

# **County of Monterey**

Schilling Government Center  
1441 Schilling Place  
Salinas, CA 93901



## **Meeting Agenda - Final**

**Friday, June 5, 2026**

**9:00 AM**

**Saffron Conference Room  
1441 Schilling Place, Salinas, CA 93901**

### **Finance and Administration Committee**

For information on The Ralph M. Brown Act: Open Meetings please click on the link below:

[https://leginfo.legislature.ca.gov/faces/codes\\_displayText.xhtml?division=2.&chapter=9.&part=1.&lawCode=GOV&title=5](https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?division=2.&chapter=9.&part=1.&lawCode=GOV&title=5)

**COMMITTEE MEMBERS:**

Mark Gonzalez, Chair  
John Baillie, Vice Chair  
Matt Simis  
Mike LeBarre

**How to participate in this meeting: In-Person at the address listed above.**

**Via Zoom: Members of the public may participate in this meeting virtually via computer or smart device. To Join the Zoom Meeting, copy and paste the link into your browser: [https://montereycty.zoom.us/j/97233469235?](https://montereycty.zoom.us/j/97233469235?pwd=zKS4Wi7Bt1KYrRj9IBE0Hqb2JFplXh.1)**

**pwd=zKS4Wi7Bt1KYrRj9IBE0Hqb2JFplXh.1**

**Meeting ID: 972 3346 9235 Password: 289821**

**To Participate via phone, you can call the number below and enter the webinar ID number and password when prompted:**

**Phone Number: (669) 219 2599 Meeting ID: 972 3346 9235**

**Password: 289821**

**Public Comments: The following options are available to any member of the public participating virtually or in person who wishes to make any comments to the Water Resources Advisory Committee.**

**Before the Meeting via Email: Written comments can be emailed by 5:00 p.m. on the Tuesday prior to the Committee meeting, to [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov). Please indicate the Committee name, meeting date and agenda number in the subject. Comments received by the deadline will be distributed to the Committee and placed in the record.**

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**The Chair and/or Secretary may set reasonable rules as needed to conduct the meeting in an orderly manner**

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**Número de teléfono: (669) 219 2599 ID de la reunión: 972 3346 92351 Contraseña: 289821**

**Comentarios del público: Las siguientes opciones están disponibles para cualquier miembro del público que participe de forma virtual o en persona y desee hacer comentarios ante el Comité Asesor de Recursos Hídricos.**

**Antes de la reunión por correo electrónico: Los comentarios escritos pueden enviarse por correo electrónico hasta las 5:00 p. m. del martes previo a la reunión del Comité a: [WRAPubliccomment@countyofmonterey.gov](mailto:WRAPubliccomment@countyofmonterey.gov)**

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La solicitud debe realizarse a más tardar al mediodía del martes previo a la reunión del Comité, para permitir que la Agencia tenga tiempo de atender la solicitud.

El Presidente y/o el Secretario podrán establecer reglas razonables según sea necesario para conducir la reunión de manera ordenada.

### **Call to Order**

### **Roll Call**

### **Public Comments**

### **Committee Member Comments**

### **Consent Calendar**

1. Approve the Action Minutes of the Finance and Administration Meeting held on April 3, 2026.

**Attachments:**     [Draft Meeting Minutes April 3, 2026](#)

### **Scheduled Items**

2. Consider recommending that the Board of Directors authorize the General Manager to execute a professional services agreement between Worthington Products Inc., and Monterey County Water Resources Agency for design, procurement, and installation of a Tuffboom Boat Barrier Buoy system for San Antonio Reservoir and additional Tuffboom parts for Nacimiento Reservoir in the amount of \$1,345,994; and Consider recommending that the Board of Directors approve and authorize the General Manager to execute up to three future contract change orders that do not exceed 20% (\$269,199) of the original agreement, for a total contract amount not to exceed amount of \$1,615,193.

**Attachments:**     [Board Report](#)  
                          [Worthington Inc Estimate](#)

3. Consider recommending that the Monterey County Water Resources Agency Board of Directors approve Amendment No. 1 to the Agreement for Services with Phenix Environmental Planning., for

environmental support services for the Nacimiento Plunge Pool Project, to add a dollar increase of \$75,000 for a total contract amount not to exceed \$150,000; and authorize the General Manager to execute Amendment No. 1. (Staff: Elise Harden)

**Attachments:** [Board Report](#)  
[Executed Original Agreement](#)  
[DRAFT Amendment No. 1](#)  
[Amendment No 1 Exhibit A](#)

4. Consider recommending that the Monterey County Water Resources Agency Board of Directors approve Amendment No. 3 to the Agreement for Services with ICF Jones & Stokes, Inc. to include their recent name change to ICF Environmental, extend the term of the agreement for three years to June 30, 2029; and authorize the General Manager to execute Amendment No. 3.

**Attachments:** [Board Report](#)  
[Executed Original Agreement](#)  
[Amendment No 1](#)  
[Amendment No 2](#)  
[Draft Amendment No 3](#)

5. Consider recommending that the Monterey County Water Resources Agency Board of Directors approve Amendment No. 1 to the Agreement for Services with The Don Chapin Company, Inc., for as-needed and emergency CSIP pipeline and equipment repairs, to extend the term length to July 1st 2028, to add a dollar increase of \$250,000 for a total contract amount not to exceed \$350,000; and authorize the General Manager to execute Amendment No. 1.

**Attachments:** [Board Report](#)  
[Executed Agreement](#)  
[Draft Amendment Agreement](#)

6. Monthly Financial Report thru April 30, 2026. (Staff: Nan Kim)

**Attachments:** [FY26\\_2026 04 Financial](#)

### **Staff Reports**

7. Receive a Personnel Update (Staff: Jessell Fenley)
8. Grazing Lease Revenue Update (Staff: Jessell Fenley)
9. Boat Dock Revenue Update (Staff: Mallory Roberts)
10. Monterey One Water Financial Reports thru March 31, 2026. (Staff: Nan Kim)

**Attachments:** [M1W March 31 2026 Expenditures Report](#)

**Calendar**

11. Set the next meeting date and discuss future agenda items.

**Adjournment**



# County of Monterey

## Item No.1

### Board Report

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

Legistar File Number: WRAG 26-178

June 05, 2026

**Introduced:** 5/27/2026

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Approve the Action Minutes of the Finance and Administration Meeting held on April 3, 2026.

# County of Monterey

*Schilling Government Center  
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## Meeting Minutes

Friday, April 3, 2026

9:00 AM

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**Finance and Administration Committee**

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El Presidente y/o el Secretario podrán establecer reglas razonables según sea necesario para conducir la reunión de manera ordenada.

### Call to Order

The meeting was called to order at 9:00 a.m.

### Roll Call

Present: Mark Gonzalez, John Baillie, Matt Simis, Mike LeBarre

### Public Comments

None.

### Committee Member Comments

None.

### Consent Calendar

Upon the motion made by John Baillie, seconded by Matt Simis the committee approved the Consent Calendar.

Ayes: Mark, Gonzalez, John Baillie, Mark LeBarre, Matt Simis

Noes: None

Absent: None

Abstained: None

1. Approve the Action Minutes of the Finance and Administration Meeting held on March 6, 2026.

**Attachments:**     [Draft Meeting Minutes March 6 2026](#)

**Scheduled Items**

3. Consider recommending a proposed change to the FY27 Recommended Budget for the CSIP Replacement well and provide direction to staff. (Staff Presenting: Ara Azhderian)

**Attachments:**     [MEMO: FY27 Budget Alteration Castroville Seawater Intrusion Project \(CSIP\) Replacement Well 11B02](#)

**Upon the motion made by Mike LeBarre, seconded by Matt Simis the committee approved the recommendation of approval to enter into Agreements to Convey Ownership of Monitoring Wells.**

**Ayes: Mark, Gonzalez, Mark LeBarre, Matt Simis**

**Noes: John Baillie**

**Absent: None**

**Abstained: None**

**Committee Member Comments: Mike LeBarre, Matt Simis, John Baillie, Mark Gonzalez**

**Staff Comments: Ara Azhderian, Shaunna Murray, Nan Kim**

**Public Comments: None**

2. Consider recommending that the Board of Directors of the Monterey County Water Resources Agency recommend to the Board of Supervisors of the Monterey County:
- a. Approve and authorize the General Manager of the Water Resources Agency to accept donation of monitoring wells ES-1A valued at \$350,806; ES-1B valued at \$152,388; ES-1C valued at \$92,109; ES-ISW-1 valued at \$38,110; F-DA-1 valued at \$350,806; F-ISW-1 valued at \$74,528; F-ISW-2 valued at \$42,133; F-ISW-3 valued at \$43,133; L-GWL-1 valued at \$67,244; L-GWL-4 valued at \$127,272; UV-GWL-2 valued at \$200,109; UV-GWL-3 valued at \$149,877; and UV-ISW-2 valued at \$43,133 from the Salinas Valley Basin Groundwater Sustainability Agency;
  - b. Authorize the General Manager of the Water Resources Agency to enter into Agreements to Convey Ownership in Monitoring Wells ES-1A, ES-1B, ES-1C, ES-ISW-1, F-DA-1, F-ISW-1, F-ISW-2, F-ISW-3, L-GWL-1, L-GWL4, UV-GWL-2, UV-GWL-3, and UV-ISW-2; and
  - c. Authorize the Water Resources Agency to use monitoring wells ES-1A, ES-1B, ES-1C, ES-ISW-1, F-DA-1, F-ISW-1, F-ISW-2, F-ISW-3, L-GWL-1, L-GWL-4, UV-GWL-2, UV-GWL-3, and UV-ISW-2 for implementation of its Groundwater Monitoring Program.
- (Staff Presenting: Amy Woodrow)

**Attachments:**     [Board Report](#)  
[General Well Location Map](#)  
[Individual Well Location Maps](#)  
[Well Completion Reports](#)  
[Agreements to Convey Ownership](#)  
[Board Orders for WRAG 24-135 and WRAG 25-070](#)

Upon the motion made by Mike LeBarre, seconded by Matt Simis the committee approved the recommendation of a proposed change to the FY27 Recommended Budget for the CSIP Replacement.

**Ayes:** Mark, Gonzalez, Mark LeBarre, Matt Simis

**Noes:** John Baillie

**Absent:** None

**Abstained:** None

**Committee Member Comments:** John Baillie, Mike LeBarre, Matt Simis

**Staff Comments:** Ara Azhderian, Nan Kim

**Public Comments:** Doug Scattini, Ryan Kelly, Christopher Bunn written comment

4. Consider recommending the Monterey County Water Resources Agency Board of Directors to the Board of Supervisors of the Monterey County:
- a. Approve and adopt the Fiscal Year 2026-27 (FY27) cost-of-living adjustment (COLA) increase of 2.5% to the assessment charges of Zones 1, 1A, 2B, 2C, 2Z, 8, 9, 12, and 17; and
  - b. Adopt a resolution approving the FY27 Zone 2B Water Delivery charge of \$100.24 per acre-foot of water delivered for the Castroville Seawater Intrusion Project (CSIP) and the Salinas Valley Reclamation Project (SVRP); and
  - c. Adopt a resolution approving the FY27 Zone 2B Water Service Charge of \$113.57 per acre-foot of water delivered for the Salinas River Diversion Facility (SRDF); and
  - d. Set and hold a public hearing at 10:30 AM on May 19, 2026, to consider approving and adopting the assessment rate and charges; and
  - e. Direct the Clerk of the Board of Supervisors to publish a hearing notice once a week for two consecutive weeks prior to the date set for the hearing.

(Staff Presenting: Nan Kim)

**Attachments:** [Board Report](#)  
[Summary FY2027 WRA Assessment Charges & Fees](#)  
[Notices of Public Hearing for Flood Zones](#)  
[Notices of Public Hearing for Zone 2C](#)  
[Notices of Public Hearing for Zones 2B, 2Y, 2Z WDF](#)  
[FY27 WRA Rates Presentation](#)

Upon the motion made by Mike LeBarre, seconded by Matt Simis the committee approved the recommendation for the increase in delivery charges.

