

**SEASIDE GROUNDWATER BASIN WATERMASTER
SPECIAL
MEETING AGENDA**

WEDNESDAY, APRIL 18, 2007, 1:30 P.M.

**SEASIDE CITY HALL, CITY COUNCIL CHAMBERS
440 HARCOURT AVENUE**

SEASIDE, CALIFORNIA

WATERMASTER BOARD:

City of Seaside – Mayor Ralph Rubio, Chairman

Laguna Seca Subarea Landowner – Director Bob Costa, Vice Chairman

Monterey Peninsula Water Management District – Director Michelle Knight, Secretary

City of Monterey – Vice Mayor Jeff Haferman, Treasurer

City of Sand City – Mayor David Pendergrass

California American Water – Director Steve Leonard

City of Del Rey Oaks – Mayor Joseph Russell

Monterey County/Monterey County Water Resources Agency - Supervisor Jerry Smith, District 4

Coastal Subarea Landowner – Director Paul Bruno

I. PLEDGE OF ALLIGENCE

II. CALL TO ORDER

III. ROLL CALL

IV. APPROVAL OF MINUTES;

The minutes of the Regular Board meeting of March 7, 2007 is attached to this agenda. Watermaster Board is requested to approve the minutes.

V. PUBLIC PARTICIPATION/ ORAL COMMUNICATIONS

Oral communications is on each meeting agenda in order to provide members of the public an opportunity to address the Watermaster on matters within its jurisdiction. Matters not appearing on the agenda will not receive action at this meeting but may be referred to the Watermaster Administrator or may be set for a future meeting. Presentations will be limited to three minutes or as otherwise established by the Watermaster. In order that the speaker may be identified in the minutes of the meeting, it is helpful if speakers would use the microphone and state their names. Oral communications are now open.

VI. CONSENT CALENDAR

A. Request approval for payment of March, 2007 bills

VII. OLD BUSINESS

A. COMMITTEE REPORTS

1. BUDGET/FINANCE COMMITTEE

- A) Consider approving \$465,648 adjustment to 2006 Water Year Replenishment assessment for California American Water's deposit of 411.35 acre feet of water into the Seaside Basin
- B) Consider approve the creation of a Web Site for the Seaside Groundwater Basin Watermaster
- C) Consider approving additional assessments and increasing Fiscal Year 2007 Watermaster Budgets:
 - 1) Administrative Fund Budget, \$27,150 to recognize the increase number of hours necessary to cover the current work load.
 - 2) Management and Monitoring – Operations Budget, \$300,000 to cover pending contracts with RBF Consulting, MPWMD, MCWRA and hiring of a part time position of Technical Project Manager.

2. TECHNICAL COMMITTEE

- A) Consider creating and establishing a part time position
 - 1) Create part time position of Technical Project Manager
 - 2) Consider approving attached job description
- B) Consider awarding contract to RBF Consulting for Phase I- Implementation of the Seaside Basin Monitoring and Management Program for a price not exceed \$390,071
- C) Consider awarding contract to Monterey Peninsula Water Management District (MPWMD), for Phase I – Implementation of the Seaside Basin Monitoring and Management Program for a fee not to exceed \$76,080.
- D) Consider awarding contract to Monterey County Water Resources Agency (MCWRA), for Phase I – Implementation of the Seaside Basin Monitoring and Management Program for a fee not to exceed \$20,064.

VIII. NEW BUSINESS

- A. Consider approving a change to the official Seaside Groundwater Basin Watermaster Rules & Regulations Section 3.5 Special Meetings to conform to the Brown Act

IX. INFORMATIONAL REPORTS (No Action Required)

- A. Contract with RBF Consulting, \$35,000
- B. Contract with MPWMD for quarterly well water testing, \$7,080
- C. Quarterly Water Quality Report-MPWMD
- D. Timeline schedule of Milestone dates (Critical date monitoring)
- E. Current Year Financial Reports – Through March 31, 2007

X. DIRECTOR'S REPORTS

XI. EXECUTIVE OFFICER COMMENTS

XI NEXT MEETING DATE – MAY 2, 2007 (Soper Field Community Center) 1:30 P.M.

XII. ADJOURNMENT

This agenda was forwarded via e-mail to the City Clerks of Seaside, Monterey, Sand City and Del Rey Oaks; the Clerk of the Monterey Board of Supervisors; the Clerk to the Monterey Peninsula Water Management District; the Clerk at the Monterey County Water Resources Agency and the California American Water Company for posting on April 13, 2007 per the Ralph M. Brown Act. Government Code Section 54954.2(a)..

REGULAR MEETING
Seaside Groundwater Basin Watermaster
March 7, 2007

MINUTES

I. CALL TO ORDER

Chairman Rubio called the meeting to order at 1:34 p.m. in the Seaside Community Center at Soper Field, 220 Coe Avenue, Seaside.

II. ROLL CALL

City of Seaside – Mayor Ralph Rubio, Chairman
Laguna Seca Subarea Landowner – Director Bob Costa, Vice Chairman
Monterey Peninsula Water Management District – Director Michelle Knight, Secretary
City of Monterey –(Alternate- Director) Les Turnbeaugh
City of Sand City – Mayor David Pendergrass
California American Water – Director Steve Leonard
City of Del Rey Oaks – Mayor Joseph Russell
Coastal Subarea Landowner – Director Paul Bruno
Monterey County/Monterey County Water Resources Agency –Supervisor Jerry Smith, District 4

III. APPROVAL OF MINUTES

Moved by Mayor Pendergrass, seconded by Mayor Russell, and unanimously carried, to approve the Watermaster Special meeting minutes of January 31, 2007 and the Watermaster Regular meeting minutes of February 7, 2007,

REVIEW OF AGENDA

There were no changes to the agenda.

IV. PUBLIC PARTICIPATION/ORAL COMMUNICATIONS

There were no questions or comments from the public.

V. CONSENT CALENDAR

Contract Compensation—CEO	\$7,237.50
Reimbursable—General	2,048.96

Moved by Director Leonard, seconded by Director Knight, and unanimously carried, to approve the payment of bills and the current fiscal year financial reports.

VI. OLD BUSINESS

A. COMMITTEE REPORTS

1. TECHNICAL COMMITTEE

Report on Seaside Groundwater Basin Watermaster Monitoring and Management Program (“BMMP”) Implementation Plan and Schedule

Sarah Hardgrave, RBF Consultants, provided to the Board and public at the meeting a clean *Revised Draft Implementation Plan - Seaside Basin Monitoring and Management Program*. Changes made to the original draft documents furnished to Directors in the Watermaster Board packet prior to Monday’s Technical Advisory Committee (“TAC”) meeting of March 5th were provided in a marked up copy of the report text pages 2 through 28.

TAC Chair, Diana Ingersoll stated that the intent of the document was for submittal to the Court on March 13, 2007 in order to gain Court approval to implement, with schedule changes, the previously court-approved program. Ms. Ingersoll reviewed with the Board the marked up copy of the Plan text. She pointed out that each section refers to items required by the Court to be addressed by March 13th. Section 2.2 addresses the concerns of Laguna Seca property owners and the City of Del Rey Oaks. She emphasized that Phase 2, briefly addressed in the document, is very dependent on the outcome of the data obtained in Phase 1; the TAC will come back to the Board in the future with a recommendation on the implementation of Phase 2. She stated that the TAC had emphasized the need for the addition of section 4 to show extensive efforts by California American Water (“Cal-Am”) and the Monterey Peninsula Water Management District (“MPWMD”) in avoiding overproduction of the basin and to show that extra measures were being taken to monitor for any indication of seawater intrusion. Ms. Ingersoll thanked Mr. Joe Oliver of MPWMD, Ms. Sarah Hardgrave of RBF Consulting, John Fischer Public Member, Les Turnbeaugh of the City of Monterey, Tom Bunosky of Cal-Am, and Kathy Thomasberg of MCWRA, for working as a team to develop the draft implementation plan.

Ms. Hardgrave, in response to an inquiry by Mayor Russell regarding section 4.3, stated the Cal-Am Seaside Basin Adjudication Compliance Project is intended to expedite, hopefully within the year, the delivery of water for phase one of the Aquifer Storage and Recovery (“ASR”) Project, well in advance of the Coastal Water Project time line. Director Leonard referred to section 4.1 and requested that wording be added to the last sentence of the first paragraph indicating that the increase from 1,000 acre feet per year (“AFY”) to 2,300 AFY is not insured until the CPUC EIR is adopted, approximately a year from now.

Attorney Sandra Dunn stated that the report is intended to update the Court on the status of the execution of contracts to implement the BMMP. She expressed her concern that if any modifications are being made to information previously submitted by Watermaster to the Court, those changes should be called out and explained in this current submittal. Ms. Ingersoll, in support of Ms. Dunn’s statement, offered the TAC to work with attorneys to prepare the report for Court submission.

Moved by Supervisor Smith, seconded by Director Leonard, and unanimously carried, to accept the Revised Draft Implementation Plan -Seaside Basin Monitoring and Management Program, with the addition to section 4.1, first paragraph, last sentence, of wording to

indicate that the increase is reliant upon adoption of the Coastal Water Project Environmental Impact Report by the California Public Utilities Commission, and to direct the TAC to work with legal counsel to insure that the Draft Implementation Plan is in a complete, acceptable format for submission to the Court on March 13, 2007.

B. Award contract for Phase I Implementation and Analysis to RBF Consulting and Monterey Peninsula Water Management District/Monterey County Water Resources Agency

Ms. Ingersoll directed the Board to Appendix A, page 17: *Phase 1 Budget Summary* and to page 18: *Table 2: Phase 1 Proposed Scope and Labor Budget Detail*. The total cost of Phase 1 is not to exceed \$483,367 for both contracts; RBF amount is \$390,071 and MPWMD amount is \$93,296. The actual contracts were not made available to the Board for review.

Ms. Ingersoll requested the Board consider adding a technical program manager to the Watermaster staff. Director Leonard requested that the discussion regarding a Watermaster technical project manager be agenzized for the next regular meeting and, additionally, that discussion includes the prospect of the Watermaster hiring legal counsel. Chair Rubio directed TAC to develop a project manager job description and costs, and for the Budget/Finance Committee to determine what the budget allows.

Chair Rubio inquired if the absence of a contract would affect the March 13, 2007 submittal. Attorney Freeman stated that the lack of a contract would not affect the submission on March 13th.

The Board discussed how the retention of a project manager might affect the scope of work and costs presented. Ms. Ingersoll stated that oversight by a Watermaster appointed individual would insure work is being performed as contracted and pointed out the potential administrative cost savings. Ms. Dunn stated that each of the contracts drawn up with RBF and MPWMD/MCWRA should include a detailed scope of work to insure no duplication of work occurs. Director Bruno brought to the attention of the Board that the combined Watermaster Monitoring and Management Budget Capital (\$150,000) and Operations (\$258,350) Funds reflect a total amount available of \$408,350, short of the \$483,367 needed for the contracts being considered. He suggested that when contracts are awarded that an assessment be levied at the same time to avoid encumbering contracts beyond what is available in the funds.

Moved by Director Turnbeau, seconded by Supervisor Smith, and unanimously carried, to direct staff to bring to the Board at a future meeting, based on the presented scope of work and budget summary, a contract with RBF Consulting not to exceed \$390,071 and a contract with MPWMD/MCWRA not to exceed \$93,296, for a combined total not to exceed \$483,367.

2. BUDGET/FINANCE COMMITTEE

No current reports.

VII. NEW BUSINESS

A. Declaration regarding the Unavailability of Artificial Replenishment Water for Water Year 2007

Per Ms. Dunn, at the beginning of the Water Year the Watermaster is directed to make a declaration whether or not replenishment water is available in that water year. If it is not available, producers cannot pump over the operating yield of the basin. Ms. Dunn reviewed the submitted *Seaside Basin Groundwater Account per Amended Decision*, the *Water Year 2006 Replenishment Assessment*, and the *Water Year 2007 Water Account*, the latter listing the operation yield, carry-over storage, and total available production for each pumping entity if there is no replenishment water available. ASR project replenishment is projected to be minor for 2007 (2 – 20 acre feet). Future replenishment will be used to offset Cal-Am's use of Carmel River Water and will not be applied to the basin account.

Moved by Supervisor Smith, seconded by Director Knight, and unanimously carried, to adopt a Declaration of Unavailability of Artificial Replenishment Water for Water Year 2007, the declaration being reflected in the minutes of the meeting, and a notice being sent out by the Watermaster CEO to each producer indicating its specific production allocation for Water Year 2007.

B. Credit Toward Replenishment Assessment

Ms. Dunn addressed the Board citing a provision in the Court decision to allow for Cal-Am to bring costs of water supply augmentation to the Watermaster for a replenishment assessment credit. She suggested that a Watermaster committee develop a procedure to substantiate requests for reduction of replenishment assessment obligation. Mr. Freeman suggested referring agenda items B and E to an administrative committee to look at the credit balance presented by Cal-Am and develop criteria based on the judgment to make a recommendation back to the Watermaster Board as to the validity of the credit request. Director Knight noted that Cal-Am's augmentation credit request was based on a set formula. Ms. Dunn explained that there are different methods of accounting for different types of water augmentation.

Moved by Director Bruno, seconded by Director Turnbeau, and unanimously carried, to refer to the Watermaster Budget/Finance Committee the development of criteria implementing Section III. M. 1. D of the Judgment – Credit Toward Replenishment Assessment, and for the Committee to review the credit request by California American Water of \$465,252 against Water Year 2006 Replenishment Assessment for replenishment water jointly made available through MPWMD and California American Water's pilot ASR project, and make recommendations to the Board at its next regular meeting.

C. Amended Rules and Regulations

Ms. Dunn stated that two additions to the Rules and Regulations were made: page 8 6.5.1 relating to the calculation of the assessment for production over natural safe yield; and page 11 11.1 water metering devices to be used for reporting water production within the basin. Mayor Pendergrass, a member of the Rules and Regulations Committee, pointed out that the committee included the headings for these two items, but intentionally left the wording out until such time as an agreement was reached on each subject, which is now the case.

Moved by Director Knight, seconded by Director Bruno, and unanimously carried, to adopt the amended Rules and Regulations of the Seaside Groundwater Basin Watermaster as presented.

D. Timeline of Meaningful Future Events

Ms. Dunn stated that the CEO developed the timeline format and that legal counsel should review it carefully for accuracy and consistency with the BMMP and the implementation plan. Chair Rubio directed the TAC and legal counsel to review the information with the CEO. Director Knight requested that on page two where annually and quarterly reporting is noted, include by what date. Director Bruno noted under *Other Critical Dates*, that the definitive date be indicated as to when each alternative producer has to choose whether or not to switch to standard production. Director Costa requested that pertinent imminent dates from the timeline be included in each newsletter that the CEO has commenced distribution of. Chair Rubio directed staff to make the suggested changes and bring the timeline back to the Board at its next meeting.

E. Credit to California American Water of \$465,252

Addressed under agenda item B.

F. Report to Court by March 13, 2007

Ms. Dunn stated that the draft court filing provided to the Board needs to be modified to include the Draft Implementation Plan that was presented today, and review is necessary to insure that the information is consistent and in a format acceptable to the Court.

Moved by Director Leonard, seconded by Director Bruno, and unanimously carried, to direct the Executive Officer to work with the Technical Advisory Committee and legal counsel to modify the report and distribute the final draft to the Watermaster Board of Directors and interested parties for final review prior to submission to Court on March 13, 2007, with the completed, full report to be presented to the Board at the next regular meeting,

IX. STAFF INFORMATIONAL REPORTS

A. Agreement Between the Seaside Basin Watermaster and Martin B. Feeney for Professional Services to Implement the Seaside Groundwater Basin Watermaster Seawater Sentinel Monitoring Wells Work Plan

The Board received the contract as informational.

X. DIRECTOR'S REPORTS

Director Turnbeau commended Ms. Ingersoll for exemplary performance as Chair of the Technical Committee.

XI. NEXT MEETING DATE – APRIL 4, 2007, LOCATION TO BE DETERMINED AND ALL WILL BE NOTIFIED BY EMAIL.

XII. There being no further business, Chairman Rubio adjourned the meeting at 3:10 p.m.

DRAFT

ITEM - VI

CONSENT CALENDAR

ITEM VI.A.
04/18/07

**SEASIDE GROUNDWATER BASIN
WATERMASTER**

TO: Board of Directors
FROM: Dewey D Evans, CEO
DATE: April 18, 2007
SUBJECT: Payment of March, 2007 Bills

PURPOSE:

Pay for services and supplies needed to conduct Watermaster monthly business

RECOMMENDATION:

Consider approving the payment of bills listed on the attached schedule.

COMMENTS:

Contract Compensation—For the period from February 25, 2007 through March 24, 2007 a total of 75 billable hours were recorded working directly on Watermaster related business. During this period there was one Board meetings to prepare for with all the related staff reports, coordination of reports from others and meetings to attend. The major focus of this billing period was the preparation, coordination and transmitting the “Report on Status of Consultant to Oversee Implementation of the Monitoring and Management Program” to the Superior Court which was due on or before March 13, 2007. Preparation and transmitting 2nd newsletter to Board members, updating all mailing lists and coordinating lists with legal counsels.

Reimbursables—Direct expenditures that are being requested to be reimbursed for are: rent of office space at 2600 Garden Road, Suite 228 for the month of April, 2007. Administrative support for the recording and transcribing of Board minutes, data entry into QuickBooks, preparation of timeline requested by Board other reports and research on various Watermaster matters. Monthly telephone and internet services for the month, long distance telephone calls, purchase of printer ink cartridges and postage for certified mailing costs.

FISCAL IMPACT:

Payment of bills reduces the adopted budgeted amounts in the Administrative Fund by a total of \$7,707.83.

Thanks, Dewey

**SEASIDE GROUNDWATER BASIN
WATERMASTER
March, 2007**

Request for Payment of Bills

Request for Payment:

Contract Compensation:

Chief Executive Officer—Dewey D Evans
75 hours—February 25 through March 24, 2007
At \$75.00 per hour-- \$5,625.00

Reimbursables:

Pay to Dewey D Evans for personal expenses paid on behalf of
Watermaster program:

Office rental-2600 Garden Road, Suite 228 (April, 2007) \$280.00

Administrative Support—Preparation of Board meeting minutes
and other general administrative support 1,625.00

Telephone and Internet Services (March) 104.60

Computer paper and ink cartridges 37.52

Office supplies 32.92

Postage (certified mail) 2.79

Total Reimbursables \$2,082.83

ITEM - VII

OLD BUSINESS

ITEM – VII.A.1.

**BUDGET/FINANCE
COMMITTEE**

**SEASIDE GROUNDWATER BASIN
WATERMASTER**

**ITEM NO: VII. A.1.A)
MEETING DATE: 04/18/07**

STAFF REPORT

TO: Board of Directors

FROM: Laura Dadiw, Assistant to the CEO

DATE: April 18, 2007

SUBJECT: Adjustment to California American Water 2006 Water Year
Replenishment Assessment

PURPOSE

Respond to a request by California American Water (Cal-Am) for an adjustment to an overcharge of the Replenishment Assessment levied by Watermaster for Water Year 2006.

RECOMMENDATION

Consider approval of a \$465,648 adjustment to 2006 Replenishment Assessment for California American Water based on recharge of 411.35 acre feet of water into the Seaside groundwater basin by Cal-Am during Water Year 2006.

COMMENTS

The Watermaster Budget/Finance Committee, at its March 27, 2007 meeting, determined that, upon third party confirmation of the 2006 basin recharge claimed by Cal-Am, that the adjustment request be granted to Cal-Am by Watermaster. Subsequently, a third party confirmation letter by Mr. Joe Oliver, Hydrologist for Monterey Peninsula Water Management District, established that Cal-Am did indeed recharge 411.35 acre-feet of water into the Seaside groundwater basin during Water Year 2006.

FISCAL IMPACT

The 2006 Water Year Replenishment Assessment adjustment to Cal-Am will result in reduced Replenishment Assessment revenue for 2006. The original assessment to Cal-Am was \$2,106,000 for Water Year 2006, this credit of \$465,648 means that the adjustment Replenishment Assessment for Water Year 2006 is now \$1,640,352

ATTACHMENTS

Third party confirmation letter from Mr. Joe Oliver, MPWMD



**MONTEREY PENINSULA
WATER MANAGEMENT DISTRICT**

5 HARRIS COURT, BLDG. G
POST OFFICE BOX 85
MONTEREY, CA 93942-0085 • (831) 658-5600
FAX (831) 644-9560 • <http://www.mpwmd.dst.ca.us>

March 30, 2007

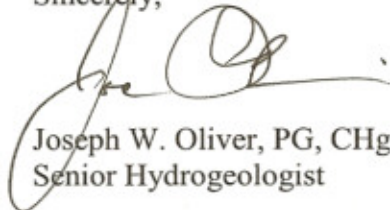
Dewey D. Evans
Chief Executive Officer
Seaside Basin Watermaster
2600 Garden Road, Suite 228
Monterey, California 93940

**Subject: Water Year 2006 Diversions from the California American Water
Distribution System to Injection in the Seaside Groundwater Basin**

Dear Mr. Evans:

This letter is to provide written verification of the amount of water diverted from the Carmel River portion of the California American Water (CAW) distribution system for injection and storage in the Seaside Groundwater Basin during Water Year (WY) 2006. During the **WY 2006** recharge season from January through May 2006, a total of **411.35 acre-feet** was diverted for injection at the Monterey Peninsula Water Management District's (MPWMD's) Santa Margarita Test Injection Well #1, located near the intersection of General Jim Moore Boulevard and Eucalyptus Road in Seaside. The water diversion to the Seaside Basin in WY 2006 was part of an Aquifer Storage and Recovery (ASR) test program conducted jointly by the MPWMD and CAW, under a temporary water right permit issued to the MPWMD by the State Water Resources Control Board. The quantity diverted was measured by the MPWMD via an approved water meter flow measurement device located at the ASR test facility. Please do not hesitate to call me at (831) 658-5640 with any questions or if additional information is needed.

