

SEASIDE GROUNDWATER BASIN WATERMASTER

SPECIAL BOARD MEETING AGENDA

WEDNESDAY, JANUARY 21, 2009, 2:00 P.M.

MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY

BOARD ROOM, 5 HARRIS COURT, BUILDING "D"

"RYAN RANCH"

MONTEREY, CALIFORNIA

WATERMASTER BOARD:

City of Seaside – Mayor Ralph Rubio, Chair

Coastal Subarea Landowner – Director Paul Bruno, Vice Chair

Monterey Peninsula Water Management District – Director Judi Lehman, Secretary

City of Del Rey Oaks – Mayor Joseph Russell, Treasurer

California American Water – Director Craig Anthony

Laguna Seca Subarea Landowner – Director Bob Costa

City of Sand City – Mayor David Pendergrass

Monterey County/Monterey County Water Resources Agency -- Supervisor Dave Potter, District 5

City of Monterey – Councilmember Frank Sollecito

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MINUTES;

The minutes of the Regular Board meeting of December 3, 2008 is attached to this agenda. Watermaster Board is requested to consider approving the minutes.

IV. REVIEW OF AGENDA

If there are any items that arose after the 72-hour posting deadline, a vote may be taken to add the item to the agenda pursuant to the requirements of Government Code Section 54954.2(b). (A 2/3-majority vote is required.)

V. PUBLIC 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. Consider Approval of Summary for Payments Made in December, 2008 totaling \$137,099.57

B. Consider Year-End Financial Reports – Through December 31, 2008

C. Consider Approval of MPWMD RS No. 2009-03 for Database Hosting Work

VII. ORAL PRESENTATION – None Scheduled

VIII. OLD BUSINESS

- A. Consider Finalizing the SIRP report prepared by HydroMetrics and approved by the TAC

IX NEW BUSINESS

- A. Consider Adopting for Water Year 2009 a **Declaration regarding the Unavailability of Artificial Replenishment Water** (Water Year 2009 Allocations attached)
- B. Consider Approving Report to be submitted to Judge Randall answering, the Court's questions posed at the December 12, 2008 Court Hearing on the Watermaster Annual 2008 Report to the Court
- C. Consider Approving Professional Services Agreement and RFS No. 2009-01 with Denise Duffy and Associates to Perform CEQA Work on the Seawater Intrusion Response Plan and the Basin Management Action Plan.
- D. Consider Approving RFS No. 2009-02 with HydroMetrics LLC to Perform Ground Water Monitoring and Develop Protective Water Levels

X INFORMATIONAL REPORTS (No Action Required)

- A. Timeline Schedule of Milestone Dates (Critical date monitoring)
- B. Technical Advisory Committee (TAC) minutes of December 10, 2008
- C. Court Approval of Request to allow APA to SPA in Perpetuity
- D. Assessments Invoiced for FY 2009
- E. California Public Utilities Commission will release Draft Environmental Impact Report for Cal-Am Coastal Water Project on January 30, 2009

XI. DIRECTOR'S REPORTS

XII. EXECUTIVE OFFICER COMMENTS

XIII. NEXT REGULAR MEETING DATE –FEBRUARY 4, 2009 (MRWPCA-Board Room) 2:00 P.M.

XIV. 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 Resources Agency and the California American Water Company for posting on January 16, 2009 per the Ralph M. Brown Act, Government Code Section 54954.2(a).

ITEM NO. III.

**APPROVAL OF
MINUTES**

REGULAR MEETING
Seaside Groundwater Basin Watermaster
December 3, 2008

DRAFT MINUTES

I. CALL TO ORDER

Chairman Rubio called the meeting to order at 2:04 p.m. in the Monterey Regional Water Pollution Control Agency Boardroom at 5 Harris Court, Building D, Monterey.

II. ROLL CALL

City of Seaside – Mayor Ralph Rubio, Chairman
Coastal Subarea Landowner – Director Paul Bruno, Vice Chair
Monterey Peninsula Water Management District (“MPWMD”) – Director Judi Lehman, Secretary
City of Del Rey Oaks – Mayor Joseph Russell, Treasurer
Laguna Seca Subarea Landowner – Gary Cursio (Alternate)
California American Water (“CAW”) – Director Tom Bunosky
City of Monterey – Les Turnbeaugh (Alternate)
City of Sand City – Mayor David Pendergrass

Absent:

Monterey County/Monterey County Water Resources Agency (“MCWRA”) – Supervisor David Potter

III. APPROVAL OF MINUTES

Moved by Director Lehman, seconded by Director Bruno, and unanimously carried to approve the minutes of the Regular Board meeting held November 5, 2008.

IV. REVIEW OF AGENDA

There were no changes to the agenda.

V. PUBLIC PARTICIPATION/ORAL COMMUNICATIONS

There were no questions or comments from the public.

VI. CONSENT CALENDAR

- A. Consider approval of Summary of Payments made in November 2008 totaling \$37,758.74
- B. Consider current year Financial Reports – through November 30, 2008

Moved by Director Bunosky, seconded by Director Turnbeaugh, and unanimously carried, to approve items A and B of the consent calendar.

VII. ORAL PRESENTATION – None.

VIII. OLD BUSINESS

- A. The board reviewed the submitted revised draft Memorandum of Understanding (“MOU”) between Watermaster and California American Water (“CAW”) for conditions of credit

against Replenishment Assessment fees. Director Cursio questioned why the CAW obligation to replenish the Basin would cease if and once the threat of seawater intrusion was eliminated by heightened groundwater levels in the future even if the amount replenished was at a lesser amount than over pumped by CAW in the past. Director Bunosky stated that further replenishment beyond the determination of a healthy Basin would flow out of the area and would not be of any environmental or community benefit. He and Attorney Don Freeman stated the paragraph was intended to delineate the process for CAW to petition the Court to rule on physical solution being achieved and allowing suspension of further replenishment by CAW; Director Bunosky was not adverse to removing the last sentence in item 4 under Agreement in the MOU.

Moved by Director Cursio and seconded by Mayor Russell to delete the last sentence of item 4 of the Agreement section of the Memorandum of Understanding between Seaside Basin Watermaster and California American Water.

Roll Call Vote:	Director Lehman	Yes	Weight:	2
	Mayor Pendergrass	No	Weight:	1
	Mayor Russell	Yes	Weight:	1
	Director Bruno	No	Weight:	0.5
	Director Turnbeaugh	No	Weight:	1
	Director Cursio	Yes	Weight:	0.5
	Director Bunosky	No	Weight:	3
	Mayor Rubio	No	Weight:	2

Weighted Vote: Ayes: 3.5 Noes: 7.5 Absent: 2

Motion failed.

Attorney Freeman stated that it was his understanding that Attorney Eric Robinson had requested to delete item 2 (b) iii under Agreement of the MOU. Director Bunosky stated that CAW had proposed to omit that language. The paragraph would allow CAW to purchase future replenishment water at the per-acre-foot unit cost calculated for the relevant water year when the Replenishment Assessment credit was given CAW instead of at the future calculated cost if higher.

Moved by Director Bruno, seconded by Mayor Pendergrass, and carried to approve the Memorandum of Understanding between Seaside Basin Watermaster and California American Water with paragraph 2 (b) iii deleted. Mayor Russell opposed, objecting to the amount of the credit and its application toward CAW expenses for the Moss Landing project.

- B.** The board reviewed the submitted contract amendments for fiscal year 2008 for HydroMetrics LLC and RBF Consulting. Director Turnbeaugh noted that the Watermaster Technical Advisory Committee went over each amendment in detail and recommended approval of both.

Moved by Director Turnbeaugh, seconded by Director Bunosky, and unanimously carried to approve the contract amendment for HydroMetrics in the amount of \$13,532.00, and for RBF Consulting for \$3,124.00.

IX. NEW BUSINESS

- A. Technical Program Manager Robert Jaques reviewed the submitted transmittal regarding contracts to let for fiscal year 2009. Chair Rubio requested for clarity that the name of the professional be stated in the Request for Services within the contracts with each agency for 2009, instead of just using the term "Professional."

Moved by Director Turnbeaugh, seconded by Director Bunosky, and unanimously carried to approve with clarification as to the professional in the RFS of each: two contracts with Monterey Peninsula Water Management District for \$110,600 and \$5,760 for work on Seaside Basin Monitoring and Management Program; one contract with Monterey County Water Resources Agency for \$13,455 for continued work on Seaside Groundwater Basin Management and Monitoring Program; one contract with HydroMetrics for \$78,920 to finish the Basin Management Action Plan and the Seawater Intrusion Response Plan, provide the Seawater Intrusion Analysis Report for 2009, and to provide general hydrogeologic consulting services as needed; and one contract with Martin Feeney for \$6,000 for initial monitoring well assistance work.

- B. CEO Evans requested that the item regarding the Declaration regarding the unavailability of artificial replenishment water for Water Year 2009 and pumping limits be pulled for recalculation to take into consideration the 10% ramp-down in pumping in the current water year; the item would be presented at the January 7, 2009 board meeting.

X. INFORMATIONAL REPORTS (No Action Required)

- A. Timeline Schedule of Milestone Dates (Critical date monitoring)
B. Technical Advisory Committee ("TAC") minutes of October 29 and November 12, 2008
C. Court filing regarding transferability of APA rights in perpetuity
There were no questions or comments.

XI. DIRECTOR'S REPORTS

There were no reports from directors.

XII. EXECUTIVE OFFICER COMMENTS

CEO Evans reported the next TAC meeting is on December 10, 2008. There is a Court hearing scheduled for December 12, 2008 at 1:30 p.m. at Monterey County Courthouse. The 2009 Watermaster regular meeting dates are reserved to be held at the current location of the MRWPCA board room at 2:00 p.m.

XIII. NEXT MEETING DATE – Regular Meeting to be held on January 7, 2009 , at the Monterey Regional Water Pollution Control Agency (MRWPCA) Board meeting room at 5 Harris Court, Building "D" on Ryan Ranch in Monterey at 2:00 p.m.

- XIV. There being no further business, Chairman Rubio adjourned the meeting at 2:36 p.m.

ITEM NO. VI.

CONSENT CALENDAR

SEASIDE GROUNDWATER BASIN
WATERMASTER

TO: Board of Directors
FROM: Dewey D Evans, CEO
DATE: January 21, 2009
SUBJECT: Summary of Payments Authorized to be paid in December, 2008.

PURPOSE:

To advise the Board of payments authorized to be paid during the month of December, 2008

RECOMMENDATIONS:

Consider approving the payment of bills submitted and authorized to be paid during the month of December, 2008

COMMENTS and FISCAL IMPACT:

DDEvans Consulting (Professional Services Agreement—CEO) –November 27, 2008 through December 31, 2008; worked on Watermaster business a total of 64.5 hours at \$100.00 per hour or **\$6,450.00**. Prepared and distributed Board of Director’s agenda packets for December 3, 2008 Regular Board meeting. Reviewed and discussed TAC meeting agendas with Bob Jaques and others as appropriate. Had series of meetings, telephone calls and e-mail correspondence with variety of individuals interested in what is happening with the Seaside Basin, with special interest this month on alleged miscalculations in determining the City of Seaside’s replenishment assessment for WY 2009. Coordinated setting up and attending various Watermaster related committee meetings. Discussed and took action on questions posed by Judge Randall regarding the Annual Report sent to the Court in November. Reviewed and sent out FY 2009 assessments to responsible parties. Coordinated preparation of Board meeting packet with many involved participants, paid bills, attended variety of meetings regarding Watermaster issues

Robert “Bob” Jaques (Technical Program Manager)—November 24, 2008 through December 23, 2008 worked a total of 50.0 hours at \$100.00 per hour or **\$5,000.00**. Prepared material, attended and transcribed minutes of several TAC meetings during the month. Prepared Board meeting agenda item and e-mailed to CEO, attended Board meeting. Met with Laura and D. Evans on agenda items and preparing for future Board meeting agendas. Coordinated various staff reports for Board meeting of December 3, 2008. Worked on Annual Report and Replenishment Assessment calculations and attended Watermaster related meetings as required. Prepared RFS’s for several consultant’s including HydroMetrics, RBF Consulting, MRWPCA, MPWMD, MCWRA and Martin Feeney. Discussed and reviewed new monitoring siting with Joe Oliver and Martin Feeney.

HydroMetrics, LLC – Original Contract for \$145,530.00 dated February 7, 2008, later revised and updated twice; the first on July 30, 2008, RFS No 2008-02 for \$7,516.25 and the second; RFS 2008-03 on December 3, 2008 for \$13,532.00 for a new total of \$166,578.25—One invoice was submitted and authorized for payment during the month. The invoice dated December 12, 2008 was for 89.5 hours at \$145.00 per hour and other related costs for a total of **\$13,464.22**. The work performed during this period concentrated on finalizing the BMAP, SIRP and SIAR. They submitted the final SIAR, and have completed and delivered the draft SIRP.

MCWRA—Original Contract for \$7,935.00 dated January 1, 2008, later revised and updated by \$2,875.00 on July 30, 2008, RFS 2008-02 for a total of \$10,810.00—One invoice was submitted and authorized for payment during the month The invoice dated December 31, 2008 was for **\$9,404.04**. and consisted of 80 hours at \$115.00 per hour plus related costs.

MPWMD—During FY 2007 a contract was entered into with MPWMD for \$76,080.00. The total amount billed under this contract was \$53,594.22 and the total amount paid was \$48,234.71. A total of \$5,359.51 was held back as the 10% retention as specified in the contract. Recently, it was determined that the retention amount could now be released as the contract work has been completed. In addition, an invoice for work performed under the contract entered into on January 1, 2008 for \$112,720.00 for the three month period of July 1st through September 30, 2008 for \$27,482.11 was received and authorized for payment. The total payment authorized for these two items during the month of December was **\$32,841.62**

RBF Consulting—Original Contract for \$390,071.00 dated April 18, 2007 later revised and reduced to \$347,471.00 by an amended contract dated October 17, 2007.—Final invoice was submitted after all the terms of the contract were completed and the work was found to be satisfactory. The final payment of **\$69,939.69** was authorized and submitted for payment during December, 2008. This payment consists of all the retention amounts held plus reflects a payment of the amended amount billed earlier plus the fees charged for hosting the database server through November, 2008.