**Ayes:** Mark, Gonzalez, Mark LeBarre, Matt Simis

**Noes:** John Baillie

**Absent:** None

**Abstained:** None

**Committee Member Comments:** John Baillie, Mike LeBarre

**Staff Comments:** Nan Kim

**Public Comments:** Doug Scattini

5. Consider recommending that the Monterey County Water Resources Agency Board of Directors

recommend to the Board of Supervisors of the Monterey County to adopt a resolution approving the Monterey County Water Resources Agency Fiscal Year 2026-27 (FY27) Recommended Budget.  
(Staff Presenting: Nan Kim)

**Attachments:**    [Boart Report](#)  
                          [MCWRA FY2026/27 Recommended Budget Book](#)  
                          [Draft Board of Supervisor Budget Hearing Notice](#)  
                          [Resolution](#)  
                          [FY27 Budget Presentation](#)

Upon the motion made by John Baillie, seconded by Mike LeBarre the committee approved the recommendation to approve the Monterey County Water Resources Agency FY 2026-27 Recommended Budget.

**Ayes:** Mark, Gonzalez, John Baillie, Mark LeBarre, Matt Simis  
**Noes:** None  
**Absent:** None  
**Abstained:** None

**Committee Member Comments:** John Baillie, Mike LeBarre  
**Staff Comments:** None  
**Public Comments:** None

**Staff Reports**

6. Personnel Update (Staff Presenting: Jessell Fenley)

**Committee Member Comments:** Mike LeBarre, Mark Gonzalez  
**Staff Comments:** Nan Kim  
**Public Comments:** None

7. Provide a Legislative and Regulatory Activities Update. (Staff Presenting: Ara Azhderian)  
a. Final AB2180 Assm. Local Gov Coalition Letter 03-11-2026  
b. ACWA Fact Sheet AB2180 Clarify Proportional Water Rates

**Attachments:**    [MEMO: Legislative and Regulatory Activities](#)  
                          [Final AB 2180 Assm. Local Gov Coalition Letter 03-11-26](#)  
                          [ACWA Fact Sheet: AB2180 Clarify Porportional Water Rates](#)

8. Monterey One Water Financial Reports through January 2026. (Staff Presenting: Nan Kim)

**Attachments:**    [M1W Expenditures Report Jan 2026](#)

**Committee Member Comments:** John Baillie, Mark Gonzalez, Mike LeBarre  
**Staff Comments:** Nan Kim, Shaunna Murray  
**Public Comments:** None

**Calendar**

9. Set the next meeting date and discuss future agenda items.

**Adjournment**

The meeting adjourned at 11:39 a.m.



# County of Monterey

## Item No.2

### Board Report

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

Legistar File Number: WRAG 26-183

June 05, 2026

**Introduced:** 5/27/2026

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Consider recommending that the Board of Directors authorize the General Manager to execute a professional services agreement between Worthington Products Inc., and Monterey County Water Resources Agency for design, procurement, and installation of a Tuffboom Boat Barrier Buoy system for San Antonio Reservoir and additional Tuffboom parts for Nacimiento Reservoir in the amount of \$1,345,994; and Consider recommending that the Board of Directors approve and authorize the General Manager to execute up to three future contract change orders that do not exceed 20% (\$269,199) of the original agreement, for a total contract amount not to exceed amount of \$1,615,193.

#### RECOMMENDATION:

It is recommended that the Monterey County Water Resources Agency Finance & Administration Committee:

- a. Consider recommending that the Board of Directors authorize the General Manager to execute a professional services agreement between Worthington Products Inc., and Monterey County Water Resources Agency for design, procurement, and installation of a Tuffboom Boat Barrier Buoy system for San Antonio Reservoir and additional Tuffboom parts for Nacimiento Reservoir in the amount of \$1,345,994; and
- b. Consider recommending that the Board of Directors approve and authorize the General Manager to execute up to three future contract change orders that do not exceed 20% (\$269,199) of the original agreement, for a total contract amount not to exceed amount of \$1,615,193.

#### SUMMARY/DISCUSSION:

The San Antonio Reservoir currently does not have a boat barrier buoy and/or a debris boom system installed. Unauthorized public access to the upstream dam face has occurred by reservoir boaters and should be restricted to authorized personnel only. Additionally, the buoy line will serve as a debris barrier to keep debris safely away from critical dam and intake infrastructure.

This project would include the anchorage design, procurement of materials, and installation of a boat barrier buoy line on the reservoir surface in front of these dam facilities (approximately 1,700' long). The boat barrier line would be anchored to both sides of the reservoir bottom and only allow Agency staff through an access gate to reach the dam face. High visibility design and signage will be utilized for boater and Agency staff safety.

A Tuffboom Boat Barrier buoy line was installed at Nacimiento Reservoir in 2009, supplied by Worthington Inc. The decision to utilize a similar product at San Antonio Reservoir is ideal for product uniformity and staff familiarization. A task of this scope of work is for maintenance, parts, and installation of items for the existing buoy line at Nacimiento Reservoir.

OTHER AGENCY INVOLVEMENT:

California Department of Water Resources Division of Safety of Dams will need to approve the Tuffboom boat barrier buoy anchor design prior to design finalization and installation.

FINANCING:

The engineering design of the Tuffboom boat barrier buoy line and anchors for San Antonio Reservoir is \$50,048. Upon engineering design completion, a more defined cost will be received. The cost of design, procurement, and installation of the Tuffboom Boat barrier buoy for San Antonio Reservoir is estimated at \$1,245,945.76. Replacement parts and maintenance for Nacimiento Reservoir are estimated at \$50,000. A contingency for streamlined design to construction continuation and contract change orders is set to 20%. The total contract amount shall not exceed \$1,615,192.51. See below for a summary of item costs discussed in this report:

Engineering anchor design:	\$ 50,048.00
Estimated materials and installation	1,245,945.76
Additional Parts (Nacimiento)	50,000.00
Subtotal	<u>1,345,993.76</u>
Contingency (20%)	269,198.75
Total contract not to exceed	<u>1,615,192.51</u>

The project will be funded by Grant Agreement No. 4600015764, SB104. The total amount needed for this agreement is included in the FY2026-2027 adopted budget.

Prepared by: Unnati Desai, Water Resources Engineer, (831) 788-3451  
Approved by: Ara Azhderian, General Manager, (831) 755-8982

Attachment:

1. Worthington Inc. Estimate



# County of Monterey

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Legistar File Number: WRAG 26-183

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California Department of Water Resources Division of Safety of Dams will need to approve the Tuffboom boat barrier buoy anchor design prior to design finalization and installation.

FINANCING:

The engineering design of the Tuffboom boat barrier buoy line and anchors for San Antonio Reservoir is \$50,048. Upon engineering design completion, a more defined cost will be received. The cost of design, procurement, and installation of the Tuffboom Boat barrier buoy for San Antonio Reservoir is estimated at \$1,245,945.76. Replacement parts and maintenance for Nacimiento Reservoir are estimated at \$50,000. A contingency for streamlined design to construction continuation and contract change orders is set to 20%. The total contract amount shall not exceed \$1,615,192.51. See below for a summary of item costs discussed in this report:

Engineering anchor design:	\$ 50,048.00
Estimated materials and installation	1,245,945.76
Additional Parts (Nacimiento)	50,000.00
Subtotal	<u>1,345,993.76</u>
Contingency (20%)	269,198.75
Total contract not to exceed	<u>1,615,192.51</u>

The project will be funded by Grant Agreement No. 4600015764, SB104. The total amount needed for this agreement is included in the FY2026-2027 adopted budget.

Prepared by: Unnati Desai, Water Resources Engineer, (831) 788-3451

Approved by: Ara Azhderian, General Manager, (831) 755-8982

Attachment:

1. Worthington Inc. Estimate



# San Antonio Reservoir - TUFFBOOM barrier

## Monterey County Water Resources Agency

1441 Schilling Place  
Salinas, California (US) 93901  
United States

### Elise Harden

hardene@countyofmonterey.gov

### Unnati Desai

desaiu@countyofmonterey.gov  
+18317883451

Reference: 20260211-070915355

Quote created: February 11, 2026

Quote expires: May 28, 2026

Quote created by: Val Gardner

Business Development

vgardner@tuffboom.com

+13304527400 ext 1

### Comments from Val Gardner

This is a budgetary quote. We are happy to modify or update the quote as needed.

## Products & Services

Item & Description	Quantity	Unit Price	Total
TUFFBOOM Waterway Barrier - Yellow TUFFBOOM, Waterway Barrier, Standard, Self-Rescue Handholds, Graphics: "DAM AHEAD KEEP OUT". Supplied complete with bottom connection plates and interboom connection chain. Color: YELLOW	158	\$1,065.00	\$168,270.00
MIG Graphics - DAM AHEAD KEEP OUT Standard Stock MIG Graphics	174	\$49.28	\$8,574.72
Mooring Buoy - BoatBuster Inline Mooring Buoy - Yellow Inline Mooring Buoy, Yellow, Graphics "DAM AHEAD KEEP OUT", in- cludes lug plates. Supplied fully assembled.	16	\$3,619.00	\$57,904.00

Item & Description	Quantity	Unit Price	Total
Mooring Buoy - BoatBuster Multiline Mooring Buoy - Yellow Multiline Mooring Buoy, Yellow, Graphics "DAM AHEAD KEEP OUT", includes lug plates. Supplied fully assembled.	1	\$3,703.00	\$3,703.00
Anchor Buoy - BoatBuster 36x48: to carry the weight of the anchor line for the one mid-span anchor line. BoatBuster Waterway Barrier, Yellow, No Graphics, Internal Axle to fit 1" connection chain	1	\$2,338.60	\$2,338.60
Solar Lights - 1 nautical mile, to be placed on top of BoatBuster Mooring Buoys. Includes mounting hardware.	16	\$432.00	\$6,912.00
Connection for mid-span anchor: wire rope, chain, shackles. Single line wire rope branching out to 4 concrete in-water anchor blocks like designed for Lake Nacimiento.	1	\$14,624.00	\$14,624.00
Chain - 1" GR80 Galv. 1" diameter, Grade 80, galvanized dock fender chain. Unit of measure: per foot.	120	\$35.00	\$4,200.00
Anchor Shackle - 1-1/4" 1-1/4" Anchor Shackle, Bolt Type, HDG, WLL 12t	12	\$65.60	\$787.20
Span cable to run below TUFFBOOM and offer redundancy and additional strength. 475 foot long span. Includes 1" diameter wire rope, 3-links of chain, wire rope clips and shackles.	2	\$7,872.00	\$15,744.00
Span cable to run below TUFFBOOM and offer redundancy and additional strength. 425 foot long span. Includes 1" diameter wire rope, 3-links of chain, wire rope clips and shackles.	2	\$7,360.00	\$14,720.00
Boat Gate with 60-foot wide gate opening (like the gate at Lake Nacimiento). Include Graphics - DAM AHEAD KEEP OUT on reservoir side floats and on the gate opening floats	1	\$29,634.24	\$29,634.24
Engineering/Design Tier 3 Engineering with anchor design and load calculations. Engineering/Design Services including 60%, 90% and IFC drawings stamped by a California P.Eng.	1	\$50,048.00	\$50,048.00

Item & Description	Quantity	Unit Price	Total
<p>Installation of TUFFBOOM floating barrier with boat gate. Includes the concrete shoreline anchors and in-water anchors.</p> <p>proposal assumes the following scopes of work:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Generation and submission of all diving and safety submittals related to our scope of work</li> <li><input type="checkbox"/> Lump sum of a single mobilization/demobilization of: <ul style="list-style-type: none"> <li>o 6-person topside/ADCI certified dive team</li> <li>o Work vessels w/ GPS</li> <li>o Telehandler</li> <li>o Crane for mobilization/demobilization</li> <li>o Anchor handling winches etc.</li> <li>o Barge sections</li> <li>o Helical anchors (for land side anchors)</li> <li>o K-Rail (for in-water anchors)</li> </ul> </li> <li><input type="checkbox"/> Crew to install: <ul style="list-style-type: none"> <li>o 2 ea. (north and south shore) land side anchor clusters comprising of <ul style="list-style-type: none"> <li><input type="checkbox"/> (5) 8-inch helical anchors with 25-foot embedment</li> </ul> </li> <li>o 2 ea. in-water anchor clusters comprising of: <ul style="list-style-type: none"> <li><input type="checkbox"/> (5) used precast K-Rail barriers per cluster (10 total bridled together on bottom)</li> </ul> </li> </ul> </li> <li><input type="checkbox"/> Mooring chain and wire</li> <li><input type="checkbox"/> Center mooring buoy <ul style="list-style-type: none"> <li>o 1770 linear feet of TuffBoom</li> <li>o 15 ea. Boat Buster Mooring Buoys</li> <li>o (1) 60-foot wide flexible boat gate</li> <li>o 16 ea. solar lights mounted on mooring buoys</li> <li>o 1170 linear feet of 1-inch diameter span cable</li> </ul> </li> <li><input type="checkbox"/> Demobilization and site cleanup</li> </ul>	1	\$899,334.00	\$899,334.00
<p>Shipping to San Antonio Dam (Bradley CA)</p> <p>Shipping &amp; Handling Charges (Estimated Freight Only. Subject to rates in effect at time of shipment) Includes 1 full flatbed, 1 full van truck and ½ flatbed.</p>	1	\$19,200.00	\$19,200.00
One-time subtotal			\$1,295,993.76
<b>Total</b>			<b>\$1,295,993.76</b>

## **Purchase terms**

Payment Terms: Net 30 Days

Price Volatility: Global uncertainties are affecting our material costs and shipping costs. Before placing any order, please verify current prices. We are happy to provide updated quotes.