Sincerely,



Joseph W. Oliver, PG, CHG
Senior Hydrogeologist

**For SEASIDE GROUNDWATER BASIN
WATERMASTER**

**ITEM NO: VII. A. 1. B)
MEETING DATE: 04/18/07**

STAFF REPORT

TO: Board of Directors
FROM: Laura Dadiw, Assistant to the CEO
DATE: April 18, 2007
SUBJECT: Seaside Groundwater Basin Watermaster Web Site

PURPOSE

Establish a web site for public access to Seaside Groundwater Basin Watermaster information.

RECOMMENDATION

Consider approval of a Seaside Basin Watermaster Web Site to make available to the interested parties a library of public documents, a dynamic calendar of Board and committee meeting times and agendas, and a roster of Board members and staff with associated e-mail address links.

COMMENTS

The establishment of a web site would offer a place to store digital documents related to Watermaster such as: Adopted Rules and Regulations, Judgment Decision and later amendments, adopted Monitoring and Management Program, Annual Budgets for all Funds, latest Financial Statements, Board minutes, Board agendas.

The site would consist of four pages: 1) a Home page, 2) a Library page with posted digital documents and recordings, 3) a Calendar page listing upcoming meeting dates and times, and 4) a Board and staff roster page with associated e-mail address links.

Initial costs are estimated at \$300 for development, which would include four pages with links, and \$190 annually for hosting and registration of the site. Maintenance of the site is \$75 per hour estimated at one hour per month from May through December 2007 for a total of \$600 in maintenance costs for the remainder of the administrative calendar year .

Upon approval, the web site could be up and functional with many of the documents posted within one week.

FISCAL IMPACT

The estimated annual cost of \$1,090 can be paid for out of the existing budget with no additional funds being requested.

ATTACHMENTS

None

SEASIDE GROUNDWATER BASIN
WATERMASTER

STAFF REPORT

TO: Board of Directors
FROM: Dewey D Evans, Chief Executive Officer
DATE: April 18, 2007
SUBJECT: Increasing Financial Assessments and Modifying Fiscal Year 2007 Budgets

PURPOSE

Modify Budgets and Increase Assessments to recognize desired and needed managerial and oversight changes needed in Watermaster operations.

RECOMMENDATION

Consider approving additional assessments and modifying budgets in Administrative Fund and Monitoring and Management – Operations Fund budgets to recognize increased work requirements and the need for a part time contractual position to manage and oversee the adopted Seaside Basin Monitoring and Management Program contracts. **Recommended assessments are for \$27,150 for the Administrative Fund and \$300,000 for the Monitoring and Management – Operations Fund** have been discussed with the **Budget/Finance Committee and they recommend approval.** A detailed summary of the assessments are summarized as follows:

	<u>Administrative</u>		<u>Monitoring and Management</u>		<u>Total</u>
California American Water	83.0%	\$22,535	91%	\$273,000	\$295,535
City of Seaside	14.4	3,909	7	21,000	24,909
City of Sand City	2.6	706		-	706
Granite Rock		-	1	3,000	3,000
D.B.O. Development No. 27		-	1	3,000	3,000
Totals	<u>100.0%</u>	<u>\$27,150</u>	<u>100.0%</u>	<u>\$300,000</u>	<u>\$327,150</u>

DISCUSSION

1) Administrative Fund – Additional Assessment and Budget Increase of \$27,150

The suggested **Administrative Fund increase of \$27,150** for the remainder of this fiscal year ending December 31, 2007 is due to the increase in the number of hours necessary to adequately cover the current work load. It has been very clear that the administrative work load has been increasing steadily ever since the CEO was hired in August, 2006. The CEO has been averaging 76 billable hours a month with a high during the month of February of 96.5 hours. The budget when developed estimated about 67 hours a month. A more realistic number for the remainder of this year is 80 hours a month or a little less than 20 hours a week. This translates to a requested **increase of \$13,000 for the remainder of this fiscal year, 2007.**

Administrative support time was originally estimated for the year at \$8,000 to cover the cost of taking, transcribing and formalizing the monthly minutes of the Board. In actuality, the minutes have been only a portion of the time needed to assist in the preparation of the monthly, and sometimes more often, Board meetings. In addition, to the Board minutes, it has been necessary to rely on assistance with the preparation of the Board agenda, various documents, computer support and a host of other items. I'm **requesting an increase in administrative time to 10 hours per week** for the remainder of this fiscal year. When taking into consideration the amount spent to date, the current adopted budget and the **amount needed to complete the current fiscal year the requested amount is \$14,150.**

The increase of \$13,000 for the CEO amounts to an increase of 173 billable hours for the remainder of this fiscal year or approximately 19 hours a month. The \$14,150 for the administrative support amounts to an increase of 283 billable hours or approximately 31 hours a month. The total of \$27,150 increase in the 2007 Fiscal Year Administrative Budget should be sufficient to complete this fiscal year.

This requested increase when looked at over an entire fiscal year or 12 months equates back to an annual administrative budget of approximately \$125,000.

2) Monitoring and Management – Operations Fund—Additional Assessment and Budget Increase of \$300,000

The recommended **increase in the Monitoring and Management – Operations Fund of \$300,000** for the remainder of this fiscal year is necessary to provide adequate funding for the three contracts that are on this agenda that implement the first phase of the adopted Seaside Basin Monitoring and Management Program and the hiring of a part time position to oversee those contracts.

The three contracts under consideration on this agenda total \$486,215. In addition, there is a consideration to hire a part time person to oversee the management of those contracts which is estimated

to cost another \$64,000. The total for these four items is \$550,215 which is \$222,023 more than is available in the Monitoring and Management – Operations Fund budget.

In order to adequately fund these considerations and have a prudent reserve amount to cover any reasonable change orders or small unpredictable charges I recommend an assessment of \$300,000.

FISCAL IMPACT

The fiscal impact of the above recommendation and discussion have been thoroughly discussed in the report.

ATTACHMENTS

None

Thanks, Dewey

ITEM – VII.A.2.

**TECHNICAL
COMMITTEE**

**SEASIDE GROUNDWATER BASIN
WATERMASTER**

STAFF REPORT

TO: Board of Directors
FROM; Dewey D Evans, Chief Executive Officer
DATE: April 18, 2007
SUBJECT: Creating and Establishing a Part Time Position (Technical Project Manager)

PURPOSE:

Create a new part time position to oversee and manage the contracts implementing Phase 1 of the adopted Seaside Basin Monitoring and Management Program.

RECOMMENDATION:

- 1) Consider **creating and hiring a part time contractual “Technical Project Manager”** to manage and oversee the activities associated with the Watermaster’s Seaside Basin Monitoring and Management Program (SBMMP).
- 2) Consider **approving the job description** for the position of “Technical Project Manager”.
(attached)

The Watermaster Technical Committee (TAC) and the Watermaster Budget/Finance Committees have discussed and support these recommendations.

DISCUSSION:

With the ever increasing work load associated with trying to manage and oversee the adopted Seaside Basin Monitoring and Management Program the Watermaster’s Technical Committee requested that the Board consider retaining a qualified consultant that could act as an advisor to the Technical Committee and the Watermaster Board of Directors.

The Technical Committee appointed a sub-committee (Tom Bunosky, California American Water; Joe Oliver, Monterey Peninsula Water Management District; and Les Turnbeaugh, City of Monterey) to prepare a job description which specifically included a thorough description of the job duties, an overview of the essential and ancillary functions, as wells as the ideal qualifications to adequately

handle the job. The sub-committee was also tasked with recommending an adjustment to the proposed contracts with RBF Consulting, Monterey Peninsula Water Management District (MPWMD) and Monterey County Water Resources Agency (MCWRA) to recognize the transfer of duties to the newly recommended position of Technical Project Manager.

The sub-committee prepared a recommended job description, (copy attached) and agreed that the position should initially be a part time contractual position recommended at 20 hours per week with a suggested compensation of \$100 per hour. The recommendation was that a budget adjustment be made to allow for an addition of \$64,000 to the Monitoring and Management - Operation Fund budget for the remainder of this 2007 fiscal year ending December 31, 2007, (\$100 per hour x 20 hours per week x 32 weeks = \$64,000). The sub-committee also identified a little more than \$75,000 of managerial duties that could be transferred from the proposed contracts to the duties of the recommended position if someone could be hired and start immediately.

The Watermaster Budget/Finance Committee met on Monday, April 9th and agreed to recommend to the Board to consider hiring the position and suggested that while recruiting for the position that the proposed contracts with RBF Consulting, MPWMD and MCWRA should be awarded for the original proposed amounts; (RBF Consulting, \$390,071; MPWMD, \$76,080 and MCWRA of \$20,064, with a "not to exceed" clause added so that the contracts can be adjusted when some of the duties can be transferred to the new position.

Attached to this staff report is a recommended job description that was prepared by the Watermaster Technical Committee's sub-committee and endorsed by both the Watermaster Technical Committee and the Watermaster Budget/Finance Committee

In summary, the Watermaster Technical and Budget/Finance Committees agree that hiring a part time contractual position of "Technical Project Manager" is highly desirable and recommended that the Board of Directors should consider approving the position.

FISCAL IMPACT:

The fiscal impact of approving and hiring this recommended position would require an initial assessment of approximately \$64,000 to adequately fund the recommended compensation level for the remainder of this fiscal year. There maybe additional funding needs later when the position is filled and other costs are identified.

A funding consideration was presented and recommended on this agenda under **ITEM NO. VII.A.1.C).**

If additional information or clarification is needed please let me know.

Thanks, Dewey

SEASIDE GROUNDWATER BASIN

WATERMASTER

TECHNICAL PROJECT MANAGER

*Class specifications are intended to present a descriptive list of the range of duties performed by incumbent in this position. Specifications are **not** intended to reflect all duties performed within the job.*

DEFINITION

The Technical Program Manager directs, manages, and oversees activities associated with the Watermaster's *Seaside Basin Monitoring & Management Program (SBMMP)*. Responsibilities include developing and administering contracts, tracking budgets and schedules for technical consultants retained by the Seaside Basin Watermaster. Serves as advisor to the Watermaster Technical Advisory Committee (TAC) on matters relating to the SBMMP. In addition, the Technical Program Manager is responsible for identifying future tasks necessary and reporting on the progress of SBMMP activities to the Watermaster Board. Performs other technical tasks as assigned in support of the Watermaster.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the Watermaster Chief Executive Officer (CEO).

Exercises supervision over retained support personnel (i.e., technical consultants).

Responsible for providing direction to Watermaster support staff to facilitate implementation of assigned tasks.

ESSENTIAL AND ANCILLARY DUTIES

The following are anticipated typical duties for this position. Incumbent may not perform all of these duties and/or may perform similar related duties not listed here:

Essential Functions:

1. **Retain technical consultants in support of SBMMP;** develop requests for Statements of Qualifications (SOQs) and Requests for Proposals (RFPs) and oversee process for selection of technical consultants; prepare and administer technical consultant contract agreements; track consultant project budgets and schedules; review and authorize consultant invoices; assist in preparation of technical bid documents, as appropriate.
2. **Direct, manage and oversee technical work conducted in support of SBMMP;** ensure compliance of work products with SBMMP and court judgment; review and check engineering drawings, plans, and specifications; meet with consultants to identify and resolve problems; establish and maintain priorities for consultants' assigned tasks; review, edit and evaluate consultant deliverables and TAC work products, as appropriate.
3. **Monitor and evaluate the efficiency and effectiveness of SBMMP tasks;** propose SBMMP revisions and alternatives, and provide updates to SBMMP, as appropriate, to address future priorities, budgets and schedule needs; participate in the forecast of funds needed for future support, equipment, materials and supplies.

**SEASIDE GROUNDWATER BASIN WATERMASTER
Technical Program Manager (Continued)**

4. **Serve as advisor to the Watermaster TAC;** assist TAC chair in organizing meetings, setting agendas, preparing meeting minutes, and reporting TAC recommendations to the Watermaster Board; prepare written TAC reports; coordinate TAC member assignments; attend TAC and other Watermaster committee and board meetings as directed by Watermaster CEO.
5. **Coordinate assigned work with Watermaster CEO;** provide responsible staff assistance on SBMMP tasks as assigned by Watermaster CEO; provide support to CEO to ensure compliance with Watermaster scheduling requirements, including quarterly, annual and periodic reporting; assist CEO in developing replenishment assessments and policies for future modified administrative procedures.

Ancillary Functions:

1. Prepare correspondence in support of TAC and Watermaster.
2. Respond to public inquires regarding technical activities of Watermaster.
3. Coordinate with outside agencies and jurisdictions on technical activities of Watermaster.
4. Conduct special assignments as directed by Watermaster CEO.
5. Perform related duties and responsibilities as required.

QUALIFICATIONS

The following are anticipated typical attributes for the ideal candidate for this position. Incumbent may not be required to possess all of these attributes, and/or may possess other desired attributes not listed here:

Knowledge of:

Operational characteristics, services and activities of water resources and engineering programs.
Civil engineering principles and practices related to the design, construction, operation and maintenance of water supply facilities.
Principles and practice of hydrogeology, hydraulics and groundwater wells.
Terminology, methods, practices and techniques used in technical report preparation.
Principles and practices of program development and administration.
Principles and practices of budget preparation and administration.
Mathematics as applied to water resources engineering analysis and design.
Methods and techniques of cost estimating.
Contract administration and negotiation.
Computers and software pertinent to the conduct of water resources related work.
Pertinent Federal, State, and local laws, codes and regulations.

Ability to:

Oversee and participate in committee meetings, board meetings.
Oversee, direct and coordinate the work of retained technical consultants.
Participate in the development and administration of program goals, objectives and procedures.
Prepare and administer large and complex budgets.
Prepare clear and concise technical reports.
Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
Research, analyze, and evaluate new methods and techniques.
Interpret and apply Federal, State and local policies, laws and regulations.
Communicate clearly and concisely, both orally and in writing.
Establish and maintain effective working relationships with those contacted in the course of work.

**SEASIDE GROUNDWATER BASIN WATERMASTER
Technical Program Manager (Continued)**

Maintain physical condition appropriate to the performance of assigned duties and responsibilities.
Effectively use and apply critical thinking skills.

Experience and Training Guidelines:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience

Five years of increasing responsible civil engineering or related water resources experience including three years of administrative and/or supervisory responsibility.

Training

Equivalent to a Bachelor's degree from an accredited college or university with major course work in civil engineering or a related water resources field; graduate level course work in engineering, public administration, environmental studies, or water resources management is desirable.

License or Certificate:

Possession of a valid certificate of registration as a professional Civil Engineer, Geologist, Engineering Geologist, Hydrogeologist in the State of California is desirable.

WORKING CONDITIONS

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environmental Conditions:

Office and field environment with some local travel to attend meetings; exposure to computer screens.

Physical Conditions:

Essential and ancillary functions may require maintaining physical condition necessary for sitting, walking and standing for prolonged periods of time; operating motorized vehicles.

Vision:

See in the normal visual range with or without correction; vision sufficient to read small print, computer screens and other printed documents.

Hearing:

Hear in the normal audio range with or without correction.

DRAFT DOCUMENT

ProgramManager_jobdescription_ver2_3apr07

ITEM NOS. VII. A. 2. (B C & D)
MEETING DATE: 04/18/07

**SEASIDE GROUNDWATER BASIN
WATERMASTER**

STAFF REPORT

TO: Board of Directors
FROM: Dewey D Evans, Chief Executive Officer
DATE: April 18, 2007
SUBJECT: Award of Contracts for Phase I – Implementation of the Seaside Basin Monitoring and Management Program

PURPOSE:

Consider awarding contracts to Implement the adopted Seaside Basin Monitoring and Management Program—Phase I

RECOMMENDATION:

Consider adopting the following contracts with:

RBF Consulting	\$390,071
MPWMD	76,080
MCWRA	<u>20,064</u>
Total	<u>\$486,215</u>

DISCUSSION:

The three contracts have been separately placed on the agenda for discussion purposes and ease in considering making the recommended awards.

FISCAL IMPACT:

The fiscal impact of approving and awarding the three contracts delineated above would require an additional assessment and budget adjusted as presented and recommended on this agenda under **ITEM NO. VII.A.1.C).**

ATTACHMENTS:

None

If additional information or clarification is needed please let me know.

Thanks, Dewey

ITEM NO. VII. A. 2. B).

CONTRACT

RBF CONSULTING

**AGREEMENT BETWEEN THE SEASIDE BASIN WATERMASTER AND RBF
CONSULTING FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is entered into this ____ day of _____ 2007, by and between RBF Consulting, hereinafter called "Consultant," and the Seaside Basin Watermaster, hereinafter called "Watermaster" or "Seaside Basin Watermaster."

SECTION I
SCOPE OF SERVICES

Watermaster hereby engages Consultant for the conduct and preparation of certain analyses, studies, and planning procedures as set forth in **Exhibit A**, Scope of Services.

SECTION II
COMPENSATION

A. **Fee Schedule**

Fees payable to Consultant for services specified herein shall be in accordance with the fee schedule in **Exhibit B**.

B. **Method of Payment**

Payment of fees shall be based on work completed, as documented in monthly billings submitted by Consultant. Work reports shall be rendered in accordance with the schedule shown in **Exhibit C**, Work Schedule. Payments are due and payable within thirty (30) days after receipt of each invoice subject to a finding by Watermaster that work performed has been satisfactory and that payment is for the work specified in **Exhibit C**, Work Schedule. Where Watermaster finds the work to be unsatisfactory, Watermaster shall describe deficiencies in writing to Consultant within ten (10) days. Twenty percent (20%) of the maximum payment shall be retained until submission of the final work product. The final invoice for work performed shall be submitted not later than sixty (60) days following completion of such work.

C. **Maximum Payment**

Payments to Consultant for services rendered and expenses incurred under this Agreement shall not exceed \$390,071.

SECTION III
INSPECTION OF WORK

Authorized representatives of Watermaster shall have access to Consultant's offices or other work location during normal business hours for the purpose of review and inspection of

work activities undertaken pursuant to this Agreement.

SECTION IV
OWNERSHIP OF PROJECT REPORT AND EQUIPMENT PURCHASED

All original documents, explanations of methods, maps, tables, computer programs, reports and other documents prepared under this Agreement and equipment purchased specifically for the project shall become the exclusive property of Watermaster. Consultant may retain copies for his/her own use.

SECTION V
TIME OF PERFORMANCE

Consultant shall begin work upon the effective date of this Agreement and shall complete all tasks described herein according to the schedule shown in **Exhibit C**, Work Schedule. Time is of the essence to this Agreement, and failure to comply with this provision shall be a material breach of this Agreement.

SECTION VI
DELAY BEYOND CONSULTANT'S CONTROL

Consultant shall be excused for delay caused by acts or events beyond Consultant's reasonable expectation or control. Consultant shall be entitled to extensions of time for such delay only on written application to Watermaster within ten days after commencement of the delay.

SECTION VII
RESPONSIBILITIES

- A. Consultant represents that he/she has or will secure at his/her own expense all personnel, materials, and related services required to perform the services under this Agreement. Consultant shall act as an independent consultant and not as an agent or employee of Watermaster. Consultant shall have exclusive and complete control over his/her employees and subcontractors, and shall determine the method of performing the services hereunder.
- B. Watermaster shall provide Consultant with all relevant data and studies in its possession without charge.
- C. Consultant and Watermaster staff shall coordinate and arrange for all meetings required to be held with other agencies or persons hereunder, unless otherwise specified in **Exhibit A**, Scope of Services.

D. Consultant shall be responsible for the reproduction of work produced by Consultant hereunder.

E. The officers, agents, and employees of Watermaster shall cooperate with Consultant in the performance of services under this Agreement without charge to Consultant. Consultant agrees to use such services insofar as feasible in order to effectively discharge his/her obligations hereunder and further agrees to cooperate with Watermaster's officers, agents and employees.

F. The Consultant agrees to indemnify, defend and save harmless Watermaster, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all consultants, subcontractors, materialmen, laborers and any other person, firm or corporation who may be injured or damaged by the willful misconduct or negligent acts, errors, and/or omissions of the Consultant, Consultant's employees, or Consultant's subcontractors or subconsultants in the performance of this Agreement.

SECTION VIII INSURANCE

A. The Consultant shall procure, purchase at his/her expense and maintain in full force and effect such insurance as will protect it from claims, damages, losses, liability, costs, and expenses as set forth herein which may arise out of or result from or in any way connected with the Consultant's activities, work, services, and/or operations performed by the Consultant under this Agreement, whether such activities or operations be by itself or by any subcontractor or by any sub-subcontractor or by anyone directly or indirectly employed by any of them, or by anyone else for whose acts the Consultant or any of them is or may be liable. The procurement and maintenance by the Consultant of policies required under this Contract shall not relieve, limit or satisfy Consultant's obligation to indemnify, defend and save harmless Watermaster, its officers, directors, agents and employees.

B. Consultant represents that he/she will, prior to commencement of work pursuant to this Agreement, name and endorse on to his/her Comprehensive General Liability insurance policy Watermaster as "an insured" with respect to liability arising out of the activities, services, operations or work negligently performed by Consultant for Watermaster (ISO form CG 20 09 11 85 or its equivalence). Consultant shall obtain and keep in full force and effect insurance policies and in appropriate limits as specified by the Insurance Requirements (**Exhibit D**) and shall require any subcontractor or sub-subcontractor to provide evidence of similar liability insurance coverages.

C. Consultant shall add to his/her Comprehensive General Liability insurance policy a severability or interest clause or such similar wording if his/her policy does not automatically have this clause already written into it. Such language shall be similar to: "The insurance afforded applies separately to each insured against whom claim is made or suit is brought, including claims made or suits brought by any person included within the persons insured provision of this insurance against any other such person or organization."

D. All policies carried by Consultant shall contain a provision or be endorsed to state that coverage as respects to Watermaster shall not be suspended, voided, canceled or non-renewed except after the insurance company has given to Watermaster at least forty-five (45) days prior written notice to the address shown below prior to any such termination of coverage becomes effective.