Total payments authorized to be paid during December totaled **\$137,099.57**

Seaside Groundwater Basin Watermaster
Budget vs. Actual Administrative Fund
 Fiscal Year (January 1 - December 31, 2008)
 Balance through December 31, 2008

	Estimated Balances & 2008 Adopted Budget	Year to Date Income/ Expenses	Balance
Available Balances & Assessments			
Dedicated Reserve	25,000.00	-	-
FY 2007 (Estimated Rollover)	21,216.00	21,216.00	-
FY 2008 Assessments	87,000.00	87,000.00 *	0.00
Available	133,216.00	108,216.00	0.00
Expenses			
Contract Staff	108,000.00	90,325.00	17,675.00
Total Administrative	108,000.00	90,325.00	17,675.00
Total Available	25,216.00		
Dedicated Reserve	25,000.00		
Net Available	216.00		

* California American Water is due an \$8,000 credit on 2009 Administrative Assessment

Seaside Groundwater Basin Watermaster
Budget vs. Actual Monitoring & Management - Operations Fund
 Fiscal Year (January 1 - December 31, 2008)
 Balance through December 31, 2008

ITEM VI.B.
 1/21/2009

	2008 Adopted Budget	Contract Amounts	Year to Date Income/ Expense
Available Balances & Assessments			
Monitoring & Management - Ops Fund	\$ 430,240.00	\$ -	\$ 419,699.20
FY 2007 (Estimated Rollover)	110,000.00	-	110,000.00
Estimated Total Available	\$ 540,240.00	\$ -	\$ -
Expended in 2007 for RBF	316,034.75	-	-
2007 RBF Payments + Estimated Total Available	\$ 856,274.75	\$ -	\$ 529,699.20
Appropriations & Expenses			
GENERAL			
Technical Project Manager	\$ 100,000.00	\$ 100,000.00	\$ 61,523.76
Contingency @ 20% (not including TPM)	55,040.00	\$ 55,040.00	-
Total General	\$ 155,040.00	\$ 155,040.00	\$ 61,523.76
CONSULTANTS (Hydrometrics)			
Program Administration	\$ 12,000.00	\$ 43,058.25	\$ 41,806.08
Production/Lvl/Qlty Monitoring	13,000.00	-	145.00
Basin Management	100,000.00	74,980.00	73,112.46
Seawater Intrusion	40,000.00	48,540.00	51,446.26
Total Consultants	\$ 165,000.00	\$ 166,578.25	\$ 166,509.80
CONSULTANTS (RBF 2007 Release of Retention)			
Program Administration	\$ 80,900.00	\$ 62,900.00	\$ 59,072.80
Monitor Well Construction Oversight	14,471.00	12,471.00	12,697.77
Production/Lvl/Qlty Monitoring	144,600.00	122,000.00	147,268.63
Basin Management	6,300.00	6,300.00	6,300.00
Seawater Intrusion	88,800.00	88,800.00	74,300.00
Durbin Model Documentation	40,000.00	40,000.00	40,000.00
Direct Costs	15,000.00	15,000.00	7,831.80
Total 2007 Phase I Amended Contract	\$ 390,071.00	\$ 347,471.00	\$ 347,471.00
BMMP Implementation Work Plan	35,000.00	35,000.00	35,000.00
Total 2007 BMMP Contract	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00
CONSULTANTS (RBF 2008 Server hosting)			
Direct Costs - Data Server	15,800.00	15,800.00	3,503.44
Production/Lvl/Qlty Monitoring	-	1,988.00	-
Total 2008 Contract	\$ 15,800.00	\$ 17,788.00	\$ 3,503.44
Grand Total RBF	\$ 440,871.00	\$ 400,259.00	\$ 385,974.44
MPWMD			
Production/Lvl/Qlty Monitoring	\$ 65,700.00	28,800.00	\$ 36,056.53
Basin Management	5,000.00	4,800.00	5,198.68
Seawater Intrusion	6,000.00	7,200.00	5,400.00
Direct Costs	-	71,920.00	34,170.55
Total MPWMD	\$ 76,700.00	\$ 112,720.00	\$ 80,825.76
MCWRA			
Program Administration	\$ -	\$ 2,875.00	\$ -
Production/Lvl/Qlty Monitoring	2,500.00	2,645.00	1,411.54
Basin Management	1,000.00	920.00	4,830.00
Seawater Intrusion	4,000.00	4,370.00	3,162.50
Total MRWMD	\$ 7,500.00	\$ 10,810.00	\$ 9,404.04
CENTRAL COAST SURVEYORS			
Reference point determinations at wells	\$ -	\$ -	\$ 8,000.00
Total Appropriations & Expenses	\$ 845,111.00	\$ 845,407.25	\$ 712,237.80
Total Estimated Available	110,000.00		

Seaside Groundwater Basin Watermaster
Budget vs. Actual Replenishment Fund
 Fiscal Year (January 1 - December 31, 2008)
 Balance through November 30, 2008

	FY 2006 Adopted Budget	FY 2007 Adopted Budget	FY 2008 Adopted Budget	Total to Date	FY 2009 Adopted Budget	Projected Totals Through WY 2009
Assessments:	WY 05/06	WY 06/07	WY 07/08		WY 08/09	
Replenishment Fund						
California American Water						
Exceeding Natural Safe Yield						
Considering Alternative Producers	2,106,652	2,594,166	5,352,939	\$ 10,053,757	6,690,432	\$ 16,744,189
Operating Yield Overproduction						
Replenishment	-	78,838	34,045	\$ 112,883	41,648	\$ 154,531
Total California American	2,106,652	2,673,004	5,386,984	\$ 10,166,640	6,732,080	\$ 16,898,720
CAW Credit Against Assessment	(465,648)		(12,305,924)	\$ (12,771,572)	-	\$ (12,771,572)
CAW Credit Balance			(6,918,940)	(2,604,932)	(2,604,932)	
CAW Unpaid Balance	1,641,004	2,673,004	-	\$ -	4,127,148	\$ 4,127,148
City of Seaside - Municipal						
Exceeding Natural Safe Yield						
Considering Alternative Producers	169,010	181,672	414,001	\$ 764,683	487,920	\$ 1,252,603
Operating Yield Overproduction	50,940	511	16,898	\$ 68,349	69,085	\$ 137,434
Total Municipal	219,950	182,183	430,899	\$ 833,032	557,005	\$ 1,390,037
City of Seaside - Golf Courses						
Exceeding Natural Safe Yield -						
Alternative Producer	-	-	131,705	\$ 131,705	161,120	\$ 292,825
Replenishment	-	-	131,705	\$ 131,705	161,120	\$ 292,825
Total Golf Courses	-	-	263,410	\$ 263,410	322,240	\$ 585,650
Total City of Seaside*	219,950	182,183	694,309	\$ 1,096,442	879,245	1,975,687
City of Seaside Paid Assessments	(219,950)	(182,183)	-	\$ (402,133)	-	(402,133)
City of Seaside Unpaid Balance	-	-	694,309	\$ 694,309	879,245	\$ 1,573,554
Total Assessments	1,641,004	2,673,004	694,309	\$ (1,910,623)	5,006,393	3,095,770

*City of Seaside is currently contesting Watermaster's method of calculation of Replenishment Assessments and payments of assessments by City of Seaside will be held in abeyance by Watermaster until the issue is resolved.

**SEASIDE GROUNDWATER BASIN
WATERMASTER**

TO: Board of Directors

FROM: Robert S. Jaques, Technical Program Manager
FORMATTED AND APPROVED BY: Dewey D Evans, CEO

DATE: January 21, 2009

SUBJECT: Consider Approval of RFS No. 2009-03 with MPWMD for Database Hosting Work

RECOMMENDATION:

Authorize Watermaster staff to execute the attached RFS No. 2009-03 to MPWMD to carry out this work for a not-to-exceed cost of \$5,840. This is within the amount budgeted for this work in the adopted Fiscal Year 2009 Watermaster Budget.

BACKGROUND:

For many months now we have been working with RBF, the firm that prepared the Watermaster's Database, to obtain the "documentation" materials for the Database, and to have certain deficiencies corrected in the Database. The documentation materials are the programming documents and code which constitutes the Database, and which is needed to install and maintain it on a hosting site. We have recently received all of the documentation materials from RBF, and have been able, through the help of MPWMD and its staff, to set it up on MPWMD's computer system for pilot testing. That testing has confirmed that the Database can be made fully operational on the MPWMD system.

Through an intense series of emails, telephone conferences, and other actions between Watermaster staff and its consultants, and RBF, all of the outstanding issues pertaining to RBF's preparation of the Watermaster's Database have now been resolved. All work described in the original scope-of-work of RBF's 2007 contract with the Watermaster has been completed, and final payment, including release of retainages, is being processed.

DISCUSSION:

A proposal was solicited from Zone 24X7, MPWMD's database consultant, to deploy the database to a local hosting site at MPWMD's offices, rather than at the RBF web-hosting site, and to transition the database from a pilot testing mode into a production mode. With the

completion of this work, the database will be web-accessible through a link on the WATERMASTER's Home Page.

The proposal is contained in RFS No. 2009-03, which will authorize MPWMD to have this work performed by Zone 24X7, acting as a subcontractor to MPWMD. There is no markup of costs by MPWMD to have this work performed by their database contractor. The amount authorized by RFS No. 2009-03 is \$5,840, and was budgeted for in the Watermaster's 2009 Budget. MPWMD has had, and continues to have, excellent experience with Zone 24-7, and the firm's work for MPWMD will be closely managed and supervised by Inder-Mohan Osahan, MPWMD's Chief Technology Officer.

FISCAL IMPACT:

This is a Fiscal Year 2009 Budget Item with an amount of not-to-exceed of \$5,840.00

ATTACHMENTS:

- 1) Watermaster Request for Service No. 2009-03 with Monterey Peninsula Water Management District (MPWMD) dated January 21, 2009 not to exceed \$5,840.00
- 2) Statement of Work with "Zone24X7" (The Technology Solutions Company) with Monterey Peninsula Water Management District (MPWMD) for \$5,340.00.
- 3) Statement of Work with CJM Networking Solutions with Monterey Peninsula Water Management District (MPWMD) for \$500.00 to cover labor for deployment and build for server for WHQ project.

SEASIDE BASIN WATERMASTER
REQUEST FOR SERVICE

DATE: January 21, 2009

RFS NO. 2009-03

(To be filled in by WATERMASTER)

TO: Joe Oliver

Monterey Peninsula Water Management District
PROFESSIONAL

FROM: Robert Jaques

Technical Program Manager
WATERMASTER

Services Needed and Purpose:

Transition the Watermaster's database from pilot mode to production mode on the host site on the MPWMD virtual server in accordance with the Scope of Work contained in Attachment 1.

Completion Date: The work of this RFS No. 2009-03 shall be completed within 30 days from the date of execution of this RFS No. 2009-03.

Method of Compensation: Time and Expense Payment Method (As defined in Section V of Agreement.)

Total Price Authorized by this RFS: \$5,840.00 (See Attachment 1 for details regarding this Total Price. Cost is authorized only when evidenced by signature below.)

Total Price may not be exceeded without prior written authorization by WATERMASTER in accordance with Section V. COMPENSATION.

Requested by: _____ Date: _____
WATERMASTER Technical Program Manager

Authorized by: _____ Date: _____
WATERMASTER Chief Executive Officer

Agreed to by: _____ Date: _____
Monterey Peninsula Water Management District
PROFESSIONAL

ATTACHMENT 1

Scope of Work for RFS No. 2009-03

Background:

The WATERMASTER has a database into which water production, water level, and water quality data is entered and stored. This database is currently web-accessible through a hosting site at a remote location, maintained by a consultant to the WATERMASTER.

This RFS No. 2009-03 authorizes PROFESSIONAL to deploy the database to a local hosting site at PROFESSIONAL's offices, and to transition the database from a pilot testing mode into a production mode. With the completion of the work authorized by this RFS, the database will be web-accessible through a link on the WATERMASTER's Home Page.

Scope of Work:

The detailed scope of work to be performed under this RFS is the Phase 1 work described in the attached "Well Database System Deployment and Maintenance Statement of Work" proposal from Zone 24X7.

No work under Phase 2, as described in the Zone 24X7 proposal, is authorized under this RFS.

In addition to the costs for services from Zone 24X7, there will be costs for setting up the virtual server on the PROFESSIONAL's network. This is the first step to setup the server and other needed components for deploying the WATERMASTER's Database software. Attached is a quote of \$500.00 from CJM Networking Solutions to perform this work.

Both Zone 24X7 and CJM Networking Solutions will act as a subcontractor to PROFESSIONAL in performing the work, and will perform the work of this RFS under the direction and management of PROFESSIONAL



MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

**Well Database System
Deployment & Maintenance**
Statement of Work (SOW)



Version 1.1

Zone24x7 Inc., 1310 Rimrock Drive, San Jose, CA95120, USA



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Executive Summary

This work statement is raised by Zone24x7 Inc. in relation with the system deployment and maintenance requirement of Monterey Peninsula Water Management District (MPWMD) – “Well Database System” and would address the high-level project scope, financial aspects and other related features of the potential project.

Zone24x7 Inc. is a leading global provider of technology innovation services headquartered in San Jose, California with offices in the USA, Sri Lanka and Malaysia. Zone24x7 is recognized as a **Microsoft Certified Gold Partner** in Mobility Solutions, Custom Development Solutions and Data Management Solutions competencies due to its excellent technological solution delivery. Zone24x7 is also a Windows Embedded Partner with market awareness and technology advantage for Windows CE .NET and Windows XP Embedded solutions.



1 Overview

THIS STATEMENT OF WORK (“SOW”) dated 21st November 2008, sets forth a scope and definition of the consulting services, work and/or project (collectively, the “Services”) to be provided by Zone24x7, Inc. (“Zone24x7”) to Monterey Peninsula Water Management District (“Client”).

The provisions which are addressed by this SOW would discuss the high-level requirements, financial aspects, tentative effort estimations, and essential pre requisites of the project.

1.1 Exposure to the Client

An experienced support engineer would be assigned to work on the services listed below under the purview of a Project Manager who would be responsible for directing the work under the consent of the client.

Phase 1: Zone24x7 would invoice the client for the total estimated sum of **USD \$5,340.00** at the successful completion of the tasks listed in the table 1.1.1.

Phase 2: Zone24x7 would invoice the client on a monthly basis for the actual effort spent at the rate of **USD \$120.00** per hour for ongoing maintenance.

Cost Category	Rate [USD]	Total Hours	Total SOW Cost [USD]
Database Deployment	\$120.00	2.5	\$300.00
Website Deployment	\$120.00	2	\$240.00
Detailed Deployment Guide	\$120.00	40	\$4,800.00
Total Development Cost			\$5,340.00

Table 1.1.1 – Deployment Related Tasks



2 Project Scope

The scope of this Statement of Work covers two phases.

Phase 1 would cover the deployment and configuration of existing "Well Database System" from the pilot server to the production server. The system comprises of a backend Microsoft SQL server and a Microsoft IIS web server. Upon completion of this Phase, Zone24x7 would provide a comprehensive deployment guide for the potential users.

Phase 2 would be any ongoing maintenance support of the "Well Database System".

2.1 Prerequisites

Zone24x7 team will require the following key dependencies from the client to kick off the project

1. Availability of all the relevant documents and source code modules related to the application to be deployed and maintained
2. Setting up all the required servers and software (SQL and IIS server).
3. Accessibility to the pilot and production environment (for testing)
4. Availability of a project responsible from the client for weekly project calls and meetings to clarify the requirements and to ensure the project direction

2.2 Assumptions

1. Phase 1 scope does not address any development or fixing tasks
2. Deployment does not require developing or using any deployment packages
3. Deployment does not cover ARC GIS system
4. Any deviation from the above specification would be upon mutual agreement between MPWMD and Zone24x7
5. All hardware and hosting infrastructure would be provided by the client
6. All software and database licenses required would be provided by the client



3 Benefiting from Zone24x7

- Zone24x7 has its offices in the USA, Malaysia and in Sri Lanka which allows us to operate 24 hours a day and 7 days a week.
- When required, program management is handled through the US office. This model helps in providing effective communication between the teams and reduces the number of on-site engineers.
- Expertise in implementing hand held device applications to fortune 500 companies in USA since several years.
- Expertise in designing mobile device hardware, porting firmware and drivers on Windows CE / Linux platforms.
- Expertise in implementing firmware solutions.
- Zone24x7 strongly focus on technical systems and procedures and are following global best practices in software development, quality assurance and release procedure through a meticulous and structured methodology.
- We are in the process of obtaining SEI CMMI certification. Initial study and analysis shows that we are already at Level 3 compliant.