Shipping & Handling Charges: Freight charges are estimated based on rates and fuel surcharges in effect at the time of quotation and are valid for 20 days. Actual freight charges will be based on rates in effect at the time of shipment. Worthington will prepay and invoice freight at cost, and acceptance of this quotation constitutes acceptance of these terms.

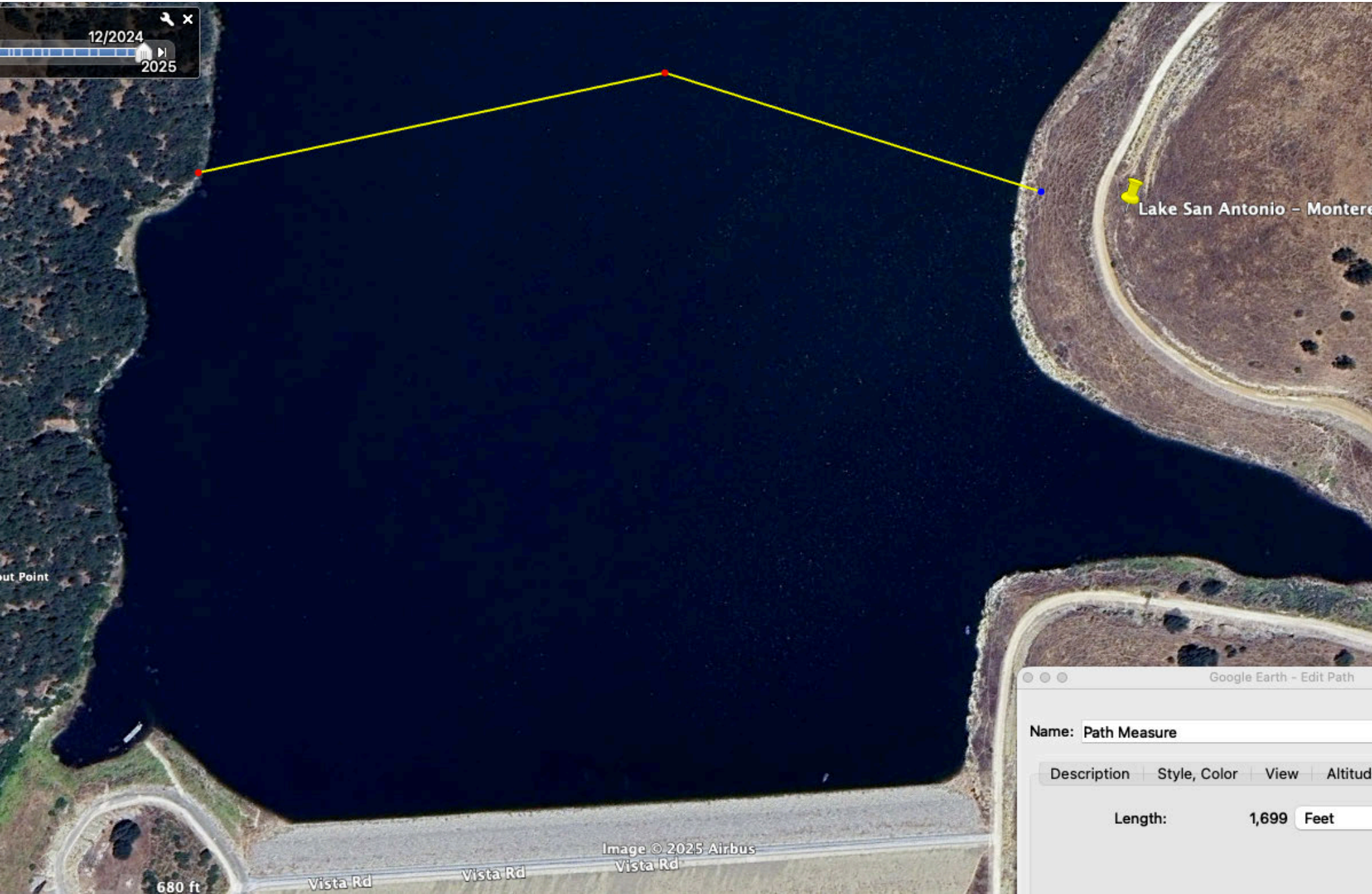
## **Questions? Contact me**



Val Gardner  
Business Development  
vgardner@tuffboom.com  
+13304527400 ext 1

Worthington Products, Inc.  
1520 Wood Ave. SE  
East Canton, OH 44730  
United States

12/2024  
2025



Lake San Antonio - Monterey

Google Earth - Edit Path

Name: Path Measure

Description	Style, Color	View	Altitude
Length:	1,699	Feet	

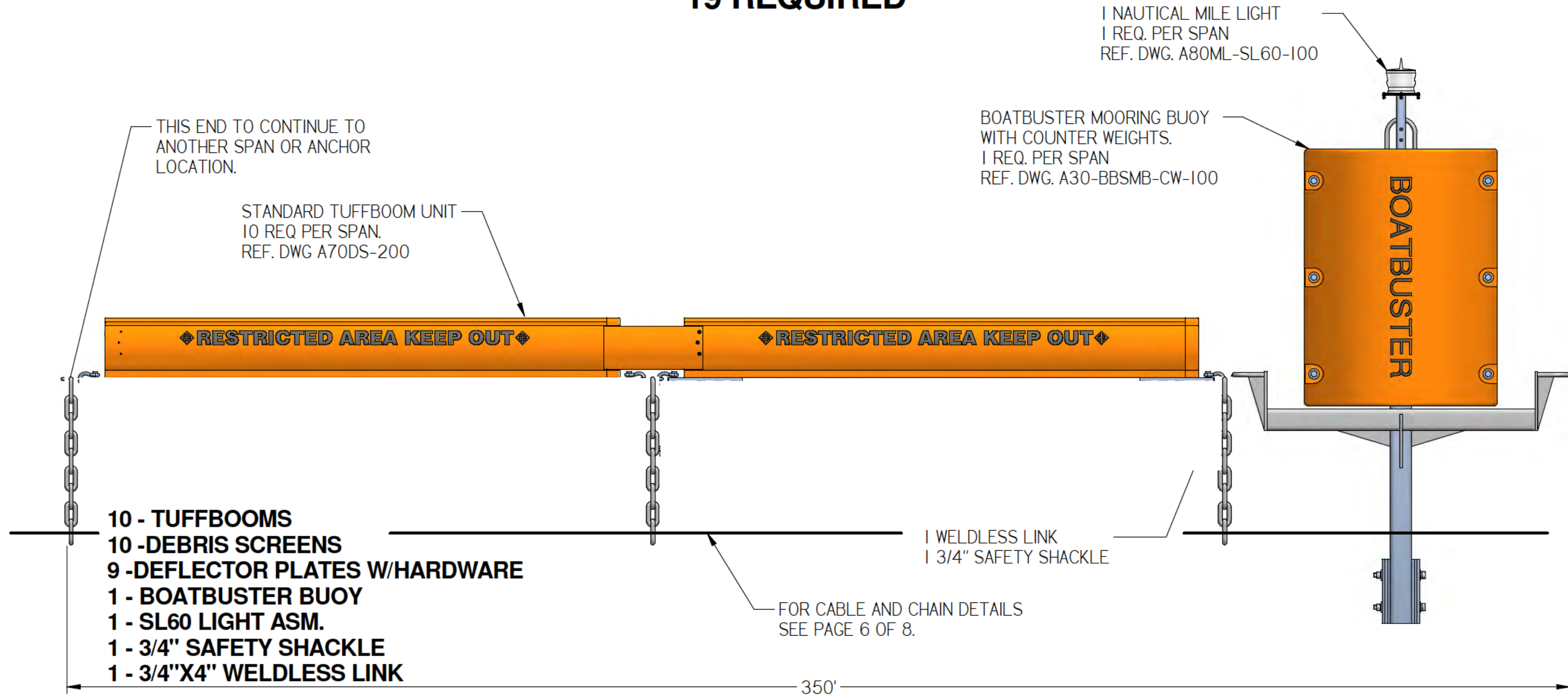
## Terms and Conditions of Sale (Rev 202404)