E. Consultant shall, on all policies or coverages required to be carried by Consultant pursuant to this contract, give to Watermaster forty-five (45) days prior written notice by certified mail, return receipt requested, to the address shown below notification of any limitations, reductions or material change in coverage or in limits available.

F. Prior to the execution of the contract, Consultant shall file with Watermaster certificates of insurance of coverage actually in force that is required to be carried by Consultant pursuant to this Section VII and Insurance Requirements (Exhibit D). With respect to each renewal or replacement of any such insurance, the requirements of this paragraph must be complied with not less than forty-five (45) days prior to the expiration or cancellation of the policy being renewed or replaced.

G. All insurance policies carried by or available to Consultant shall be primary and not excess nor contributing with any insurance issued to or available to Watermaster. Any insurance or self-insurance maintained or carried by Watermaster shall be excess of the Consultant's insurance and shall not participate in nor contribute with such insurance carried by or available to Consultant. Watermaster will not be responsible for any payment of premiums due as a result of compliance with the terms and conditions of the insurance requirements. The cost of such insurance shall be borne solely by the Consultant.

H. In the event Consultant elects to utilize existing policies to meet insurance requirements specified herein for comprehensive general liability and or professional errors and omissions coverages, Consultant shall provide an accurate history of claims filed against either of those policies during the past twenty-four (24) months along with amounts paid and reserves outstanding.

I. Watermaster shall be under no duty either to ascertain the existence of or to examine such insurance policies or to advise Consultant in the event such insurance coverage does not comply with the requirements hereof. However, Watermaster may, at any time, and from time to time, inspect and copy any and all insurance policies, endorsements, certificates and correspondence required to be carried by Consultant pursuant to this Agreement.

SECTION IX CHANGES AND CHANGED CONDITIONS

If, during the course of the work herein contemplated, the need to change the Scope of Services or the time schedule should arise, for whatever reasons, whichever party first identifies such need to change shall notify the other party in writing (e-mail communication is acceptable). The representatives of the parties shall meet within seven (7) working days of the date of such

notice, to discuss the need for change so identified and to set the proposed action to be taken by the parties. A change in the Scope of Services may also result in a change in the compensation amount. Compensation changes shall be based upon the Consultant Fee Schedule (**Exhibit B**) attached hereto. Any changes agreed to shall be documented by duly executed amendments to this Agreement. Watermaster shall have the right to unilaterally remove any work items in the Scope of Services, after first complying with the notification and meeting requirements described above. Consultant. Consultant shall not have the right to remove or add work items, except by consent of Watermaster.

SECTION X TERMINATION

Watermaster may terminate Consultant's services at any time by written notice to Consultant at least thirty (30) days prior to such termination. Upon receipt of written notice from Watermaster that this Agreement is terminated, Consultant shall submit an invoice for an amount which represents the value of services actually performed to the date of said notice for which he/she has not previously been compensated. Upon approval of this invoice by Watermaster, Consultant shall be paid from the sum found due after having applied the provisions of Section II, Paragraph D of this Agreement, "Late Performance Penalty," where applicable, and MPWMD shall have no further obligation to Consultant, monetarily or otherwise.

SECTION XI SUB-CONTRACTING AND ASSIGNABILITY

Consultant shall not sub-contract any portion of the work required by this Agreement nor otherwise assign or transfer any interest in it without prior written approval of Watermaster. Watermaster consents to the sub-contracts that are specifically referenced in the exhibits to this Agreement.

SECTION XII DISCRIMINATION AND FAIR EMPLOYMENT

Attention is directed to Section 1735 of the California Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the government code and every Consultant for public works violating this section is subject to all penalties imposed by a violation of this chapter."

The Consultant shall not willfully discriminate against any employee or applicant for employment for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. The Consultant shall ensure that applicants and employees are treated without regard to their race, religious creed, color, national origin, physical disability, mental disability, medical condition, marital status or sex. Such action shall include, but not be limited to, the following: upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION XIII
INTEREST OF CONSULTANT

Consultant covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. For breach or violation of this warranty, Watermaster shall have the right to annul this Agreement without liability.

SECTION XIV
CONTINGENT FEES

Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company, or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gifts, or other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Watermaster shall have the right to annul this Agreement without liability, or at its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage, gift or contingent fee.

SECTION XV
DISPUTES

In the event of a dispute arising out of the performance of this Agreement either party shall, as soon as a conflict is identified, submit a written statement of the conflict to the other party. Within fifteen (15) working days of receipt of such a statement of conflict, the second party will respond and a meeting will be arranged not more than fifteen (15) working days thereafter to arrive at a negotiated settlement or procedure for settlement. If, within forty (40) working days from the initial filing of a statement of conflict an agreement cannot be reached, it is agreed that the dispute may be resolved in a court of law competent to hear this matter. This Agreement shall be construed in accord with California law and it is agreed that venue shall be in the County of Monterey. The prevailing party shall be awarded costs of suit, and attorneys' fees.

SECTION XVI
NOTICES

All communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at its respective address, as follows:

Watermaster: Seaside Basin Watermaster
 2600 Garden Road, Suite 228
 Monterey, CA 93940

Consultant: Michael Rudinica, Executive Vice President
 RBF Consulting
 14725 Alton Parkway
 Irvine, CA 92618-2027

SECTION XVII
AMENDMENTS

This Agreement together with **Exhibits A, B, C, and D** sets forth the entire understanding of the parties with respect to the subject matter herein. There are no other agreements expressed or implied, oral or written, except as set forth herein. This Agreement may not be amended except upon written amendment, executed by both parties hereto.

SECTION XVIII
ATTACHMENTS

The following exhibits attached hereto and referred to in the preceding sections are, by reference, incorporated herein and made an integral part of this Agreement:

- Exhibit A.** Scope of Services
- Exhibit B.** Consultant Fee Schedule
- Exhibit C.** Work Schedule
- Exhibit D.** Insurance Requirements

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the day and year first above written.

SEASIDE BASIN WATERMASTER

Dated: _____

By: _____

Dewey Evans
Watermaster Executive Officer

RBF CONSULTING

Dated: _____

By: _____

Michael Rudinica
Executive Vice President

FEDERAL TAX IDENTIFICATION NUMBER _____

EXHIBIT A

**RBF Consulting
Seaside Groundwater Basin
Monitoring and Management Program
Phase I Work Plan**

The Seaside Basin Monitoring and Management Program (MMP) was developed by the Seaside Basin Watermaster Technical Advisory Committee (TAC) and adopted on May 17, 2006, and revised on September 5, 2006, to comply with the decision entered in the Seaside Groundwater Basin Adjudication (California American Water v. City of Seaside, Monterey County Superior Court, Case Number M66343) (hereinafter referred to as Decision). The MMP contains several primary tasks: 1) Basin Monitoring Well Construction Program; 2) Comprehensive Basin Production, Water Level and Water Quality Program; 3) Basin Management Program; and 4) Seawater Intrusion Program.

Phase 1 - Management and Monitoring Program Implementation

The first phase of the MMP Implementation includes both the Coastal Sentinel Work Plan authorized by the Watermaster Board on January 31, 2007, as well as additional tasks in the MMP that have been identified as priorities and prerequisite activities to subsequent phases. A summary of these tasks is described below, and a detailed scope of work, budget and schedule is included as Appendix A.

Monitor Well Construction

The Seawater Sentinel Work Plan has been reviewed in combination with the additional MMP Phase 1 tasks as well as with the Coastal Water Project (CWP) Aquifer Storage and Recovery (ASR) program to evaluate the coverage of existing and proposed monitoring well network.

Comprehensive Basin Production, Water Level and Water Quality Monitoring Program

All tasks described under this portion of the MMP are recommended to be performed at this time, as the development of a consolidated database of both existing and new data related to water production, water levels and water quality will be critical to Basin management. This effort will also provide the data and analysis necessary to identify the need, if any, for additional monitoring wells as identified in the MMP.

During the development of this MMP Implementation Plan, the TAC acknowledged the concerns expressed by the Laguna Seca property-owners and the City of Del Rey Oaks. This work effort will include the investigation of existing production wells or new wells that can be added to the Watermaster's monitoring network at key locations to provide more effective monitoring in the Laguna Seca and Southern Coastal Sub areas of the basin. This work will include recommendations for improved ground water level and ground water quality monitoring, as a means to provide data to enhance the current understanding of hydrogeologic conditions in these areas, and to support planned future water resources evaluation and simulation modeling efforts.

Basin Management

The Basin Management Program in the MMP calls for an action plan to optimize the Natural Safe Yield (also referred to as Maximum Perennial Yield) within the Coastal and Laguna Seca sub areas of the basin. Supplemental water supply projects are critical to achieving this goal. In Phase 1, other supplemental supply projects will be also analyzed and the review of the existing water production, level and quality data will be instrumental in identifying the action plan strategy for Basin Management that will be further developed in Phase 2.

Under Phase 1, the decision was made by the Watermaster Committee to proceed with documentation of the “Durbin” model, in conjunction with Martin Feeney and Derrick Williams of Hydrometrics, the groundwater modeler on the RBF team. This model will provide an agreed upon model analysis for the Watermaster. Additional modeling needs will be determined during Phase 2 of the MMP Implementation Plan if key questions for Basin Management are identified that could be furthered through additional modeling.

Seawater Intrusion Contingency Program/ Establishing Baseline Seawater Intrusion

In addition to the monitoring planned for the proposed new sentinel wells, the Watermaster will continue to collect quarterly water quality data from the MPWMD existing coastal monitor wells under Phase 1 of the MMP. These data from the MPWMD coastal monitor wells will be instrumental in confirming baseline conditions and historical trends. Should seawater intrusion be detected at a coastal monitor or production well, steps will be implemented, following the protocols outlined in the MMP, to initiate the appropriate responsive actions

Based on the outcome of the Monitoring Well Construction Program and the Comprehensive Basin Production, Water Level and Water Quality Monitoring Program, the Seawater Intrusion Contingency Plan would be logically influenced by the Phase 1 data collection and analysis efforts. It is recommended that baseline water level contour mapping be prepared utilizing all available water level data, as well as developing baseline production data. Analyzing historical water quality data during Phase 1 serves two purposes: 1) it establishes baseline water quality; and 2) it identifies historical water quality trends.

Phase 2 - Management and Monitoring Program Implementation

Based on the results of the Phase 1 Monitoring Well Construction Program and the Comprehensive Basin Production, Water Level and Water Quality Monitoring Program, specific tasks for Phase 2 will be determined in the fourth quarter of 2007.

RBF Consulting
Seaside Groundwater Basin
Monitoring and Management Plan
Phase I Scope of Work

The following scope of work has been developed to perform tasks necessary to carry out 1) Basin Monitoring Well Construction Program; 2) Comprehensive Basin Production, Water Level and Water Quality Program; 3) Basin Management Program; and 4) Seawater Intrusion Program.

MANAGEMENT

M.1

Program Administration

M. 1. a. Program Management Plan

~~Preparation of a Project Management Plan to establish project goals and objectives, project description, scope of work, work breakdown structures, project organization, roles and responsibilities, contract and construction budgets, communications plan, quality plan, document control and data transfer plan, project controls, and billing procedures.~~

M. 1. b. Project Budget and Controls

Monthly invoicing, maintenance of internal budgets and schedules, management of subconsultants

M. 1. c. Assist with Board and TAC Agendas

~~The MPWMD team will closely coordinate with the RBF team, Watermaster staff and Technical Advisory Committee (TAC) representatives to ensure that needed Board and TAC agendas and report items are provided in a timely matter for meeting presentations.~~

M. 1. d. Preparation and Attendance of Meetings

The Project will require numerous meetings both internally and with outside governmental agencies and with the public. Appropriate members of the Team will attend the necessary meetings and prepare agendas and meeting minutes to facilitate the meetings. Planning and review meetings are assumed with the Watermaster 's technical staff and consultants for a budgeted period of 12 months. High-level meetings to present updates to the Watermaster Board are budgeted for 12 months. At key milestones, additional meetings will be held that are focused on technical issues and key findings.

M. 1. e. Prepare Board/ TAC Status Updates and Reports

Provide Watermaster with monthly status reports indicating project progress, costs incurred, contract and construction cost trends, and problem identification and resolution. Provide assistance to the TAC in preparing technical summary reports and technical memoranda for the Watermaster Board.

M. 1. f.

Peer Review of Documents and Reports

Assist TAC and Watermaster with peer reviews of documents and reports prepared by various Watermaster entities, as requested.

M. I. g. QA/QC

~~The MPWMD team will provide quality control and assurance for all program administration materials generated under the program.~~

~~Deliverables: Project Management Plan; Monthly Status Reports; Technical Data as required for Meetings~~

IMPLEMENTATION

I. 1. Monitor Well Construction

I. 1. a. Coordination with Monitor Well Implementation Program

Maintain coordination and consultation with Martin Feeney on development of Monitoring Well Construction Program.

I. 2 Comprehensive Basin Production, Water Level and Water Quality Monitoring Program

Consolidated Seaside Basin Groundwater Resources Database

Groundwater resource monitoring within the Seaside Basin is currently being conducted by numerous entities. The programs consist of: Groundwater Production Monitoring; Groundwater Level Monitoring; Groundwater Quality Monitoring; Surface Water Monitoring; and Precipitation Monitoring.

For successful implementation of the Seaside Basin Monitoring Program, pertinent historical basic groundwater resource data obtained from the above-mentioned programs needs to be consolidated into a database to allow more efficient organization and data retrieval. The consolidated database will allow for simple identification of differences and discrepancies of datasets compiled by the numerous entities. Data gaps will become evident as well. In addition, the consolidated database needs to allow pertinent groundwater data to be efficiently organized, managed and housed in a single location to facilitate: Ongoing data collection; Data storage and retrieval; Distribution of basic data to Watermaster members and interested parties; and, Preparation of annual and periodic reports to the Watermaster.

Characteristics of both existing wells and wells proposed as part of the Seaside Basin Monitoring Program will be notated in the database, including type, location, construction details and other pertinent information. MPWMD already maintains a groundwater database that contains some of the features described above.

Determine if the MPWMD database should be expanded or if a new database should be created. Assist the Watermaster in the review of the existing MPWMD groundwater database to help determine whether it is feasible and economical to incorporate both the historical data and the ongoing data to be collected as part of the Seaside Basin Monitoring Program.

Coordination with the Watermaster is required in order to verify the adequacy of the existing database and ensure data requirements are met. Completion of the enhancement or development of a consolidated database will allow the review of

the available groundwater resource data to determine discrepancies, differences, or data gaps.

Monitoring of Production Wells

As defined in Section D-5, Monitoring of Production Wells, of the RFP, the data to be collected by each owner and/or operator of inactive and active wells in the Basin shall be forwarded to the Watermaster for inclusion into the consolidated database.

I. 2. a. Basin Management Database Development

I. 2. a. 1. Coordination with Watermaster to Review Database.

~~I. 2. a. 1. 1 Review of MPWMD Database to Catalog Historical Data~~

~~Coordination with Watermaster to review adequacy of existing MPWMD database to consolidate, organize and manage historical groundwater resource data and existing well characteristics. Identify whether the existing database is sufficient to catalog the data to be reviewed as part of this Scope of Work. After review, additional Scope will be identified.~~

~~I. 2. a. 1. 2 Review of MPWMD Database To Catalog Ongoing Data Collection~~

~~Coordinate with Watermaster to review adequacy of MPWMD database to organize and manage ongoing groundwater data collection efforts and proposed well characteristics, as identified for Tasks 1 and 2. Identify whether the existing database is sufficient to catalog the ongoing data collection efforts and to archive proposed well characteristics. After review, additional Scope will be identified.~~

I. 2. a. 2. Develop Scope of Work to Enhance or Develop New Groundwater Resource Database

Upon the Watermaster's review of the existing groundwater resource database, draft and submit a Scope to either enhance the existing database, or develop a new consolidated database.

I. 2. a. 3. Create Basin Management Database

Under general direction and guidance from the MPWMD team, the Watermaster database will be formatted and generated to complement the features of the MPWMD's existing water resources database.

I. 2. a. 4. Populate Database with Data From All Sources

Under general direction and guidance from the MPWMD team, the Watermaster database will be populated with the existing data from all available sources, including the MPWMD's existing database, and all applicable data from Watermaster pumper entities, as well as other data available from miscellaneous sources.

I. 2. a. 5. Conduct Ongoing Data Entry/Database Maintenance

Under general direction and guidance from the MPWMD team, all newly- acquired data will be added to the Watermaster database as it becomes available, and any appropriate database structure modifications will be made as needed.

I. 2. b. Data Exchange and Collection

Incorporate ongoing groundwater monitoring data into the consolidated groundwater resource database. This will include the following subtasks:

I. 2. b. 1. Establish Agreements and Schedule

The MPWMD and RBF teams will closely coordinate to establish agreements and schedules for ensuring that all materials for Watermaster database development and ongoing maintenance are provided in an organized and timely manner for use by the Watermaster.

I. 2. b. 2. Establish Data Types, Formats

The MPWMD and RBF teams will closely coordinate to establish mutually acceptable data types and formats, which will provide the optimal benefit to the Watermaster for its recordkeeping and reporting purposes.

I. 2. c. Develop Data Archiving Procedures

Identify procedures for archiving collected field and electronic data.

I. 2. d. Develop Data QA/QC Procedures

Identify procedures for routine Quality Assurance/Quality Control of data collection program.

I. 2. g. Enhanced Monitoring Well Network Evaluation

Evaluate existing inactive production wells for possible inclusion with the existing and new monitoring well network. This will include the following subtasks:

I. 2. g. 2 Key Laguna Seca Subbasin Locations

Existing and potential new monitor well locations at identified key locations within and near the Laguna Seca Sub area of the basin will be evaluated through consultation with the MPWMD team, report and file research, contacts with existing Watermaster member entities, and field inspections.

I. 2. g. 3 Key Southern Coastal Sub basin Locations

Existing and potential new monitor well locations at identified key locations within and near the Southern Coastal Sub area of the basin will be evaluated through consultation with the MPWMD team, report and file research, contacts with existing Watermaster member entities, and field inspections.

I. 2. g. 4 Summary Technical Memorandum with Recommendations

Upon completion of the research and evaluation efforts, a summary technical memorandum with recommendations will be prepared and distributed for review and input by all Watermaster member entities.

I. 2. h. Laguna Seca Water Quality Investigation

As an additional component to the enhanced monitor well network evaluation, all available historical groundwater quality data sources in and near the Laguna Seca Sub area will be located in coordination with the MPWMD team, in order to evaluate and provide recommendations on enhancement of water quality monitoring that will facilitate future updated groundwater resources assessment of the Laguna Seca Sub area.

I. 3

Basin Management

I. 3. a. Supplemental Water Supplies

Brief review of supplemental water supplies will be conducted as warranted throughout the initial phase of the program. The effort devoted to this task is anticipated to increase once the consolidated database is developed and existing data is analyzed.

I. 4 Seawater Intrusion Contingency Plan/Establish Seawater Intrusion Baseline

Thorough, systematic, and appropriate analyses of groundwater data will allow us to identify, track, and mitigate seawater intrusion in the Basin. Seawater intrusion is a slow process, which can be impacted by ground water pumping that impacts ground water levels, and, in turn, affects ground water quality general mineral concentrations. Analyses that help identify seawater intrusion include: graphs of ground water levels, pumping and water quality trends; and maps representing these data using differentiated symbology. The final step is to evaluate the relationship that the pumping and water levels have on water quality.

- Time series of chloride concentrations.* Chloride concentrations are the most dependable and recognizable indicator of seawater intrusion. Time series graphs from a single well can show steady increases in chloride concentrations that indicate seawater intrusion.

- Time series of ionic ratios.* Typically, the molar ratio of sodium to chloride will often drop to near or below 0.85 in front of an advancing seawater wedge. Similarly, the molar ratio of calcium to sodium will rise in front of an advancing seawater wedge. These trends are due to the ionic exchange of sodium and calcium.

- Trilinear plots.* Plotting major anions and cations on trilinear plots can show if water quality data from a single well is migrating towards seawater quality. Water quality plotted on does not migrate along a simple mixing line on trilinear plots if intrusion is due to an advancing seawater front. Data from Salinas Valley, however, suggests that water quality often does plot along a simple mixing line if intrusion is due to flow through abandoned or non-operating wells. This can help identify the intrusion mechanism in various places.

- Time series of Stiff diagrams.* Plotting major anions and cations on stiff diagrams allows qualitative indication of seawater intrusion. Stiff diagrams are identified by their general shapes, each water type having a unique shape. A change in the shape of stiff diagrams may indicate seawater intrusion.

- Time series of Chloride concentration maps.* Maps of chloride concentrations show the movement of a seawater intrusion front into a basin. Individual maps must be produced for each aquifer. Of importance is that all maps be developed with a consistent approach, ensuring that changes in the maps represent changes in data, not changes in contouring algorithms. The data will be presented in a Geographic Information System (GIS).

For purposes of the Seawater Intrusion Contingency Program, until additional empirical data are developed and analyzed, the Seaside groundwater basin aquifers will be defined as seawater intruded when the chloride concentration in a coastal monitor well reaches approximately 100 mg/l and 250 mg/l for the Paso Robles and Santa Margarita aquifers, respectively. For a coastal production well, the standard will be 250 mg/l, given that some wells contain multiple aquifer formations that reflects a blend of these sources. These standards will be utilized until more comprehensive standards based on historical water quality data at individual monitor and production wells can be developed. The Watermaster will institute interim standards for notice of potential seawater intrusion so that appropriate preventive actions may be taken. Interim notice will be defined as 50 percent increase above ambient chloride concentrations for any specific monitoring well location.

In addition to establishing baseline chloride concentrations and monitoring chloride concentrations, other complimentary water quality parameters will be established and monitored to provide supplemental data for water quality trend analysis and characterization. Appropriate water quality parameters, data formats and data transfer procedures will need to be identified and coordinated.

I. 4. a. Oversight of Seawater Intrusion Detection and Tracking

~~MCWRA will provide general oversight over the Seawater Intrusion detection program.~~

I. 4. b. Develop Seawater Intrusion Analysis Protocol

The RBF team will coordinate with MCWRA to adapt the existing seawater intrusion analysis protocol utilized in the Salinas Valley Groundwater Basin for use in the Seaside Groundwater Basin.