4 Signatories

MPWMD

[Monterey Peninsula Water Management District]

Zone24x7, Inc.

By:

By:

Name

Name

Its:

Its:

Date:

Date:



Head Quarters

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Advanced Research Center

Electronic Systems Research Lab
University of Moratuwa,
Sri Lanka.



CJM Networking Solutions
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(408) 209-9290

MPWMD

MPWMD		20081116-SVRDEPLOYMENT		
	Description	Quantity	Unit	Extended
Build SQL Server				
	Labor for deployment and build for server fopr WHQ project.	4	\$125.00	\$500.00
Total Labor				\$500.00

ITEM NO. VIII.

OLD BUSINESS

**SEASIDE GROUNDWATER BASIN
WATERMASTER**

TO: Board of Directors

FROM: Robert S. Jaques, Technical Program Manager
FORMATTED AND APPROVED BY: Dewey D Evans, CEO

DATE: January 21, 2009

SUBJECT: Consider Finalizing the Seawater Intrusion Response Plan (SIRP) Prepared by HydroMetrics LLC

-
RECOMMENDATION:

It is recommended that the Board provide questions, comments, and suggested further edits so that the Draft SIRP can be finalized, and so that the CEQA process can begin as soon as possible.

BACKGROUND:

HydroMetrics is the firm the Watermaster has hired to prepare certain documents required under the Amended Court Decision through the Monitoring and Management Program (M&MP) which the Watermaster submitted to the Court, and which the Court approved. One of these documents is the Long-Term Seawater Intrusion Response Plan (SIRP).

The Board received a briefing on this document at its October, 2008 meeting, when the document was still being prepared. HydroMetrics has now completed drafting the SIRP, and the draft SIRP has been reviewed and approved by the TAC.

DISCUSSION:

Within the SIRP there are these Sections:

- Executive Summary
- Background and Purpose
- Conformance with Other Documents
- Seawater Intrusion Indicators and Triggers (how seawater intrusion will be detected)
- Seawater Intrusion Contingency Actions (containing a recommended set of actions to be taken in the event seawater intrusion is detected at any of the monitoring or production wells within the Basin)

It was previously concluded that in order to ensure that adoption of the SIRP is done in compliance with California Environmental Quality Act (CEQA) requirements, an Initial Study should be performed on the document before it is formally adopted by the Board.

At today's meeting, Mr. Derrik Williams of HydroMetrics will provide a presentation describing the content and recommendations contained in the Draft SIRP. Board questions, comments, and suggested further edits to the Draft SIRP will be solicited, so that the document can be finalized. Once the document is finalized, the CEQA process will begin.

Assuming that preparation of an Initial Study, presumably leading to a recommendation to adopt a Negative Declaration, can be performed within one month following the Board's consideration of the SIRP at today's meeting, it is anticipated that Board adoption of the Final SIRP can occur at either the Board's March, or at the latest April, 2009 meeting.

ITEM. IX.

NEW BUSINESS

**SEASIDE GROUNDWATER BASIN
WATERMASTER**

TO: Board of Directors

FROM: Dewey D Evans, CEO

DATE: January 21, 2009

SUBJECT: Watermaster Declaration of No Replenishment Water Available for Water Year 2009

PURPOSE: To notify all Seaside Groundwater Basin producers that the Watermaster has declared for Water Year 2009 that **NO** Artificial Replenishment Water is available to offset Over-Production in excess of the Operating Yield for the Seaside Groundwater Basin pursuant to the Amended Decision entered in the Seaside Adjudication.

RECOMMENDATION:

Consider approving the Declaration of No Artificial Replenishment Water Available for Water Year 2009.

DISCUSSION:

In the event Watermaster cannot procure Artificial Replenishment Water to offset Operating Yield Over-Production during the ensuing Water Year, the Watermaster shall so declare in December and no Operating Yield Over-Production then in effect may occur during the ensuing Water Year.

Per the Judgment, 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. Watermaster has determined that there is no foreseeable replenishment water available for Water Year 2009, the fourth Water Year since the filing of the Judgment. The limits on pumping set forth in the Notice include the 10% reduction in pumping for 75% of the Operating Yield of 5,600 acre-feet (January 1 through September 30, 2009, or 75% of the current Water Year). The Sand City desalination facility is scheduled to be operational in 2009; whether any of the potable water to be produced from the facility is available for replenishment of the Basin is unknown at this time. If in fact potable water becomes available to Watermaster during Water Year 2009, all producers under the Decision would be notified of such availability and of any resulting adjustments to the limits of production.

ATTACHMENT:

Declaration of Unavailability of Replenishment Water for Water Year 2009 and limits on production.

NOTICE TO ALL SEASIDE GROUNDWATER PRODUCERS:

The Watermaster has declared for Water Year 2009 that **NO** Artificial Replenishment Water is available to offset Over-Production in excess of the Operating Yield for the Seaside Groundwater Basin. Pursuant to the Amended Decision entered in the Seaside Adjudication, **NO** production over the Operating Yield may occur during the 2009 Water Year. All producers are limited in production to the following quantities of water, inclusive of the 10% decrease in pumping:

Coastal Subarea Alternative Producers:

Seaside (Golf)	540 acre-feet
SNG	149 acre-feet
Cypress (Calabrese)	14 acre-feet
Mission Memorial (Alderwood)	31 acre-feet
Sand City	9 acre-feet

Laguna Seca Subarea Alternative Producers:

Pasadera	251 acre-feet
Bishop	320 acre-feet
York School	32 acre-feet
Laguna Seca County Park	41 acre-feet

Coastal Subarea Standard Producers:

California American Water.....	3190.9 acre-feet
Seaside (Municipal)	261.7 acre-feet
Granite Rock	24.7 acre-feet ¹
D.B.O. Development 27	44.9 acre-feet ²

Laguna Seca Subarea Standard Producers:

California American Water	270.8 acre-feet
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¹ Includes base allocation only and does not account for any carry over credit amounts.

² Includes base allocation only and does not account for any carry over credit amounts.

**SEASIDE GROUNDWATER BASIN
WATERMASTER**

TO: Board of Directors

FROM: Robert S. Jaques, Technical Program Manager
FORMATTED AND APPROVED BY: Dewey D Evans, CEO

DATE: January 21, 2009

SUBJECT: Consider Approving Report to be Submitted to Judge Randall Answering the Court's Questions Posed at the December 12, 2008 Court Hearing on the Watermaster 2008 Annual Report to the Court

RECOMMENDATION:

It is recommended that the Board approve this "Report to the Court," and that it be sent through proper legal channels to Judge Randall prior to the January 31, 2009 deadline.

BACKGROUND:

The Judge reviewed the Watermaster's 2008 Annual Report and asked the questions contained in the attachment to this Agenda item. He directed the Watermaster to provide a response to these questions by January 31, 2009.

DISCUSSION:

With input from Mr. Oliver of MPWMD, and Mr. Williams and Ms. King of HydroMetrics LLC, I prepared a "Draft Report to the Court." This document responded to each of the Judge's questions, and was reviewed by the TAC at its January 14, 2009 meeting. The attached "Report to the Court" reflects the revisions that were recommended by the TAC at that meeting. With these revisions, the TAC approved this "Report to the Court."

Report to the Court

January 21, 2009

The Seaside Basin Watermaster submits the following report in response to the Order of the Court dated December 12, 2008.

The Court's Order in part directs that the Watermaster provide written responses to four questions pertaining to the Watermaster's 2008 Annual Report. Each of the questions is shown in boldface *italics*. The responses immediately follow each question.

Question 1: Page 6. Explain whether the Watermaster anticipates any material challenges in obtaining: (1) a "Use Agreement" with the U.S. Army in 2009 for conversion of one of the Army's existing wells in the area north of the Northern Coastal Subarea to a monitoring well for Watermaster's use; and (2) construction of a new monitoring well in 2009 in the inland area near the northern basin boundary. To the extent Watermaster identifies any material challenges in this respect, explain Watermaster's plans to overcome such challenges.

Response: The Watermaster and its consultants have already initiated contacts with the parties that will have approval authority over both of these wells, and at this point has not identified any serious challenges to obtaining the Use Agreement with the U. S Army, or in finding an acceptable site for the new monitoring well.

With regard to converting the existing Army well, initial contacts with the Army indicated that the well has been abandoned, and that those representatives did not anticipate any significant difficulties in obtaining approval for the conversion.

With regard to the new monitoring well, a meeting with U.S. Army, Fort Ord Reuse Authority, Base Realignment and Closure Office, and Corps of Engineer representatives was held by Watermaster staff and its consultants on January 7, 2009. These are parties involved with the conversion of the former Fort Ord. The purpose of that meeting was to describe the objectives of the new monitoring well to these parties, and to solicit their advice and assistance in identifying the site(s) that will be the easiest to pursue as a well construction site from the standpoints of environmental approvals, permitting, and impacts on proposed future land uses. The information gained at this meeting indicates that the most promising sites are those that will be transferred to Monterey Peninsula College, to the U.S. Bureau of Land Management, and to the organization that is pursuing development of a Veterans Cemetery.

Of these three ultimate landowners, the most promising site appears to be on the land that will be transferred to Monterey Peninsula College. Contacts with representatives of that organization are currently being made to initiate the process of securing their consent to placing the monitoring well on their site. If this proves to be overly complicated or time consuming, either or both of the other organizations will be contacted.

In summary the Watermaster does not anticipate any material challenges to carrying out either of these actions.

Question 2: Page 8. Identify the specific technical, political, and socio-economic complexities that delayed the completion of the Seawater Intrusion Response Plan (SIRP), and the specific schedule that Watermaster anticipates to finalize and adopt the SIRP as soon as practically feasible.

Response: From a technical perspective, initially considered were a set of actions that consisted of shutting down production wells within an increasing radius of any well where seawater intrusion was detected. In assessing and refining this approach the TAC realized that shutting down production wells would have a direct and immediate series of significant consequences.

The Watermaster's hydrogeologic consultants commented that while it is known that the Basin is down-gradient from the ocean, the exact pathway that sea water will enter into the aquifers is not known. Therefore, the length of time it will take for sea water intrusion to actually occur in the proximity of production or monitoring wells within the Basin is also not known. It was also recognized that the SIRP is a response plan, not a prevention plan for sea water intrusion, and that turning off wells throughout the Basin would not stop sea water intrusion, unless so-doing would raise the water levels up to the Protective Levels needed to prevent sea water intrusion. With these understandings the TAC recognized that the hydrogeologic solution to address sea water intrusion is to raise water levels within the Basin to protective levels, but that the solution also needs to be politically acceptable and viable in order for the solution to be implemented.

In order to develop an SIRP that properly addressed these issues and concerns, the TAC took longer than originally anticipated to process them to the point where they were ready for presentation to the Board. In an effort to accomplish this work in as rapid a manner as possible, the TAC scheduled a series of additional Special TAC Meetings that were held beginning in July, 2008 and continuing through November, 2008.

From a political perspective, it was realized that each of the Board members represents a different constituency. The issues of political importance to each constituency needed to be addressed in the proposed set of actions, so the SIRP would be acceptable, and therefore implementable, within each jurisdiction. There were also concerns that there might be legal constraints associated with implementing the SIRP, depending on exactly what actions were proposed for implementation in the event of seawater intrusion being detected. An example of one such potential issue was how a coastal producer's allocation would be handled in a case where the Watermaster asked for a cutback or curtailment of production in that area due to concerns about sea water intrusion.

From an economic perspective it was realized that shutting down production wells would result in reduced, or even curtailed, water supplies to customers served by those wells. This would have an economic impact on the specific businesses whose livelihood depended on having an adequate and reliable water supply. It would also have a general impact on the local economies of the affected jurisdictions.

From a social perspective there were concerns about such issues as environmental justice, and fairness in having the impacts of the proposed actions not be focused on one area more than another. It was also recognized that there could be California Environmental Quality Act (CEQA) issues associated with the SIRP, depending on what actions were included in it, and that the actions needed to be defined in a manner that would allow them to be in compliance with CEQA requirements in order for the SIRP to be adopted by the Board.

The Final Draft of the SIRP was distributed to the Board for their review in early December. A presentation to the Board on the SIRP is scheduled for the Board's January 21, 2009 meeting. If there are sufficient questions and/or requested changes to the Final Draft SIRP at that meeting,

the matter may be carried over to the Board's February 4, 2009 meeting. It was previously concluded that in order to ensure that adoption of the SIRP is done in compliance with California Environmental Quality Act (CEQA) requirements, an Initial Study should be performed on the document before it is formally adopted by the Board. Assuming that preparation of an Initial Study, presumably leading to a recommendation to adopt a Negative Declaration, can be performed within one month following the Board's consideration of the SIRP at its January 21 and (if necessary) its February 4 meetings, the Watermaster anticipates Board adoption of the SIRP at either the Board's March, or at the latest April, 2009 meeting.

In summary the development of the SIRP was a complex process from both a technical standpoint and even more so from the standpoints of the political, economic, and social consequences and impacts of adopting and enforcing the SIRP, in the event seawater intrusion was detected. The Final Draft SIRP has been thoughtfully prepared to address these issues in an acceptable manner. Delays in adoption associated with completing the CEQA process are not expected to occur.

Question 3: Page 9. Explain why the Watermaster believes that increased chloride levels detected in the deep Ord Terrace well and SBWM-4 well are not the result of seawater intrusion.

Response: The Seawater Intrusion Analysis Report (SIAR) provides the following explanations for increased chloride concentrations in the deep Ord Terrace well and the deep zone of SBWM-4.

On page 34 of the SIRP, it is reported that the Deep Ord Terrace well is situated relatively inland, and is a relatively shallow well compared to other monitoring wells. Our hydrogeologic consultants have advised us that they would anticipate observing seawater intrusion in more coastward wells before observing it in the Ord Terrace wells. Since seawater intrusion was not detected in the more coastward wells, they are of the opinion that the increased chloride levels are due to a cause other than seawater intrusion. The complete explanation may be complicated to describe and may have to do with the residence time of groundwater in this area of the aquifer system, and the response time to changing local groundwater pumping conditions in the vicinity of the well.

Also on page 34 of the SIAR it is reported that the sodium/chloride molar ratios are not declining with increasing chloride concentrations, as would be expected with seawater intrusion. Thus, this "trigger" which is described in more detail in the SIAR has not been reached.

On page 34 of the SIAR it is reported that Sentinel well SBWM-4, which was sampled at 900 feet, also showed an increase in chloride levels. Well SBWM-4 intersected the Monterey Formation shale of marine origin at 913 ft below ground level. This formation is known to have higher salinity due to its depositional environment. Hence, our hydrogeologic consultants believe that the marine deposits in the Monterey Formation are the reason for the increased chloride levels in this well. As only three sampling events have taken place at this well, there is insufficient data to establish a definite trend. If sampling in future years continue to show increasing chloride concentrations, along with decreasing sodium/chloride molar ratios, the Watermaster will undertake further examinations to determine whether seawater intrusion is occurring at this well.

Question 4: Page 10. Explain whether subsidence is a likely result of the dewatering of the deep aquifer in the Coastal Sub-area.

Response: Due to the combination of: (1) the large depth to groundwater in the areas of the Basin most affected by water level declines (i.e., approximately 100 to over 300 ft.), (2) the lack of occurrence of significant expansive clay deposits, and (3) the likely level of past stressing of the aquifer skeletal matrix, it is unlikely that subsidence has been or will in the future be a major concern in the Seaside Basin.