1. ACCEPTANCE/GOVERNING TERMS: Unless otherwise specifically agreed in writing, the following terms and conditions of sale ("Terms") shall apply to any sale of products and/or services (as defined below) (collectively, "Deliverables") by Worthington Products, Inc. ("WPI") specified either on Quotation from WPI to Purchase (a "Quotation") or an order (whether written or oral) by Purchaser to WPI (an "Order") that was based on a Quotation and that has been accepted by WPI. An Order may be accepted by WPI only by a written sales memorandum, invoice or other written confirmation from WPI promising to provide Purchaser Deliverables as ordered and such acceptance may be subject to the approval by WPI of the creditworthiness Purchaser. Unless otherwise stated, Quotations shall be null and void unless accepted by Purchase within 30 days from the date of the Quotation. Purchaser shall be deemed to have full knowledge of the terms and such Terms shall be binding if either the Purchaser provides written acceptance to WPI or Deliverables referred to herein as delivered to and accepted by the Purchaser. A Quotation accepted by the Purchaser or an Order accepted by WPI, together with these Terms and all Specifications (as defined below) shall constitute the Agreement between WPI and the Purchaser (the "Agreement"). Any additional or different terms and conditions prepared by Purchaser are deemed to be unacceptable to WPI (are expressly objected to and rejected by WPI and shall not become a part to this Agreement. In the event of a conflict or inconsistency between the Terms herein and the terms and conditions contained in any acknowledgement or in any other form issued by Purchaser whether or not any such form has been acknowledged or accepted by WPI the Terms herein shall prevail unless specifically indicated in writing.
2. INTERPRETATION: In this Agreement: "Products" means all products, goods, supplies, components, material, articles, systems, processes, and/or equipment to be provided by WPI to Purchaser pursuant to this Agreement: "Services" means all services, labour, work, welding, fusion, joining and/or applications of any kind to be provided by WPI to Purchaser pursuant to this Agreement and "Specifications" means any and all specifications and instructions and plans for the products and/or services whether provided by Purchaser or WPI pursuant to this Agreement including any document providing the scope and/or design of such Products and/or Services, all functional, technical, operational, performance, quality and similar requirements, drawings, schematics, illustrations, Products and/or Service descriptions and any other data relating to the provision of Products and/or Services.
3. PAYMENTS: Payment for Deliverables provided within the United States and Canada shall be made in full by the Purchaser within thirty continuous days from the invoice date unless otherwise stated in writing on a quotation or proposal issued by WPI. Payment for Deliverables provided to all other destinations shall be made by confirmed irrevocable letter of credit. All amounts due and not paid when due bear interest until fully paid on such overdue amounts at a rate of 1.5 % per month (18% annum). All references to currency herein are to lawful money of Canada and all amounts payable are payable in Canadian dollars for Canadian customer quotations and to lawful money of the United States of America and all amounts are payable in United States dollars for all other customers. If Purchaser fails to make payments in accordance to this Agreement or Purchaser's financial situation becomes unsatisfactory at the sole discretion of WPI, WPI may in its sole discretion either suspend the provision of Deliverables until such payments are made, terminate this Agreement or if applicable require payment in advance for any Deliverables to be provided hereunder.
4. SHIPPING/PRICES: Unless otherwise stated in the Quotation, quoted prices are subject to change by WPI with or without notice until Purchaser's acceptance unless otherwise specified prices stated or quoted to the Purchaser are Ex Works (Incoterms 2010) - WPI's production plant. All costs of shipment and insurance shall, unless agreed otherwise in writing, be for the account of the Purchaser. Unless otherwise agreed, Purchaser shall contract for carriage on usual terms or shall provide shipping instruction to WPI for WPI to arrange for such carriage at Purchaser's risk and expense. Purchaser must obtain at its own risk and expense any export license or other official authorization and carry out, where applicable, all customs formalities necessary for the export of the Deliverables. WPI shall provide the Purchaser, at the Purchaser's request, risk and expense assistance in doing so. WPI responsibility for Deliverables ceases upon delivery to the Purchaser at the production plant. In the event of loss or damage during shipment, Purchaser's claim shall be against the carrier only. WPI shall, however, give the Purchaser any reasonable assistance to secure adjustment to the Purchaser's claim against the carrier provided immediate notice of such claim is given Purchaser to WPI.
5. SALES TAX AND LOCAL IMPORT DUTIES: Prices stated or quoted do not include Federal, provincial, state or municipal sales taxes, value-added taxes or other taxes or duties. Where appropriate, WPI's invoices shall include taxes to be collected by WPI, including goods and services tax. Any changes in such taxes between the date of this Agreement and the provision of the relevant Deliverables shall be for Purchaser's account.
6. DELIVERY: Delivery schedules are approximate and are based on the prevailing market conditions applicable respectively at the time of the Quotation and WPI's acceptance of an Order. WPI may extend delivery schedules or may, at its option, cancel Purchaser's order in full or in part without liability other than to return any deposit or prepayment which is unearned by reason of the cancellation. If the parties, instead of specifying a date for delivery of the Deliverables have specified a period of time on the expiry of which such delivery shall take place, such period shall begin upon the later of (i) the acceptance of the relevant Order by WPI or (ii) the receipt by WPI in satisfactory form of all advanced payments as may be required, an agreed securities, all permits and approvals and upon the completion of all other formalities and the fulfillment of any other preconditions set out therein. If Purchaser fails to accept delivery of any Deliverables within 30 days as the time of agreed, Purchaser shall still pay the purchase price as if such acceptance had taken place unless the parties agree upon a new delivery date. WPI will store and insure any such Deliverables at Purchaser's expense and risk. Unless the Purchaser accepts the Deliverables within a final reasonable period determined by WPI, WPI may terminate this Agreement in whole or in part or sell the Deliverables in the reasonable interest of the Purchaser. After thirty (30) days, a storage charge of fifty dollars (\$50) or two-tenths percent (0.2%) of the invoice amount, whichever is greater, may be imposed for each day of a Buyer imposed shipment delay. Buyer imposed shipment delays due to inclement weather or poor jobsite conditions will not be accepted. Further WPI shall be entitled to compensation for any additional costs for losses suffered by WPI due to such Purchaser's failure.
7. DELAY IN DELIVERY: WPI shall forthwith advise Purchaser of any anticipated delays in the provision of the Deliverables. WPI shall not be liable or responsible for any damages, costs, back charges or other expenses incurred by Purchaser due to delay in the provision of Deliverables regardless of the cause of such delay (including equipment failure or malfunction or other commercial delays), whether or not such delay can be attributed to WPI.
8. PERMITS: Purchaser undertakes to obtain, all its own expense, all permits, approvals, consents, waivers, licenses, certificates, and authorizations, or any item of similar effect, as may be necessary or required for the full performance of this Agreement.
9. SECURITY AND RETENTION OF TITLE: If the parties have agreed that security shall be provided by Purchaser under this Agreement, this Agreement shall not become effective and WPI shall not commence any work, production or delivery until such security is provided to the reasonable satisfaction of WPI. WPI and its sole discretion may require Purchaser to place security for the payment of the purchase price if WPI has reason to believe that Purchaser may not be able to pay the purchase price in full when due. WPI has the right to suspend the performance of its obligations under this Agreement if the payment owing by the Purchaser to WPI is overdue (whether pursuant to this Agreement or otherwise) or if Purchaser does not provide security acceptable to WPI when required. Title of the Deliverables shall remain with WPI until paid for in full by Purchaser to the extent that such retention of title is valid under applicable law. Risk of loss and/or damage to Deliverables shall pass from WPI to Purchaser upon transfer and receipt (whether to accepted or not) of Deliverables as provided herein.
10. CANCELLATION: This Agreement is not subject to changes for cancellation by Purchaser, in whole or in part, without prior written consent of WPI. If WPI consents in writing to any changes or cancellation, or if this Agreement is terminated by WPI as a result of the repudiation or breach of any of the terms of this Agreement by Purchaser, WPI reserves the right to charge Purchaser with reasonable costs based upon expenses already incurred and commitments by WPI.
11. SHIPPING ERRORS: Any error in weight, number or other specifications must be noted on the bill of lading and Purchaser shall notify WPI of any claims arising there from in writing within 10 days after receipt by Purchaser of Deliverables. Unless so notified, WPI shall have no liability in respect to any of such error.
12. RETURNED PRODUCTS: No products may be returned to WPI without WPI's prior written consent. WPI reserves the right to decline or accept all returns subject to a handling/restocking charge. The amount of credit, if any, provided by WPI to Purchaser for returned products, shall be at the sole discretion of WPI. Credit for return Products shall be issued to Purchaser only where such Products are returned by Purchaser and not by any subsequent owner.
13. ACCEPTANCE TESTS: Acceptance tests may be carried out only if agreed to in writing by the parties and WPI reserves the right to appoint an independent testing authority if such tests are conducted. If for some reasons beyond WPI's control, the acceptance tests cannot be carried out within the specified time by the parties, the qualities to be determined in the test shall be deemed approved and the Deliverables accepted.
14. JOBSITE AND ACCESS: Purchaser grants to WPI and to such persons or entities as WPI may reasonably designate in connection with the provisions of the deliverables hereunder, full right of access to the job site of the Purchaser as may be necessary for the provision of the Deliverables hereunder subject only to reasonable security restrictions as Purchaser may require and that should be notified in advance to WPI.
15. VEHICLE ACCESS: Where delivery to the job site is included in the price payable by the Purchaser under this Agreement, such delivery should be construed to mean motor truck delivery as close to job site, designated storage area as is practical for loaded standard highway motor trucks and trailers operating under their own power. The Purchaser shall provide and maintain a suitable access, including access roads to the job site, for safe and efficient provisions of the Deliverables.
16. CONFIDENTIALITY: All specifications and other documents and information provided to the Purchaser by WPI shall be treated in confidence by Purchaser. Such items shall remain the exclusive property of WPI and may not, without the prior written consent of WPI, be copied, reproduced or communicated to any third party. All such documents and information shall be returned to WPI upon request.
17. FORCE MAJEURE: WPI shall not be responsible for any direct or indirect damages whatsoever caused by delays beyond the control of WPI, and without limiting the generality of the foregoing, WPI shall not be responsible for any damages due to delays caused by storms, fires, floods, acts of God, labour difficulties, (including lockouts, strikes and slowdowns) material procurement delays (including inability to obtain power, materials, labour, equipment or transportation) acts of war or terrorism, quarantine restrictions, commercial impossibility, court injunctions or order, or any cause beyond its control.
18. WARRANTY: WPI warrants only that the product shall be free from latent defects and shall be made in a workmanlike manner and in conformity with the specifications related thereto. To the extent Services are to be provided hereunder, WPI warrants only that all work rendered shall be provided in a workmanlike manner and in conformity with the Specifications related thereto. For a period of 24 months following the shipping date of any products or the provision of any Service, as applicable, but not thereafter, upon demonstration that any such Products and/or Services include latent defects or do not materially conform to the specifications as applicable, attributable to WPI as manufacturer or Service provider. WPI shall at its sole option, repair or replace such defective Product or re-perform the Service free of charge per Ex Works (Incoterms 2010) or equivalent, or allow credit to the Purchaser in equal amount, provided that the Purchaser gives written notice to WPI of the alleged defect or material nonconformity within 7 days of its discovery and submits to WPI on demand, for examination and testing, all such Products allegedly defective or which allegedly do not materially conform to the Specifications or provides to WPI on demand, access to the Purchaser's premises or job site, as applicable, for examination and testing of all services which allegedly do not materially conform with the Specifications. In default of such notice and submission, all responsibility on the part of WPI to repair, replace, correct, re-perform or allow credit shall cease. Any products (or parts thereof) returned to WPI pursuant to this provision shall become the property of WPI. Any products not manufactured by WPI or Services not provided by WPI are not warranted, except in so far as the same are warranted to WPI by the manufacturer of such Products or the provider of the Services, but in no event does WPI bind itself to any greater warranty than the ones provided for herein at WPI's sole option. When Products and/or Services are provided in accordance with Purchaser's Specifications, WPI assumes no liability for loss or damage arising from improper or inadequate design or instructions and when provided based on or using materials provided by Purchaser, WPI assumes no liability for loss or damage arising from defects in or inadequacy of such materials. To the extent that any Deliverable is to be repaired, replaced, corrected or performed as provided for herein, WPI shall not be liable for any damage caused by its course of removing, lifting up, dismantling, transportation, mounting or establishment in connection with such Deliverables.
19. LIMITED WARRANTIES: It is understood and Purchaser agrees that the warranties provided in above 18 constitute WPI's sole warranties with respect to the Deliverables and that all other warranties, express or implied, legal or contractual, on the part of WPI with respect to the Deliverables and that all other warranties, are hereby excluded, and in particular, but without limiting the generality of foregoing, no liability is assumed nor is WPI responsible for damages or delays caused by defective materials or workmanship or negligence of WPI, nor shall any allowances for repairs, alterations or re-performance be made unless effected with the prior written consent of WPI. Further, WPI shall not be responsible for any damage or delays caused by defects arising out of faulty maintenance, incorrect installation, incorrect operation, excess of loading from erosion, cavitation, abnormal soil conditions, unsatisfactory foundation, excessive stress during sinking, building or installation work not undertaken by WPI and another reason beyond WPI's control.
20. LIMITED LIABILITY: Notwithstanding any other provision of this Agreement, to the maximum extent permitted under applicable law, in no event, and under no circumstances shall the aggregate liability of WPI (including remedies for defective goods, rectification work and damages) exceed the aggregate purchase price Ex Works (Incoterms 2010) for the applicable Products and/or service provided pursuant to this Agreement. WPI shall not be liable under any circumstances for any incidental, consequential, indirect, special or punitive damages arising out of or related to the Performance of this Agreement or the provision of or failure to provide the Deliverables, including without limitation, damages or injuries to any person (including death), loss of profits, loss of business revenue, loss of production, loss of use, loss of contracts, interruption of operation, failure to realize expected savings or other commercial or economic losses of any kind, whether or not foreseeable, whether such liability is based in contract or tort, negligence, strict liability or otherwise, or whether or not WPI has been the advised of the possibility of any such liability.
21. INDEPENDENT CONTRACTOR: WPI is an independent contractor of Purchaser and nothing in this Agreement can be read to imply or construe WPI as a partner, agent or employee of Purchaser. Neither party shall have authority to commit or create any liability on the part of the other or to bind the other party in any way.
22. DISPUTES: Unless otherwise agreed in writing, any controversy, claim, or dispute arising out of or relating to this Agreement shall be conclusively resolved by binding arbitration administered in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA). The place of arbitration shall be Cleveland, Ohio, and the proceedings shall be conducted in English. The arbitration shall be conducted before a single arbitrator mutually agreed upon by the parties, or, if the parties cannot agree, appointed in accordance with the AAA Rules. Notwithstanding the foregoing, WPI reserves the right to initiate legal proceedings in any court of competent jurisdiction for the purpose of collecting any unpaid invoices.
23. WAIVER'S: No failure or delay by WPI in enforcing any of the terms and conditions of this Agreement shall prejudice, or restrict its rights and powers under this Agreement nor shall any waiver of any breach operate as a waiver of any subsequent breach.
24. GENERAL: This Agreement: (a) shall be governed by and enforced in accordance with the laws of the State of Ohio and the federal laws of the United States of America applicable therein and the parties consent to venue in Ohio and the parties agree that the United Nations Convention on Contracts for the International Sale of Goods (CISG) and any state or federal law enacting the CISG, including but not limited to any version of the International Sale of Goods Act, shall not apply to this Agreement. (b) This Agreement may not be assigned or transferred by Purchaser, in whole or in part, without the prior written consent of WPI. Any attempted assignment without such consent shall be null and void. (c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns, and legal representatives. (d) This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior or contemporaneous agreements, negotiations, representations, and warranties, whether written or oral. No amendment or modification shall be binding unless in writing and signed by both parties. Any provision of this Agreement that contemplates performance or observance subsequent to any termination or expiration of this Agreement (in whole or in part) shall survive any such termination or expiration and continue in full force and effect. No modifications