I. 4. c. Prepare Baseline Water Level Contour Mapping

Under general direction and guidance from MCWRA, up-to-date baseline water level contour mapping will be prepared utilizing all available water level data from existing production and monitor wells, and proposed new dedicated coastal sentinel monitor wells.

I. 4. d. Prepare Mapped Representation of Baseline Basin Pumping

Under general direction and guidance from MCWRA, mapped representation of recent (i.e., baseline) groundwater production will be prepared utilizing symbology adapted from the Salinas Valley Groundwater Basin.

I. 4. e. Graph and Map Historical Data/Establish Baseline Water Quality

Analyzing historical water quality data serves two purposes: 1) It establishes baseline water quality; and 2) It identifies historical water quality trends. By relying on wells that are completed over short lengths, and in discrete aquifers to determine background water quality for various aquifers. Wells completed over many aquifers may show a hybrid water quality signature. Use multiple approaches to identify water quality trends. Produce chloride time series graphs, ionic ratio time series graphs, stiff diagrams, trilinear plots (with standard seawater identified), and chloride contour maps for the time periods identified in Task 5.2. Arcview GIS 3.3 will be utilized to generate chloride contour maps per the procedures outlined in the RFP. A preliminary analysis of the graphs and maps will be conducted to establish baseline water quality and identify trends. In particular, compare water quality trends with water levels, pumping data, and recharge data to interpret both the aerial and vertical distribution of seawater intrusion. The graphs, maps, and analyses will be submitted for review by the entire Watermaster Board. Modifications to these graphs and maps will be incorporated based on input from Board members.

I. 4. f. Analyze and Map Water Quality from Coastal Monitoring Wells

Immediately after the coastal monitoring wells are installed and sampled, update data analyses with the data from these wells. New chloride concentration maps will be produced incorporating the data from the coastal wells. Because these new maps are the first maps with all data points included, they will serve as the baseline for future comparison. Water quality data from the new coastal wells precludes developing time series graphs during Phase 1, however the water quality data will be compared to water quality from similar, nearby wells to identify potential seawater intrusion until new data becomes available from the Phase 1 Coastal Sentinel Well Work Plan.

I. 4. g. Annual Report - Seawater Intrusion Analysis

At the end of each water year, all water quality data will be re-analyzed. Semi-annual chloride concentration maps will be produced for each aquifer in the basin. Time series graphs, trilinear graphs, and stiff diagram comparisons will be updated with new data. The annual EM logs will be analyzed to identify changes in seawater wedge locations. All analyses will be incorporated into an annual report that follows the format of the initial, historical data report. Potential seawater intrusion will be highlighted in the report, and if necessary, recommendations will be included. The annual report will be submitted for review to the Technical Advisory Committee (TAC) and then to the entire Watermaster Board. Modifications to the report will be incorporated based on input, first from the TAC, then from Board members.

After the first annual report, analysis and reporting can be transferred to Watermaster Board or be extended, depending on the needs of the Watermaster Board.

EXHIBIT B

**Seaside Basin Monitoring and Management Program
PHASE 1 BUDGET SUMMARY**

Item	RBF Consulting
Labor Costs*	
M.1 Program Administration	\$80,900
I.1 Monitor Well Construction	\$14,471
I.2 Production, Water Level and Quality Monitoring	\$144,600
I.3 Basin Management	\$6,300
I.4 Seawater Intrusion Contingency Plan	\$88,800
<i>Subtotal</i>	\$335,071
Direct Costs (Martin Feeney)	
Reproduction, Mileage, Miscellaneous (RBF)	\$15,000
Durbin Model Documentation (RBF)	\$40,000
<i>Subtotal</i>	\$55,000
Total	\$390,071

**Seaside Basin Monitoring and Management Program
Proposed Scope and Labor Budget**

Task No.	Description	RBF										ASR Systems/ Pueblo Water Resources										Hydrometrics		
		Project Manager		Project Engineer		Designer		Subtotal per Task		Eng 7	Eng 6	Eng 5	HG 4	HG 3	CAD	Tech	Office Support	Subtotal per Task	HG	Staff	Subtotal per Task			
		\$220	\$160	\$120					\$187	\$181	\$155	\$143	\$114	\$70	\$88	\$68	\$141	\$110						
M. 1	Program Administration																							
M. 1. a.	Program Management Plan																							
M. 1. b.	Project Budgets and Controls	24	64				\$ 15,500														\$ 15,500			
M. 1. c.	Assist with Board and TAC Agendas																							
M. 1. d.	Preparation and Attendance of Meetings	40	64	80			28,700														\$ 28,700			
M. 1. e.	Prepare Board/ TAC Status Updates and Reports	40	64	80			28,700														\$ 28,700			
M. 1. f.	Peer Review of Documents and Reports	16	28				8,000														\$ 8,000			
M. 1. g.	QA/QC																							
	Subtotal Program Administration						\$ 80,900										\$				\$ 80,900			
I. 1.	Monitor Well Construction																							
I. 1. a.	Coordination with Monitor Well Implementation Program	16	24				7,360	16	8												\$ 7,111			
	Subtotal Monitor Well Construction Program						\$ 7,360														\$ 7,111			
I. 2.	Production, Water Level and Quality Monitoring																							
I. 2. a.	Basin Management Database Development																							
I. 2. a. 1.	Coordination with Watermaster to Review Database	30	64	96			28,400														\$ 28,400			
I. 2. a. 1. 1	Review of MPWMD Database to Catalog Historical Data																							
I. 2. a. 1. 2	Review of MPWMD Database to Catalog Ongoing Data Collection																							
I. 2. a. 2.	Develop Scope to Enhance or Develop New Database	8	20				5,000														\$ 5,000			
	Database Server Purchase																							
	Database Archiving Software Purchase																							
I. 2. a. 3.	Create Basin Management Database	40	120				20,800														\$ 20,800			
I. 2. a. 4.	Populate Database with Data from all sources	40	120				20,800														\$ 20,800			
I. 2. a. 5.	Conduct ongoing data entry/ database maintenance	12	72				10,600														\$ 10,600			
I. 2. b.	Data Exchange and Collection																							
I. 2. b. 1.	Establish Agreements and Schedule	8	36				7,500														\$ 7,500			
I. 2. b. 2.	Establish Data Types, Formats	8	36				7,500														\$ 7,500			
I. 2. c.	Develop Data Archiving Procedures	8	48				9,400														\$ 9,400			
I. 2. d.	Develop Data QA/QC Procedures	8	64				12,000														\$ 12,000			
I. 2. e.	Enhanced Monitor Network Evaluation																							
I. 2. e. 1.	Key Laguna Seca Subbasin Locations							4	4	8	16										\$ 5,000			
I. 2. e. 2.	Key S-Coastal Subbasin Locations							4	4	8	16										\$ 5,000			
I. 2. e. 3.	Summary Technical Memorandum with Recommendations							4	4	8	16										\$ 6,400			
I. 2. f.	Laguna Seca Water Quality Investigation							8	4	8	12										\$ 6,200			
	Subtotal Production, Water Level and Water Quality Monitor Program						\$ 122,000										\$ 22,600				\$ 144,600			
I. 3	Basin Management																							
I. 3. a.	Supplemental Water Supplies	4	16	24			6,300														\$ 6,300			
I. 3. b.	Durbin Model Development																							
	Subtotal Basin Management Program						\$ 6,300														\$ 6,300			
I. 4.	Seawater Intrusion Contingency Plan																							
I. 4. a.	Overview of Seawater Intrusion Detection and Tracking																							
I. 4. b.	Develop Seawater Intrusion Analysis Protocol																							
I. 4. c.	Prepare Baseline Water Level Contour Mapping	4	12	20			5,200														\$ 7,000			
I. 4. d.	Prepare Mapped Representation of Baseline Basin Pumping	4	12	20			5,200														\$ 7,000			
I. 4. e.	Graph and Map Historical Data/Establish Baseline Water Quality	4	12	40			7,600														\$ 13,200			
I. 4. f.	Analyze and Map Water Quality from Coastal Monitoring Wells	4	12	40			7,600														\$ 13,200			
I. 4. g.	Annual Report- Seawater Intrusion Analysis	4	20	24			7,000														\$ 21,400			
	Subtotal Seawater Intrusion Detection Program						\$ 32,600														\$ 88,800			
	Reproduction, Mileage, Reimbursable																							
	Total						\$ 249,160										\$ 29,711				\$ 335,071			

Notes: x- indicates work performed by M- indicates Management I- indicates Implementation

EXHIBIT C

EXHIBIT D

EXHIBIT D

INSURANCE REQUIREMENTS

- I. Consultant shall provide evidence of valid and collectible insurance carried for those exposures indicated by an "X".
- A. X Professional Liability Errors & Omissions
 - B. X Workers Compensation and Employers Liability
 - C. X Automobile Liability – "Any Auto – Symbol 1"
 - D. X Comprehensive General Liability, including Bodily Injury, Property Damage and Personal Injury
 - E. X Owners & Contractors Protective
 - F. Protection & Indemnity (Marine/Aviation)
- II. The minimum limit of protection provided by insurance policies for each of the coverages listed above shall be not less than \$1,000,000. The procurement and maintenance by the Consultant of the policies required to be obtained and maintained by Consultant under this contract shall not relieve or satisfy Consultant's obligation to indemnify, defend and save harmless the Seaside Basin Watermaster.
- III. Evidence of insurance carried shall be certificates of insurance for the current policies. The Seaside Basin Watermaster shall be listed as a certificate holder on the Consultant's Comprehensive General Liability insurance policy, and the policy must be endorsed to provide a forty-five (45) day prior written notice of cancellation.
- IV. The Seaside Basin Watermaster requires that all Consultants carry a commercial liability policy written on a broad comprehensive general liability form.
- A. Such protection is to include coverage for the following hazards, indicated by an "X":
 - 1. X Premises and Operations
 - 2. X Products and Completed Operations
 - 3. Explosion Collapse and Underground
 - 4. X Broad Form Blanket Contractual
 - 5. X Broad Form Property Damage
 - 6. X Personal Injury, A, B and C
 - 7. X Employees named as Persons Insured
 - 8. X Protective and/or Contingent Liability (O&CP)
 - B. The "Persons Insured" provision on each comprehensive general liability policy shall include as an insured the "Seaside Basin Watermaster, its officers, directors, agents and employees."
 - C. This policy shall contain a severability of interest clause or similar language to the following:

EXHIBIT B

“The insurance afforded applies separately to each insured against whom claim is made or suit is brought including claims made or suits brought by any persons included within the persons insured provision of the insurance against any other such person or organization.”

- D. All policies shall contain a provision that the insurance company shall give the Watermaster at least forty-five (45) days prior written notice mailed to the address shown below prior to any cancellation, lapse or non-renewal. The 45-day written notice must be shown on all certificates of insurance.
 - E. Certificates of insurance for the current policies shall be delivered by the Consultant to the Watermaster Executive Officer as verification that terms A, B, C and D have been met.
- V. All insurance correspondence, certificates, binders, etc., shall be mailed to:
- Seaside Basin Watermaster
2600 Garden road, Suite 228
Monterey, CA 93940
- VI. All policies carried by the Consultant shall be primary coverage to any and all other policies that may be in force. The Watermaster shall not be responsible for payment of premiums due as a result of compliance with the terms and conditions of the insurance requirements.
 - VII. All such policies of insurance shall be issued by domestic United States insurance companies with general policy holders' rating of not less than "B" and admitted to do business in the State of California. The policies of insurance so carried shall be carried and maintained throughout the term of this contract.

ITEM NO. VII. A. 2. C).

CONTRACT

MPWMD

AGREEMENT BETWEEN THE SEASIDE BASIN WATERMASTER AND MONTEREY PENINSULA WATER MANAGEMENT DISTRICT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into this ____ day of _____ 2007, by and between Monterey Peninsula Water Management District, hereinafter called "Consultant," and the Seaside Basin Watermaster, hereinafter called "Watermaster" or "Seaside Basin Watermaster."

SECTION I
SCOPE OF SERVICES

Watermaster hereby engages Consultant for the conduct and preparation of certain analyses, studies, and planning procedures as set forth in **Exhibit A**, Scope of Services.

SECTION II
COMPENSATION

A. **Fee Schedule**

Fees payable to Consultant for services specified herein shall be in accordance with the fee schedule in **Exhibit B**.

B. **Method of Payment**

Payment of fees shall be based on work completed, as documented in monthly billings submitted by Consultant. Work reports shall be rendered in accordance with the schedule shown in **Exhibit C**, Work Schedule. Payments are due and payable within thirty (30) days after receipt of each invoice subject to a finding by Watermaster that work performed has been satisfactory and that payment is for the work specified in **Exhibit C**, Work Schedule. Where Watermaster finds the work to be unsatisfactory, Watermaster shall describe deficiencies in writing to Consultant within ten (10) days. Twenty percent (20%) of the maximum payment shall be retained until submission of the final work product. The final invoice for work performed shall be submitted not later than sixty (60) days following completion of such work.

C. **Maximum Payment**

Payments to Consultant for services rendered and expenses incurred under this Agreement shall not exceed \$52,280.

SECTION III
INSPECTION OF WORK

Authorized representatives of Watermaster shall have access to Consultant's offices or other work location during normal business hours for the purpose of review and inspection of

work activities undertaken pursuant to this Agreement.

SECTION IV
OWNERSHIP OF PROJECT REPORT AND EQUIPMENT PURCHASED

All original documents, explanations of methods, maps, tables, computer programs, reports and other documents prepared under this Agreement and equipment purchased specifically for the project shall become the exclusive property of Watermaster. Consultant may retain copies for his/her own use.

SECTION V
TIME OF PERFORMANCE

Consultant shall begin work upon the effective date of this Agreement and shall complete all tasks described herein according to the schedule shown in **Exhibit C**, Work Schedule. Time is of the essence to this Agreement, and failure to comply with this provision shall be a material breach of this Agreement.

SECTION VI
DELAY BEYOND CONSULTANT'S CONTROL

Consultant shall be excused for delay caused by acts or events beyond Consultant's reasonable expectation or control. Consultant shall be entitled to extensions of time for such delay only on written application to Watermaster within ten days after commencement of the delay.

SECTION VII
RESPONSIBILITIES

- A. Consultant represents that he/she has or will secure at his/her own expense all personnel, materials, and related services required to perform the services under this Agreement. Consultant shall act as an independent consultant and not as an agent or employee of Watermaster. Consultant shall have exclusive and complete control over his/her employees and subcontractors, and shall determine the method of performing the services hereunder.
- B. Watermaster shall provide Consultant with all relevant data and studies in its possession without charge.
- C. Consultant and Watermaster staff shall coordinate and arrange for all meetings required to be held with other agencies or persons hereunder, unless otherwise specified in **Exhibit A**, Scope of Services.

D. Consultant shall be responsible for the reproduction of work produced by Consultant hereunder.

E. The officers, agents, and employees of Watermaster shall cooperate with Consultant in the performance of services under this Agreement without charge to Consultant. Consultant agrees to use such services insofar as feasible in order to effectively discharge his/her obligations hereunder and further agrees to cooperate with Watermaster's officers, agents and employees.

F. The Consultant agrees to indemnify, defend and save harmless Watermaster, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all consultants, subcontractors, materialmen, laborers and any other person, firm or corporation who may be injured or damaged by the willful misconduct or negligent acts, errors, and/or omissions of the Consultant, Consultant's employees, or Consultant's subcontractors or subconsultants in the performance of this Agreement.

SECTION VIII INSURANCE

A. The Consultant shall procure, purchase at his/her expense and maintain in full force and effect such insurance as will protect it from claims, damages, losses, liability, costs, and expenses as set forth herein which may arise out of or result from or in any way connected with the Consultant's activities, work, services, and/or operations performed by the Consultant under this Agreement, whether such activities or operations be by itself or by any subcontractor or by any sub-subcontractor or by anyone directly or indirectly employed by any of them, or by anyone else for whose acts the Consultant or any of them is or may be liable. The procurement and maintenance by the Consultant of policies required under this Contract shall not relieve, limit or satisfy Consultant's obligation to indemnify, defend and save harmless Watermaster, its officers, directors, agents and employees.

B. Consultant represents that he/she will, prior to commencement of work pursuant to this Agreement, name and endorse on to his/her Comprehensive General Liability insurance policy Watermaster as "an insured" with respect to liability arising out of the activities, services, operations or work negligently performed by Consultant for Watermaster (ISO form CG 20 09 11 85 or its equivalence). Consultant shall obtain and keep in full force and effect insurance policies and in appropriate limits as specified by the Insurance Requirements (**Exhibit D**) and shall require any subcontractor or sub-subcontractor to provide evidence of similar liability insurance coverages.

C. Consultant shall add to his/her Comprehensive General Liability insurance policy a severability or interest clause or such similar wording if his/her policy does not automatically have this clause already written into it. Such language shall be similar to: "The insurance afforded applies separately to each insured against whom claim is made or suit is brought, including claims made or suits brought by any person included within the persons insured provision of this insurance against any other such person or organization."

D. All policies carried by Consultant shall contain a provision or be endorsed to state that coverage as respects to Watermaster shall not be suspended, voided, canceled or non-renewed except after the insurance company has given to Watermaster at least forty-five (45) days prior written notice to the address shown below prior to any such termination of coverage becomes effective.

E. Consultant shall, on all policies or coverages required to be carried by Consultant pursuant to this contract, give to Watermaster forty-five (45) days prior written notice by certified mail, return receipt requested, to the address shown below notification of any limitations, reductions or material change in coverage or in limits available.

F. Prior to the execution of the contract, Consultant shall file with Watermaster certificates of insurance of coverage actually in force that is required to be carried by Consultant pursuant to this Section VII and Insurance Requirements (Exhibit D). With respect to each renewal or replacement of any such insurance, the requirements of this paragraph must be complied with not less than forty-five (45) days prior to the expiration or cancellation of the policy being renewed or replaced.

G. All insurance policies carried by or available to Consultant shall be primary and not excess nor contributing with any insurance issued to or available to Watermaster. Any insurance or self-insurance maintained or carried by Watermaster shall be excess of the Consultant's insurance and shall not participate in nor contribute with such insurance carried by or available to Consultant. Watermaster will not be responsible for any payment of premiums due as a result of compliance with the terms and conditions of the insurance requirements. The cost of such insurance shall be borne solely by the Consultant.

H. In the event Consultant elects to utilize existing policies to meet insurance requirements specified herein for comprehensive general liability and or professional errors and omissions coverages, Consultant shall provide an accurate history of claims filed against either of those policies during the past twenty-four (24) months along with amounts paid and reserves outstanding.

I. Watermaster shall be under no duty either to ascertain the existence of or to examine such insurance policies or to advise Consultant in the event such insurance coverage does not comply with the requirements hereof. However, Watermaster may, at any time, and from time to time, inspect and copy any and all insurance policies, endorsements, certificates and correspondence required to be carried by Consultant pursuant to this Agreement.

SECTION IX CHANGES AND CHANGED CONDITIONS

If, during the course of the work herein contemplated, the need to change the Scope of Services or the time schedule should arise, for whatever reasons, whichever party first identifies such need to change shall notify the other party in writing (e-mail communication is acceptable). The representatives of the parties shall meet within seven (7) working days of the date of such

notice, to discuss the need for change so identified and to set the proposed action to be taken by the parties. A change in the Scope of Services may also result in a change in the compensation amount. Compensation changes shall be based upon the Consultant Fee Schedule (**Exhibit B**) attached hereto. Any changes agreed to shall be documented by duly executed amendments to this Agreement. Watermaster shall have the right to unilaterally remove any work items in the Scope of Services, after first complying with the notification and meeting requirements described above. Consultant. Consultant shall not have the right to remove or add work items, except by consent of Watermaster.

SECTION X TERMINATION

Watermaster may terminate Consultant's services at any time by written notice to Consultant at least thirty (30) days prior to such termination. Upon receipt of written notice from Watermaster that this Agreement is terminated, Consultant shall submit an invoice for an amount which represents the value of services actually performed to the date of said notice for which he/she has not previously been compensated. Upon approval of this invoice by Watermaster, Consultant shall be paid from the sum found due after having applied the provisions of Section II, Paragraph D of this Agreement, "Late Performance Penalty," where applicable, and MPWMD shall have no further obligation to Consultant, monetarily or otherwise.

SECTION XI SUB-CONTRACTING AND ASSIGNABILITY

Consultant shall not sub-contract any portion of the work required by this Agreement nor otherwise assign or transfer any interest in it without prior written approval of Watermaster. Watermaster consents to any sub-contracts that are specifically referenced in the exhibits to this Agreement.

SECTION XII DISCRIMINATION AND FAIR EMPLOYMENT

Attention is directed to Section 1735 of the California Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the government code and every Consultant for public works violating this section is subject to all penalties imposed by a violation of this chapter."

The Consultant shall not willfully discriminate against any employee or applicant for employment for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. The Consultant shall ensure that applicants and employees are treated without regard to their race, religious creed, color, national origin, physical disability, mental disability, medical condition, marital status or sex. Such action shall include, but not be limited to, the following: upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION XIII
INTEREST OF CONSULTANT

Consultant covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. For breach or violation of this warranty, Watermaster shall have the right to annul this Agreement without liability.

SECTION XIV
CONTINGENT FEES

Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company, or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gifts, or other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Watermaster shall have the right to annul this Agreement without liability, or at its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage, gift or contingent fee.

SECTION XV
DISPUTES

In the event of a dispute arising out of the performance of this Agreement either party shall, as soon as a conflict is identified, submit a written statement of the conflict to the other party. Within fifteen (15) working days of receipt of such a statement of conflict, the second party will respond and a meeting will be arranged not more than fifteen (15) working days thereafter to arrive at a negotiated settlement or procedure for settlement. If, within forty (40) working days from the initial filing of a statement of conflict an agreement cannot be reached, it is agreed that the dispute may be resolved in a court of law competent to hear this matter. This Agreement shall be construed in accord with California law and it is agreed that venue shall be in the County of Monterey. The prevailing party shall be awarded costs of suit, and attorneys' fees.

