424-7935

DAVID E. CHARDAVOYNE
GENERAL MANAGER



STREET ADDRESS
893 BLANCO CIRCLE
SALINAS, CA 93901-4455

December 16, 2013

Pamela H. Silkwood
Horan Lloyd
Attorneys at Law
26385 Carmel Rancho Boulevard, Suite 200
Carmel, CA 93923

Re: Your Public Records Act Requested dated November 12, 2013

Dear Ms. Silkwood:

This letter is in further response to your Public Records Act Request dated November 12, 2013.

In our previous letters to you, dated November 22, 2013 and December 5, 2013, we asked that you please clarify, refine and focus your request regarding Items numbered 1, 4, 9 and 14 in order to allow the Agency to identify and assemble all documents responsive to them. To date, we have not heard back from you and we continue to await your response to this request.

While we are still conducting our review, we have identified disclosable records that are available for inspection now. Please give our office a call to make an appointment to review them. However, if you prefer you may wait until we have completed our research and review of all the potentially responsive documents at one time.

Please be advised that I will be out of the office on December 23, 2013 and the Agency will be closed for the Holidays and for Eco-Recess beginning December 24, 2013 through January 1, 2014. The office will re-open January 2, 2014.

Sincerely,



Alice Henault
Public Records Coordinator

HORAN | LLOYD

ANTHONY T. KARACHALE
STEPHEN W. DYER
MARK A. BLUM
JAMES J. COOK
ELIZABETH C. GIANOLA
JEROME F. POLITZER
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ATTORNEYS AT LAW
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Carmel, CA 93923

Tel:
831.373.4131
Fax:
831.373.8302
horanlegal.com

Pam H. Silkwood
psilkwood@horanlegal.com

December 18, 2013

LAURENCE P. HORAN
(1929-2012)

Via Electronic and Regular Mail

Alice Henault
Public Records Coordinator
Monterey County Water Resources Agency
893 Blanco Circle
Salinas, CA 93901

Re: Public Records Act Request – Response to November 22 and December 5, 2013 Letters

Dear Ms. Henault:

On behalf of our clients, Salinas Valley Water Coalition and Monterey County Farm Bureau, we submit this response to your November 22, 2013 and December 5, 2013 letters. In these letters, you ask that we “clarify, refine and focus” our November 12, 2013 request made under the California Public Records Act, Government Code §§ 6250 *et. seq.* Your letters also state that several of the requested records are available for our review.

Given that the County offices will be closed December 24, 2013 through January 1, 2014, we will schedule a time to review the available public records after the first of the new year. Around the same time, we will respond to your query to further refine the requested records.

Respectfully submitted,


Pamela H. Silkwood

PHS:em

Cc: Clients

4845-1419-0870, v. 2

Henault, Alice G. x4843

From: Michael Weaver <michaelweaver@mac.com>
Sent: Wednesday, December 11, 2013 8:09 AM
To: Lawrence, Laura x5148
Cc: Garcia, LaSaundra x5305
Subject: Public Records Request re: PLN000696 Harper Canyon (Encina Hills) Subdivision

Laura Lawrence:

This is a public records request for communications received and sent on the project since 2005 and a copy of the 72-hour pump test for each of the wells.

Also all records of water quality testing, including for arsenic, and the test results on the wells since 2005.

I would like to be able to view all these records and possibly have copies made of some of them as soon as possible.

Thank you,

Mike Weaver
484-6659

Henault, Alice G. x4843

From: Henault, Alice G. x4843
Sent: Friday, December 13, 2013 10:49 AM
To: Garcia, LaSaundra x5305; Borkowski, Gail T. x5842; Calderon, Vanessa A. x5390; Edwards, Glenda x5807; Escobar, Freda x5689; Friedrich, Michele x5189; Garcia, Kina x4729; Harris, Lisa x4879; Harris, Peggy L. x4571; Hasson, Cynthia L. x5205; Hickman, Rita Ext.4748; Hu, Ellen x4813; Johnson, Ebby 759-6769; Juarez, Cynthia x5820; Laage, Dorothy J. x4830; Lomeli, Julie x5748; Martinez, Jaime Ext.4829; Moore, Susan x5453; Olds, Anna Marie x5341; Perry, Mary; Pinson, Wm Ted x1297; Reimann, Kathryn x5358; Sanchez, Lucila; Serrano, Veronica x4931; Torres, Karina x5383; Vest, Dawn A. x6716; Villa, Dolores x5432; Zurita, Mary x5113
Subject: RE: CONFIDENTIAL -Atty Client Priv - Public Records Act Request - Harper Canyon - Mike Weaver (REC131697)

Hello LaSaundra,

WRA has records responsive to the first request regarding communications. WRA has no records responsive to the second request regarding pump tests on the wells etc. Mike Weaver can give me a call to make an appointment to review the responsive records.

Thank you,

Alice Henault

From: Garcia, LaSaundra x5305
Sent: Thursday, December 12, 2013 1:07 PM
To: Borkowski, Gail T. x5842; Calderon, Vanessa A. x5390; Edwards, Glenda x5807; Escobar, Freda x5689; Friedrich, Michele x5189; Garcia, Kina x4729; Garcia, LaSaundra x5305; Harris, Lisa x4879; Harris, Peggy L. x4571; Hasson, Cynthia L. x5205; Henault, Alice G. x4843; Hickman, Rita Ext.4748; Hu, Ellen x4813; Johnson, Ebby 759-6769; Juarez, Cynthia x5820; Laage, Dorothy J. x4830; Lomeli, Julie x5748; Martinez, Jaime Ext.4829; Moore, Susan x5453; Olds, Anna Marie x5341; Perry, Mary; Pinson, Wm Ted x1297; Reimann, Kathryn x5358; Sanchez, Lucila; Serrano, Veronica x4931; Torres, Karina x5383; Vest, Dawn A. x6716; Villa, Dolores x5432; Zurita, Mary x5113
Subject: CONFIDENTIAL -Atty Client Priv - Public Records Act Request - Harper Canyon - Mike Weaver (REC131697)

Hello Everyone

Please see the attached PRAR from Mike Weaver we received December 11, 2013.

Please respond if your departments have or does not have responsive records to this request by **Tuesday, December 17, 2013 3:00pm.**

LaSaundra Garcia
Office Assistant II - Records
Resource Management Agency
Planning Department
168 W. Alisal Street, 2nd Floor
Salinas, CA 93901
Phone: (831) 755-5305
GarciaL1@co.monterey.ca.us

To view your project online via Accela Citizen Access, please use the following link:

<https://aca.accela.com/monterey/Default.aspx>

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