However, given that groundwater levels have declined in some areas, our hydrogeologic consultants advise us that the Watermaster cannot rule out subsidence completely. Senate Bill No. 1938 (see excerpts in italics below) mentions subsidence monitoring as part of a groundwater management plan, and thus subsidence must be considered, even though there has not been a history of subsidence in the area.

Senate Bill No. 1938 (passed in Sep-2002)

CHAPTER 603

An act to amend Sections 10753.4 and 10795.4 of, to amend and renumber Sections 10753.7, 10753.8, and 10753.9 of, and to add Sections 10753.1 and 10753.7 to, the Water Code, relating to water.

SEC. 5. Section 10753.7 is added to the Water Code, to read:

10753.7. (a)

(1) Prepare and implement a groundwater management plan that includes basin management objectives for the groundwater basin that is subject to the plan. The plan shall include components relating to the monitoring and management of groundwater levels within the groundwater basin, groundwater quality degradation, inelastic land surface subsidence, and changes in surface flow and surface water quality that directly affect groundwater levels or quality or are caused by groundwater pumping in the basin.

(4) The local agency shall adopt monitoring protocols that are designed to detect changes in groundwater levels, groundwater quality, inelastic surface subsidence for basins for which subsidence has been identified as a potential problem and flow and quality of surface water that directly affect groundwater levels or quality or are caused by groundwater pumping in the basin. The monitoring protocols shall be designed to generate information that promotes efficient and effective groundwater management.

In 2008 the Watermaster performed a detailed wellhead elevation survey of all active Basin production and monitoring wells. The Watermaster plans to perform another survey of these same wellheads in 2011 (three years after the initial survey) to confirm the belief that subsidence is not an issue of concern in any area of the Basin.

**SEASIDE GROUNDWATER BASIN
WATERMASTER**

TO: Board of Directors

FROM: Robert S. Jaques, Technical Program Manager
FORMATTED AND APPROVED BY: Dewey D Evans, CEO

DATE: January 21, 2009

SUBJECT: Consider Approval of Professional Services Agreement (PSA) and Request for Service (RFS) No. 2009-01 with Denise Duffy and Associates for Initial Environmental Work on the Basin Management Action Plan (BMAP) and the Seawater Intrusion Response Plan (SIRP)

RECOMMENDATIONS:

A Professional Services Agreement (PSA), and a Request for Service (RFS) No. 2009-01, have been prepared for Denise Duffy and Associates to perform the initial CEQA compliance work described above for both the SIRP and the BMAP. If the initial CEQA compliance work indicates that additional work will be required in order to adopt either the SIRP or the BMAP, then subsequent RFS(s) will need to be issued to authorize the performance of that additional work.

It is recommended that the Board authorize Staff to execute the PSA and RFS No. 2009-01 with Denise Duffy and Associates. The amount authorized by RFS No. 2009-01 is \$19,753.

The cost to perform this work was included in the Budget the Board adopted for Fiscal Year 2009.

BACKGROUND:

The Watermaster Board approved the Budget for the 2009 Anticipated Scope of Work for the Seaside Groundwater Basin Management and Monitoring Program (M&MP) at its Special meeting of October 23, 2008. Two of the tasks in the M&MP are to complete preparation of, and to adopt, the BMAP and the SIRP. These documents are being prepared by HydroMetrics.

It was previously concluded that in order to ensure that adoption of the SIRP and the BMAP are done in compliance with California Environmental Quality Act (CEQA) requirements, each of these documents should be examined by an environmental consultant to determine whether or not they are subject to CEQA requirements, and if so, what processes need to be followed before they are adopted by the Board.

DISCUSSION:

As a result of consulting with Denise Duffy and Associates, a local environmental firm that performs CEQA evaluations and prepares associated CEQA compliance documents, staff is recommending that an Administrative Draft Initial Study be prepared for each of these documents before they are formally adopted by the Board. The Administrative Draft Initial Study will allow a determination to be made as to whether or not the documents are subject to CEQA requirements. If the Administrative Draft Initial Study determines that the adoption of either the SIRP or the BMAP (or both) is not subject to CEQA, then no further environmental work will be required on the document(s), and the document(s) can be adopted by the Board at the next Board meeting(s).

If the Administrative Draft Initial Study determines that the adoption of either the SIRP or the BMAP (or both) is subject to CEQA, presumably leading to a recommendation to adopt Negative Declarations, a Mitigated Negative Declarations, or an Exemptions (either Categorical or Statutory), then additional CEQA environmental work will need to be performed, and adoption of the document(s) will be delayed approximately six weeks in order to complete the posting and public review period, and to hold a hearing(s) by the Board to certify the environmental document(s) prior to adopting the SIRP or the BMAP.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT TO PROVIDE PROFESSIONAL SERVICES is made and entered into on _____ by and between SEASIDE GROUNDWATER BASIN WATERMASTER, hereinafter referred to as "WATERMASTER," and DENISE DUFFY AND ASSOCIATES, INC., a California Corporation, hereinafter referred to as "PROFESSIONAL," as follows:

SECTION I: ADHERENCE TO TERMS OF AGREEMENT

WATERMASTER intends to literally interpret and strictly apply all terms and conditions of this Agreement. All approvals which are required to be in writing must be in writing to be valid and binding. PROFESSIONAL is encouraged to raise to WATERMASTER any questions with regard to interpretation or applicability of any provision of this Agreement before undertaking the work.

SECTION II: EMPLOYMENT

WATERMASTER hereby employs PROFESSIONAL, as an independent contractor to furnish the professional services covered by this Agreement, and the Requests for Service issued under it, in accordance with the terms and conditions set forth below, and PROFESSIONAL hereby accepts such employment.

SECTION III: WORK ASSIGNMENTS

It is the intent of WATERMASTER and PROFESSIONAL to authorize the performance of work under this Agreement by executing a series of written work assignments setting forth the specific description, scope, and costs of the work to be performed. Such assignments shall be called "Requests For Service" (RFS) and shall be numbered consecutively. Each RFS, upon execution by PROFESSIONAL and by WATERMASTER, shall become and be considered as a part of this Agreement, and all provisions herein shall apply to said RFSs. The RFS form to be used is contained in Attachment A to this Agreement.

SECTION IV: TIME OF PERFORMANCE

- A. General - Time is of the essence on the work of the RFSs issued under this Agreement. Therefore, PROFESSIONAL shall perform its services in a timely manner. Specific performance times shall be specified for each individual RFS under this Agreement. PROFESSIONAL shall make every reasonable effort, including assigning of additional personnel to the work

and/or working overtime, to complete the authorized work within these stipulated time periods. The taking of such additional measures to complete the work within the stipulated time periods will not entitle PROFESSIONAL to additional compensation, if the work is being performed under the Lump Sum Payment Method, except as provided for in Section V, Paragraph B.

- B. Subcontracted Services - For subcontracted services PROFESSIONAL shall contract for and schedule such services in a timely fashion in accordance with the requirements of the work, and shall be fully responsible for the performance and quality of all work performed by its subcontractors.
- C. Extensions of Time - The time of performance established for a particular RFS may be extended at any time prior to completion of the work by mutual agreement in writing between WATERMASTER and PROFESSIONAL.

SECTION V: COMPENSATION

- A. General - WATERMASTER and PROFESSIONAL shall negotiate the costs and fees for each specific RFS. The method of payment of said costs and fees shall be either on a lump-sum basis, on a cost-plus-a-fixed-fee basis, or on a time-and-expense basis. The method of payment will depend on the specific conditions, the scope of work, and the services to be performed for each specific RFS.
- B. Projected Cost Overruns Under Cost-Plus-a-Fixed-Fee or Time-and-Expense Payment Methods - If, at any time in the performance of the work of a specific RFS under the Cost-Plus-a-Fixed-Fee or Time-and-Expense payment methods, PROFESSIONAL has reason to believe that the costs which it expects to incur to complete the work of that RFS will exceed the total amount authorized for that RFS, PROFESSIONAL shall notify WATERMASTER in writing to that effect. The notice shall:
 - (1) State the reason(s) why PROFESSIONAL anticipates a cost overrun;
 - (2) State the estimated amount of additional funds beyond the total amount currently authorized that will be required to complete the work authorized by the RFS; and
 - (3) Provide recommendations of how the overrun can be avoided;

If, after such notification, additional funds are not allotted, WATERMASTER will, if required in writing by PROFESSIONAL, terminate the work of that particular RFS pursuant to the provisions in Section VI, TERMINATION.

C. Lump-Sum Payment Method - WATERMASTER may elect to pay PROFESSIONAL a lump sum Total Price amount to be determined for a specific RFS. In addition to this lump sum amount, a Special Services allowance, as defined in this section, may also be established.

1. Lump Sum Total Price - PROFESSIONAL shall perform all work authorized by a lump sum type of RFS for the lump sum Total Price amount. No additional payments for said work will be requested by PROFESSIONAL or authorized by WATERMASTER, unless both parties agree that there is additional work, beyond the scope of services authorized by the RFS, which must also be performed. Before any such additional work is undertaken, WATERMASTER and PROFESSIONAL shall execute a separate amendment to the RFS setting forth the scope and costs of the additional work to be performed.

2. Special Services Allowance - To cover unforeseen circumstances, WATERMASTER and PROFESSIONAL may negotiate a Special Services allowance. PROFESSIONAL shall provide WATERMASTER with written notification stating the reasons for requiring the utilization of any or all of the Special Services allowance. No utilization of any portion of the allowance shall occur without the prior written approval of the WATERMASTER. Special Services costs will be charged in accordance with the Time-and-Expense Payment Method as defined in Paragraph D of this section.

D. Cost-Plus-A-Fixed-Fee Payment Method - WATERMASTER may elect to pay PROFESSIONAL on a cost-plus-a-fixed-fee basis which shall be the sum of (1) Direct Salaries, (2) Overhead Costs, (3) Direct Non-Salary Expenses, and (4) A Fixed Fee.

1. Direct Salaries - Shall be the amount paid by PROFESSIONAL to its employees for time directly chargeable to a given RFS, exclusive of costs for fringe benefits for said employees and other payroll costs not paid to the employee.

2. Overhead Cost - Shall be a percentage of the Direct Salaries. The percentage to be charged shall be negotiated between WATERMASTER and PROFESSIONAL, and it shall be stipulated in each RFS for which this type of payment method will be used.
 3. Direct Non-Salary Expenses - Shall be all identifiable costs directly chargeable to each RFS including, but not limited to: travel and subsistence expenses; work subcontracted to others; reproduction of plans, specifications, reports and other documents; equipment rental; and, drafting and stenographic supplies used in the work. The chargeable rate for automobile mileage for the work to be performed under this shall be stated in the RFS.
 4. Fixed Fee - Shall be a fixed amount for interest on invested capital, readiness to serve, and profit. A fixed fee shall be established for each specific RFS for which the cost-plus-a-fixed-fee payment method will be used. This fixed fee will not change regardless of whether the Total Estimated Cost is greater than or less than the actual costs, unless both parties agree that there has been a change in scope. In such instance, the fixed fee will be renegotiated.
 5. Total Estimated Cost - Is the sum of categories (1), (2), and (3) above.
 6. Total Price - Is the sum of categories (1), (2), (3), and (4) above.
 7. Invoices - Invoices shall include the costs incurred in categories (1), (2), and (3), plus a proportionate amount of the category (4) Fixed Fee.
- E. Time-and-Expense Payment Method - For tasks for which the scope of work is not readily definable, WATERMASTER may elect to pay PROFESSIONAL on a time-and-expense basis in accordance with the PROFESSIONAL's most current Standard Schedule of Compensation. The hourly rates set forth in the Standard Schedule of Compensation shall be inclusive of all direct and indirect salary costs, overhead, fringe benefits, profit, and other costs, and shall reflect the total hourly charge for each listed job category. Other direct non-salary expenses for the performance of work authorized under the Time-and-Expense Payment Method shall be all identifiable costs directly chargeable to each RFS including, but not limited to: travel and subsistence expenses; work subcontracted to others; reproduction of plans, specifications, reports and other documents;

equipment rental; and, drafting and stenographic supplies used in the work. The chargeable rate for automobile mileage for the work to be performed under this Agreement shall be stated in the RFS. Direct non-salary expenses shall be compensated for at their actual cost, unless otherwise stated in the RFS, providing they have been authorized in advance by WATERMASTER. A Total Price, which may not be exceeded without WATERMASTER's prior written approval, will be established for each specific RFS for which this payment method will be used.

- F. Terms of Payment - PROFESSIONAL shall invoice WATERMASTER monthly for work completed during the previous month, unless a different invoicing frequency is agreed to by both parties to this Agreement. All invoices shall be due and payable within thirty (30) days of the date of receipt by WATERMASTER, provided all costs included in the invoice are adequately supported by documentation accompanying the invoice. If payment is not made within sixty (60) days of the date of receipt by WATERMASTER, interest on the unpaid balance will accrue beginning with the sixty-first day at the rate of 1.0 percent per month, or the maximum interest rate permitted by law, whichever is the lesser. Such interest shall become due and payable at the time said overdue payment is made.
- G. Penalty for Late Performance - The PROFESSIONAL is not responsible for delays in the schedule caused by events outside PROFESSIONAL's reasonable control. However, in the event PROFESSIONAL fails to properly complete work within thirty (30) days of the date such work is due (pursuant to schedules developed in accordance with Section IV of this Agreement), because of events within PROFESSIONAL's reasonable control, WATERMASTER SHALL reduce the total compensation established for the work of that RFS by ten percent (10%). Said reduction shall be deemed liquidated damages for the untimely performance of work required by this Agreement. PROFESSIONAL shall be deemed to have waived any claim for such amount by reason of his failure to perform in a timely fashion.

SECTION VI: TERMINATION

Notwithstanding the above, WATERMASTER reserves the right to terminate any RFS to this Agreement at any time prior to the completion of the services to be furnished by PROFESSIONAL under said RFS by giving a written Notice of Termination to PROFESSIONAL, in which event WATERMASTER shall pay PROFESSIONAL only for work done and direct costs incurred by PROFESSIONAL under said RFS prior to receipt of such notice of termination. Such costs will include reasonable costs to bring the work to a halt, and costs to deliver to WATERMASTER the documentation described in the

following paragraph. Termination of a particular RFS will not affect any other operative RFS.

Upon receipt of a Notice of Termination, PROFESSIONAL shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver to WATERMASTER all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by PROFESSIONAL in performing work under this Agreement, whether completed or in process.

Upon termination WATERMASTER may take over the work and prosecute the same to completion by agreement with another party or otherwise. Any work taken over by WATERMASTER for completion will be completed at WATERMASTER's risk, and WATERMASTER will hold harmless PROFESSIONAL from all claims and damages arising out of improper use of PROFESSIONAL's work.

SECTION VII: WATERMASTER LIABILITY

PROFESSIONAL understands that this Agreement is with WATERMASTER alone, and that none of the members of WATERMASTER are liable for any sums which may be payable hereunder, or for any debts of WATERMASTER.

SECTION VIII: CHANGES

WATERMASTER may, at its discretion and from time to time, revise, correct, or modify the work to be performed under an RFS. All such changes shall be made formally and in writing to PROFESSIONAL. PROFESSIONAL shall comply with such changes. Should PROFESSIONAL determine that said changes will result in an increase or decrease in costs to PROFESSIONAL, these costs shall be evaluated by WATERMASTER and PROFESSIONAL for negotiation as to adjustment in the compensation due PROFESSIONAL, and written agreement as to said adjustment shall be reached between the parties prior to commencement of any work that will cause an increase or decrease in PROFESSIONAL's costs. Any increased costs in excess of the Total Price incurred by PROFESSIONAL prior to execution of a written agreement covering said increased costs shall not be compensable.