SECTION XVI
NOTICES

All communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at its respective address, as follows:

Watermaster: Seaside Basin Watermaster
 2600 Garden Road, Suite 228
 Monterey, CA 93940

Consultant: David Berger, General Manager
 Monterey Peninsula Water Management District
 5 Harris Court, Building G
 PO Box 85
 Monterey, CA 93942-0085

SECTION XVII
AMENDMENTS

This Agreement together with **Exhibits A, B, C, and D** sets forth the entire understanding of the parties with respect to the subject matter herein. There are no other agreements expressed or implied, oral or written, except as set forth herein. This Agreement may not be amended except upon written amendment, executed by both parties hereto.

SECTION XVIII
ATTACHMENTS

The following exhibits attached hereto and referred to in the preceding sections are, by reference, incorporated herein and made an integral part of this Agreement:

- Exhibit A.** Scope of Services
- Exhibit B.** Consultant Fee Schedule
- Exhibit C.** Work Schedule
- Exhibit D.** Insurance Requirements

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the day and year first above written.

SEASIDE BASIN WATERMASTER

Dated: _____

By: _____

Dewey Evans
Watermaster Executive Officer

**MONTEREY PENINSULA WATER MANAGEMENT
DISTRICT**

Dated: _____

By: _____

David A. Berger
General Manager

FEDERAL TAX IDENTIFICATION NUMBER _____

EXHIBIT A

April 11, 2007

For Use by the Seaside Basin Watermaster

This document contains the MPWMD Scope of Work for Phase 1, as adapted from

**IMPLEMENTATION PLAN
SEASIDE BASIN MONITORING AND MANAGEMENT PROGRAM**

March 7, 2007

Presented to:

Seaside Basin Watermaster Board

Appendix A

Seaside Groundwater Basin Management and Monitoring Program

Phase 1

Scope of Work, Schedule and Budget

MANAGEMENT

M.1 Program Administration

M. 1. a. Program Management Plan

MPWMD will oversee preparation of a Project Management Plan to establish project goals and objectives, project description, scope of work, work breakdown structures, project organization, roles and responsibilities, contract and construction budgets, communications plan, quality plan, document control and data transfer plan, project controls, and billing procedures.

M. 1. b. Project Budget and Controls

MPWMD will conduct monthly invoicing, maintenance of internal budgets and schedules.

M. 1. c. Assist with Board and TAC Agendas

MPWMD will closely coordinate with the RBF team, Watermaster staff and Technical Advisory Committee (TAC) representatives to ensure that needed Board and TAC agendas and report items are provided in a timely manner for meeting presentations.

M. 1. d. Preparation and Attendance of Meetings

The Project will require numerous meetings both internally and with outside governmental agencies and with the public. Appropriate members of the MPWMD will attend the necessary meetings and prepare agendas and meeting minutes to facilitate the meetings. Planning and review meetings are assumed with the Watermaster's technical staff and consultants for a budgeted period of 12 months. High-level meetings to present updates to the Watermaster Board are budgeted for 12 months. At key milestones, additional meetings will be held that are focused on technical issues and key findings.

M. 1. e. Prepare Board/ TAC Status Updates and Reports

MPWMD will assist RBF team to provide Watermaster with monthly status reports indicating project progress, costs incurred, contract and construction cost trends, and problem identification and resolution. Provide assistance to the TAC in preparing technical summary reports and technical memoranda for the Watermaster Board.

M. 1. f. Peer Review of Documents and Reports

MPWMD will assist TAC and Watermaster with peer reviews of documents and reports prepared by various Watermaster entities, as requested.

M. 1. g. QA/QC

MPWMD will provide quality control and assurance for all program administration materials generated under the program.

Deliverables

- Project Management Plan
- Monthly Status Reports
- Technical Data as required for Meetings

IMPLEMENTATION

I. 1. Monitor Well Construction

I. 1. a. Coordination with Monitor Well Implementation Program

MPWMD, in consultation with the RBF team, will provide guidance and assistance to Martin Feeney on development of Monitoring Well Construction Program.

I. 2 Comprehensive Basin Production, Water Level and Water Quality Monitoring Program

Consolidated Seaside Basin Groundwater Resources Database

Groundwater resource monitoring within the Seaside Basin is currently being conducted by numerous entities. The programs consist of:

- Groundwater Production Monitoring;
- Groundwater Level Monitoring;
- Groundwater Quality Monitoring;
- Surface Water Monitoring; and
- Precipitation Monitoring;

For successful implementation of the Seaside Basin Monitoring Program, pertinent historical basic groundwater resource data obtained from the above-mentioned programs needs to be consolidated into a database to allow more efficient organization and data retrieval. The consolidated database will allow for simple identification of differences and discrepancies of datasets compiled by the numerous entities. Data gaps will become evident as well. In addition, the consolidated database needs to allow pertinent groundwater data to be efficiently organized, managed and housed in a single location to facilitate:

- Ongoing data collection;
- Data storage and retrieval;
- Distribution of basic data to Watermaster members and interested parties; and,
- Preparation of annual and periodic reports to the Watermaster.

Characteristics of both existing wells and wells proposed as part of the Seaside Basin Monitoring Program will be notated in the database, including type, location, construction details and other pertinent information. MPWMD already maintains a groundwater database that contains some of the features described above. The consulting team will determine if the MPWMD database should be expanded or if a new database should be created. Assist the Watermaster in the review of the existing MPWMD groundwater database to help determine whether it is feasible and economical to incorporate both the historical data and the ongoing data to be collected as part of the Seaside Basin Monitoring Program.



	<p>Coordination with the Watermaster is required in order to verify the adequacy of the existing database and ensure data requirements are met. Completion of the enhancement or development of a consolidated database will allow the review of the available groundwater resource data to determine discrepancies, differences, or data gaps.</p>
	<p>Monitoring of Production Wells</p> <p>As defined in Section D-5, Monitoring of Production Wells, of the RFP, the data to be collected by each owner and/or operator of inactive and active wells in the Basin shall be forwarded to the Watermaster for inclusion into the consolidated database.</p>
<p>I. 2. a. Basin Management Database Development</p>	
<p>I. 2. a. 1. Coordination with Watermaster to Review Database</p>	<p>MPWMD will jointly meet with the RBF team on review of existing databases and initial development of Watermaster Database.</p>
<p>I. 2. a. 3. Create Basin Management Database</p>	<p>Under general direction and guidance from the MPWMD to the RBF team, the Watermaster database will be formatted and generated to complement the features of the MPWMD's existing water resources database.</p>
<p>I. 2. a. 5. Conduct ongoing data entry/ database maintenance</p>	<p>Under general direction and guidance from the MPWMD to the RBF team, all newly-acquired data will be added to the Watermaster database as it becomes available, and any appropriate database structure modifications will be made as needed.</p>
<p>I. 2. b. Data Exchange and Collection</p>	<p>Incorporate ongoing groundwater monitoring data into the consolidated groundwater resource database. This will include the following subtasks:</p>
<p>I. 2. b. 1. Establish Agreements and Schedule</p>	<p>MPWMD and RBF teams will closely coordinate to establish agreements and schedules for ensuring that all materials for Watermaster database development and ongoing maintenance are provided in an organized and timely manner for use by the Watermaster.</p>
<p>I. 2. b. 2. Establish Data Types,</p>	<p>MPWMD and RBF teams will closely coordinate to establish mutually acceptable data types and formats, which will provide the optimal benefit to the</p>

Formats	Watermaster for its recordkeeping and reporting purposes.
I. 2. c. Develop Data Archiving Procedures	MPWMD will work jointly with the RBF team to identify procedures for archiving collected field and electronic data.
I. 2. d. Develop Data QA/QC Procedures	MPWMD will work jointly with the RBF team to identify procedures for routine Quality Assurance/Quality Control of data collection program.
I. 2. g. Enhanced Monitoring Well Network Evaluation	MPWMD will provide oversight and key documentation to the RBF team to evaluate existing inactive production wells for possible inclusion with the existing and new monitoring well network. This work will include contribution to and critical review of the summary technical memorandum for this element.
I. 3 Basin Management	
I. 3. a. Supplemental Water Supplies	MPWMD will provide input and technical assistance for the RBF team to conduct a brief review of supplemental water supplies as warranted throughout the initial phase of the program. The effort devoted to this task is anticipated to increase once the consolidated database is developed and existing data are analyzed.

SERVICES NOT INCLUDED

In addition to the above, other services may be required to carry out the Phase 1 portion of the SBMMP. The MPWMD services do not include administration, management or technical services that are outside the scope and tasks described herein.



EXHIBIT B

Seaside Basin Monitoring and Management Program

PHASE 1 BUDGET SUMMARY

Item	MPWMD
Labor Costs*	
M.1 Program Administration	\$24,552
I.1 Monitor Well Construction	\$3,168
I.2 Production, Water Level and Quality Monitoring	\$21,280
I.3 Basin Management	\$3,280
I.4 Seawater Intrusion Contingency Plan	
<i>Subtotal</i>	\$52,280
Direct Costs MPWMD	
Database Server (MPWMD)	\$4,200
Data Archiving Hardware (MPWMD)	\$3,600
Water Quality Sampling Services (MPWMD)	\$16,000
<i>Subtotal</i>	\$23,800
TOTAL	\$76,080

**Seaside Basin Monitoring and Management Program
Proposed Scope and Labor Budget
Task Description**

Task No.		MPWMD		
		Hours	Rate	Subtotal
M. 1 Program Administration				
M. 1. a.	Program Management Plan	24	\$ 99	\$ 2,376
M. 1. b.	Project Budgets and Controls	16	\$ 99	\$ 1,584
M. 1. c.	Assist with Board and TAC Agendas	48	\$ 99	\$ 4,752
M. 1. d.	Preparation and Attendance of Meetings	60	\$ 99	\$ 5,940
M. 1. e.	Prepare Board/ TAC Status Updates and Reports	12	\$ 99	\$ 1,188
M. 1. f.	Peer Review of Documents and Reports	72	\$ 99	\$ 7,128
M. 1. g.	QA/QC	16	\$ 99	\$ 1,584
<i>Subtotal Program Administration</i>				\$ 24,552
I. 1. Monitor Well Construction				
I. 1. a.	Coordination with Monitor Well Implementation Program	32	\$ 99	\$ 3,168
<i>Subtotal Monitor Well Construction Program</i>				\$ 3,168
I. 2. Production, Water Level and Quality Monitoring				
I. 2. a.	Basin Management Database Development			
I. 2. a. 1.	Coordination with Watermaster to Review Database	16	\$ 99	\$ 1,584
I. 2. a. 1. 1	Review of MPWMD Database to Catalog Historical Data			\$ -
I. 2. a. 1. 2	Review of MPWMD Database to Catalog Ongoing Data Collection			\$ -
I. 2. a. 2.	Develop Scope to Enhance or Develop New Database			\$ -
	Database Server Purchase			
	Database Archiving Software Purchase			
I. 2. a. 3.	Create Basin Management Database	40	\$ 67	\$ 2,680
I. 2. a. 4.	Populate Database with Data from all sources			\$ -
I. 2. a. 5.	Conduct ongoing data entry/ database maintenance	32	\$ 69	\$ 2,208
I. 2. b.	Data Exchange and Collection			
I. 2. b. 1.	Establish Agreements and Schedule	12	\$ 94	\$ 1,128
I. 2. b. 2.	Establish Data Types, Formats	60	\$ 94	\$ 5,640
I. 2. c.	Develop Data Archiving Procedures	60	\$ 94	\$ 5,640
I. 2. d.	Develop Data QA/QC Procedures	24	\$ 67	\$ 1,608
I. 2. e.	Enhanced Monitor Network Evaluation	8	\$ 99	\$ 792
I. 2. e. 1.	Key Laguna Seca Subbasin Locations			\$ -
I. 2. e. 2.	Key S-Coastal Subbasin Locations			\$ -
I. 2. e. 3.	Summary Technical Memorandum with Recommendations			\$ -
I. 2. f.	Laguna Seca Water Quality Investigation			\$ -
<i>Subtotal Production, Water Level and Water Quality Monitor Program</i>				\$ 21,280
I. 3 Basin Management				
I. 3. a.	Supplemental Water Supplies	40	\$ 82	\$ 3,280
I. 3. b.	Durbin Model Development			
<i>Subtotal Basin Management Program</i>				\$ 3,280
Total				\$ 52,280

Notes: x- indicates work performed by
M- indicates Management
I- indicates Implementation

EXHIBIT C

EXHIBIT D

INSURANCE REQUIREMENTS

- I. Consultant shall provide evidence of valid and collectible insurance carried for those exposures indicated by an “X”.
- A. X Professional Liability Errors & Omissions
 - B. X Workers Compensation and Employers Liability
 - C. X Automobile Liability – “Any Auto – Symbol 1”
 - D. X Comprehensive General Liability, including Bodily Injury, Property Damage and Personal Injury
 - E. X Owners & Contractors Protective
 - F. Protection & Indemnity (Marine/Aviation)
- II. The minimum limit of protection provided by insurance policies for each of the coverages listed above shall be not less than \$1,000,000. The procurement and maintenance by the Consultant of the policies required to be obtained and maintained by Consultant under this contract shall not relieve or satisfy Consultant’s obligation to indemnify, defend and save harmless the Seaside Basin Watermaster.
- III. Evidence of insurance carried shall be certificates of insurance for the current policies. The Seaside Basin Watermaster shall be listed as a certificate holder on the Consultant’s Comprehensive General Liability insurance policy, and the policy must be endorsed to provide a forty-five (45) day prior written notice of cancellation.
- IV. The Seaside Basin Watermaster requires that all Consultants carry a commercial liability policy written on a broad comprehensive general liability form.
- A. Such protection is to include coverage for the following hazards, indicated by an “X”:
 - 1. X Premises and Operations
 - 2. X Products and Completed Operations
 - 3. Explosion Collapse and Underground
 - 4. X Broad Form Blanket Contractual
 - 5. X Broad Form Property Damage
 - 6. X Personal Injury, A, B and C
 - 7. X Employees named as Persons Insured
 - 8. X Protective and/or Contingent Liability (O&CP)
 - B. The “Persons Insured” provision on each comprehensive general liability policy shall include as an insured the “Seaside Basin Watermaster, its officers, directors, agents and employees.”
 - C. This policy shall contain a severability of interest clause or similar language to the following:

“The insurance afforded applies separately to each insured against whom claim is made or suit is brought including claims made or suits brought by any

EXHIBIT D

persons included within the persons insured provision of the insurance against any other such person or organization.”

- D. All policies shall contain a provision that the insurance company shall give the Watermaster at least forty-five (45) days prior written notice mailed to the address shown below prior to any cancellation, lapse or non-renewal. The 45-day written notice must be shown on all certificates of insurance.
 - E. Certificates of insurance for the current policies shall be delivered by the Consultant to the Watermaster Executive Officer as verification that terms A, B, C and D have been met.
- V. All insurance correspondence, certificates, binders, etc., shall be mailed to:
- Seaside Basin Watermaster
2600 Garden Road, Suite 228
Monterey, CA 93940
- VI. All policies carried by the Consultant shall be primary coverage to any and all other policies that may be in force. The Watermaster shall not be responsible for payment of premiums due as a result of compliance with the terms and conditions of the insurance requirements.
 - VII. All such policies of insurance shall be issued by domestic United States insurance companies with general policy holders’ rating of not less than “B” and admitted to do business in the State of California. The policies of insurance so carried shall be carried and maintained throughout the term of this contract.

ITEM NO. VII. A. 2. D).

CONTRACT

MCWRA

AGREEMENT BETWEEN THE SEASIDE BASIN WATERMASTER AND MONTEREY COUNTY WATER RESOURCES AGENCY FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into this ____ day of _____ 2007, by and between Monterey County Water Resources Agency, hereinafter called "Consultant," and the Seaside Basin Watermaster, hereinafter called "Watermaster" or "Seaside Basin Watermaster."

SECTION I
SCOPE OF SERVICES

Watermaster hereby engages Consultant for the conduct and preparation of certain analyses, studies, and planning procedures as set forth in **Exhibit A**, Scope of Services.

SECTION II
COMPENSATION

A. **Fee Schedule**

Fees payable to Consultant for services specified herein shall be in accordance with the fee schedule in **Exhibit B**.

B. **Method of Payment**

Payment of fees shall be based on work completed, as documented in monthly billings submitted by Consultant. Work reports shall be rendered in accordance with the schedule shown in **Exhibit C**, Work Schedule. Payments are due and payable within thirty (30) days after receipt of each invoice subject to a finding by Watermaster that work performed has been satisfactory and that payment is for the work specified in **Exhibit C**, Work Schedule. Where Watermaster finds the work to be unsatisfactory, Watermaster shall describe deficiencies in writing to Consultant within ten (10) days. Twenty percent (20%) of the maximum payment shall be retained until submission of the final work product. The final invoice for work performed shall be submitted not later than sixty (60) days following completion of such work.

C. **Maximum Payment**

Payments to Consultant for services rendered and expenses incurred under this Agreement shall not exceed \$20,064.

SECTION III
INSPECTION OF WORK

Authorized representatives of Watermaster shall have access to Consultant's offices or other work location during normal business hours for the purpose of review and inspection of

work activities undertaken pursuant to this Agreement.

SECTION IV
OWNERSHIP OF PROJECT REPORT AND EQUIPMENT PURCHASED

All original documents, explanations of methods, maps, tables, computer programs, reports and other documents prepared under this Agreement and equipment purchased specifically for the project shall become the exclusive property of Watermaster. Consultant may retain copies for his/her own use.

SECTION V
TIME OF PERFORMANCE

Consultant shall begin work upon the effective date of this Agreement and shall complete all tasks described herein according to the schedule shown in **Exhibit C**, Work Schedule. Time is of the essence to this Agreement, and failure to comply with this provision shall be a material breach of this Agreement.

SECTION VI
DELAY BEYOND CONSULTANT'S CONTROL

Consultant shall be excused for delay caused by acts or events beyond Consultant's reasonable expectation or control. Consultant shall be entitled to extensions of time for such delay only on written application to Watermaster within ten days after commencement of the delay.

SECTION VII
RESPONSIBILITIES

- A. Consultant represents that he/she has or will secure at his/her own expense all personnel, materials, and related services required to perform the services under this Agreement. Consultant shall act as an independent consultant and not as an agent or employee of Watermaster. Consultant shall have exclusive and complete control over his/her employees and subcontractors, and shall determine the method of performing the services hereunder.
- B. Watermaster shall provide Consultant with all relevant data and studies in its possession without charge.
- C. Consultant and Watermaster staff shall coordinate and arrange for all meetings required to be held with other agencies or persons hereunder, unless otherwise specified in **Exhibit A**, Scope of Services.

D. Consultant shall be responsible for the reproduction of work produced by Consultant hereunder.

E. The officers, agents, and employees of Watermaster shall cooperate with Consultant in the performance of services under this Agreement without charge to Consultant. Consultant agrees to use such services insofar as feasible in order to effectively discharge his/her obligations hereunder and further agrees to cooperate with Watermaster's officers, agents and employees.

F. The Consultant agrees to indemnify, defend and save harmless Watermaster, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all consultants, subcontractors, materialmen, laborers and any other person, firm or corporation who may be injured or damaged by the willful misconduct or negligent acts, errors, and/or omissions of the Consultant, Consultant's employees, or Consultant's subcontractors or subconsultants in the performance of this Agreement.

SECTION VIII INSURANCE

A. The Consultant shall procure, purchase at his/her expense and maintain in full force and effect such insurance as will protect it from claims, damages, losses, liability, costs, and expenses as set forth herein which may arise out of or result from or in any way connected with the Consultant's activities, work, services, and/or operations performed by the Consultant under this Agreement, whether such activities or operations be by itself or by any subcontractor or by any sub-subcontractor or by anyone directly or indirectly employed by any of them, or by anyone else for whose acts the Consultant or any of them is or may be liable. The procurement and maintenance by the Consultant of policies required under this Contract shall not relieve, limit or satisfy Consultant's obligation to indemnify, defend and save harmless Watermaster, its officers, directors, agents and employees.

B. Consultant represents that he/she will, prior to commencement of work pursuant to this Agreement, name and endorse on to his/her Comprehensive General Liability insurance policy Watermaster as "an insured" with respect to liability arising out of the activities, services, operations or work negligently performed by Consultant for Watermaster (ISO form CG 20 09 11 85 or its equivalence). Consultant shall obtain and keep in full force and effect insurance policies and in appropriate limits as specified by the Insurance Requirements (**Exhibit D**) and shall require any subcontractor or sub-subcontractor to provide evidence of similar liability insurance coverages.

C. Consultant shall add to his/her Comprehensive General Liability insurance policy a severability or interest clause or such similar wording if his/her policy does not automatically have this clause already written into it. Such language shall be similar to: "The insurance afforded applies separately to each insured against whom claim is made or suit is brought, including claims made or suits brought by any person included within the persons insured provision of this insurance against any other such person or organization."

D. All policies carried by Consultant shall contain a provision or be endorsed to state that coverage as respects to Watermaster shall not be suspended, voided, canceled or non-renewed except after the insurance company has given to Watermaster at least forty-five (45) days prior written notice to the address shown below prior to any such termination of coverage becomes effective.

E. Consultant shall, on all policies or coverages required to be carried by Consultant pursuant to this contract, give to Watermaster forty-five (45) days prior written notice by certified mail, return receipt requested, to the address shown below notification of any limitations, reductions or material change in coverage or in limits available.

F. Prior to the execution of the contract, Consultant shall file with Watermaster certificates of insurance of coverage actually in force that is required to be carried by Consultant pursuant to this Section VII and Insurance Requirements (Exhibit D). With respect to each renewal or replacement of any such insurance, the requirements of this paragraph must be complied with not less than forty-five (45) days prior to the expiration or cancellation of the policy being renewed or replaced.