# LAKE NACIMIENTO STANDARD SPAN CONFIGURATION

## SPAN CONFIGURATION A

### 19 REQUIRED



**NOTE:**  
DRAWINGS ARE SUBJECT TO CHANGE  
WITHOUT NOTICE. CONTACT WORTHINGTON  
PRODUCTS INC FOR UPDATES OF DRAWING.

## CUSTOMER PRINT

				<b>Worthington Products Inc.</b> 3405 Kuemerle Ave NE Canton, Ohio 44705 Phone: (330) 452-7400 Fax (330) 452-7495 Email: support@tuffboom.com Website: www.tuffboom.com	 ALL UNITS ARE IMPERIAL UNLESS NOTED OTHERWISE	DRAWING DESCRIPTION: <h3 style="text-align: center;">SPAN CONFIGURATION A</h3> CUSTOMER / PROJECT: <h2 style="text-align: center;">LAKE NACIMIENTO</h2> GENERAL TOLERANCE NOTES: .XXX +/- .0625 .XX +/- .125	SCALE: <h1 style="text-align: center;">NTS</h1> WEIGHT: DATE: 24JA08	APPROVED BY:  DRAWN BY: SDO SHEET 1 OF 8	SIZE <h1 style="font-size: 2em;">B</h1>
B	ADDED CABLE CONN.	14AP08							
A	INITIAL RELEASE	24JA08							
REV	DESCRIPTION	DATE	REV BY						
	REVISION HISTORY								

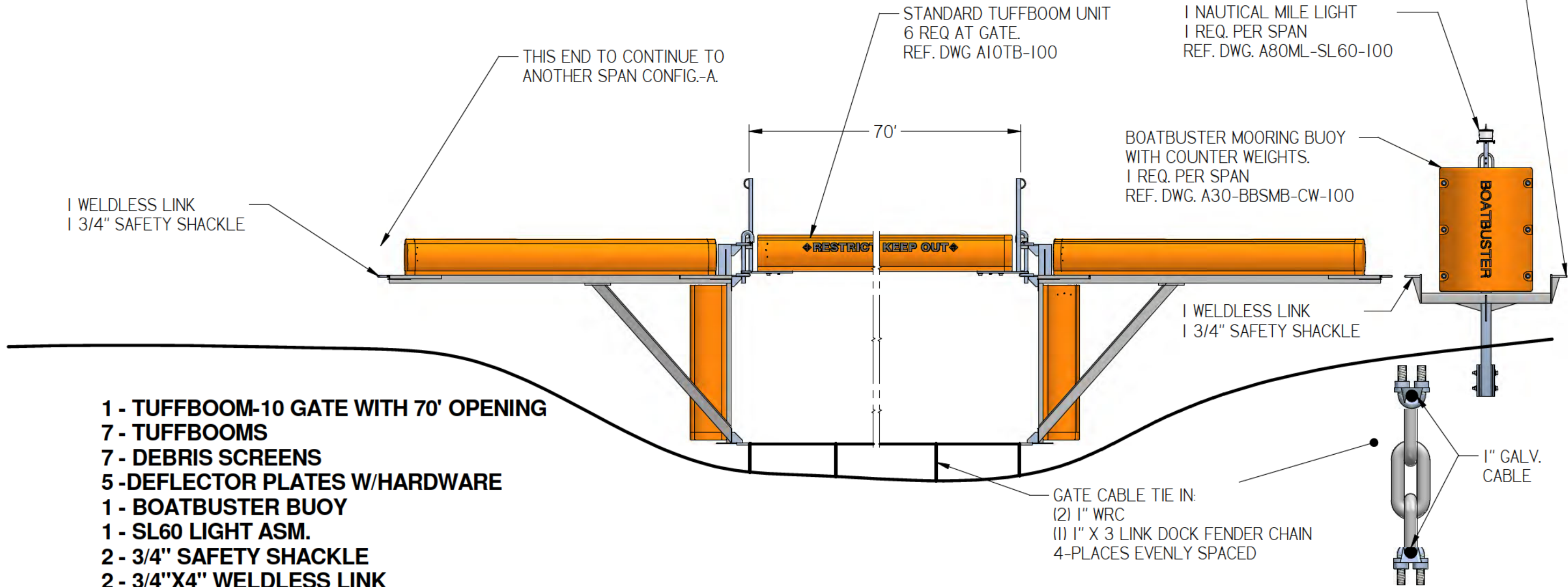
# LAKE NACIMIENTO BOAT GATE SPAN CONFIGURATION

## SPAN CONFIGURATION B

### 1 REQUIRED

**NOTE:**  
DRAWINGS ARE SUBJECT TO CHANGE  
WITHOUT NOTICE. CONTACT WORTHINGTON  
PRODUCTS INC FOR UPDATES OF DRAWING.

THIS END TO CONTINUE TO  
ANOTHER SPAN CONFIG.-A.

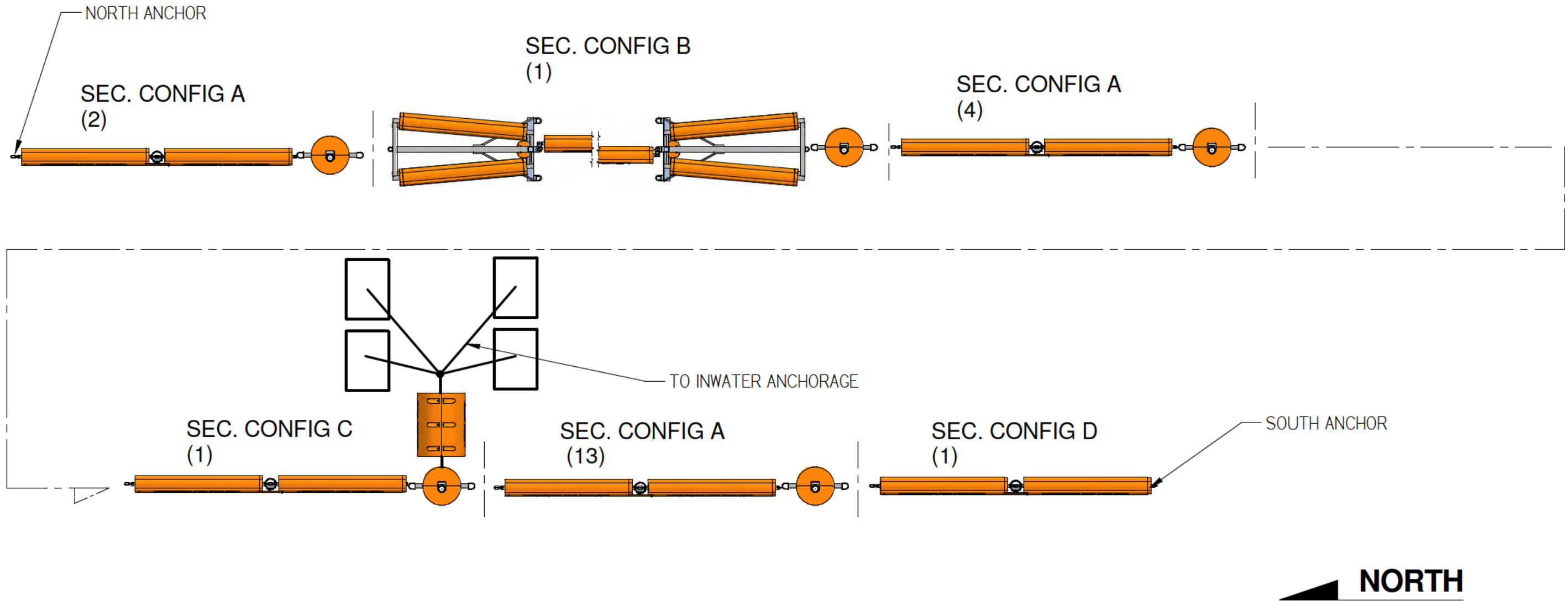


- 1 - TUFFBOOM-10 GATE WITH 70' OPENING
- 7 - TUFFBOOMS
- 7 - DEBRIS SCREENS
- 5 - DEFLECTOR PLATES W/HARDWARE
- 1 - BOATBUSTER BUOY
- 1 - SL60 LIGHT ASM.
- 2 - 3/4" SAFETY SHACKLE
- 2 - 3/4"X4" WELDLESS LINK

## CUSTOMER PRINT

				<b>Worthington Products Inc.</b> 3405 Kuemerle Ave NE Canton, Ohio 44705 Phone: (330) 452-7400 Fax (330) 452-7495 Email: support@tuffboom.com Website: www.tuffboom.com		DRAWING DESCRIPTION: <b>SPAN CONFIGURATION B</b>  CUSTOMER / PROJECT: <b>LAKE NACIMIENTO</b>	SCALE: <b>NTS</b>	APPROVED BY:	
B	ADDED CABLE CONN.	14AP08					WEIGHT:	DRAWN BY: <b>SDO</b>	SIZE <b>B</b>
A	INITIAL RELEASE	24JA08					DATE: <b>24JA08</b>	SHEET 2 OF 8	
REV	DESCRIPTION	DATE	REV BY				DWG NO <b>A90TB10-LN-PLAN-100</b>		
	REVISION HISTORY					ALL UNITS ARE IMPERIAL UNLESS NOTED OTHERWISE  GENERAL TOLERANCE NOTES: .XXX +/- .0625 .XX +/- .125			

# LAKE NACIMIENTO PLAN LAYOUT

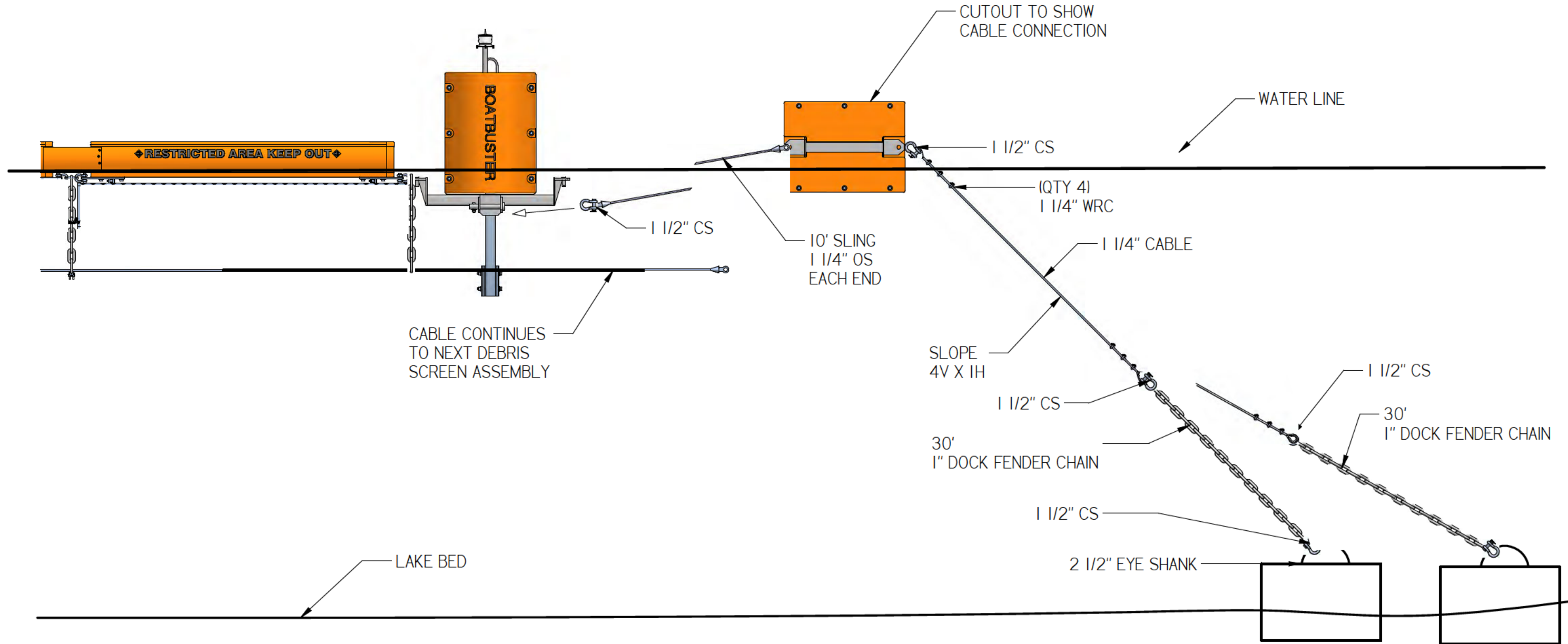


## CUSTOMER PRINT

**NOTE:**  
DRAWINGS ARE SUBJECT TO CHANGE  
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PRODUCTS INC FOR UPDATES OF DRAWING.