SECTION IX: DUTIES OF WATERMASTER

WATERMASTER agrees to perform duties in connection with this Agreement and RFS issued under it as follows:

- A. To assist PROFESSIONAL in obtaining any available information concerning location and details of facilities under control of

WATERMASTER that may affect the work of an RFS, and to render reasonable assistance to PROFESSIONAL;

- B. To examine within a reasonable time so as not to delay the work of PROFESSIONAL, all studies, reports, sketches, drawings, specifications, cost estimates, proposals and other documents presented by PROFESSIONAL to WATERMASTER for such purpose;
- C. To give prompt written notice to PROFESSIONAL whenever WATERMASTER observes or otherwise becomes aware of any defect in the work of PROFESSIONAL;

SECTION X: DATA FURNISHED BY WATERMASTER

For the purpose of aiding PROFESSIONAL in the performance of its obligations under this Agreement and RFS issued under it, WATERMASTER shall furnish PROFESSIONAL all relevant data in its possession and shall render all reasonable assistance to PROFESSIONAL in connection with its performance hereunder. WATERMASTER is responsible for the reasonable correctness of data so furnished, but it shall likewise be the responsibility of PROFESSIONAL to apply reasonable caution in its use and interpretation of the data and to promptly advise WATERMASTER of any incorrectness or suspected incorrectness in the data furnished.

WATERMASTER shall provide to PROFESSIONAL in a timely manner all materials, decisions, and direction which are necessary to the progress of the work and which are basically the prerogative of WATERMASTER, but which PROFESSIONAL is not required to determine or provide under the terms of this Agreement.

SECTION XI: RESPONSIBILITIES OF PROFESSIONAL

PROFESSIONAL is employed to render a professional service only, and any payments made to him are compensation solely for such services as he may render and recommendations he may make in carrying out the work. PROFESSIONAL shall follow professional practices to make findings, opinions, factual presentations, and professional advice and recommendations.

PROFESSIONAL's review or supervision of work prepared or performed by other individuals or firms employed directly by WATERMASTER shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

PROFESSIONAL shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications,

reports and other services furnished by PROFESSIONAL under this Agreement. PROFESSIONAL shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in his designs, drawings, specifications, reports and other services.

PROFESSIONAL shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement and in accordance with this Agreement.

Approval by WATERMASTER of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve PROFESSIONAL of responsibility for the technical adequacy of his work. Neither WATERMASTER's review, approval or acceptance of, nor payment for, any of the services rendered under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

PROFESSIONAL shall be and remain liable in accordance with applicable law for all damages to WATERMASTER caused by PROFESSIONAL's negligent performance of any of the services furnished under this Agreement. The only exception in this regard will be for errors, omissions or other deficiencies to the extent attributable to WATERMASTER, WATERMASTER-furnished data or any third party not under the control of PROFESSIONAL. PROFESSIONAL shall not be responsible for any time delays in the project caused by circumstances beyond PROFESSIONAL's control.

SECTION XII: SUBCONTRACT

WATERMASTER has entered into this Agreement in order to receive the professional services of PROFESSIONAL. PROFESSIONAL will therefore not make an assignment to a third party of all or any portion of the services required of PROFESSIONAL under this Agreement and RFSs thereto without first obtaining the written consent of WATERMASTER. PROFESSIONAL may, however, make use of the part-time assistance of other experts possessing unique skills, the utilization of which will, in the opinion of PROFESSIONAL, enhance the quality of its service to WATERMASTER under this Agreement provided, however, that any such additional assistants, part-time or otherwise, shall be considered employees of PROFESSIONAL or of PROFESSIONAL's subcontractor(s), and the responsibility for same shall rest with PROFESSIONAL.

SECTION XIII: INDEPENDENT PROFESSIONAL

PROFESSIONAL shall perform the services hereunder as an independent contractor, and nothing herein contained shall be construed to be inconsistent with this

relationship or status. The employees of PROFESSIONAL shall not be deemed to be the employees of WATERMASTER, and WATERMASTER shall have no right to control the physical conduct of PROFESSIONAL's employees.

SECTION XIV: USE OF DOCUMENTS

For all work performed under this Agreement and all RFSs thereto, PROFESSIONAL shall provide to WATERMASTER copies of all plans, drawings, specifications, studies, reports, analyses, calculations, and all other work products and supporting documentation developed in the course of performing the work authorized by these agreements. The costs for reproducing, assembling, and delivering said copies of these documents to WATERMASTER shall be considered to have been included in the price for performing each RFS, whether or not specifically stated therein. Unless stated otherwise in the RFS, one paper copy, and the electronic file on disc or on CD (e.g. in MS Word, MS Excel, etc.), of each document shall be provided by PROFESSIONAL to WATERMASTER. WATERMASTER shall have the right, and permission of PROFESSIONAL, to use any such document for any purpose which WATERMASTER deems appropriate. Use of documents for other than their intended purpose shall be at WATERMASTER's risk. WATERMASTER shall hold PROFESSIONAL harmless from all claims and damages arising out of improper use of said documents.

SECTION XV: AMENDMENTS AND SCOPE OF AGREEMENT

WATERMASTER hereby reserves the right to amend the provisions of this Agreement from time to time as may be in the best interest of WATERMASTER. Such amendments, upon acceptance by PROFESSIONAL and by WATERMASTER, shall become and be considered as part of this Agreement, and all provisions herein shall apply to such amendments.

This Agreement constitutes the entire agreement between the parties relative to the subject matters hereof, and no modifications thereof shall be effective unless and until such modifications are evidenced by written amendments, signed by both parties, to this Agreement. There are no understandings, agreements, conditions, representations, warranties, or promises with respect to the subject matter of this Agreement which are not actually contained in the Agreement, except those expressly contained in such written amendments.

SECTION XVI: SUCCESSORS AND ASSIGNS

This Agreement and all amendments thereto shall be binding upon and inure to the benefit of any successors and assigns of the respective parties hereto.

SECTION XVII: ATTORNEYS' FEES

If any legal action is necessary to enforce or interpret the terms or provisions of this Agreement and all amendments thereto, and the respective rights and duties of the parties hereunder, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which he may be entitled.

SECTION XVIII: JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in this state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

SECTION XIX: INSURANCE

PROFESSIONAL shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by PROFESSIONAL, his agents, representatives, employees or subcontractors.

A. Minimum Scope and Limits of Insurance

PROFESSIONAL shall maintain the types of insurance with limits no less than those set forth below, and having no deductibles, except as noted.

The coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form No. CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance appropriate to the consultant's profession. For architects and engineers this coverage shall be endorsed to include contractual liability.

Required coverage:

1. General Liability Insurance: Combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or

other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability Insurance: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability Insurance: \$1,000,000 per accident for bodily injury or disease. If PROFESSIONAL has no employees, this coverage is not required.
4. Workers' Compensation Insurance: As required by the State of California.
5. Errors and Omissions Insurance: PROFESSIONAL shall procure and maintain errors and omissions liability insurance appropriate to the type of professional services that PROFESSIONAL will be providing under this Agreement. The minimum coverage shall be \$1,000,000 per claim and in the aggregate.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by WATERMASTER before any work under this Agreement is performed.

C. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. WATERMASTER, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of PROFESSIONAL; products and completed operations of PROFESSIONAL; premises owned, occupied or used by PROFESSIONAL; or, automobiles owned, leased, hired or borrowed by PROFESSIONAL. The coverage shall contain no special limitations on the scope of protection afforded to WATERMASTER, its officers, officials and employees.
2. For any claims related to this project, PROFESSIONAL's insurance coverage shall be primary insurance as respects WATERMASTER, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by WATERMASTER, its officers, officials, employees,

or volunteers shall be excess of PROFESSIONAL's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to WATERMASTER, its officers, officials and employees.
4. PROFESSIONAL's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to WATERMASTER.
6. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A:VII, unless otherwise acceptable to WATERMASTER.

F. Verification of Coverage

PROFESSIONAL shall furnish WATERMASTER with original certificates and amendatory endorsements effecting coverage required by this section. The endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by WATERMASTER before work commences. If this is not possible due to time constraints prior to commencement of work, PROFESSIONAL may initially furnish Certificates of Insurance in lieu of endorsements, as long as the endorsements are provided within forty-five (45) days from the date of execution of this Agreement.

G. Subcontractors

PROFESSIONAL shall include all subcontractors as insureds under its policies or shall furnish separate evidence of coverage and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

SECTION XX: INDEMNIFICATION

PROFESSIONAL shall indemnify and hold harmless WATERMASTER and its officers, officials, employees and agents from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgements of every nature and description brought or recoverable against it or them by reason of any negligent act, negligent error, or negligent omission of PROFESSIONAL, his agents, or employees for work performed under this Master Agreement. The only exception in this regard will be for errors, omissions or other deficiencies to the extent attributable to WATERMASTER, WATERMASTER-furnished data or any third party not under the control of PROFESSIONAL.

SECTION XXI: WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person or by mail to the individuals and at the addresses listed below:

A. WATERMASTER: Chief Executive Officer
Seaside Basin Watermaster
2600 Garden Road, Suite 228
Monterey, CA 93940

B. PROFESSIONAL: Denise Duffy and Associates
947 Cass Street, Suite 5
Monterey, CA 93940

IN WITNESS WHEREOF, the parties hereto have executed this Agreement consisting of fourteen (14) pages and one (1) Attachment in duplicate on the date hereinabove written.

WATERMASTER

PROFESSIONAL

SEASIDE BASIN WATERMASTER

DENISE DUFFY AND ASSOCIATES, INC.

By _____

By _____

Dewey D. Evans
Chief Executive Officer

Denise Duffy
President

ATTACHMENT A
SEASIDE BASIN WATERMASTER
REQUEST FOR SERVICE

DATE: _____

RFS NO. _____
(To be filled in by WATERMASTER)

TO: _____

FROM: _____

Services Needed and Purpose:

____ (Provide detailed scope of work description on page A-2, or attach Scope of Work marked "Attachment 1".)

Completion Date: _____ (Attach schedule marked "Attachment 2" if appropriate.)

Method of Compensation: _____ (As defined in Section V of Agreement.)

Total Price Authorized by this RFS: \$ _____ (Cost is authorized only when evidenced by signature below.)

Total Price may not be exceeded without prior written authorization by WATERMASTER in accordance with Section V. COMPENSATION.

Requested by: _____ Date: _____
WATERMASTER Technical Program Manager

Authorized by: _____ Date: _____
WATERMASTER Chief Executive Officer

Agreed to by: _____ Date: _____
PROFESSIONAL

Detailed Scope of Work for RFS No. _____:

ESTIMATED COST SUMMARY

<u>Job Category*</u>	<u>Hours</u>	<u>Hourly Rate*</u>	<u>Cost</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

* Per Standard Schedule of Compensation attached hereto.

Subtotal:
\$ _____

Other Direct Costs (description): _____

Vehicle mileage @ \$ _____ /mile \$ _____

Total Estimated Cost: \$ _____

Note: Regardless of the use of the term "Estimated Cost" on this page A-3 of this RFS, if the work of this RFS is to be compensated for using Lump Sum Payment method, it is understood and agreed to by PROFESSIONAL that the Total Price listed on page A-1 of this RFS is binding and limiting as defined in Section V of the Agreement.

SEASIDE BASIN WATERMASTER
REQUEST FOR SERVICE

DATE: 1-15-09

RFS NO. 2009-01

(To be filled in by WATERMASTER)

TO: Denise Duffy
Denise Duffy and Associates, Inc.
PROFESSIONAL

FROM: Robert Jaques
Technical Program Manager
WATERMASTER

Services Needed and Purpose:

Prepare CEQA Initial Studies of WATERMASTER'S Seawater Intrusion Response Plan and Basin Management Action Plan, and related work, as described in more detail in Attachment 1.

Completion Date: The work of this RFS No. 2009-01 shall be completed in accordance with the Schedule described in Attachment 1.

Method of Compensation: Time and Expense (As defined in Section V of Agreement.)

Total Price Authorized by this RFS: \$ 19,553.00 (See Attachment 1 for breakdown of costs. Cost is authorized only when evidenced by signature below.)

Total Price may not be exceeded without prior written authorization by WATERMASTER in accordance with Section V. COMPENSATION.

Requested by: _____ Date:_____
WATERMASTER Technical Program Manager

Authorized by: _____ Date:_____
WATERMASTER Chief Executive Officer

Agreed to by: _____ Date:_____
PROFESSIONAL
Denise Duffy and Associates

ATTACHMENT 1

DETAILED SCOPE OF WORK FOR RFS NO. 2009-01

Background

WATERMASTER's consultant has prepared two documents which are titled "Seawater Intrusion Response Plan" (SIRP) and "Basin Management Action Plan" (BMAP). The documents have been reviewed and edited by WATERMASTER's Technical Advisory Committee, and are being presented to WATERMASTER's Board of Directors for further review and possible further editing. Draft copies of the each of these documents have been provided to PROFESSIONAL for PROFESSIONAL's review and use in preparing the Scope of Work contained in Attachment A, and the Budget contained in Attachment B, to this RFS No. 2009-01.

The Scope of Work and Budget contained in Attachments A and B cover a full range of CEQA environmental services that WATERMASTER may wish to pursue in conjunction with adopting the SIRP and the BMAP. However, until the initial tasks described in the Scope of Work are completed for each of these documents, it will not be possible to determine what additional work, if any, will be required.

Therefore, this RFS No. 2009-01 authorizes the performance of only certain of the initial Tasks described in the Scope of Work, and the expenditure of only a portion of the Budget, as described below.

Once the work of this RFS No. 2009-01 has been completed, WATERMASTER will determine whether it wishes to have PROFESSIONAL perform additional tasks described in the Scope of Work. If WATERMASTER decides to have additional tasks performed, it will issue subsequent RFS(s) for the performance of that work.

Work to be Performed Under RFS No. 2009-01

Once the Board has completed its review, and any resulting edits to the SIRP and the BMAP have been made, PROFESSIONAL will prepare an Administrative Draft Initial Study for each of the documents in accordance with the applicable requirements of the California Environmental Quality Act (CEQA). The work to be performed under this RFS No. 2009-01 consists of Tasks 1, 2, 3.1, and a portion of Tasks 4 and 5, all as described in Attachment A.

Costs Authorized Under RFS No. 2009-01

The costs authorized under this RFS No. 2009-01 are those associated with the performance of Tasks 1, 2, and 3.1, and a portion of Tasks 4 and 5. The costs associated with each of the two documents are summarized in the table below.

Task No.	Description	Authorized Cost
SIRP		
1	Project Initiation	\$ 950
2	Research/Initial Study Checklist/CEQA Determination	\$2,023
3.1	Prepare Administrative Draft IS	\$4,080
4	Meeting/Hearing Attendance	\$ 700
5	Project Management	\$ 600
SIRP TOTAL =		\$8,353
BMAP		
1	Project Initiation	\$ 727
2	Research/Initial Study Checklist/CEQA Determination	\$1,875
3.1	Prepare Administrative Draft IS	\$7,498
4	Meeting/Hearing Attendance	\$ 700
5	Project Management	\$ 600
BMAP TOTAL =		\$11,400

Schedule

It is anticipated that WATERMASTER's Board will complete its review and editing of the SIRP on either January 21, 2009 or February 4, 2009. It is anticipated that WATERMASTER's Board will complete its review and editing of the BMAP on either February 4, 2009 or March 4, 2009.