G. All insurance policies carried by or available to Consultant shall be primary and not excess nor contributing with any insurance issued to or available to Watermaster. Any insurance or self-insurance maintained or carried by Watermaster shall be excess of the Consultant's insurance and shall not participate in nor contribute with such insurance carried by or available to Consultant. Watermaster will not be responsible for any payment of premiums due as a result of compliance with the terms and conditions of the insurance requirements. The cost of such insurance shall be borne solely by the Consultant.

H. In the event Consultant elects to utilize existing policies to meet insurance requirements specified herein for comprehensive general liability and or professional errors and omissions coverages, Consultant shall provide an accurate history of claims filed against either of those policies during the past twenty-four (24) months along with amounts paid and reserves outstanding.

I. Watermaster shall be under no duty either to ascertain the existence of or to examine such insurance policies or to advise Consultant in the event such insurance coverage does not comply with the requirements hereof. However, Watermaster may, at any time, and from time to time, inspect and copy any and all insurance policies, endorsements, certificates and correspondence required to be carried by Consultant pursuant to this Agreement.

SECTION IX CHANGES AND CHANGED CONDITIONS

If, during the course of the work herein contemplated, the need to change the Scope of Services or the time schedule should arise, for whatever reasons, whichever party first identifies such need to change shall notify the other party in writing (e-mail communication is acceptable). The representatives of the parties shall meet within seven (7) working days of the date of such

notice, to discuss the need for change so identified and to set the proposed action to be taken by the parties. A change in the Scope of Services may also result in a change in the compensation amount. Compensation changes shall be based upon the Consultant Fee Schedule (**Exhibit B**) attached hereto. Any changes agreed to shall be documented by duly executed amendments to this Agreement. Watermaster shall have the right to unilaterally remove any work items in the Scope of Services, after first complying with the notification and meeting requirements described above. Consultant. Consultant shall not have the right to remove or add work items, except by consent of Watermaster.

SECTION X TERMINATION

Watermaster may terminate Consultant's services at any time by written notice to Consultant at least thirty (30) days prior to such termination. Upon receipt of written notice from Watermaster that this Agreement is terminated, Consultant shall submit an invoice for an amount which represents the value of services actually performed to the date of said notice for which he/she has not previously been compensated. Upon approval of this invoice by Watermaster, Consultant shall be paid from the sum found due after having applied the provisions of Section II, Paragraph D of this Agreement, "Late Performance Penalty," where applicable, and MPWMD shall have no further obligation to Consultant, monetarily or otherwise.

SECTION XI SUB-CONTRACTING AND ASSIGNABILITY

Consultant shall not sub-contract any portion of the work required by this Agreement nor otherwise assign or transfer any interest in it without prior written approval of Watermaster. Watermaster consents to any sub-contracts that are specifically referenced in the exhibits to this Agreement.

SECTION XII DISCRIMINATION AND FAIR EMPLOYMENT

Attention is directed to Section 1735 of the California Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the government code and every Consultant for public works violating this section is subject to all penalties imposed by a violation of this chapter."

The Consultant shall not willfully discriminate against any employee or applicant for employment for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. The Consultant shall ensure that applicants and employees are treated without regard to their race, religious creed, color, national origin, physical disability, mental disability, medical condition, marital status or sex. Such action shall include, but not be limited to, the following: upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION XIII
INTEREST OF CONSULTANT

Consultant covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. For breach or violation of this warranty, Watermaster shall have the right to annul this Agreement without liability.

SECTION XIV
CONTINGENT FEES

Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company, or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gifts, or other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Watermaster shall have the right to annul this Agreement without liability, or at its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage, gift or contingent fee.

SECTION XV
DISPUTES

In the event of a dispute arising out of the performance of this Agreement either party shall, as soon as a conflict is identified, submit a written statement of the conflict to the other party. Within fifteen (15) working days of receipt of such a statement of conflict, the second party will respond and a meeting will be arranged not more than fifteen (15) working days thereafter to arrive at a negotiated settlement or procedure for settlement. If, within forty (40) working days from the initial filing of a statement of conflict an agreement cannot be reached, it is agreed that the dispute may be resolved in a court of law competent to hear this matter. This Agreement shall be construed in accord with California law and it is agreed that venue shall be in the County of Monterey. The prevailing party shall be awarded costs of suit, and attorneys' fees.

SECTION XVI
NOTICES

All communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at its respective address, as follows:

Watermaster: Seaside Basin Watermaster
 2600 Garden Road, Suite 228
 Monterey, CA 93940

Consultant: Curtis Weeks, General Manager
 Monterey County Water Resources Agency
 893 Blanco Circle
 Salinas, CA 93901

SECTION XVII
AMENDMENTS

This Agreement together with **Exhibits A, B, C, and D** sets forth the entire understanding of the parties with respect to the subject matter herein. There are no other agreements expressed or implied, oral or written, except as set forth herein. This Agreement may not be amended except upon written amendment, executed by both parties hereto.

SECTION XVIII
ATTACHMENTS

The following exhibits attached hereto and referred to in the preceding sections are, by reference, incorporated herein and made an integral part of this Agreement:

- Exhibit A.** Scope of Services
- Exhibit B.** Consultant Fee Schedule
- Exhibit C.** Work Schedule
- Exhibit D.** Insurance Requirements

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the day and year first above written.

SEASIDE BASIN WATERMASTER

Dated: _____

By: _____
Dewey Evans
Watermaster Executive Officer

MONTEREY COUNTY WATER RESOURCES AGENCY

Dated: _____

By: _____
Curtis Weeks
General Manager

FEDERAL TAX IDENTIFICATION NUMBER _____

EXHIBIT A

**Monterey County Water Resources Agency
Seaside Groundwater Basin
Monitoring and Management Program
Phase I Work Plan**

The Seaside Basin Monitoring and Management Program (MMP) was developed by the Seaside Basin Watermaster Technical Advisory Committee (TAC) and adopted on May 17, 2006, and revised on September 5, 2006, to comply with the decision entered in the Seaside Groundwater Basin Adjudication (California American Water v. City of Seaside, Monterey County Superior Court, Case Number M66343) (hereinafter referred to as Decision). The MMP contains several primary tasks: 1) Basin Monitoring Well Construction Program; 2) Comprehensive Basin Production, Water Level and Water Quality Program; 3) Basin Management Program; and 4) Seawater Intrusion Program.

Seawater Intrusion Contingency Program/ Establishing Baseline Seawater Intrusion

The Watermaster will collect quarterly water quality data from the MPWMD existing coastal monitor wells under Phase 1 of the MMP. These data from the MPWMD coastal monitor wells will be instrumental in confirming baseline conditions and historical trends. Should seawater intrusion be detected at a coastal monitor or production well, steps will be implemented, following the protocols outlined in the MMP, to initiate the appropriate responsive actions

Based on the outcome of the Monitoring Well Construction Program and the Comprehensive Basin Production, Water Level and Water Quality Monitoring Program, the Seawater Intrusion Contingency Plan would be logically influenced by the Phase 1 data collection and analysis efforts. It is recommended that baseline water level contour mapping be prepared utilizing all available water level data, as well as developing baseline production data. Analyzing historical water quality data during Phase 1 serves two purposes: 1) it establishes baseline water quality; and 2) it identifies historical water quality trends.

**Monterey County Water Resources Agency
Seaside Groundwater Basin
Monitoring and Management Plan
Phase I Scope of Work**

The following scope of work has been developed to perform tasks necessary to carry out the Seawater Intrusion Contingency Program.

IMPLEMENTATION

I. 4 Seawater Intrusion Contingency Plan/Establish Seawater Intrusion Baseline

Thorough, systematic, and appropriate analyses of groundwater data will allow us to identify, track, and mitigate seawater intrusion in the Basin. Seawater intrusion is a slow process, which can be impacted by ground water pumping that impacts ground water levels, and, in turn, affects ground water quality general mineral concentrations. Analyses that help identify seawater intrusion include: graphs of ground water levels, pumping and water quality trends; and maps representing these data using differentiated symbology. The final step is to evaluate the relationship that the pumping and water levels have on water quality.

- Time series of chloride concentrations.* Chloride concentrations are the most dependable and recognizable indicator of seawater intrusion. Time series graphs from a single well can show steady increases in chloride concentrations that indicate seawater intrusion.

- Time series of ionic ratios.* Typically, the molar ratio of sodium to chloride will often drop to near or below 0.85 in front of an advancing seawater wedge. Similarly, the molar ratio of calcium to sodium will rise in front of an advancing seawater wedge. These trends are due to the ionic exchange of sodium and calcium.

- Trilinear plots.* Plotting major anions and cations on trilinear plots can show if water quality data from a single well is migrating towards seawater quality. Water quality plotted on does not migrate along a simple mixing line on trilinear plots if intrusion is due to an advancing seawater front. Data from Salinas Valley, however, suggests that water quality often does plot along a simple mixing line if intrusion is due to flow through abandoned or non-operating wells. This can help identify the intrusion mechanism in various places.

- Time series of Stiff diagrams.* Plotting major anions and cations on stiff diagrams allows qualitative indication of seawater intrusion. Stiff diagrams are identified by their general shapes, each water type having a unique shape. A change in the shape of stiff diagrams may indicate seawater intrusion.

••*Time series of Chloride concentration maps.* Maps of chloride concentrations show the movement of a seawater intrusion front into a basin. Individual maps must be produced for each aquifer. Of importance is that all maps be developed with a consistent approach, ensuring that changes in the maps represent changes in data, not changes in contouring algorithms. The data will be presented in a Geographic Information System (GIS).

For purposes of the Seawater Intrusion Contingency Program, until additional empirical data are developed and analyzed, the Seaside groundwater basin aquifers will be defined as seawater intruded when the chloride concentration in a coastal monitor well reaches approximately 100 mg/l and 250 mg/l for the Paso Robles and Santa Margarita aquifers, respectively. For a coastal production well, the standard will be 250 mg/l, given that some wells contain multiple aquifer formations that reflects a blend of these sources. These standards will be utilized until more comprehensive standards based on historical water quality data at individual monitor and production wells can be developed. The Watermaster will institute interim standards for notice of potential seawater intrusion so that appropriate preventive actions may be taken. Interim notice will be defined as 50 percent increase above ambient chloride concentrations for any specific monitoring well location.

In addition to establishing baseline chloride concentrations and monitoring chloride concentrations, other complimentary water quality parameters will be established and monitored to provide supplemental data for water quality trend analysis and characterization. Appropriate water quality parameters, data formats and data transfer procedures will need to be identified and coordinated.

I. 4. a. Oversight of Seawater Intrusion Detection and Tracking

MCWRA will provide general oversight over the Seawater Intrusion detection program.

I. 4. b. Develop Seawater Intrusion Analysis Protocol

The RBF team will coordinate with MCWRA to adapt the existing seawater intrusion analysis protocol utilized in the Salinas Valley Groundwater Basin for use in the Seaside Groundwater Basin.

I. 4. c. Prepare Baseline Water Level Contour Mapping

Under general direction and guidance from MCWRA, up-to-date baseline water level contour mapping will be prepared utilizing all available water level data from existing production and monitor wells, and proposed new dedicated coastal sentinel monitor wells.

I. 4. d. Prepare Mapped Representation of Baseline Basin Pumping

Under general direction and guidance from MCWRA, mapped representation of recent (i.e., baseline) groundwater production will be prepared utilizing symbology adapted from the Salinas Valley Groundwater Basin.

I. 4. e. Graph and Map Historical Data/Establish Baseline Water Quality

Analyzing historical water quality data serves two purposes: 1) It establishes baseline water quality; and 2) It identifies historical water quality trends. By relying on wells that are completed over short lengths, and in discrete aquifers to determine background water quality for various aquifers. Wells completed over many aquifers may show a hybrid water quality signature. Use multiple approaches to identify water quality trends. Produce chloride time series graphs, ionic ratio time series graphs, stiff diagrams, trilinear plots (with standard seawater identified), and chloride contour maps for the time periods identified in Task 5.2. Arcview GIS 3.3 will be utilized to generate chloride contour maps per the procedures outlined in the RFP. A preliminary analysis of the graphs and maps will be conducted to establish baseline water quality and identify trends. In particular, compare water quality trends with water levels, pumping data, and recharge data to interpret both the aerial and vertical distribution of seawater intrusion. The graphs, maps, and analyses will be submitted for review by the entire Watermaster Board. Modifications to these graphs and maps will be incorporated based on input from Board members.

I. 4. f. Analyze and Map Water Quality from Coastal Monitoring Wells

Immediately after the coastal monitoring wells are installed and sampled, update data analyses with the data from these wells. New chloride concentration maps will be produced incorporating the data from the coastal wells. Because these new maps are the first maps with all data points included, they will serve as the baseline for future comparison. Water quality data from the new coastal wells precludes developing time series graphs during Phase 1, however the water quality data will be compared to water quality from similar, nearby wells to identify potential seawater intrusion until new data becomes available from the Phase 1 Coastal Sentinel Well Work Plan.

I. 4. g. Annual Report - Seawater Intrusion Analysis

At the end of each water year, all water quality data will be re-analyzed. Semi-annual chloride concentration maps will be produced for each aquifer in the basin. Time series graphs, trilinear graphs, and stiff diagram comparisons will be updated with new data. The annual EM logs will be analyzed to identify changes in seawater wedge locations. All analyses will be incorporated into an annual report that follows the format of the initial, historical data report. Potential seawater intrusion will be highlighted in the report, and if necessary, recommendations will be included. The annual report will be submitted for review to the Technical Advisory Committee (TAC) and then to the entire Watermaster Board. Modifications to the report will be incorporated based on input, first from the TAC, then from Board members.

After the first annual report, analysis and reporting can be transferred to Watermaster Board or be extended, depending on the needs of the Watermaster Board.

EXHIBIT B

**Seaside Basin Monitoring and Management Program
Proposed Scope and Labor Budget**

Task Description				
		MCWRA		
Task No.				
I. 4.	Seawater Intrusion Contingency Plan			
I. 4. a.	Oversight of Seawater Intrusion Detection and Tracking	32	\$ 114	\$ 3,648
I. 4. b.	Develop Seawater Intrusion Analysis Protocol	32	\$ 114	\$ 3,648
I. 4. c.	Prepare Baseline Water Level Contour Mapping	16	\$ 114	\$ 1,824
I. 4. d.	Prepare Mapped Representation of Baseline Basin Pumping	16	\$ 114	\$ 1,824
I. 4. e.	Graph and Map Historical Data/Establish Baseline Water Quality	32	\$ 114	\$ 3,648
I. 4. f.	Analyze and Map Water Quality from Coastal Monitoring Wells	32	\$ 114	\$ 3,648
I. 4. g.	Annual Report- Seawater Intrusion Analysis	16	\$ 114	\$ 1,824
	<i>Subtotal Seawater Intrusion Detection Program</i>			\$ 20,064
	Reproduction, Mileage, Reimbursable			
	Total			\$ 20,064

Notes: x- indicates work performed by
I- indicates Implementation

EXHIBIT C

EXHIBIT D

INSURANCE REQUIREMENTS

- I. Consultant shall provide evidence of valid and collectible insurance carried for those exposures indicated by an "X".
- A. Professional Liability Errors & Omissions
 - B. Workers Compensation and Employers Liability
 - C. Automobile Liability – "Any Auto – Symbol 1"
 - D. Comprehensive General Liability, including Bodily Injury, Property Damage and Personal Injury
 - E. Owners & Contractors Protective
 - F. Protection & Indemnity (Marine/Aviation)
- II. The minimum limit of protection provided by insurance policies for each of the coverages listed above shall be not less than \$1,000,000. The procurement and maintenance by the Consultant of the policies required to be obtained and maintained by Consultant under this contract shall not relieve or satisfy Consultant's obligation to indemnify, defend and save harmless the Seaside Basin Watermaster.
- III. Evidence of insurance carried shall be certificates of insurance for the current policies. The Seaside Basin Watermaster shall be listed as a certificate holder on the Consultant's Comprehensive General Liability insurance policy, and the policy must be endorsed to provide a forty-five (45) day prior written notice of cancellation.
- IV. The Seaside Basin Watermaster requires that all Consultants carry a commercial liability policy written on a broad comprehensive general liability form.
- A. Such protection is to include coverage for the following hazards, indicated by an "X":
 - 1. Premises and Operations
 - 2. Products and Completed Operations
 - 3. Explosion Collapse and Underground
 - 4. Broad Form Blanket Contractual
 - 5. Broad Form Property Damage
 - 6. Personal Injury, A, B and C
 - 7. Employees named as Persons Insured
 - 8. Protective and/or Contingent Liability (O&CP)
 - B. The "Persons Insured" provision on each comprehensive general liability policy shall include as an insured the "Seaside Basin Watermaster, its officers, directors, agents and employees."
 - C. This policy shall contain a severability of interest clause or similar language to the following:

"The insurance afforded applies separately to each insured against whom claim is made or suit is brought including claims made or suits brought by any

persons included within the persons insured provision of the insurance against any other such person or organization.”

- D. All policies shall contain a provision that the insurance company shall give the Watermaster at least forty-five (45) days prior written notice mailed to the address shown below prior to any cancellation, lapse or non-renewal. The 45-day written notice must be shown on all certificates of insurance.
 - E. Certificates of insurance for the current policies shall be delivered by the Consultant to the Watermaster Executive Officer as verification that terms A, B, C and D have been met.
- V. All insurance correspondence, certificates, binders, etc., shall be mailed to:
- Seaside Basin Watermaster
2600 Garden Road, Suite 228
Monterey, CA 93940
- VI. All policies carried by the Consultant shall be primary coverage to any and all other policies that may be in force. The Watermaster shall not be responsible for payment of premiums due as a result of compliance with the terms and conditions of the insurance requirements.
 - VII. All such policies of insurance shall be issued by domestic United States insurance companies with general policy holders’ rating of not less than “B” and admitted to do business in the State of California. The policies of insurance so carried shall be carried and maintained throughout the term of this contract.

ITEM - VIII

NEW BUSINESS

ITEM NO. VIII. A.
MEETING DATE: 04/18/07

**SEASIDE GROUNDWATER BASIN
WATERMASTER**

STAFF REPORT

TO: Board of Directors
FROM: Dewey D Evans, Chief Executive Officer
DATE: April 18, 2007
SUBJECT: Rules and Regulations – Special Meeting Notice

PURPOSE:

A change in the adopted Watermaster Rules and Regulations Section 3.5 Special Meetings to conform more with the Brown Act to allow more flexibility in the meeting notice time.

RECOMMENDATION:

That the Board consider changing **Section 3.5.2 Special Meetings Called by Watermaster Board** in the adopted Watermaster Rules and Regulations to conform more with the Brown Act and allow a reasonable meeting notice time of at least 72 hours for Special meetings that are not consider urgent and not less than 24 hours for Special meetings considered urgent.

The recommendation if considered and approved by the Board would request that the court judgment decision Section III.L.3.g. Special Meetings be amended at the next regularly scheduled court hearing date.

DISCUSSION:

Presently the current adopted Watermaster Rules and Regulations for special meetings reads as follows:
Section 3.5.2 Special Meetings Called by Chair or Members

A special meeting of the Watermaster Board may be called at any time by the Chairperson or Vice Chairperson or by any three (3) Members, by written notice delivered personally or mailed to all Parties and Interested Persons, at least twenty-four (24) hours on a business day before the time of each such meeting in the case of personal delivery, and five (5) days' notice prior to such meeting in the case of mail if the special meeting is being called under urgent circumstances. If a special meeting is called by the Chairperson, Vice Chairperson or by any three (3) Members, and no urgent circumstances exists, then at least ten (10) days' notice must be provided to all Parties.----

FISCAL IMPACT:

None known

ATTACHMENTS:

None

Thanks, Dewey

ITEM – 1X

**INFORMATIONAL
REPORTS**

**SEASIDE GROUNDWATER BASIN
WATERMASTER**

STAFF REPORT

TO: Board of Directors
FROM: Dewey D Evans, Chief Executive Officer
DATE: April 18, 2007
SUBJECT: Informational Reports

PURPOSE:

To keep the Board informed on items that need no formal Board action

RECOMMENDATIONS:

Informational Only

DISCUSSION:

The are five (5) items on the informational section of the agenda. No Board action is necessary at this time. If any Board Member of Parties of Interest have any questions or comments please let me know.

FISCAL IMPACT:

None

ATTACHMENTS:

Five separate series of documents.

**AGREEMENT BETWEEN THE SEASIDE BASIN WATERMASTER AND RBF
CONSULTING FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is entered into this _____ day of _____ 2007, by and between RBF Consulting, a California corporation, hereinafter called "Consultant," and the Seaside Basin Watermaster, hereinafter called "Watermaster" or "Seaside Basin Watermaster."

**SECTION I
SCOPE OF SERVICES**

Watermaster hereby engages Consultant for the conduct and preparation of certain analyses, studies, and planning procedures as set forth in Exhibit A, Scope of Services.

**SECTION II
COMPENSATION**

A. **Maximum Payment**

Payments to Consultant for services rendered and expenses incurred under this Agreement shall not exceed \$35,000.

**SECTION III
INSPECTION OF WORK**

Authorized representatives of Watermaster shall have access to Consultant's offices or other work location during normal business hours for the purpose of review and inspection of work activities undertaken pursuant to this Agreement.

**SECTION IV
OWNERSHIP OF PROJECT REPORT AND EQUIPMENT PURCHASED**

All original documents, explanations of methods, maps, tables, computer programs, reports and other documents prepared under this Agreement and equipment purchased specifically for the project shall become the exclusive property of Watermaster. Consultant may retain copies for his/her own use. Use of such documents by Watermaster for project(s) not the subject of this Agreement shall be at Watermaster's sole risk without legal liability or exposure to Consultant.

**SECTION V
TIME OF PERFORMANCE**

Consultant shall begin work upon the effective date of this Agreement and shall complete all tasks described herein no later than March 7, 2007. Time is of the essence to this Agreement, and failure to comply with this provision shall be a material breach of this Agreement.