				<b>Worthington Products Inc.</b> 3405 Kuemerle Ave NE Canton, Ohio 44705 Phone: (330) 452-7400 Fax (330) 452-7495 Email: support@tuffboom.com Website: www.tuffboom.com		DRAWING DESCRIPTION: <h3 style="text-align: center;">PLAN LAYOUT</h3>	SCALE: <h2 style="text-align: center;">NTS</h2>	APPROVED BY:	
B	ADDED CABLE CONN.	14AP08				CUSTOMER / PROJECT:	WEIGHT:	DRAWN BY: <b>SDO</b>	SIZE
A	INITIAL RELEASE	24JA08				<b>LAKE NACIMIENTO</b>	DATE: <b>24JA08</b>	SHEET 5 OF 8	<b>B</b>
REV	DESCRIPTION	DATE	REV BY			ALL UNITS ARE IMPERIAL UNLESS NOTED OTHERWISE	GENERAL TOLERANCE NOTES: .XXX +/- .0625 .XX +/- .125		DWG NO
	REVISION HISTORY								<b>A90TB10-LN-PLAN-100</b>

# LAKE NACIMIENTO CABLE CONNECTION CENTER MOORING CONNECTION



## CUSTOMER PRINT

				<b>Worthington Products Inc.</b> 3405 Kuemerle Ave NE Canton, Ohio 44705 Phone: (330) 452-7400 Fax (330) 452-7495 Email: support@tuffboom.com Website: www.tuffboom.com		DRAWING DESCRIPTION: <h3 style="text-align: center;">PLAN LAYOUT</h3> CUSTOMER / PROJECT: <h3 style="text-align: center;">LAKE NACIMIENTO</h3>	SCALE: <h2 style="text-align: center;">NTS</h2>	APPROVED BY:  DRAWN BY: <b>SDO</b>	SIZE <h2 style="font-size: 2em;">B</h2>
B	ADDED CABLE CONN.	14AP08					WEIGHT:	DRAWN BY: <b>SDO</b>	
A	INITIAL RELEASE	24JA08					DATE: <b>24JA08</b>	SHEET 8 OF 8	
REV	DESCRIPTION	DATE	REV BY				DWG NO	A90TB10-LN-PLAN-100	
	REVISION HISTORY								



# County of Monterey

## Item No.3

### Board Report

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

**Legistar File Number: WRAG 26-184**

**June 05, 2026**

**Introduced:** 5/27/2026

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Consider recommending that the Monterey County Water Resources Agency Board of Directors approve Amendment No. 1 to the Agreement for Services with Phenix Environmental Planning., for environmental support services for the Nacimiento Plunge Pool Project, to add a dollar increase of \$75,000 for a total contract amount not to exceed \$150,000; and authorize the General Manager to execute Amendment No. 1. (Staff: Elise Harden)



# County of Monterey

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#### RECOMMENDATION:

It is recommended that the Monterey County Water Resources Agency Finance Committee:

Consider recommending that the Monterey County Water Resources Agency Board of Directors approve Amendment No. 1 to the Agreement for Services with Phenix Environmental Planning for environmental support services for the Nacimiento Plunge Pool Project, to add a dollar increase of \$75,000 for a total contract amount not to exceed \$150,000; and authorize the General Manager to execute Amendment No. 1.

#### SUMMARY/DISCUSSION:

On July 14, 2025, the Agency entered into an Agreement for Services for environmental support services for the San Antonio Spillway Replacement Project. The San Antonio Spillway Replacement Project's environmental component is underway with an existing Request for Qualifications for an Environmental Consultant being advertised. Phenix Environmental Planning will be working in a similar capacity for the Nacimiento Plunge Pool Project by providing environmental support services to Agency staff. Given the San Antonio Spillway Project and Nacimiento Plunge Pool Project are running separate, but similar environmental project paths, the Agency would like to continue to utilize Phenix Environmental for the Nacimiento Plunge Pool Project's environmental support services.

Amendment No.1 will add additional funding of \$75,000 to allow Phenix Environmental Planning to expand its scope by providing Agency staff with environmental support services for the Nacimiento Plunge Pool Project.

#### OTHER AGENCY INVOLVEMENT:

None

#### FINANCING:

This contract is funded by Grant Agreement No. 4600015764, SB104. The contract was budgeted for FY 25-26 for the San Antonio Spillway Project which will continue into FY 26-27. Amendment No.1 is budgeted for FY 2026-2027.

Prepared by: Elise Harden, Senior Water Resources Engineer (831) 755-3216

Approved by: Ara Azhderian, General Manager (831) 755-4860

Attachments:

1. Original Agreement
2. Amendment No. 1
3. Exhibit A - Nacimiento Plunge Pool Project

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

This is an agreement (“Agreement”) between the Monterey County Water Resources Agency, hereinafter called "Agency," and Phenix Environmental Planning, a sole proprietorship hereinafter called "CONTRACTOR".

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

1. **Scope of Work.** Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the **Scope of Work/Work Schedule set forth in Exhibit A:**
  - a) The scope of work is briefly described and outlined as follows:  
Environmental support services for the San Antonio Spillway Replacement Project.
  - b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
  - c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
  - d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.
2. **Term of Agreement.** The term of this Agreement shall begin on July 1, 2025 by CONTRACTOR and Agency, and will terminate on June 30, 2027, unless earlier terminated as provided herein.

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

Seventy Five Thousand Dollars

(\$ 75,000).

4. Monthly Invoices by CONTRACTOR; Payment.

- a) CONTRACTOR shall submit to Agency an invoice, in a format approved by Agency, setting forth the amounts claimed by CONTRACTOR, together with an itemized basis for such amounts, and setting forth such other pertinent information Agency may require. CONTRACTOR shall submit such invoice monthly or as agreed by Agency, but in no event shall such invoice be submitted later than 30 days after completion of CONTRACTOR's work hereunder. Agency shall certify the claim if it complies with this contract and shall promptly submit such claim to the Monterey County Auditor-Controller, who shall pay the certified amount within 30 days after receiving the invoice certified by Agency. It is understood and agreed that CONTRACTOR shall complete all work described in Exhibit A for an amount not exceeding that set forth above, notwithstanding CONTRACTOR's submission of periodic invoices.
- b) CONTRACTOR shall submit to Agency an invoice via email to [WRAAccountsPayable@countyofmonterey.gov](mailto:WRAAccountsPayable@countyofmonterey.gov) and to the Contract Administrator listed in Section 27.
- c) CONTRACTOR agrees that Agency may withhold five percent (5%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to Agency.
- d) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.
- e) CONTRACTOR shall not be reimbursed for travel expenses unless expressly approved in writing in accordance with this Agreement.

5. Indemnification.

- 5.1 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any

extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code sections 2782 or 2782.8, the broadest indemnity protection for the AGENCY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

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

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

6. Insurance.

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

This verification of coverage shall be sent to the Agency’s Contact, unless otherwise directed. The CONTRACTOR shall not receive a “Notice to Proceed” with the

work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the Agency. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

6.2 Qualifying Insurers:

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

6.3 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

of this Agreement.

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

6.4 Other Insurance Requirements.

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

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

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

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

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Agency, annual certificates to Agency’s Contract Administrator. If

the certificate is not received by the expiration date, Agency shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles Agency, at its sole discretion, to terminate this Agreement immediately.

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

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

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

the payment of any consideration to CONTRACTOR, and Agency may proceed with the work in any manner, which it deems proper. Costs incurred by Agency thereby shall be deducted from any sum due CONTRACTOR.

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

negatives -- shall be the property of Agency and shall be delivered to Agency prior to final payment. CONTRACTOR may utilize any existing materials developed by CONTRACTOR prior to commencement of work under this Agreement, which materials shall remain the property of CONTRACTOR.

16. Independent Contractor Compliance with Government Code Section 1097.6(c). This section applies to those situations when a contractor/consultant is awarded a contract for a preliminary phase of a project, with future phases to bid separately. This section does not apply to those situations when a contract is awarded for multiple phases of a project under a single contract/proposal. When applicable, and as described below, CONTRACTOR's duties and services under this Agreement shall not include preparing or assisting the Agency with any portion of the Agency's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the Agency. The Agency shall at all times retain responsibility for public contracting, including with respect to any subsequent phase stemming from this Agreement. CONTRACTOR's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONTRACTOR shall cooperate with the Agency to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if applicable, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONTRACTOR pursuant to this Agreement.
17. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which Agency is the grantee, CONTRACTOR shall comply with all provisions of such grant applicable to CONTRACTOR's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.
18. Conflict of Interest. CONTRACTOR warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.
19. Governing Laws. This Agreement is entered into in the County of Monterey, State of California, and shall be construed and enforced in accordance with the laws of the State of California. The parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.
20. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
21. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

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

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

Laurie Warner Herson

---

Agency’s designated administrator of this Agreement shall be:

Elise Harden

---

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

**TO AGENCY**

Name: Elise Harden  
 Address:  
 1441 Schilling Pl., Salinas, CA 93901  
 Telephone: 831.755.4860  
 Fax:  
 E-Mail: HardenE@countyofmonterey.gov

**TO CONTRACTOR**

Name: Laurie Warner Herson  
 Address:  
 15 Willow Cove Ct, Sacramento CA 95831  
 Telephone: 916.201.3935  
 Fax:  
 E-Mail: laurie.warner.herson@phenixenv.com

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

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

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

**MONTEREY COUNTY WATER  
RESOURCES AGENCY:**

**CONTRACTOR:**

BY: DocuSigned by:  
*Ara Azhderian*  
1E182FEB49A2435...

BY: Signed by:  
*Laurie Warner Herson*  
61ABDCB70D3B402...

Ara Azhderian  
General Manager

Type Name: Laurie Warner Herson  
Title: Principal/owner

Date: 7/14/2025 | 9:18 AM PDT

Date: 7/10/2025 | 10:02 AM PDT

BY:

Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

( \_\_\_\_\_ )  
**Agreement/Amendment No #** ( \_\_\_\_\_ )

\*\*\*\*\*

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

Approved as to fiscal provisions:

Signed by:  
*Kelly L. Donlon*  
22D690CA05A940B  
\_\_\_\_\_  
Chief Assistant County Counsel

Signed by:  
*Trent Hill*  
30922505678A4ED  
\_\_\_\_\_  
Administrative Analyst

Dated: 7/10/2025 | 10:15 AM PDT

Dated: 7/14/2025 | 9:09 AM PDT

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

DocuSigned by:  
*Patricia Ruiz*  
E79EF64E57454F6  
\_\_\_\_\_  
Auditor-Controller <sup>2</sup>:

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

Dated: 7/10/2025 | 5:03 PM PDT

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

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

## **Exhibit A Scope of Work**

### San Antonio Spillway Project Environmental Project Management Scope of Work

Phenix Environmental Planning will serve as the Environmental Program Management consultant providing support to the Monterey County Water Resources Agency (MCWRA) for the proposed San Antonio Spillway Replacement Project (Project). Primary responsibilities include assisting MCWRA in the completion of the California Environmental Quality Act (CEQA) and other environmental compliance documentation, which may include compliance with the National Environmental Policy Act (NEPA), and the oversight of the selected environmental planning/permitting consultant.