Time is of the essence in completing the CEQA process for each of the documents. Therefore, PROFESSIONAL shall make all reasonable efforts to perform the work of this RFS No. 2009-01 in time for the Administrative Draft Initial Studies to be completed within three weeks following the Board's completion of its review and editing of each of these documents.

The objective of this Schedule is to enable WATERMASTER to determine whether or not additional work needs to be performed, and if so, to prepare and issue RFS(s) for the performance of that additional work, so that the documents can be adopted by WATERMASTER no later than two Board meetings after the Board meeting at which the Board completes its review and editing of each of these documents

ATTACHMENT A

SCOPE OF WORK



**Seaside Basin SIRP and BMAP
Denise Duffy & Associates, Inc.
Proposal for Environmental Review and Documentation
January 14, 2009**

This constitutes DD&A's scope and budget estimate for conducting California Environmental Quality Act (CEQA) processing for the "Seawater Intrusion Response Plan" (SIRP) and "Basin Management Action Plan" (BMAP) projects.

PROJECT UNDERSTANDING

The Seaside Groundwater Basin Watermaster (Watermaster) is responsible for enforcing and administering the provisions of the adjudication Decision for the Seaside Groundwater Basin (Basin) located in northern Monterey County, California. The Watermaster is in the process of completing the Basin Management Action Plan (BMAP) and the Seawater Intrusion Response Plan (SIRP). Plan preparation is under the authority of the Watermaster and consultants have completed two draft documents entitled "Seawater Intrusion Response Plan" (SIRP) and "Basin Management Action Plan" (BMAP). These documents are considered essentially completed. However, revisions may be made as part of the review by the Watermaster Board of Directors. This scope of work assumes that no substantive changes will be made to these documents that would require additional analysis or level of effort beyond that identified in this scope and assigned budget.

SCOPE OF WORK

DD&A's scope and budget for conducting California Environmental Quality Act (CEQA) processing for the "Seawater Intrusion Response Plan" (SIRP) and "Basin Management Action Plan" (BMAP) projects is detailed below. The following scope of work will be followed for both the SIRP and the BMAP. It is assumed that the environmental documentation for these plans will result in a Negative Declaration after completion of the Initial Study documentation. Refer to budget estimate for specific hours assigned to each task by individual project.

Task 1: Project Initiation

DD&A will confer with the Watermaster to confirm assumptions regarding the project planning documents, finalize the scope of work for the project, identify data needs, confirm deliverables, and establish schedule milestones. It will also be important to develop early on in the process a clear purpose and need statement, and comprehensive project description. DD&A will work with the project team to develop these items.

Task 2: Research/Initial Study Checklist/CEQA Determination

DD&A will review thoroughly the SIRP and BMAP and also review relevant background materials, including relevant Seaside Basin environmental and technical documents, and the CEQA Guidelines, in order to fully understand available background materials for the projects and to satisfy the environmental processing for the projects.

It is assumed that the lead agency for the project is the Watermaster and that the environmental documentation for these plans will result in a Negative Declaration after completion of the Initial Study documentation. As part of this task, DD&A will confirm lead agency role as well as do an initial review to confirm compliance with CEQA requirements for the adoption of the BMAP and SIRP.

Task 3: Preparation of the Initial Study / Negative Declaration (IS/ND)

DD&A proposes to prepare an IS/ND. The IS/ND will be adequate to provide the factual and analytical basis for a Negative Declaration if it is found that all potential impacts can be reduced to a less-than-significant level by implementation of mitigation measures¹ or project design changes.

Task 3.1: Prepare Administrative Draft IS. DD&A proposes to prepare an IS that complies with CEQA. DD&A will submit 3 copies of the Administrative Draft IS to the Watermaster for review and comment. Per Section 15063 of CEQA Guidelines, the IS will include the following:

- table of contents;
- a summary/overview of the proposed project;
- a detailed description of the proposed project to be constructed, including its background, location, purpose of and need for, schedule and funding;
- a completed environmental checklist, including a brief narrative supporting the conclusions identified in the checklist;
- an identification of the environmental setting in the vicinity of the project site, as it exists before commencement of the project from both a local and regional perspective, for relevant issues identified in the completed environmental checklist;
- an identification of environmental effects of the project for relevant issues identified in the completed environmental checklist. The explanations may reference other information sources through citation to the documents where the information may be found;
- recommended feasible mitigation measures or project design changes, as necessary;
- an identification of the environmental clearances and permits required;
- list of report preparers and bibliography, including references and persons consulted;
- appropriate tables, figures, and appendices; and
- Mitigated Negative Declaration determination /signature page for the Watermaster.
- The key environmental topics will be specifically addressed in the IS, in addition to all other elements required by CEQA Guidelines Appendix G.

For each environmental topic, the IS will include a discussion of existing conditions and will identify potential environmental impacts of the project using significance criteria (i.e., thresholds of significance) to determine the level of impact for each identified issue. The project impact

¹ If the project requires mitigation measures due to any significant environmental impacts, then a “Mitigated” Negative Declaration would be prepared with the same scope and budget.

section will present potentially significant impacts, and identify mitigation that avoids, eliminates, or reduces impacts to a less-than-significant level. This scope assumes that mitigation measures or project design changes will be available and feasible to successfully reduce impacts to a less-than-significant level.

Task 3.2: Prepare Draft IS. After review of the Administrative Draft IS by the Watermaster, DD&A will respond, as necessary, and revise the document based on the comments received. DD&A assumes that the Watermaster will provide one set of written comments each on the Administrative Draft IS, either in letter form or on a single copy of the document. After responding to the comments, discussing with the reviewing parties, and incorporating applicable and appropriate changes into the Draft IS, DD&A will submit 15 copies of the Draft IS to the State Clearinghouse for distribution for a 30-day public review period and 15 copies (plus one unbound camera ready copy) to the Watermaster for their distribution. DD&A will also provide the copies of the document electronically in Microsoft Word and Adobe Acrobat (pdf) format on CD, as needed. This scope assumes that all public mailings and posting of documentation, notices, etc. will be conducted by the Watermaster. Additional copies beyond those identified above are not included in this scope of work.

Task 3.3: Respond to Comments and Prepare Final IS/MND. DD&A will respond to public comments received on the Draft IS received during the required public review period. DD&A will prepare formal responses to these comments. The comment letters and responses, as well as any necessary changes to the text of the Draft IS, will be incorporated into the Final IS. DD&A will provide ten (10) copies of the Final IS/ND to the Watermaster. This task assumes DD&A will respond and incorporate one single round of comments from the Watermaster on the responses prior to preparation of the Final IS.

Task 3.4: Prepare Mitigation Monitoring and Reporting Program, if needed. If mitigation measures were deemed to be necessary for one or more significant environmental impacts of the project, DD&A will prepare a project-specific Mitigation Monitoring and Reporting Program (MMRP) in accordance with CEQA Guidelines Section 21081.6. The MMRP will identify responsibility, timing, and reporting for each mitigation measure identified in the IS. A Draft MMRP will be submitted to the Watermaster and project team for review and comment, prior to preparation of the final MMRP. DD&A will provide the Watermaster of the Final MMRP, which will be a separately bound document so that it may be used for field verification to ensure implementation of mitigation measures and remedial actions.

Task 3.5: Prepare Notices. In compliance with CEQA, DD&A will prepare applicable CEQA notices requested by Watermaster staff.

Task 4: Meeting/Hearing Attendance

DD&A has provided budget to attend two (2) meetings on the environmental documentation and related issues and one (1) Watermaster Board meeting or TAC meeting. The attendance at additional meetings by DD&A would be billed on a time-and-materials basis.

Task 5: Project Management

DD&A will provide project management services which include client and agency communication, scheduling, contract management, and administration.

SCHEDULE

DD&A is available to begin work on this project immediately and will commit the necessary staff resources to complete the project. The Watermaster has indicated that the Board will complete its review and editing of the SIRP on either January 14, 2009 or February 4, 2009 and the BMAP on either February 4, 2009 or March 4, 2009. As part of Task 1, a schedule will be developed to meet the needs of the project team after further definition and confirmation on the finalization of the BMAP and SIRP. The Final IS/MNDs for these plans are proposed to be concurrent with the adoption of the SIRP by the Watermaster Board of Directors in Spring 2009. The IS/MND process typically requires a 30-day public review period. Taking into account the drafting of the IS/MND and Watermaster and agency review of the administrative draft documents, the entire process would take approximately 2.5 to 3 months to complete. DD&A understands that the Watermaster desires to certify the environmental documents at the earliest board meeting after completion of the SIRP and BMAP while also providing appropriate and required review under the CEQA guidelines.

BUDGET

The fees required to complete the above-described scope of work tasks are shown in the attached budget. DD&A's services as detailed will be billed on a fixed fee basis. Any additional or optional tasks would require written authorization before proceeding with the work. Completion of any additional tasks would be billed on a time-and-materials basis, based on the current Schedule of Rates.

Assumptions on Work to be Performed

- DD&A will prepare an Initial Study for each of the documents in accordance with the applicable requirements of the California Environmental Quality Act (CEQA).
- Once the Board has completed its review, and any resulting edits to these documents have been made, there will be no additional changes to the SIRP or BMAP that would require re-analysis or re-drafting of any portions of the Initial Study.
- It is assumed that the Initial Studies to be prepared for the SIRP and BMAP will result in the conclusion of adoption of either a Negative Declaration, a Mitigated Negative Declaration, or an Exemption (either Statutory or Categorical). If additional analysis beyond the level of a MND is required based upon the Initial Study and input with the Watermaster, DD&A will be available to prepare this as part of an additional services or optional task.

ATTACHMENT B

BUDGET

TASKS #		Denise Duffy, Principal	Allison Inamura, Senior Environmental Planner/Project Manager	Bryce Ternet, Assoc Planner	Jami Davis, Graphics/GIS	Administration/Tech Editor	Task Total	Total by Plan	
Seaside Basin ISMNDs									
	Rate	\$ 205.00	\$ 131.00	\$ 92.00	\$ 74.00	\$ 55.00			
IS/MND									
1	Project Initiation	2	3	1	0	1	\$ 950		
2	Research/Initial Study Checklist/CEQA Determination	3	4	8	2	0	\$ 2,023		
3	Preparation of the Initial Study / MND (see below)	-	-	-	-	-	-		
3.1	Prepare Administrative Draft Initial Study	2	12	16	4	6	\$ 4,080		
3.2	Prepare Draft Initial Study	2	8	24	4	2	\$ 4,072		
3.3	Respond to Comments and Prepare Final IS/MND.	2	8	12	0	1	\$ 2,617		
3.4	Prepare MMRP	0	2	4	0	0	\$ 630		
3.5	Prepare Notices	0	1	2	0	1	\$ 370		
4	Meeting/Hearing Attendance (1 Board or TAC mtg. 2 other meetings)	2	10	4	0	0	\$ 2,088		
5	Project Mgt	1	10	2	0	2	\$ 1,809		
SUBTOTAL hours for SIRP		14	58	73	10	13		\$ 18,639	
IS/MND									
1	Project Initiation	2	2	0	0	1	\$ 727		
2	Research/Initial Study Checklist/CEQA Determination	1	6	8	2	0	\$ 1,875		
3	Preparation of the Initial Study / MND (see below)	-	-	-	-	-	-		
3.1	Prepare Administrative Draft Initial Study	4	24	30	6	6	\$ 7,498		
3.2	Prepare Draft Initial Study	4	16	12	4	2	\$ 4,426		
3.3	Respond to Comments and Prepare Final IS/MND.	2	12	16	0	1	\$ 3,509		
3.4	Prepare MMRP	0	2	4	0	0	\$ 630		
3.5	Prepare Notices	1	2	2	0	1	\$ 706		
4	Meeting/Hearing Attendance (1 Board or TAC mtg. 2 other meetings)	2	12	6	0	0	\$ 2,534		
5	Project Mgt	2	10	5	0	3	\$ 2,345		
SUBTOTAL hours for BMAP		18	86	83	12	14		\$ 24,250	
Total Hours		32	144	156	22	27	381		
Total DD&A labor		\$ 6,560	\$ 18,864	\$ 14,352	\$ 1,628	\$ 1,485	\$ 42,889	\$ 42,889.00	
								Contingency Allowance (10%, requires pre-authorization)	\$ 4,288.90
TOTAL DD&A (with contingency)								\$ 47,177.90	

Estimated Expenses	
Reproduction estimate - will be billed @ actual cost	\$ 2,050
Miscellaneous, Phone, Graphics, Courier, etc.	\$ 250
Travel (Site Visit, Meeting Attendance)	\$ 100
TOTAL EXPENSES	\$ 2,400

Total Estimated Cost	\$ 49,578
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**SEASIDE GROUNDWATER BASIN
WATERMASTER**

TO: Board of Directors

FROM: Robert S. Jaques, Technical Program Manager
FORMATTED AND APPROVED BY: Dewey D Evans, CEO

DATE: January 21, 2009

SUBJECT: Consider Approving RFS No. 2009-02 with HydroMetrics LLC to Perform Groundwater Modeling and to Develop Protective Water Levels

- - - - -

RECOMMENDATION:

Authorize Watermaster staff to execute the attached RFS No. 2009-02 to HydroMetrics to carry out this work for a not-to-exceed cost of \$286,240. This is within the amount budgeted for this work in the adopted Fiscal Year 2009 Watermaster Budget.

BACKGROUND:

HydroMetrics is the firm the Watermaster has hired to prepare the Basin Management Action Plan (BMAP), the Long-Term Seawater Intrusion Response Plan (SIRP), and the 2008 Seawater Intrusion Analysis Report (SIAR).

In the adopted 2009 Scope of Work for the Seaside Basin Management and Monitoring Program, the Board included tasks to perform groundwater modeling of the Basin, and also to develop protective water levels.

DISCUSSION:

HydroMetrics provided me with a draft proposal to perform these tasks. The draft proposal was modified to address my issues and questions. It was then reviewed and approved by the TAC at its January 14, 2009 meeting. The recommended scope of work and costs are contained in the attached RFS No. 2009-02 to HydroMetrics.

SEASIDE BASIN WATERMASTER
REQUEST FOR SERVICE

DATE: 2/4/2009

RFS NO. 2009-02
(To be filled in by WATERMASTER)

TO: Derrick Williams
HydroMetrics LLC
PROFESSIONAL

FROM: Robert Jaques
Technical Program Manager
WATERMASTER

Services Needed and Purpose: See Scope of Work in Attachment 1.

Completion Date: All work of this RFS shall be completed not later than December 31, 2009, and shall be performed in accordance with the Schedule contained in Attachment 1.

Method of Compensation: Time and Materials (As defined in Section V of Agreement.)

Total Price Authorized by this RFS: \$ 286,240.00 (Cost is authorized only when evidenced by signature below.)
(See Table 1 in Attachment 1 for Detailed Breakdown of Estimated Costs).

Total Price may not be exceeded without prior written authorization by WATERMASTER in accordance with Section V. COMPENSATION.

Requested by: _____ Date: _____
WATERMASTER Technical Program Manager

Authorized by: _____ Date: _____
WATERMASTER Chief Executive Officer

Agreed to by: _____ Date: _____
PROFESSIONAL

ATTACHMENT 1

Scope of Work for Protective Elevations

Task 1: Develop Protective Groundwater Elevation Goals and Objectives

Protective groundwater elevations depend strongly on the depth and location of the aquifer that will be protected. Protecting a deep aquifer at the shoreline requires a higher groundwater level than protecting a shallow aquifer inland.