SECTION VI
DELAY BEYOND CONSULTANT'S CONTROL

Consultant shall be excused for delay caused by acts or events beyond Consultant's reasonable expectation or control. Consultant shall be entitled to extensions of time for such delay only on written application to Watermaster within ten days after commencement of the delay.

SECTION VII
RESPONSIBILITIES

A. Consultant represents that he/she has or will secure at his/her own expense all personnel, materials, and related services required to perform the services under this Agreement. Consultant shall act as an independent consultant and not as an agent or employee of Watermaster. Consultant shall have exclusive and complete control over his/her employees and subcontractors, and shall determine the method of performing the services hereunder.

B. Watermaster shall provide Consultant with all relevant data and studies in its possession without charge.

C. Consultant and Watermaster staff shall coordinate and arrange for all meetings required to be held with other agencies or persons hereunder, unless otherwise specified in **Exhibit A**, Scope of Services.

D. Consultant shall be responsible for the reproduction of work produced by Consultant hereunder.

E. The officers, agents, and employees of Watermaster shall cooperate with Consultant in the performance of services under this Agreement without charge to Consultant. Consultant agrees to use such services insofar as feasible in order to effectively discharge his/her obligations hereunder and further agrees to cooperate with Watermaster's officers, agents and employees.

F. The Consultant agrees to indemnify, defend and save harmless Watermaster, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all consultants, subcontractors, materialmen, laborers and any other person, firm or corporation who may be injured or damaged by the willful misconduct or negligent acts, errors, and/or omissions of the Consultant, Consultant's employees, or Consultant's subcontractors or subconsultants in the performance of this Agreement.

SECTION VIII
INSURANCE

A. The Consultant shall procure, purchase at his/her expense and maintain in full force and effect such insurance as will protect it from claims, damages, losses, liability, costs, and expenses as set forth herein which may arise out of or result from or in any way connected with the Consultant's activities, work, services, and/or operations performed by the Consultant under this Agreement, whether such activities or operations be by itself or by any subcontractor or by any sub-subcontractor or by anyone directly or indirectly employed by any of them, or by anyone else for whose acts the Consultant or any of them is or may be liable. The procurement and maintenance by the Consultant of policies required under this Contract shall not relieve, limit or satisfy Consultant's obligation to indemnify, defend and save harmless Watermaster, its officers, directors, agents and employees.

B. Consultant represents that he/she will, prior to commencement of work pursuant to this Agreement, name and endorse on to his/her Comprehensive General Liability insurance policy Watermaster as "an insured" with respect to liability arising out of the activities, services, operations or work negligently performed by Consultant for Watermaster (ISO form CG 20 09 11 85 or its equivalence). Consultant shall obtain and keep in full force and effect insurance policies and in appropriate limits as specified by the Insurance Requirements (**Exhibit B**) and shall require any subcontractor or sub-subcontractor to provide evidence of similar liability insurance coverages.

C. Consultant shall add to his/her Comprehensive General Liability insurance policy a severability or interest clause or such similar wording if his/her policy does not automatically have this clause already written into it. Such language shall be similar to: "The insurance afforded applies separately to each insured against whom claim is made or suit is brought, including claims made or suits brought by any person included within the persons insured provision of this insurance against any other such person or organization."

D. All policies carried by Consultant shall contain a provision or be endorsed to state that coverage as respects to Watermaster shall not be suspended, voided, canceled or non-renewed except after the insurance company has given to Watermaster at least forty-five (45) days prior written notice to the address shown below prior to any such termination of coverage becomes effective.

E. Consultant shall, on all policies or coverages required to be carried by Consultant pursuant to this contract, give to Watermaster forty-five (45) days prior written notice by certified mail, return receipt requested, to the address shown below notification of any limitations, reductions or material change in coverage or in limits available.

F. Prior to the execution of the contract, Consultant shall file with Watermaster certificates of insurance of coverage actually in force that is required to be carried by Consultant pursuant to this Section VII and Insurance Requirements (**Exhibit B**). With respect to each renewal or replacement of any such insurance, the requirements of this paragraph must be complied with not less than forty-five (45) days prior to the expiration or cancellation of the policy being renewed or replaced.

G. All insurance policies carried by or available to Consultant shall be primary and not excess nor contributing with any insurance issued to or available to Watermaster. Any insurance or self-insurance maintained or carried by Watermaster shall be excess of the Consultant's insurance and shall not participate in nor contribute with such insurance carried by or available to Consultant. Watermaster will not be responsible for any payment of premiums due as a result of compliance with the terms and conditions of the insurance requirements. The cost of such insurance shall be borne solely by the Consultant.

H. In the event Consultant elects to utilize existing policies to meet insurance requirements specified herein for comprehensive general liability and or professional errors and omissions coverages, Consultant shall provide an accurate history of claims filed against either of those policies during the past twenty-four (24) months along with amounts paid and reserves outstanding.

I. Watermaster shall be under no duty either to ascertain the existence of or to examine such insurance policies or to advise Consultant in the event such insurance coverage does not comply with the requirements hereof. However, Watermaster may, at any time, and from time to time, inspect and copy any and all insurance policies, endorsements, certificates and correspondence required to be carried by Consultant pursuant to this Agreement.

SECTION IX CHANGES AND CHANGED CONDITIONS

If, during the course of the work herein contemplated, the need to change the Scope of Services or the time schedule should arise, for whatever reasons, whichever party first identifies such need to change shall notify the other party in writing (e-mail communication is acceptable). The representatives of the parties shall meet within seven (7) working days of the date of such notice, to discuss the need for change so identified and to set the proposed action to be taken by the parties. A change in the Scope of Services may also result in a change in the compensation amount. Any changes agreed to shall be documented by duly executed amendments to this Agreement.

SECTION X TERMINATION

Watermaster may terminate Consultant's services at any time by written notice to Consultant at least thirty (30) days prior to such termination. Upon receipt of written notice from Watermaster that this Agreement is terminated, Consultant shall submit an invoice for an amount which represents the value of services actually performed to the date of said notice for which he/she has not previously been compensated. Upon approval of this invoice by Watermaster, Consultant shall be paid from the sum found due after having applied the provisions of Section II, Paragraph D of this Agreement, "Late Performance Penalty," where applicable, and MPWMD shall have no further obligation to Consultant, monetarily or otherwise.

SECTION XI
SUB-CONTRACTING AND ASSIGNABILITY

Consultant shall not sub-contract any portion of the work required by this Agreement nor otherwise assign or transfer any interest in it without prior written approval of Watermaster.

SECTION XII
DISCRIMINATION AND FAIR EMPLOYMENT

Attention is directed to Section 1735 of the California Labor Code, which reads as follows:

“No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the government code and every Consultant for public works violating this section is subject to all penalties imposed by a violation of this chapter.”

The Consultant shall not willfully discriminate against any employee or applicant for employment for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. The Consultant shall ensure that applicants and employees are treated without regard to their race, religious creed, color, national origin, physical disability, mental disability, medical condition, marital status or sex. Such action shall include, but not be limited to, the following: upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION XIII
INTEREST OF CONSULTANT

Consultant covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. For breach or violation of this warranty, Watermaster shall have the right to annul this Agreement without liability.

SECTION XIV
CONTINGENT FEES

Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company, or person, other than

**SECTION XVIII
ATTACHMENTS**

The following exhibits attached hereto and referred to in the preceding sections are, by reference, incorporated herein and made an integral part of this Agreement:

- Exhibit A.** Scope of Services
- Exhibit B.** Insurance Requirements

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the day and year first above written.

SEASIDE BASIN WATERMASTER

Dated: _____

By: _____

Dewey Evans
Watermaster Executive Officer

RBF CONSULTING

Dated: _____

By: Lawrence E. Alley

[NAME]

FEDERAL TAX IDENTIFICATION NUMBER _____

EXHIBIT A

SCOPE OF WORK TO IDENTIFY REVISED SEASIDE BASIN MANAGEMENT AND MONITORING PRIORITIES

RBF Consulting will work with the Technical Advisory Committee (“TAC”) and TAC subcommittee to perform the following tasks:

1. Recommend revised approach to that identified in the September 29, 2006 Request for Proposals to manage and implement the Monitoring and Management Program (“MMP”), in light of direction from the Court and the Watermaster Committee.
2. Identify key program components and phased approach to achieve priorities established in the Seaside Basin Adjudication Order (“Order”) and the Court’s most recent direction.
3. Develop a schedule to implement key program components task to meet requirements for Seaside Basin monitoring and management, specifically achieving equitable and efficient management of groundwater.
4. Coordinate with Martin Feeney to incorporate coastal sentinel well construction data collection and results into overall tasks and schedule.

Deliverables:

1. Draft Revised MMP.
2. Schedule Analysis for Revised MMP.

AGREEMENT BETWEEN THE SEASIDE BASIN WATERMASTER AND MONTEREY PENINSULA WATER MANAGEMENT DISTRICT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into this 31 day of January, 2007, by and between Monterey Peninsula Water Management District, hereinafter called "Consultant," and the Seaside Basin Watermaster, hereinafter called "Watermaster" or "Seaside Basin Watermaster."

SECTION I
SCOPE OF SERVICES

Watermaster hereby engages Consultant for the conduct and preparation of certain analyses, studies, and planning procedures as set forth in **Exhibit A**, Scope of Services and Fee Schedule.

SECTION II
COMPENSATION

A. **Fee Schedule**

Fees payable to Consultant for services specified herein shall be in accordance with the fee schedule in **Exhibit A**.

B. **Method of Payment**

Payment of fees shall be based on work completed, as documented in quarterly billings submitted by Consultant. Payments are due and payable within thirty (30) days after receipt of each invoice subject to a finding by Watermaster that work performed has been satisfactory and that payment is for the work specified in **Exhibit A**, Scope of Services and Fee Schedule. Where Watermaster finds the work to be unsatisfactory, Watermaster shall describe deficiencies in writing to Consultant within ten (10) days. Twenty percent (20%) of the maximum payment shall be retained until submission of the final work product. The final invoice for work performed shall be submitted not later than sixty (60) days following completion of such work.

C. **Maximum Payment**

Payments to Consultant for services rendered and expenses incurred under this Agreement shall not exceed \$7,080.00.

SECTION III
INSPECTION OF WORK

Authorized representatives of Watermaster shall have access to Consultant's offices or other work location during normal business hours for the purpose of review and inspection of

work activities undertaken pursuant to this Agreement.

SECTION IV
OWNERSHIP OF PROJECT REPORT AND EQUIPMENT PURCHASED

All original documents, explanations of methods, maps, tables, computer programs, reports and other documents prepared under this Agreement and equipment purchased specifically for the project shall become the exclusive property of Watermaster. Consultant may retain copies for his/her own use.

SECTION V
TIME OF PERFORMANCE

Consultant shall begin work upon the effective date of this Agreement and shall complete all tasks described herein according to the schedule shown in Exhibit A, Scope of Services and Fee Schedule. Time is of the essence to this Agreement, and failure to comply with this provision shall be a material breach of this Agreement.

SECTION VI
DELAY BEYOND CONSULTANT'S CONTROL

Consultant shall be excused for delay caused by acts or events beyond Consultant's reasonable expectation or control. Consultant shall be entitled to extensions of time for such delay only on written application to Watermaster within ten days after commencement of the delay.

SECTION VII
RESPONSIBILITIES

- A. Consultant represents that he/she has or will secure at his/her own expense all personnel, materials, and related services required to perform the services under this Agreement. Consultant shall act as an independent consultant and not as an agent or employee of Watermaster. Consultant shall have exclusive and complete control over his/her employees and subcontractors, and shall determine the method of performing the services hereunder.
- B. Watermaster shall provide Consultant with all relevant data and studies in its possession without charge.
- C. Consultant and Watermaster staff shall coordinate and arrange for all meetings required to be held with other agencies or persons hereunder, unless otherwise specified in Exhibit A, Scope of Services and Fee Schedule.

D. Consultant shall be responsible for the reproduction of work produced by Consultant hereunder.

E. The officers, agents, and employees of Watermaster shall cooperate with Consultant in the performance of services under this Agreement without charge to Consultant. Consultant agrees to use such services insofar as feasible in order to effectively discharge his/her obligations hereunder and further agrees to cooperate with Watermaster's officers, agents and employees.

F. The Consultant agrees to indemnify, defend and save harmless Watermaster, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all consultants, subcontractors, materialmen, laborers and any other person, firm or corporation who may be injured or damaged by the willful misconduct or negligent acts, errors, and/or omissions of the Consultant, Consultant's employees, or Consultant's subcontractors or subconsultants in the performance of this Agreement.

SECTION VIII CHANGES AND CHANGED CONDITIONS

If, during the course of the work herein contemplated, the need to change the Scope of Services or the time schedule should arise, for whatever reasons, whichever party first identifies such need to change shall notify the other party in writing (e-mail communication is acceptable). The representatives of the parties shall meet within seven (7) working days of the date of such notice, to discuss the need for change so identified and to set the proposed action to be taken by the parties. A change in the Scope of Services may also result in a change in the compensation amount. Compensation changes shall be based upon the Scope of Services and Fee Schedule (**Exhibit A**) attached hereto. Any changes agreed to shall be documented by duly executed amendments to this Agreement.

SECTION IX TERMINATION

Watermaster may terminate Consultant's services at any time by written notice to Consultant at least thirty (30) days prior to such termination. Upon receipt of written notice from Watermaster that this Agreement is terminated, Consultant shall submit an invoice for an amount which represents the value of services actually performed to the date of said notice for which he/she has not previously been compensated. Upon approval of this invoice by Watermaster, Consultant shall be paid from the sum found due after having applied the provisions of Section II, Paragraph D of this Agreement, "Late Performance Penalty," where applicable, and MPWMD shall have no further obligation to Consultant, monetarily or otherwise.

SECTION X
SUB-CONTRACTING AND ASSIGNABILITY

Consultant shall not sub-contract any portion of the work required by this Agreement nor otherwise assign or transfer any interest in it without prior written approval of Watermaster.

SECTION XI
DISCRIMINATION AND FAIR EMPLOYMENT

Attention is directed to Section 1735 of the California Labor Code, which reads as follows:

“No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, martial status, or sex of such persons, except as provided in Section 12940 of the government code and every Consultant for public works violating this section is subject to all penalties imposed by a violation of this chapter.”

The Consultant shall not willfully discriminate against any employee or applicant for employment for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, martial status, or sex of such persons. The Consultant shall ensure that applicants and employees are treated without regard to their race, religious creed, color, national origin, physical disability, mental disability, medical condition, martial status or sex. Such action shall include, but not be limited to, the following: upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION XII
INTEREST OF CONSULTANT

Consultant covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. For breach or violation of this warranty, Watermaster shall have the right to annul this Agreement without liability.

SECTION XIII
CONTINGENT FEES

Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company, or person, other than a

bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gifts, or other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Watermaster shall have the right to annul this Agreement without liability, or at its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage, gift or contingent fee.

SECTION XIV DISPUTES

In the event of a dispute arising out of the performance of this Agreement either party shall, as soon as a conflict is identified, submit a written statement of the conflict to the other party. Within fifteen (15) working days of receipt of such a statement of conflict, the second party will respond and a meeting will be arranged not more than fifteen (15) working days thereafter to arrive at a negotiated settlement or procedure for settlement. If, within forty (40) working days from the initial filing of a statement of conflict an agreement cannot be reached, it is agreed that the dispute may be resolved in a court of law competent to hear this matter. This Agreement shall be construed in accord with California law and it is agreed that venue shall be in the County of Monterey. The prevailing party shall be awarded costs of suit, and attorneys' fees.

SECTION XV NOTICES

All communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at its respective address, as follows:

Watermaster: Seaside Basin Watermaster
 2600 Garden Road, Suite 228
 Monterey, CA 93940

Consultant: Monterey Peninsula Water Management District
 PO Box 85
 Monterey, CA 93942-0085

SECTION XVI AMENDMENTS

This Agreement together with **Exhibits A** sets forth the entire understanding of the parties with respect to the subject matter herein. There are no other agreements expressed or

implied, oral or written, except as set forth herein. This Agreement may not be amended except upon written amendment, executed by both parties hereto.

SECTION XVII
ATTACHMENTS

The following exhibits attached hereto and referred to in the preceding sections are, by reference, incorporated herein and made an integral part of this Agreement:

Exhibit A. Scope of Services and Fee Schedule

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the day and year first above written.

SEASIDE BASIN WATERMASTER

Dated: _____

By: _____

Dewey Evans
Watermaster Executive Officer

[CONSULTANT]

Dated: 4-13-07

By:  GENERAL MANAGER

Monterey Peninsula Water Management District

FEDERAL TAX IDENTIFICATION NUMBER 94-2535586

EXHIBIT A

Monterey Peninsula
Water Management District

SBW-WQ-07-01

SCOPE OF SERVICES AND FEE SCHEDULE

The following scope of services is to be performed pursuant to Seaside Groundwater Basin Watermaster Board authorization at its January 31, 2007 meeting:

- 1) Collect, analyze, and report results of groundwater quality samples from existing MPWMD key coastal monitor wells for the first two quarters of 2007 (i.e., Winter, Spring 2007).

Labor

Field data and sample collection.....\$69/hour
Data preparation and reporting\$84/hour

Outside Services

Equipment rental (air compressor)..... \$300/day
WQ Lab analyses\$180/sample
Miscellaneous materials costsat cost
Outside services admin cost6%

- 2) MPWMD will deliver to the Watermaster a report of groundwater quality data from its network of existing coastal monitor wells for Winter and Spring quarter 2007.

The above scope of work is to be performed at a not-to-exceed amount of \$7,080.



MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

5 HARRIS COURT, BLDG. G
POST OFFICE BOX 85
MONTEREY, CA 93942-0085 • (831) 658-5600
FAX (831) 644-9560 • <http://www.mpwmd.dst.ca.us>

SEASIDE BASIN WATERMASTER MEMORANDUM 2007-02

Date: April 11, 2007
To: Seaside Basin Watermaster
From: Joe Oliver, PG, CHg, Senior Hydrogeologist
Tom Lindberg, Associate Hydrologist
Subject: Results of Quarterly Ground Water Quality Samples Collected in Winter 2007 from MPWMD Seaside Ground Water Basin Coastal Monitor Wells

Summary

This memorandum transmits and summarizes quarterly ground water quality data collected in Winter 2007 by the Monterey Peninsula Water Management District (MPWMD or District) from its network of Seaside Ground Water Basin coastal monitor wells. This information is being provided to the Seaside Basin Watermaster Board for information purposes, and is in compliance with the monitoring protocols described in the Watermaster's *Seaside Basin Monitoring and Management Program* (revised September 5, 2006), which was prepared in response to the March 27, 2006 court decision in the Seaside Basin adjudication case. The chemical data from the Winter 2007 sampling of the District's existing coastal "sentinel" monitor wells do not indicate evidence of seawater intrusion at these locations in the Seaside Basin.

MPWMD Seaside Basin Coastal Monitor Well Network

The District initiated a ground water quality monitoring program in the coastal area of the Seaside Basin in 1990, and the network has been expanded since that time. The water quality data collected from the monitor wells are utilized for the purposes of: (1) characterizing the chemical nature of the ground water, (2) establishing long-term ground water quality trends, and (3) monitoring of seawater intrusion potential into the Seaside Basin. The chemical data reported herein provide information about present water quality conditions in the coastal portion of the basin, and serve as background water quality data for comparison in future studies. The District collects ground water quality data *annually* in the Fall from its network of 12 monitor wells at 6 separate sites in and near the coastal area of the Seaside Basin. In addition to this annual sampling, the District is currently collecting *quarterly* samples from the six monitor wells that are part of this network, which are located at the 3 sites closest to the coastline. These sites,

described herein as the “MPWMD coastal sentinel wells”, are shown on **Figure 1**. At each of these 3 sites, a “shallow” and “deep” monitor well have been installed (either in separate boreholes or as multiple completions in a single borehole), generally corresponding to well completions within the two principal aquifer units in the Seaside Basin, known as the Paso Robles Formation (QTp) and Santa Margarita Sandstone (Tsm), respectively. The Pliocene/Pleistocene-Age QTp is a continental formation comprised of a fluvial mix of clay, silt, sand and gravel, deposited as ancestral valley fill sediments. The Miocene-Age Tsm is a marine and brackish-marine, fine- to coarse-grained arkosic sandstone, which overlies the shales of the Monterey Formation. The monitor wells are constructed of 2-inch PVC casing, with screens isolated in sand “packages” within each aquifer unit. The aquifer units are separated from each other in the wells by cement strata isolation seals.

Water Sample Collection

Water sample collection is accomplished by “air-lift” pumping. The method utilizes a 3/4-inch PVC dedicated airline in the well, which is coupled to an air compressor. The wellhead configuration is fashioned after that shown in **Figure 2**. Due to the small diameter of the monitor wells, the well casing is used as the “eductor” pipe, rather than a separate eductor pipe inside the well. Through experience, it has been determined that acceptable pumping results can be achieved if the bottom of the airline is placed at a depth that gives approximately 50 percent pumping submergence (i.e., the ratio of the length of the airline below the pumping water level to the total length of the airline). The air-lift method can be inappropriate for certain water quality constituents due to chemistry changes brought about by air entrainment in the purged water; however, it is considered appropriate for the suite of inorganic constituents that are currently analyzed from the collected samples.

The volume of water removed from each well prior to sampling is generally three casing volumes, consistent with standard sampling protocol. Sampling is supplemented by field measurement of several indicator parameters that are collected during pumping, which ensures that water quality has stabilized prior to sample collection. Once the samples are collected, they are taken to a State-certified laboratory for analysis.

Winter 2007 Quarter Water Quality Results

Water chemistry analytical results for the quarterly ground water samples collected from the District’s six existing coastal “sentinel” monitor wells on January 30, 2007, are provided in **Table 1**. For comparison, the analytical results from the previous sampling of these same wells in Fall 2006 are provided in **Table 2**. Note that **Table 2** also includes the chemical data for six additional monitor wells that are sampled annually from locations that are farther from the coastline.