The Environmental Program Management consultant scope of services will focus on providing support to MCWRA and other consultants (collectively referred to as the project team) in the successful implementation of the project and to provide review and quality assurance of deliverables from contractors, including the following tasks:

1. Assist MCWRA in obtaining the services of the environmental planning/permitting consultant, including the development of the bid package and review of proposals;
2. Prepare a preliminary project description for the purposes of the environmental review process;
3. Serve as an extension of staff to MCWRA, providing a liaison between staff and the environmental consultant (collectively referred to as the environmental team) as follows:
  - a. participate in project team meetings, as needed;
  - b. participate in environmental team meetings, assumed to be biweekly;
  - c. participate in public outreach meetings, as needed;
  - d. review and monitor performance of the selected environmental consultant's budget and schedule;
  - e. review the selected environmental consultant's monthly invoices and supporting back up and track % spent vs. % complete;
  - f. coordinate with MCWRA staff and the selected environmental consultant regarding the project file system;

- g. coordinate with MCWRA and the selected environmental consultant to implement the quality control plan, including defining the roles and responsibilities of the contractors and MCWRA staff and monitor implementation for the duration of the project;
  - h. assist in the development of and contribute to the CEQA administrative record for the project and periodically monitor for the duration of the project; and,
  - i. participate in project team workshops to address environmental, design and other key topics critical to the completion of CEQA/NEPA and permitting.
4. Review and provide comments to MCWRA on selected environmental consultant deliverables including:
- a. meeting agendas, notes, and other meeting materials;
  - b. project work plan/schedule;
  - c. technical memos or reports;
  - d. draft and final CEQA/NEPA documents, including:
    - 1) Draft and final CEQA Initial Study
    - 2) Draft and final CEQA and possible NEPA Environmental Assessment, if needed
    - 3) Public notices
    - 4) Draft and final Mitigation Monitoring and Reporting Program;
  - e. environmental mitigation measure cost estimates, if needed; and,
  - f. draft and final permit applications.
5. Coordinate with the project team and appropriate technical staff to provide comments on environmental deliverables in a timely manner. Develop a comment matrix to be used for each major deliverable and coordinate and/or participate in one meeting for each draft deliverable to discuss key comments with the selected environmental consultant.
6. Attend MCWRA Board of Director (BOD) and Board of Supervisors (BOS) public hearings on the project, if requested.

*Deliverables:*

- 1) Draft and revised version of the Preliminary Project Description.
- 2) Meeting materials (agenda, notes, etc.), as needed.

- 3) Compiled tracked-changes versions of the draft environmental document WORD files and a compiled master comment matrix for environmental deliverables, to be provided to MCWRA for review and to the selected environmental consultant as a complete set of comments for review and incorporation into final environmental documents.
- 4) Monthly progress report, including status of selected environmental consultant's deliverables (schedule, budget and % complete) and activities conducted by Phenix.

## Exhibit B Fee Schedule

Laurie Warner Herson, doing business as Phenix Environmental Planning (Phenix), will be providing environmental services to the Monterey County Water Resources Agency.

Phenix is a sole proprietorship, providing services that include: project and program management; California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance documentation, technical direction and compliance strategy; and, peer review of environmental documents prepared by others.

As a sole proprietorship, Phenix does not use a calculated overhead rate to help set a billing rate. Instead, the following hourly rate is a flat rate that covers labor costs as well as direct expenses (e.g., business license, office space, computer use, phone, supplies, travel, mileage, insurance, etc.) associated with the provision of services.

<b>Name</b>	<b>Classification</b>	<b>Effective Dates</b>	<b>Labor Rate</b>
Laurie Warner Herson	Principal/Owner	7/1/2025 – 6/30/2028	\$251/hour

Phenix has no other employees. At this time, it is anticipated that the above rate will continue for the life of the project.

**AMENDMENT NO. 1 TO  
AGREEMENT FOR SERVICES  
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND  
PHENIX ENVIRONMENTAL PLANNING.**

**THIS AMENDMENT NO. 1** to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, “Agency”) and Phenix Environmental Planning (hereinafter, “CONTRACTOR”) is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and CONTRACTOR are referred to as the “Parties”).

**WHEREAS**, CONTRACTOR entered into an Agreement for Services with the Agency on July 14, 2025 (hereinafter, “Agreement”); and

**WHEREAS**, the Parties wish to amend the Agreement with a dollar increase of \$75,000.00 for a total contract amount not to exceed \$150,000.00; and

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

1. Amend Section 1, “**Scope of Work.**” to read as follows:

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

- a) The scope of work is briefly described and outlined as follows:

Environmental support services for the San Antonio Spillway Replacement Project and environmental support services for the Nacimiento Plunge Pool Rehabilitation Project.

2. Amend Section 3, “**Payments to CONTRACTOR; maximum liability**” to read as follows:

Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is **One Hundred Fifty thousand dollars no cents (\$150,000.00).**

Original	\$75,000
<u>Amendment No. 1</u>	<u>\$75,000</u>
Total	\$150,000

3. Amend Section 32, “**Exhibits**” to read as follows:

Amendment No. 1 Phenix Environmental Planning  
SB104 \$75k original agreement

Exhibits. The following Exhibits are attached hereto and incorporated by reference:  
Exhibit A - Scopes of Work/ Work Schedule (San Antonio And Nacimiento)  
Exhibit B - Fee Schedule

4. All other terms and conditions of the Agreement remain unchanged and in full force.
5. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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

**MONTEREY COUNTY WATER  
RESOURCES AGENCY**

By: \_\_\_\_\_  
Ara Azhderian  
General Manager

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

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

By: \_\_\_\_\_  
Chief Assistant County Counsel

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

**Approved as to Fiscal Provisions**

By: \_\_\_\_\_  
Auditor-Controller

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

By: \_\_\_\_\_  
Administrative Analyst

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

**CONTRACTOR: PHENIX  
ENVIRONMENTAL PLANNING**

By: \_\_\_\_\_  
\_\_\_\_\_  
Printed Name/Title

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

By: \_\_\_\_\_  
\_\_\_\_\_  
Printed Name/Title

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

Amendment No. 1 Phenix Environmental Planning  
SB104 \$75k original agreement

**Approved as to Indemnity, Insurance Provisions**

By: \_\_\_\_\_  
Risk Management

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

\*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

## Exhibit A

### Nacimiento Dam Spillway Plunge Pool Rehabilitation Project Environmental Project Management Scope of Work

Phenix Environmental Planning will serve as the Environmental Program Management consultant, providing support to the Monterey County Water Resources Agency (MCWRA) for the proposed Nacimiento Dam Plunge Pool Rehabilitation Project (Project). Primary responsibilities include assisting MCWRA in the completion of the California Environmental Quality Act (CEQA) and other environmental compliance documentation, which may include compliance with the National Environmental Policy Act (NEPA), and the oversight of the selected environmental planning/permitting consultant.

The Environmental Program Management consultant scope of services will focus on providing support to MCWRA and other project consultants (collectively referred to as the project team) in the successful implementation of the project and to provide review and quality assurance of deliverables from contractors. This includes the following tasks:

1. Assist MCWRA in obtaining the services of the environmental planning/permitting consultant, including the development of the bid package and review of proposals;
2. Prepare a preliminary project description for the purposes of the environmental review process;
3. Serve as an extension of staff to MCWRA, providing a liaison between staff and the selected environmental consultant and providing coordination with the overall project team (including design), as follows:
  - a. participate in project team meetings with staff and other consultants, as needed;
  - b. participate in environmental-specific team meetings, assumed to be biweekly;
  - c. participate in public outreach and outside agency meetings, if needed;
  - d. review and monitor performance of the selected environmental consultant's budget and schedule;
  - e. review the selected environmental consultant's monthly invoices and supporting back up and track % spent vs. % complete;
  - f. coordinate with MCWRA staff and the selected environmental consultant regarding the project file system;
  - g. coordinate with MCWRA and the selected environmental consultant to implement the quality control plan, including defining the roles and responsibilities of the contractors and MCWRA staff and monitor implementation for the duration of the project;
  - h. assist in the development of and contribute to the CEQA administrative record for the project and periodically monitor for the duration of the project; and,

## Exhibit A

- i. participate in project team workshops to address environmental, design and other key topics critical to the completion of CEQA/NEPA and permitting.
4. Review and provide comments to MCWRA on environmental consultant deliverables including:
  - a. meeting agendas, notes, and other meeting materials;
  - b. project work plan/schedule;
  - c. technical memos or reports;
  - d. draft and final CEQA/NEPA documents, including:
    - 1) all CEQA environmental documents, including administration drafts, public drafts, administration final and final versions
    - 2) all NEPA environmental documentation, if needed
    - 3) public notices
    - 4) draft and final Mitigation Monitoring and Reporting Program;
  - e. environmental mitigation measure cost estimates, if needed; and,
  - f. draft and final permit applications.
5. Coordinate with the project team and appropriate technical staff to provide comments on environmental deliverables in a timely manner. Develop a comment matrix to be used for each major deliverable and coordinate and/or participate in one meeting for each deliverable to discuss key comments with the selected environmental consultant.
6. Attend MCWRA Board of Director (BOD) and Board of Supervisors (BOS) public hearings on the project, if requested.

### *Deliverables:*

- 1) Draft and revised version of the Preliminary Project Description.
- 2) Meeting materials (agenda, notes, etc.), as needed.
- 3) Compiled tracked-changes versions of team comments on the draft environmental documents (assuming WORD format) and a comment matrix for environmental deliverables, to be provided to MCWRA and to the selected environmental consultant as a complete set of comments for review and incorporation into final environmental documents.
- 4) Monthly progress report, including status of selected environmental consultant's deliverables (schedule, budget and % complete) and activities conducted by Phenix.



# County of Monterey

## Item No.4

### Board Report

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

Legistar File Number: WRAG 26-185

June 05, 2026

**Introduced:** 5/27/2026

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Consider recommending that the Monterey County Water Resources Agency Board of Directors approve Amendment No. 3 to the Agreement for Services with ICF Jones & Stokes, Inc. to include their recent name change to ICF Environmental, extend the term of the agreement for three years to June 30, 2029; and authorize the General Manager to execute Amendment No. 3.

#### RECOMMENDATION:

It is recommended that the Monterey County Water Resources Agency Finance and Administration Committee:

Consider recommending that the Monterey County Water Resources Agency Board of Directors approve Amendment No. 3 to the Agreement for Services with ICF Jones & Stokes, Inc. to include their recent name change to ICF Environmental, extend the term of the agreement for three years to June 30, 2029; and authorize the General Manager to execute Amendment No. 3.

#### SUMMARY/DISCUSSION:

In 2018 the Agency entered into an agreement with ICF Jones & Stokes for the development of the Salinas River Operations Habitat Conservation Plan (SROHCP) using a three phased approach. The first phase included the development of the 2019 Salinas River Long-Term Management Plan (LTMP) to document historical and current conditions in the lower Salinas River watershed, identify long-term management goals, and serve as a foundational document for the HCP. The LTMP was completed in 2019 using grant funding from the California Coastal Conservancy.

Beginning in April 2020, the Agency was awarded a series of grants totaling \$2.75 M to fund the continued development of the SROHCP. Significant delays in grant funding agreements resulted in a delayed start of work for phase two and the agreement with ICF Jones & Stokes was amended to reflect the changing timeline. Amendment No. 1 was approved in 2021 and included a time extension to June 30, 2023 with no change to the total contract amount.

Amendment No. 2 to the agreement was approved in 2023 to extend the timeline, increase the dollar amount to the current total of \$6,409,506 and accommodate minor scope changes. Scope changes in Amendment No. 2 reflected feedback received from the Federal Services, our evolving understanding of project needs based on studies and surveys completed prior, and an estimate of future tasks and costs related to the environmental review of the SROHCP. Amendment No. 2 also anticipated future rounds of grant funding to pay for the third phase of the project.

The Agency has now completed the second administrative draft of the SROHCP which is currently under internal review prior to submission to the Federal Services for their review and comments. The Agency has an active \$1M grant application awaiting a funding award to continue this work. If awarded, the grant will provide funding to respond to comments on the second administrative draft and begin environmental review process. Approval of the proposed Amendment No. 3 will allow Agency staff to retain the project team from ICF Environmental while we complete review of the second administrative draft SROHCP and work to secure additional grant funding to complete the project.