In coordination with TAC members, the desired locations and depths for the freshwater/seawater interface will be determined. It is anticipated that the location will either be at the coastline or some point offshore. Additionally, the Professional will work with the TAC to determine if groundwater should be held in offshore storage for drought supply.

With the assistance of the TAC, a determination will be made of how many protective groundwater elevation locations are required. Generally, protective groundwater elevations are only useful at existing or future monitoring well locations. Useful existing and potential new coastal monitoring well locations will be identified for modeling.

For costing purposes, it is assumed that five well locations will be modeled, and that one meeting with the TAC will be required to develop the goals and objectives for the protective groundwater modeling.

Deliverables: Not less than 10 days prior to the meeting with the TAC, a Technical Memo will be provided to the Watermaster's Technical Program manager in electronic format describing the issues the TAC should consider in providing direction on the Goals and Objectives to be developed under this Task, and any recommendations the Professional would like the TAC to also consider in providing that direction.

Task 2: Develop Protective Groundwater Elevations

A series of cross-sectional models will be created that show where the freshwater/seawater interface is located for known groundwater elevations in monitoring wells. These models will

then be used to determine target groundwater elevations that maintain the position of the interface sufficiently far offshore to protect the Basin's aquifers.

The position of the freshwater/seawater interface depends on the density difference between freshwater and seawater, and on the groundwater level at the monitoring well. This modeling will require a density dependent groundwater flow model. The USGS SEAWAT model will be used to for this Task.

A cross-sectional, two-dimensional model will be developed at each of the coastal monitoring well or potential monitoring well locations. The cross-sectional model of each site will be layered to reflect the aquifer and aquitard units according to the current conceptual hydrogeologic model. These cross-sectional models will span the depth of the aquifer units and extend offshore beneath the ocean. Aquifer parameters e.g. hydraulic conductivity, storativity, etc. for each unit will be taken from existing estimates of these parameters for the various aquifer units.

Results from this task will include a range of reasonable groundwater elevations that are protective of seawater intrusion of the Basin's aquifers.

Deliverables: At the conclusion of work on this Task a Draft Technical Memo will be provided to the Watermaster's Technical Program manager in electronic format describing the work that was performed under this Task, including the modeling results, and any recommendations the Professional would like the TAC to consider. Following review by the TAC, the Professional will address any questions or comments from the TAC by preparing a Final Technical Memo.

Scope of Work for Groundwater Flow Model

Figure 1 presents the steps that will be taken in developing the Seaside Groundwater Basin model.

Task 3: Develop Model Goals and Objectives

General objectives of the basin wide groundwater model include:

- Evaluating selected supplemental water projects,
- Evaluating selected management actions,
- Determining storage efficiency of recharged water, and
- Verifying Total Useable Stored Groundwater and Total Useable Storage Space.

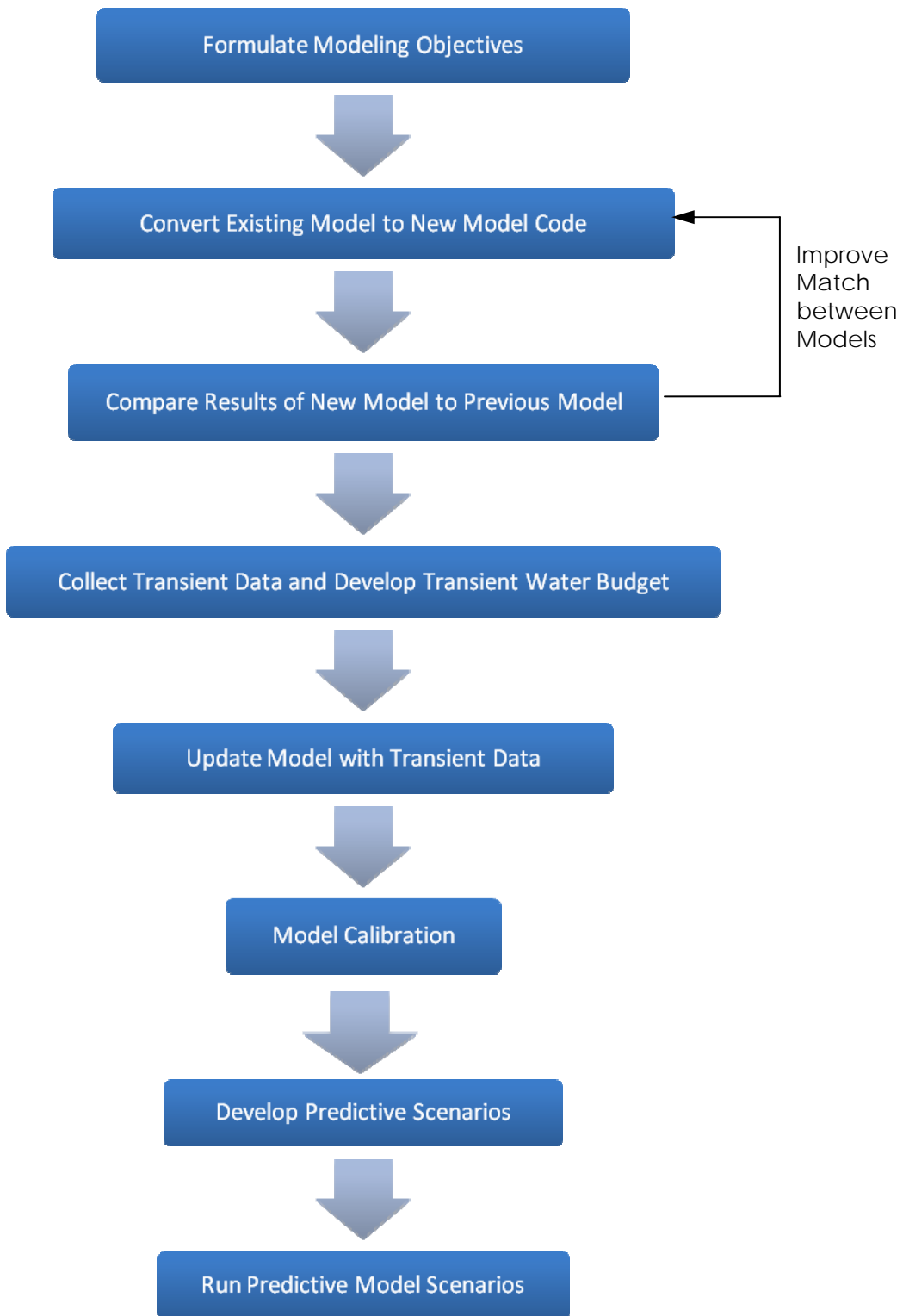


Figure 1: Model Development Process

The first step in developing the groundwater model will be a workshop with the TAC to agree upon specific model objectives. This will include developing a list of probable questions the model may be used to answer. The workshop will be facilitated by HydroMetrics LLC.

The defined model objectives will dictate which features of the Basin should be represented in the model, and to what degree of accuracy. In some cases averaged groundwater levels taken over large areas may be satisfactory, while in others groundwater levels at specified points may be necessary. The time periods simulated by the model (annual, quarterly or monthly) will also need to be decided upon based on the goals and objectives for the model.

Deliverables: Not less than 10 days prior to the workshop with the TAC, a Technical Memo will be provided to the Watermaster's Technical Program manager in electronic format describing the issues the TAC should consider in providing direction on the Goals and Objectives to be developed under this Task, and any recommendations the Professional would like the TAC to also consider in providing that direction.

Following the workshop, a written summary of the issues discussed during the workshop, and the conclusions and decisions reached at the workshop, will be prepared by the Professional and provided to the Technical Program Manager in electronic format to memorialize these actions.

Task 4: Develop Groundwater Flow Model

Subtask 4.1: Convert Existing Groundwater Model to New Model Code

The existing Seaside Basin Groundwater Model was developed using the USGS FEMFLOW model. This model is well documented and adequately checked, however the model code is not commonly used. Because this model is not commonly used, there are limited programs available for analyzing and modifying it. Other, more commonly used models are better suited for model modification, calibration, and display of model results.

The present model will be converted to either the FEFLOW or MODFLOW codes. Coordination with TAC members will be done to identify the pros and cons of each model code. After importing all relevant data to the new model code, it will be demonstrated that the model results from the new code are similar, although not identical, to the FEMFLOW results. This will confirm that all relevant information has been correctly transferred to the new model.

One meeting with the TAC is assumed for this subtask.

Deliverables: Not less than 10 days prior to the meeting with the TAC, a Technical Memo will be provided to the Watermaster's Technical Program manager in electronic format describing the

pros and cons of each model, so that the TAC can provide informed direction on the model to be used. The Professional will also provide any recommendations it would like the TAC to also consider in providing that direction.

Following the meeting, a written summary of the issues discussed during the meeting, and the conclusions and decisions reached at the meeting, will be prepared by the Professional and provided to the Technical Program Manager in electronic format to memorialize these actions.

Subtask 4.2: Collect Transient Data and Develop Transient Water Budget

Two important modifications to the existing Seaside Groundwater Basin model will be converting it to a transient (or time dependent) model, and developing a complete water budget separate from the groundwater model. These recommendations were presented in an earlier memorandum on the existing groundwater model (HydroMetrics LLC, September 27, 2007).

Historical hydrologic data will be required to convert the model to a transient model. Historical groundwater pumping data, historical groundwater elevation data, historical precipitation and evaporation data, as well as any other data necessary for a developing a complete water budget will be collected. It is assumed that the Monterey Peninsula Water Management District (MPWMD) will provide historical pumping data. Where possible, the Seaside Groundwater Basin Database will be accessed for data such as groundwater elevations.

The data will be combined into a complete water budget that includes estimates of flow across the coastline and other potential boundary flows. These boundary flows will be estimates that guide model calibration.

For budgetary purposes, it is assumed that one trip to MPWMD will be made to co-ordinate data collection.

Deliverables: At the conclusion of work on this Subtask a brief Technical Memo will be provided to the Watermaster's Technical Program manager in electronic format describing the work that was performed under this Task.

Subtask 4.3: Update and Calibrate Groundwater Model

Historical pumping, recharge, and groundwater elevation data, will all be incorporated into the groundwater model. The model will be calibrated to within acceptable tolerances, as agreed to by the TAC during the workshop on modeling objectives in Task 3.

Up to two meetings are assumed for this subtask to discuss technical modeling issues with the TAC. These meetings will also be used as progress meetings.

Deliverables: Not less than 10 days prior to each meeting with the TAC, a Memo will be provided to the Watermaster's Technical Program manager in electronic format describing the topics and issues the Professional wishes to discuss at the meeting, so that the TAC will be prepared for those discussions. The Memo will also include any recommendations the Professional would like the TAC to consider during those discussions.

Following the two meetings, a written summary of the issues discussed during the meetings, and the conclusions and decisions reached at the meetings, will be prepared by the Professional and provided to the Technical Program Manager in electronic format to memorialize these actions.

Task 5: Develop and Run Predictive Model Scenarios

Subtask 5.1: Develop Predictive Model Scenarios

In coordination with TAC members predictive model scenarios that represent realistic projects to supplement water supply in the Seaside Groundwater Basin will be developed. It is assumed that analyses of the projects have been completed and that only the input (recharge) and output (groundwater extraction) components will be considered in the model scenarios. For costing purposes, developing up to five scenarios is anticipated. Example scenarios may include developing in-lieu recharge by providing supplemental sources in excess of the annual basin overdraft; injecting water into the existing MPWMD ASR wells in excess of the annual basin overdraft; developing an injection barrier along the coast; or recharge of highly treated wastewater via MRWPCA's proposed Ground Water Recharge Project using either surface spreading, vadose zone injection wells, and/or direct aquifer injection wells.

One TAC meeting [will one meeting suffice?] will be held to discuss and select five model scenarios. The final model calibration from Subtask 4.3 will also be presented at this meeting.

Deliverables: Not less than 10 days prior to the meeting with the TAC, a Memo will be provided to the Watermaster's Technical Program manager in electronic format describing the topics and issues the Professional wishes to discuss at the meeting, so that the TAC will be prepared for those discussions. The Memo will also include any recommendations the Professional would like the TAC to consider during those discussions.

Following the meeting, a written summary of the issues discussed during the meeting, and the conclusions and decisions reached at the meeting, will be prepared by the Professional and provided to the Technical Program Manager in electronic format to memorialize these actions.

Subtask 5.2: Run and Evaluate Predictive Model Scenarios

Using the calibrated groundwater model developed in Subtask 4.3, the five predictive scenarios developed in Task 5.1 will be simulated. The Seaside Groundwater Basin model will be run with each scenario and the results analyzed based on:

- Ability to meet protective elevations,
- Storage efficiency of recharged water (i.e., how much of the recharged water can be extracted), and
- Change in basin wide groundwater flow directions, especially along the northern basin boundary.

Deliverables: No deliverables are required under this Subtask. The work performed under this Subtask will be described and discussed in the Model Report to be prepared under Task 6.

Task 6: Report

A Model Report will detail the methodology and results from all of the activities included in Tasks 1 through 5. The report serves as both a record of the models' development, and as reference documents for future model users. Our documentation will include a discussion of data adequacy, provide suggestions for strengthening the existing data set, and present guidelines for regularly updating and improving the model.

Deliverables: The Watermaster's Technical Program Manager will be provided with both draft and final documents for distribution to TAC members for their review. Fifteen printed and bound copies of the Draft Model Report and 15 printed and bound copies of the Final Model Report will be provided. Additionally, the final document will be provided to the Technical Program Manager in electronic format in MS Word.

COST

The estimated costs to complete the work described in the above scope are included in Table 1.

SCHEDULE

The work will be performed in accordance with the attached time Schedule.

TABLE 1. ESTIMATED COSTS

	Hours				Cost				Direct Costs	Total Costs
	Derrick Williams	Cameron Tana	Georgina King	Dave Van Brocklin	Derrick Williams	Cameron Tana	Georgina King	Dave Van Brocklin		
PROTECTIVE ELEVATIONS										
Task 1: Develop Protective Groundwater Elevation Goals	20	0	40	0	\$3,600	\$0	\$6,400	\$0	\$700	\$10,700
Task 2: Model Protective Groundwater Elevations	12	80	0	80	\$2,160	\$12,800	\$0	\$10,400	\$400	\$25,760
GROUNDWATER FLOW MODEL										
Task 3: Develop Model Goals and Objectives	20	0	20	0	\$3,600	\$0	\$3,200	\$0	\$150	\$6,950
Task 4: Develop Groundwater Flow Model										
Subtask 4.1 Convert Groundwater Model to New Code	50	40	0	120	\$9,000	\$6,400	\$0	\$15,600	\$300	\$31,300
Subtask 4.2 Develop Transient Water Budget	40	40	80	160	\$7,200	\$6,400	\$12,800	\$20,800	\$700	\$47,900
Subtask 4.3 Update and Calibrate Groundwater Model	80	180	0	140	\$14,400	\$28,800	\$0	\$18,200	\$1,000	\$62,400
Task 4 Total	170	260	80	420	\$30,600	\$41,600	\$12,800	\$54,600	\$2,000	\$141,600
Task 5: Develop and Run Predictive Model Scenarios										
Subtask 5.1: Develop Predictive Model Scenarios	20	0	40	8	\$3,600	\$0	\$6,400	\$1,040	\$250	\$11,290
Subtask 5.2: Run and Evaluate Predictive Model Scenarios	40	60	40	120	\$7,200	\$9,600	\$6,400	\$15,600	\$100	\$38,900
Task 5 Total	60	60	80	128	\$10,800	\$9,600	\$12,800	\$16,640	\$350	\$50,190
Task 6: Report	36	16	140	120	\$6,480	\$2,560	\$22,400	\$15,600	\$4,000	\$51,040
Total	318	416	360	748	\$57,240	\$66,560	\$57,600	\$97,240	\$7,600	\$286,240

Hourly Rates:

Derrick Williams	\$180
Cameron Tana	\$160
Georgina King	\$160
Dave Van Brocklin	\$130

ITEM NO. X.