The chemical data from the depth intervals sampled at these monitor wells do not indicate evidence of water quality changes indicative of seawater intrusion at these locations in the coastal area of the Seaside Basin. Additional descriptions of the ground water quality results from the District’s Seaside Basin coastal monitor wells can be found in *MPWMD Seaside Basin*

MPWMD Seaside Basin Watermaster Memorandum 2007-02

April 11, 2007

Page 3

Watermaster Memorandum 2007-01, as well as *MPWMD Technical Memorandum 97-02*. Both of these documents are available at the District office for review.

U:\Joe\wp\SBWatermaster\2007\Winter2007WQresults_memo_11apr07.doc

MONTEREY PENINSULA WATER MANAGEMENT DISTRICT
SEASIDE BASIN COASTAL GROUND WATER QUALITY
MONITOR WELL LOCATIONS - JANUARY 30, 2007

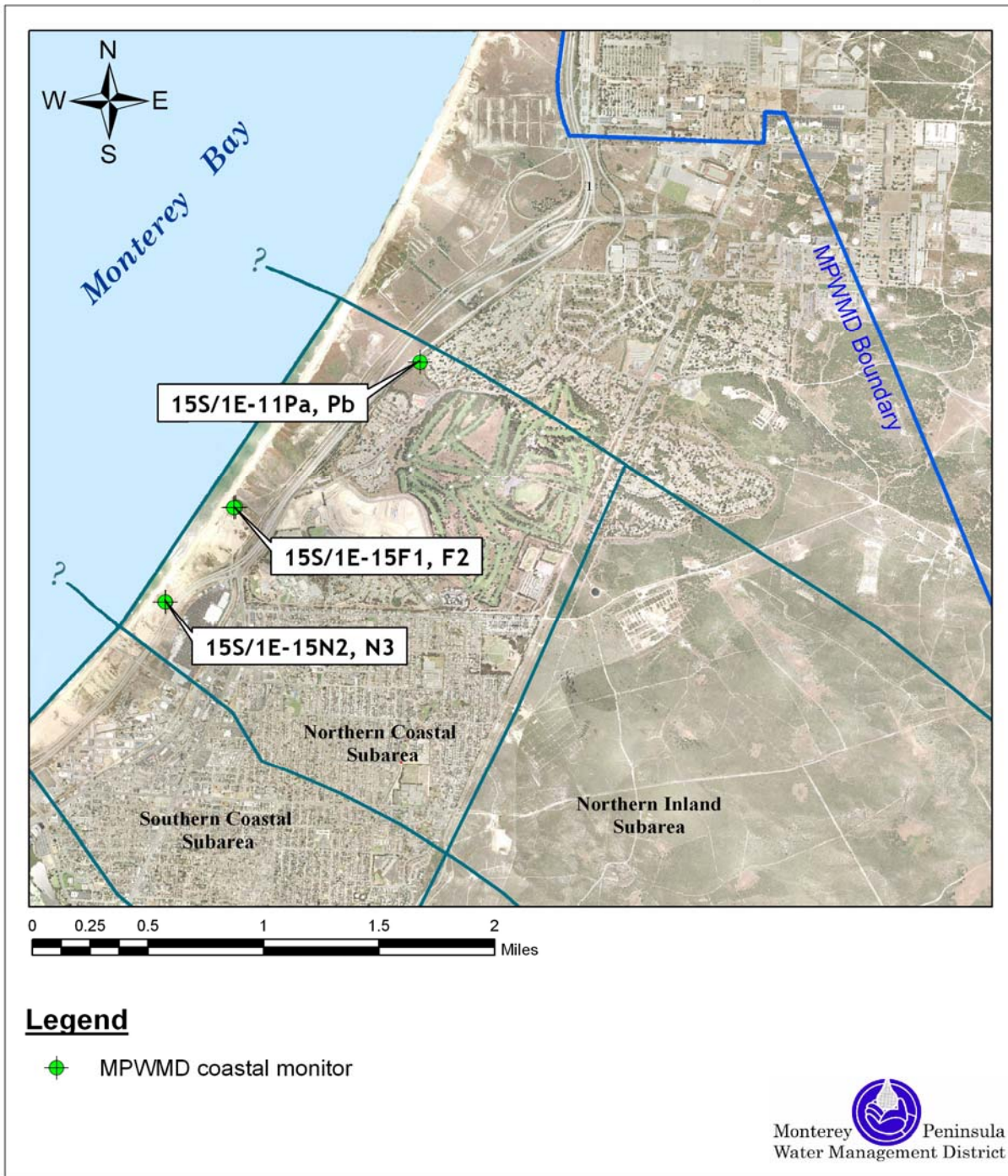


Figure 1. MPWMD Seaside Basin Coastal “Sentinel” Monitor Well Locations.

Ground Water Quality Monitoring Results

Tables

Table 1

MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

GROUND WATER QUALITY MONITORING RESULTS

Seaside Basin Sample Collection Date: January 30, 2007

Units are milligrams per liter unless otherwise noted.

Water Quality Constituent	Specific Conductance (micromhos/cm)	Total Alkalinity (as CaCO3)	pH	Chloride	Sulfate	Ammonia Nitrogen (as NH3)	Nitrate Nitrogen (as NO3)	Nitrate (as NO3-N)	Total Organic Carbon	Calcium	Sodium	Magnesium	Potassium	Iron	Manganese	Orthophosphate
Drinking Water Standard (1)	900 1600 2200 (2)	NA	NA	250 500 600 (2)	250 500 600 (2)	NA	45	NA	NA	NA	NA	NA	NA	0.3	0.05	NA

Sampling Location

15S/1E-15N3 (shal)	325	69	8.1	47	18	0.07	<1	<0.05	0.26	19	38	5	3.5	<0.10	0.031	<0.05
15S/1E-15N2 (deep)	1005	238	8.2	150	45	0.09	<1	<0.05	0.45	80	102	15	4.6	<0.10	0.072	<0.05
15S/1E-15F1 (shal)	311	69	8.1	47	11	<0.05	4	0.97	0.41	20	33	5	2.2	<0.10	<0.02	<0.05
15S/1E-15F2 (deep)	993	224	7.9	152	43	0.10	<1	<0.05	0.65	83	105	16	4.9	0.199	0.101	<0.05
15S/1E-11Pa (shal)	323	62	8.1	56	13	<0.05	1	0.14	0.35	23	33	4	3.6	<0.10	<0.02	<0.05
15S/1E-11Pb (deep)	433	82	8.2	71	15	<0.05	1	0.14	0.29	28	50	3	3.4	<0.10	<0.02	<0.05

Water Quality Constituent	Total Dissolved Solids	Hardness (as CaCO3)	Boron	Bromide	Fluoride
Drinking Water Standard (1)	NA	NA	NA	NA	NA

Sampling Location

15S/1E-15N3 (shal)	234	68	0.24	0.15	0.15
15S/1E-15N2 (deep)	581	262	0.26	0.44	0.25
15S/1E-15F1 (shal)	198	71	0.12	0.15	<0.10
15S/1E-15F2 (deep)	576	273	0.20	0.43	0.28
15S/1E-11Pa (shal)	232	74	0.18	0.18	<0.10
15S/1E-11Pb (deep)	262	82	0.18	0.22	0.12

NOTES:

- (1) Maximum contaminant levels are from California Domestic Water Quality and Monitoring Regulations, Title 22, 1977.
- (2) The three values listed for certain constituents refer to the "recommended" level, the "upper" level, and "short-term use" level, respectively.

Table 2

MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

GROUND WATER QUALITY MONITORING RESULTS

Seaside Basin Sample Collection Date: October 24 and October 25, 2006

Units are milligrams per liter unless otherwise noted.

Water Quality Constituent	Specific Conductance (micromhos/cm)	Total Alkalinity (as CaCO ₃)	pH	Chloride	Sulfate	Ammonia Nitrogen (as NH ₃)	Nitrate Nitrogen (as NO ₃)	Total Organic Carbon	Calcium	Sodium	Magnesium	Potassium	Iron	Manganese	Orthophosphate	Boron
Drinking Water Standard (1)	900 1600 2200 (2)	NA	NA	250 500 600 (2)	250 500 600 (2)	NA	45	NA	NA	NA	NA	NA	0.3	0.05	NA	NA

Sampling Location

15S/1E-15N3 (shal)	320	72	7.8	46	17	0.06	<1	<0.20	17	39	4.8	3.8	<0.10	<0.0005	0.04	0.39
15S/1E-15N2 (deep)	950	240	8.2	155	45	0.09	<1	<0.20	73	105	16	5.0	<0.10	0.051	<0.03	0.29
15S/1E-23Ca (shal)	800	212	8.3	106	37	<0.05	6	0.35	68	79	17	4.4	1.080	0.077	<0.03	0.29
15S/1E-23Cb (deep)	1280	318	8.2	181	89	0.47	<1	0.84	107	132	26	7.1	0.169	0.026	<0.03	0.58
15S/1E-15F1 (shal)	300	68	7.8	46	10	<0.05	4	<0.20	19	33	5.6	2.5	<0.10	<0.0005	<0.03	0.32
15S/1E-15F2 (deep)	960	246	7.7	150	42	0.08	<1	0.27	77	109	18	5.4	0.541	0.085	<0.03	0.34
15S/1E-15K5 (shal)	330	68	7.9	50	10	<0.05	3	<0.20	20	39	6.2	2.9	2.390	0.068	<0.03	0.28
15S/1E-15K4 (deep)	790	208	8.2	109	35	<0.05	<1	<0.20	57	93	12	4.2	0.216	0.092	<0.03	0.33
15S/1E-11Pa (shal)	330	64	7.8	56	12	<0.05	<1	0.42	22	34	4.5	4.1	<0.10	<0.0005	0.04	0.28
15S/1E-11Pb (deep)	420	92	7.9	70	14	<0.05	<1	0.31	26	53	3.7	3.7	<0.10	<0.0005	<0.03	0.31
15S/1E-12Fa (shal)	350	76	7.9	53	19	<0.05	<1	<0.20	22	40	5.7	2.2	<0.10	<0.0005	<0.03	0.23
15S/1E-12Fc (deep)	360	78	7.8	55	17	<0.05	<1	<0.20	22	40	5.5	2.8	<0.10	0.034	<0.03	0.32

NOTES:

(1) Maximum contaminant levels are from California Domestic Water Quality and Monitoring Regulations, Title 22, 1977.

(2) The three values listed for certain constituents refer to the "recommended" level, the "upper" level, and "short-term use" level, respectively.

SEASIDE GROUNDWATER BASIN WATERMASTER

Milestones

BLUE TEXT = COMPLETED

ADMINISTRATIVE

Board Terms	Two-Year
Budget (Administrative) ⁶	January 15 each year
Budget (Operations) ⁶	January 15 each year
Budget (Replenishment) ⁶	January 15 each year
Watermaster Board Regular Meeting Schedule	
	Wednesday, March 07, 2007
	Wednesday, April 18, 2007
	Wednesday, May 02, 2007
	Wednesday, June 06, 2007
	Tuesday, July 03, 2007
	Wednesday, August 01, 2007
	Wednesday, September 05, 2007
	Wednesday, October 03, 2007
	Wednesday, November 07, 2007
	Wednesday, December 05, 2007

OPERATIONS

Critical Dates	
Adjudication ordered by Court and filed	March 27, 2006
Monitoring and Management Plan submitted to Court for review	May 17, 2006
Watermaster submission of a revised Monitoring and Management Plan and Replenishment Assessment Calculation to the Court	January 12, 2007
Service Contract for Well Installation and Implementation of BMMP	
1-Year Anniversary of Adjudication: Provide further estimates, programs and plans ⁵	March 27, 2007
Report to Court designation of sites for drilling groundwater monitoring wells required by BMMP	June 11, 2007
Timelines	
Program Administration (RBF, MPWMD)	
1. Develop scope of services and RFP for consultant program oversight	Completed 2006
2. Develop Implementation Plan	Completed March 2007
3. Watermaster Board and Judge review of Implementation Plan	Completed March 2007
4. Review proposals, secure oversight consultant contract	Contract to be presented at April 11, 2007
Basin Monitor Well Construction	
1. Develop scope of services and RFP for consultant program oversight	Completed
2. Review proposals, Secure oversight consultant contract	Completed
3. CEQA Notice of Exemption	March 14, 2007
4. California Coastal Commission	March 14, 2007
5. State Parks ROE Permit	April 11, 2007
6. MoCo Env Health Well Construction Permit	April 4, 2007
7. Develop scope of services and request bids for drilling/monitor wells	April 11, 2007
8. Sentinel Monitor Well Construction	May 23, 2007
9. Sentinel Monitor Well Development	June 20, 2007
10. ASR Monitor Well Construction (by CWP)	November 30, 2007
Production, Water Level and Water Quality Monitoring (RBF, MPWMD, ASR/Pueblo)	
1. Develop database RFP	Completed March 2007
2. Review proposals, select consultant	Contract to be presented at April 11, 2007
3. Review existing MPWMD database	May 11, 2007
4. Develop Scope to Enhance or Create New Database	June 8, 2007
5. Create Basin Management Database	August 3, 2007
6. Populate database (historical & current data from all sources)	September 28, 2007
7. Establish data exchange and collection protocol	May 25, 2007

8. Develop data archiving procedures	May 25, 2007
9. Develop data QA/QC procedures	May 25, 2007
10. Review Laguna Seca and Subcoastal monitor wells	October 26, 2007
11. Laguna Seca WQ investigatio	October 26, 2007
Seaside Basin Management Program (RBF, MPWMD)	
1. Develop scope of services and budget for consultant	Completed March 2007
2. Advertise, select consultant, execute contract	Contract to be presented at April 11
3. Review groundwater models, select best model for enhancement	Completed February 2007
4. Durbin Model documentation	May 4, 2007
5. Initial review of supplemental water supplies into the Basin	October 26, 2007
Seawater Intrusion Detection Program (RBF, MCWRA, Hydrometrics)	
1. Develop seawater intrusion analysis protocol	October 12, 2007
2. Prepare baseline water level contour map	February 1, 2008
3. Analyze and map water quality from new sentinel wells	February 1, 2008
4. Prepare mapping of baseline basin pumping	February 29, 2008
5. Graph and map historic data/establish baseline WQ	March 28, 2008
Other Critical Dates	
Each Producer ¹ is authorized to Produce its Production Allocation ² within the designated Subarea ¹ in each of the first three Water Years. ³ Alternative Producers may change to Standard Production by March 27, 2009 by filing a declaraton with the Court and with the other parties.	Each 3 Water Years and by March 29, 2009
Commencing with the fourth Water Year and Triennially thereafter, the Operating Yield for both Subareas will be decreased by 10% until the Operating Yield is equivalent to the Natural Safe Yield unless by recharge or reclaimed water use results in a decrease in production of Native Water as required by the decision.	
- 75% of the Operating Yield of 5,600 af could be decreased 10% 1/1/09	
- Operating yield could decrease 10% every three years on October 1st until it is the equivalent of Natural Safe Yield	
Each Water Year by November 15th, the Watermaster will determine and levy a Replenishment Assessment ⁴ on each Standard Producer ¹ , with payment due from Producer 40 days after the levy is mailed	November 15 each year
After the close of each Water Year, the Watermaster will determine and levy a Replenishment Assessment ⁴ against all Producers ¹ that incurred Operating Yield Over Production during the Water Year, with payment due from Producer by January 15th.	November 30 each year
California American Water is to submit annually to the Watermaster any augmentation to the water supply for possible credit toward Replenishment Assessment	Annually
Water level monitoring - monthly data collection <i>from all members</i>	Reported Annually
Water quality monitoring - yearly data collection <i>from all members</i>	Reported Annually
Summary report of water resources data <i>to all members/parties</i>	Reported Quarterly
Annual Report to Court	Annually
¹ See Sheet 2	
² Base water rights x Operating Yield in excess of the sum of the Alternative Production Allocations (See Sheet 2)	
³ October 1 through September 30	
⁴ Replenishment Assessment to offset the cumulative Basin Over Production	
⁵ (a) Develop improved estimates of the natural and secondary recharge within the Basin; (b) develop & implement a program for collecting groundwater production, water use, and land use data for the the Basin and appropriate adjacent areas; (c) develop a suitable groundwater model fo the Basin and appropriate adjacent areas; (d) develop a plan of action to be implemented to avoid various adverse effects in the Basin, including seawater intrusion; and (e) develop a plan of action to contain seawater intrusion, should it occur. Include a timeline to secure both non-native water and recycled water.	
⁶ If no objections within 15 days, budget is final. If objections, Watermaster Board shall consider them within 10 days.	

10:55 AM
 02/02/07
 Accrual Basis

Seaside Groundwater Basin Watermaster
Budget vs. Actual
Administrative Fund
 Fiscal Year (January 1 - December 31, 2007)
 Balance Through March 31, 2007

	<u>Adopted Budget</u>	<u>Expenses</u>	<u>Balance</u>
Assessment			
FY 2006 Rollover	58,866.47		
Assessment 2007	64,000.00		64,000.00
Total	<u>122,866.47</u>		<u>122,866.47</u>
Total			
Expense			
Administrative			
Computer Maint. & Supplies	3,000.00	37.52	2,962.48
Contract Staff	60,000.00	18,562.50	41,437.50
Meetings, Travel & Membership	2,000.00	0.00	2,000.00
Mileage Reimbursement	1,500.00	0.00	1,500.00
Office Consumables & Other	6,000.00	311.33	5,688.67
Office Equip. Maint. & Rental	1,000.00	0.00	1,000.00
Office Rental	3,500.00	840.00	2,660.00
Administrative Support	8,000.00	3,775.00	4,225.00
Legal	10,000.00	0.00	10,000.00
Utilities	1,000.00	311.30	688.70
Total Administrative	<u>96,000.00</u>	<u>23,837.65</u>	<u>72,162.35</u>
Total	<u>96,000.00</u>		
Total Available	26,866.47		
Less Dedicated Reserve	<u>25,000.00</u>		
Net Available	<u>1,866.47</u>		

10:10 AM
 02/02/07
 Accrual Basis

Seaside Groundwater Basin Watermaster
Budget vs. Actual
Monitoring & Management - Operations Fund
 Fiscal Year January 1 - December 31, 2007
 Balance Through March 31, 2007

	<u>Adopted Budget</u>	<u>Encumbrance</u>	<u>Expense</u>	<u>Balance</u>
Assessment				
Monitoring & Mgmt Fund - Ops	400,000.00			400,000.00
Total Assessment	<u>400,000.00</u>			<u>400,000.00</u>
Expense				
Monitoring & Management - Ops				
Groundwater Modeling				
Feeney, Martin B.	14,600.00	0.00	14,755.59	-155.59
GW Modeling Consultants Travel	16,370.00	0.00	14,972.52	1,397.48
Total Groundwater Modeling	<u>30,970.00</u>	<u>0.00</u>	<u>29,728.11</u>	<u>1,241.89</u>
BMMP Implementation Work Plan (contract awarded to RBF consulting)	35,000.00	35,000.00		0.00
GW Resource Database				
Annual Maintenance 40 hours/qtr	11,200.00	0.00	0.00	11,200.00
Develop/Populate 200 hrs	14,000.00	0.00	0.00	14,000.00
Total GW Resource Database	<u>25,200.00</u>	<u>0.00</u>	<u>0.00</u>	<u>25,200.00</u>
Monitoring of wells				
Coastal well monitoring	48,240.00	7,080.00 ⁽¹⁾	0.00	41,160.00
Inland well monitoring	2,240.00		0.00	2,240.00
Total Monitoring of wells	<u>50,480.00</u>	<u>7,080.00</u>	<u>0.00</u>	<u>43,400.00</u>
Totals	<u>141,650.00</u>	<u>42,080.00</u>	<u>29,728.11</u>	<u>69,841.89</u>
Total Assessment Available	<u>258,350.00</u>			

Notes:

- (1) Contract awarded to MPWMD to record, monitor, and analyze well water extractions for first two quarters (six months) of calendar year 2007.

10:38 AM
 02/02/07
 Accrual Basis

**Seaside Groundwater Basin Watermaster
 Budget vs. Actual
 Monitoring & Management - Capital Fund
 Fiscal Year (January 1 - December 31, 2007)
 Balances Through March 31, 2007**

	<u>Budget</u>	<u>Encumbrance</u>	<u>Income/ Expense</u>	<u>Balance</u>
Assessment				
Monitoring & Mgmt Fund - Capit	1,000,000.00		250,000.00	750,000.00
Total Assessment	<u>1,000,000.00</u>		<u>250,000.00</u>	<u>750,000.00</u>
Expense				
Monitoring & Management - Cap				
Coastal Wells Dataloggers (22)	44,000.00	0.00	0.00	44,000.00
Inland Wells Dataloggers (2)	4,000.00	0.00	0.00	4,000.00
Monitor Well Construction (5)	900,000.00	846,025.00	3,975.00	50,000.00
Total Monitoring & Management - Cap	<u>948,000.00</u>	<u>846,025.00</u>	<u>3,975.00</u>	<u>98,000.00</u>
Reserve Available	52,000.00			
Balance of Assessment after Expenses	98,000.00			
Total Assessment Available	<u>150,000.00</u>			

**Seaside Groundwater Basin Watermaster
Budget vs. Actual
Replenishment Fund
Fiscal Year (January 1 - December 31, 2007)
Balances Through March 31, 2007**

	<u>Budget</u>	<u>Encumbrance</u>	<u>Income/ Expense</u>	<u>Balance</u>
Assessment				
Replenishment Fund				
California American Water	2,106,000.00			2,106,000.00
(Credit Toward Replenishment Assessment) ¹	0.00			0.00
Total California American Water Assessment	<u>2,106,000.00</u>			<u>2,106,000.00</u>
City of Seaside				
Exceeding Natural Safe Yield considering Alternative Producers	169,010.00			169,010.00
Operating Yield Overproduction Replenishment	50,940.00			50,940.00
Total City of Seaside	<u>219,950.00</u>			<u>219,950.00</u>
Total Assessment	<u>2,325,950.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,325,950.00</u>
Expense				
Total Expense	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Assessment Available	<u>2,325,950.00</u>			

¹ Subject to Board approval at March 7, 2007 Watermaster Board meeting.