**INFORMATIONAL
REPORTS
(NO ACTION REQUIRED)**

SEASIDE GROUNDWATER BASIN WATERMASTER CRITICAL MILESTONE DATES

ITEM X.A. 1/21/09

ANNUAL MILESTONES	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016		
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.	27-Mar-06	30-Sep-07	APA to SPA election amended to in perpetuity 12/12/2009										
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 decreased 10% Jan 1, 2009		Operating yield could decrease 10% every three years on October 1st until it is the equivalent of Natural Safe Yield			1-Oct	1-Oct	1-Oct		
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		15-Nov		15-Nov	15-Nov	15-Nov	15-Nov	15-Nov	15-Nov	15-Nov	15-Nov		
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		15-Nov		30-Nov	30-Nov	30-Nov	30-Nov	30-Nov	30-Nov	30-Nov	30-Nov		
California American Water to submit annually to Watermaster any augmentation to water supply for possible credit toward Replenishment Assessment	Annually	15-Nov	CAW Credit Request Granted (signed MOU) January 15, 2009	15-Nov	15-Nov	15-Nov	15-Nov	15-Nov	15-Nov	15-Nov	15-Nov		
Water level monitoring - monthly data collection from all members for inclusion in the consolidated database.	Reported Annually	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly		
Water quality monitoring - yearly data collection from all members for inclusion in consolidated database	Reported Annually	15-Nov	28-Feb & 15-Nov	15-Nov	15-Nov	15-Nov	15-Nov	15-Nov	15-Nov	15-Nov	15-Nov		
Summary report of water resources data to all members/parties Reported the 15th each quarter month:	Quarterly		Jul, Oct 15th	Jan, Apr, Jul, Oct 15th	Jan, Apr, Jul, Oct 15th	Jan, Apr, Jul, Oct 15th	Jan, Apr, Jul, Oct 15th	Jan, Apr, Jul, Oct 15th	Jan, Apr, Jul, Oct 15th	Jan, Apr, Jul, Oct 15th	Jul, Oct 15th		
Annual Report to Court	January 15	15-Nov	15-Nov	15-Nov	15-Nov	15-Nov	15-Nov	15-Nov	15-Nov	15-Nov	15-Nov		
ADMINISTRATIVE MILESTONES	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016		
Board Directors Terms		7-Nov											
Budget (Administrative) Adopted/distributed					15-Jan	15-Jan	15-Jan	15-Jan	15-Jan	15-Jan			
Budget (Operations) Adopted/distributed					15-Jan	15-Jan	15-Jan	15-Jan	15-Jan	15-Jan			
Budget (Replenishment)Adopted/distributed					15-Jan	15-Jan	15-Jan	15-Jan	15-Jan	15-Jan			
Administrative Assessments				2008 mailed; due by Jan 15 2009									
Operations Assessments				2008 mailed; due by Jan 15 2009									
Capital Assessments				2008 mailed; due by Jan 15 2009									
Replenishment Assessments				2008 mailed; due by Jan 15 2009									
Declaration of Replenishment Water Availability				21-Jan-09									
MONTHLY MILESTONES	2006-07	Jan 09	Feb 09	Mar 09	Apr 09	May 09	Jun 09	Jul 09	Aug 09	Sep 09	Oct 09	Nov 09	Dec 09
Adjudication ordered by Court and filed	27-Mar-06												
Fiscal Year tentative budgets distribution to all parties													
Annual Report to Court	15-Nov-07												
Answers to Judge's Questions re: 2008 Annual Report at 12/12/09 hearing	15-Nov-07	21-Jan-09											
SPECIAL ISSUES	2006-07	Jan 09	Feb 09	Mar 09	Apr 09	May 09	Jun 09	Jul 09	Aug 09	Sep 09	Oct 09	Nov 09	Dec 09
SWRCB Cease Desist Order California American Water		1/30/09 Release of EIR	60-Day Public Comment Period & Public Hearings on Draft EIR February - March 2009				Final EIR Release						
Watermaster Board Regular Meeting Schedule	16-Jan	6-Feb	5-Mar	2-Apr	7-May Cancel	4-Jun	2-Jul Cancel	6-Aug Cancel	9-Sep	1-Oct	5-Nov	3-Dec	
SUMMARY PROJECT SCHEDULE (See detailed project schedule for more information)			Monitoring and Management Program 2009				MRWPCA Groundwater Replenishment Project						
Program Administration, Database Management			1/1/09 - 12/31/09			Initial Study	To WM TAC 1/14/09						
Basin Monitor Well Construction			1/1/09-9/10/09							Complete =			
Enhanced Groundwater Model			1/1/09-11/4/09							Yet to be completed =			
Production Water Level & Water Quality Monitoring (Hydrometrics, MPWMD, MCWRA)			1/1/09 - 12/31/09							Scheduled for Board or TAC meeting =			
BMAP / SIRP (Hydrometrics, MPWMD, MCWRA)			2/4/2009							Imminent Critical Deadline =			
Seawater Intrusion Detection Program (Hydrometrics, MPWMD, MCWRA)			1/1/09 - 12/31/09										

D-R-A-F-T
MINUTES

**Seaside Groundwater Basin Watermaster
Technical Advisory Committee Special Meeting
December 10, 2008**

Attendees: TAC Members
City of Seaside – Rick Riedl
California American Water – Tom Bunosky
City of Monterey – Les Turnbeaugh
Laguna Seca Property Owners – No Representative
MPWMD – Joe Oliver
Public Member – John Fischer
MCWRA – Kathy Thomasberg
City of Del Rey Oaks – No Representative
City of Sand City – No Representative
Coastal Subarea Landowners – No Representative

Watermaster
Technical Program Manager - Robert Jaques

Consultants
HydroMetrics LLC - Derrik Williams

Others:
Keith Israel – MRWPCA
Lyndel Melton - RMC

The meeting was called to order at 1:39 p.m.

1. Administrative Matters:

A. Approve Minutes from November 21, 2008 Special Meeting

On a motion by Mr. Turnbeaugh, seconded by Mr. Oliver, the minutes were unanimously approved as presented.

2. Continue and Complete Discussion of the Completed Draft BMAP

Mr. Williams resumed discussion on the Draft BMAP beginning at page 25.

There were numerous editorial comments to improve clarity and/or accuracy. The more substantive issues raised were:

- Additional figures will be included showing jurisdictional boundaries of the various water agencies as well as faults and anticlines.
- The protective water levels shown in the figures will be updated by the work HydroMetrics will be doing in Fiscal Year 2009.

- Mr. Oliver reported that some of the overpumping above the Natural Safe Yield depletes storage, but some is replaced by sea water moving into the Basin offshore of the coastal wells. Because this issue is complex, Mr. Williams will elaborate in the document to clarify it.
- Math errors in table 5 will be corrected.
- Language will be added to provide a rationale for staying with the current assumed Natural Safe Yield of 3, 000 acre feet per year, as set forth in the Decision. Neither the range of values listed in the Decision, nor the range of values cited in the BMAP, support the 3, 000 acre foot per year figure. There was consensus that since groundwater modeling has been authorized for HydroMetrics in Fiscal Year 2009, the 3,000 acre foot per year figure should be retained unless and until the modeling results in a revised figure.
- Some of the projects described in Section 3 "Supplemental Water Supplies" have evolved since the earlier drafting of the BMAP. Mr. Melton explained that the projects are continuing to change. He went on to say that the Public Utilities Commission's Environmental Impact Report will be released in the near future and is expected to contain costs and other information differing from that contained in the BMAP.

There was much discussion on how to address this in the BMAP, i.e. remove cost details and other numerical characteristics of the projects, or state clearly that the figures are in the course of being revised and refined thus rendering current cost and other data out-of-date almost as soon as it is presented.

The Public Utilities Commission Environmental Impact Report (to be released in January 2009) will evaluate the environmental characteristics of the projects. However, implementation issues, e.g. cost, permitability, etc. will also need to be evaluated. According to Mr. Melton this work is not in consultant contracts or scopes of assignment at this time. He said it will be up to the local water agencies on their own to come together and enter into agreements to implement the various projects that collectively comprise the Regional Water Supply Project.

Following much discussion there was consensus to have Section 3 just provide project descriptions, but not to include cost, permitting, or scheduling data, since this will depend on what the Environmental Impact Report by the Public Utilities Commission concludes and recommends. According to Mr. Melton and Mr. Israel the cost data is expected to be developed by the local water agencies that will be involved in implementing the components of original water supply project. These agencies will probably include the MRWPCA, MCWD, and MPWMD. The cost data is expected to be developed in the spring of 2009. The cost data will then be evaluated by the Public Utilities Commission and used in conjunction with the Environmental Impact Report recommendations to come to a final Public Utilities Commission recommendation and direction of what project(s) are to be implemented.

It was felt it was better not to include data on costs in the BMAP, since the costs will be revised by the project sponsors based on the sizing and configuration of the project components as recommended in the Environmental Impact Report.

- There was consensus that it was very important for the Watermaster to review and comment on the Public Utilities Commission Environmental Impact Report and any cost documents that come out as the Regional Water Supply Project moves through the Public Utilities Commission process. That process is expected to be concluded by the end of 2009. However the comment period on the Environmental Impact Report is only expected to be approximately 60 days, so it will be critical for the Watermaster to provide its comments within the public comment period.

Mr. Williams will e-mail out for the TAC's review a revised Section 3 prior before finalizing the draft BMAP.

3. Proposal by City of Seaside to Purchase Production Allocation from Another Producer

Mr. Riedl summarized the City of Seaside's proposal to purchase carryover water credits from Granite Rock to help offset the City's over-production in recent years. Mr. Riedl explained that the City is not able to borrow money from the State if it is in violation of any court order. Therefore, the City wishes to comply with the Seaside Groundwater Basin Decision by bringing its production levels in line with those authorized in the Decision.

Mr. Fischer commented that a part of the language in the Recitals of the proposed agreement between the City of Seaside and Granite Rock is not exactly the same as the language in the Decision. Mr. Riedl said that since this discrepancy is in the Recitals section of the agreement, not the terms and conditions section of agreement, it will not affect the terms and conditions of the agreement itself.

There was consensus that the TAC could see no technical drawbacks to granting Seaside's request.

Following discussion there was a motion by Mr. Turnbeaugh, seconded by Mr. Bunosky, to recommend to the Board that approval be granted for Seaside's request. The motion passed with Mr. Fischer dissenting

4. Special Presentation

Mr. Bunosky presented an award to Mr. Fischer recognizing him for his dedication and hours of time spent working as a TAC member. Mr. Fisher received unanimous expressions of appreciation from the TAC members for his services.

5. Other business

Mr. Turnbeaugh reported that this will likely be his last TAC meeting, as he is retiring at the end of the month.

6. Set next meeting date for Wednesday January 14, 2009 2008 at 1:30 p.m.

To be held at the Seaside City Hall Portable Office Buildings Conference Room

The next TAC meeting was set for this time, date, and location.

The meeting adjourned at 4:49 p.m.

**SEASIDE GROUNDWATER BASIN
WATERMASTER**

TO: Board of Directors
FROM: Dewey D Evans, CEO
DATE: January 21, 2009
SUBJECT: Court Approval of Request to allow APA to SPA in Perpetuity

RECOMMENDATION:

No recommendation as the Court has already ruled that Alternative Production Allocations (APA) parties can choose to change all or a portion of their APA to the Standard Production Allocation (SPA) at any time they so decide.

DISCUSSION:

Because of the size of the document that thoroughly describes this action, which is 60 pages or so in length, I recommend that you go to the Watermaster web site at:

www.seasidebasinwatermaster.org

where it is posted for your convenience.

**SEASIDE GROUNDWATER BASIN
WATERMASTER**

TO: Board of Directors

FROM: Laura Dadiw, Assistant to the CEO

APPROVED BY: Dewey D Evans, CEO

DATE: January 21, 2009

SUBJECT: Watermaster Assessments for 2009: Administrative; Monitoring and Management – Operations & Capital Funds

PURPOSE: Provide information on 2009 budget assessments issued to cover expenditures throughout the year on Administration, Monitoring and Management – Operations, and Monitoring and Management – Capital projects.

RECOMMENDATION:

This item is informational only and requires no action.

DISCUSSION:

The Budget Assessment for the administrative budget shall be assessed against each Producer (except those in the Landowner Group) by multiplying the amount of the budget for the ensuing Administrative Year by the following percentages:

- | | |
|-------------------------|-------|
| (1) California American | 83% |
| (2) City of Seaside | 14.4% |
| (3) City of Sand City | 2.6% |

The Budget Assessment for the Monitoring and Management Budgets shall be assessed against each Producer (except those in the Landowner Group) by multiplying the amount of the Monitoring and Management Plan budget for the ensuing Administrative Year by the following percentages:

- | | |
|-------------------------------|-----|
| (1) California American | 91% |
| (2) City of Seaside | 7% |
| (3) D.B.O. Development No. 27 | 1% |
| (4) Graniterock Company | 1% |

Watermaster Assessments for Administrative Year 2009, due by January 15, 2009:

Producer	Administrative Budget \$108,759	Operations Budget \$683,998	Capital Budget \$225,000
California American Water	@ 83.0% = \$90,270	@ 91% = \$622,438	@ 91% = \$ 204,750
City of Seaside	@ 14.4% = \$15,661	@ 7% = \$ 47,890	@ 7% = \$ 15,750
City of Sand City	@ 2.6% = \$ 2,828		
Graniterock Company		@ 1% = \$ 6,840	@ 1% = \$ 2,250
D.B.O. Development No. 27		@ 1% = \$ 6,840	@ 1% = \$ 2,250

ATTACHMENT: None

**SEASIDE GROUNDWATER BASIN
WATERMASTER**

TO: Board of Directors
FROM: Dewey D Evans, CEO
DATE: January 21, 2009
SUBJECT: California Public Utilities Commission Release of Draft Environmental Impact Report for Cal-Am Coastal Water Project on January 30, 2009

RECOMMENDATION:

None Information Only

DISCUSSION:

This item is to alert the Board to the California Public Utilities Commission's pending release of the Draft Environmental Impact Report for the California American Coastal Water Project on January 30, 2009. It will be important for the Watermaster to review and comment on the document within the allowable comment period. There will be several public presentations on the document in local venues and it will be important for as many Board members as possible to attend one or more of these presentations. One of the presentations is reportedly scheduled for Seaside's Oldemeyer Center on March 3rd. We assume the other locations will be listed in the Draft Environmental Impact Report when it comes out.

The Watermaster Technical Advisory Committee (TAC) is requesting that the Board give the TAC direction on what their role will be in this process, so they can work in concert with the Board.

ITEM NO. XI.

**DIRECTOR'S
REPORTS**

ITEM NO. XII.

**EXECUTIVE OFFICER
COMMENTS**