OTHER AGENCY INVOLVEMENT:

Agency staff and the project team from ICF Environmental meet regularly with staff from the National Marine Fisheries Service (NMFS) and U.S. Fish and Wildlife Service (USFWS) to discuss ongoing development of the SROHCP.

FINANCING:

Adoption of Amendment No. 3 does not increase the total agreement amount. Prior funding for this agreement was provided in large part by grant funding from the California Coastal Conservancy, the USFWS, and State of California Proposition 1.

The Agency has dedicated \$200,000 from Fund 111 in the proposed Fiscal Year 2027 budget (pending Monterey County Water Resources Agency Board of Supervisors approval) to continue work on the SROHCP. Applicable expenditures may be reimbursed if the Agency's pending application for USFWS grant funding is approved.

Prepared by: Jason Demers, Senior Water Resources Engineer (831) 755-4860

Approved by: Ara Azhderian, General Manager (831) 755-4860

Attachments:

1. Original Agreement
2. Amendment No. 1
3. Amendment No. 2
4. Amendment No. 3



# County of Monterey

## Item No.4

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FINANCING:

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The Agency has dedicated \$200,000 from Fund 111 in the proposed Fiscal Year 2027 budget (pending Monterey County Water Resources Agency Board of Supervisors approval) to continue work on the SROHCP. Applicable expenditures may be reimbursed if the Agency's pending application for USFWS grant funding is approved.

Prepared by: Jason Demers, Senior Water Resources Engineer (831) 755-4860

Approved by: Ara Azhderian, General Manager (831) 755-4860

Attachments:

1. Original Agreement
2. Amendment No. 1
3. Amendment No. 2
4. Amendment No. 3

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

This is a multi-year agreement between the Monterey County Water Resources Agency, hereinafter called "Agency," and ICF Jones & Stokes, Inc., a Corporation, 75 East Santa Clara Street, Suite 300 San Jose CA, hereinafter called "CONTRACTOR".

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

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

- (a) The scope of work is briefly described and outlined as follows:  
Provide services for development of a long term Salinas River Management Plan, Habitat Conservation Plan and associated CEQA/NEPA requirements.
- (b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
- (c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- (d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.

2. **Term of Agreement.** The term of this Agreement shall begin upon execution of this Agreement by CONTRACTOR and Agency, and will terminate on June 30, 2021 unless earlier terminated as provided herein.

3. **Payments to CONTRACTOR; maximum liability.** Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR the amounts provided in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is Phase 1 seven hundred forty-eight thousand nine hundred seventy-six dollars (\$748,976.00); Phase 2 one million four hundred eighty-five thousand dollars (\$1,485,000); Phase 3 eight hundred ninety-five thousand dollars (\$895,000)

Total Phases: three million one hundred twenty-eight thousand nine hundred seventy-six dollars (\$ 3,128,976.00)

#### 4. Monthly Invoices by CONTRACTOR; Payment.

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

#### 5. Indemnification

5.1 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

#### 5.2 Indemnification for Design Professional Services Claims:

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subCONTRACTORS, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

5.3 Indemnification for All Other Claims or Loss:

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

6. Insurance.

6.1 Evidence of Coverage:

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

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

6.2 Qualifying Insurers:

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

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

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

Modification (Justification attached; subject to approval).

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

Modification (Justification attached; subject to approval).

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

Modification (Justification attached; subject to approval).

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

Modification (Justification attached; subject to approval).

#### 6.4 Other Insurance Requirements.

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

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

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

Prior to the execution of this Agreement by the Agency, CONTRACTOR shall file certificates of insurance with the Agency's contract administrator, showing that the CONTRACTOR has in effect the

insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

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

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

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

9. Confidentiality; Return of Records. CONTRACTOR and its officers, employees, agents, and subCONTRACTORS shall comply with all federal, State and local laws providing for the confidentiality of records and other information. To the extent permitted by applicable law and regulations, CONTRACTOR shall maintain confidentiality with respect to Agency's well database and other water use data. CONTRACTOR shall not disclose any confidential information received from Agency or prepared in connection with the performance of this Agreement without the express permission of Agency. CONTRACTOR shall promptly transmit to Agency all requests for disclosure of any such confidential information. CONTRACTOR shall not use any confidential information gained through the performance of this Agreement except for the purpose of carrying out CONTRACTOR's obligations hereunder. When this Agreement expires or terminates, CONTRACTOR shall return to Agency all records, which CONTRACTOR utilized or received, from Agency to perform services under this Agreement.

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

of any consideration to CONTRACTOR, and Agency may proceed with the work in any manner, which it deems proper. Costs incurred by Agency thereby shall be deducted from any sum due CONTRACTOR.

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

12. Non-discrimination. Throughout the performance of this Agreement, CONTRACTOR will not unlawfully discriminate against any person because of race, color, religion, gender, national origin, ancestry, physical disability, medical condition, marital status, age older than 40, or sexual orientation, gender identity or any other status protected under federal, state or local law, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR shall comply fully with all federal, State and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to any target population designated herein shall not be deemed prohibited discrimination.

13. Independent CONTRACTOR. In its performance under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not an employee of Agency. No offer or obligation of employment with Agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from Agency any form of benefits accorded to employees including without limitation leave time, health insurance, workers compensation coverage, disability benefits, and retirement contributions. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including without limitation federal and State income taxes and social security arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold harmless Agency from any and all liability, which Agency may incur because of CONTRACTOR's failure to make such payments.

14. Delegation of Duties; Subcontracting. CONTRACTOR is engaged by Agency for its unique qualifications and abilities. CONTRACTOR may not, therefore, delegate any of its basic duties under this Agreement, except to the extent that delegation to CONTRACTOR's employees is contemplated herein. No work shall be subcontracted without the written consent of Agency, except as provided in this Agreement or its attachments. Notwithstanding any subcontract, CONTRACTOR shall continue to be liable to Agency for the performance of all work hereunder. CONTRACTOR shall not assign, sell, mortgage or otherwise transfer its interest or obligations in this Agreement without Agency's prior written consent.

15. Agency's Rights in Work Product. All original materials prepared by CONTRACTOR in connection with its work hereunder -- including but not limited to computer codes, customized computer routines developed using proprietary or commercial software packages, reports, documents, maps, graphs, charts, photographs and photographic negatives -- shall be the property of Agency and shall be delivered to Agency prior to final payment. CONTRACTOR may utilize any existing materials developed by CONTRACTOR prior to commencement of work under this Agreement, which materials shall remain the property of CONTRACTOR.

16. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which Agency is the grantee, CONTRACTOR shall comply with all provisions of such grant applicable to CONTRACTOR's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.

17. Conflict of Interest. CONTRACTOR warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.

18. Governing Laws. This Agreement is entered into in the County of Monterey, State of California, and shall be construed and enforced in accordance with the laws of the State of California. The parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.

19. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

20. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

21. Waiver. Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.

22. Successors and Assigns. This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.

23. CONTRACTOR. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.

24. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

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

26. Contract Administrators. CONTRACTOR's designated principal responsible for administering CONTRACTOR's work under this Agreement shall be David Zippin; Agency's designated administrator of this Agreement shall be Elizabeth Krafft.

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

TO AGENCY

Name: Elizabeth Krafft  
Address: PO Box 930  
Salinas, CA  
93902  
Telephone: 831.755.4860  
Fax: 831.424.7935  
E-Mail: krafftea@co.monterey.ca.us

TO CONTRACTOR

Name: Jodi Young  
Address: 75 East Santa Clara St. Suite 300  
San Jose, CA 95115  
Telephone: 408.216.2800  
Fax: 408.216.2805  
E-Mail: Jodi.Young@icf.com

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

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

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

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

- Exhibit A – Scope of Work / Work Schedule
- Exhibit B - Budget
- Exhibit C - Electronic Deliverables
- Exhibit D - Monterey County Travel and Business Expense Reimbursement Policy and California Coastal Conservancy guidelines

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

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

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

**MONTEREY COUNTY WATER  
RESOURCES AGENCY**

**CONTRACTOR**

BY: David E. Chardavoigne

David E. Chardavoigne  
General Manager

Date: 3 April 2018

BY:

Robert F. Toth  
Type Name: Robert F. Toth  
Title: Contracts, SVP

Date: 3/22/18

BY:

Rosemarie Jones  
Type Name: ROSEMARIE JONES  
Title: ASSISTANT SECRETARY

Date: 3/22/2018

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

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

( \_\_\_\_\_ )  
**Agreement/Amendment No # ( \_\_\_\_\_ )**

\*\*\*\*\*

Approved as to form:

Approved as to fiscal provisions:



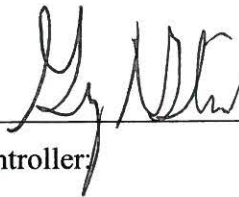
\_\_\_\_\_  
Deputy County Counsel

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

Dated: 3.23.18

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

\_\_\_\_\_  
Risk Management:



\_\_\_\_\_  
Auditor-Controller:

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

Dated: 3.28.18

**AMENDMENT #1 TO AGREEMENT BY AND BETWEEN  
MONTEREY COUNTY WATER RESOURCES AGENCY & ICF  
JONES & STOKES, INC**

**THIS AMENDMENT NO. 1** is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of providing services for the development of a long term Salinas River Management Plan, Habitat Conservation Plan and associated CEQA/NEPA requirements by and between **ICF JONES & STOKES, INC**, hereinafter “CONTRACTOR”, and the Monterey County Water Resources Agency, a political subdivision of the State of California, hereinafter referred to as “Agency”.

**WHEREAS**, the Agency and CONTRACTOR wish to amend the AGREEMENT to reflect the Agency’s exercise of the option to extend for two (2) additional years.


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

1. **Section 2, “TERM OF AGREEMENT”, shall be amended by removing** “The term of this Agreement shall begin upon execution of this Agreement by CONTRACTOR and Agency, and will terminate on June 30, 2021 unless earlier terminated as provided herein.  
  
**and replacing it with** “The term of this Agreement shall begin upon execution of this Agreement by CONTRACTOR and Agency, and will terminate on June 30, 2023 unless earlier terminated as provided herein.
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
3. A copy of this AMENDMENT shall be attached to the original AGREEMENT dated April 3, 2018.

*This space left blank intentionally*

**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT NO. 1 on the day and year written below.

MONTEREY COUNTY WATER  
RESOURCES AGENCY



General Manager

Dated: E-signed 5.6.2021

*Approved as to Fiscal Provisions:*



Deputy Auditor/Controller

Dated:  
5-5-2021

*Approved as to Liability Provisions:*

Risk Management

Dated: May 5, 2021

*Approved as to Form:*



Deputy County Counsel

CONTRACTOR

**Robert F Toth** Digitally signed by Robert F Toth

By:

Date: 2021.05.03 16:04:14 -04' 00'

Signature of Chair, President, or  
Vice-President

Robert F. Toth, Sr. Vice President, Contracts

Printed Name and Title

Dated: 5/3/2021

**Rosemarie Jones**

Digitally signed by Rosemarie Jones

Jones

Date: 2021.05.03 16:08:07 -04'00'

By:

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

Rosemarie Jones, Asst. Secretary

Printed Name and Title

Dated: 5/3/2021

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

## **AMENDMENT #2 TO AGREEMENT BY AND BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND ICF JONES & STOKES, INC**

**THIS AMENDMENT NO. 2** is made to the PROFESSIONAL SERVICES AGREEMENT ("Agreement") for the provision of providing services for the development of a long-term Salinas River Management Plan, Habitat Conservation Plan and associated CEQA/NEPA requirements by and between **ICF JONES & STOKES, INC.**, hereinafter "CONTRACTOR", and the Monterey County Water Resources Agency, a political subdivision of the State of California, hereinafter referred to as "Agency".

**WHEREAS**, CONTRACTOR entered into the Agreement with the Agency on April 3, 2018; and

**WHEREAS**, the Agency and CONTRACTOR entered into Amendment No. 1 to the Agreement on May 6, 2021; and

**WHEREAS**, the Parties wish to amend the Agreement by making the following changes: revising Exhibit A – Scope of Work; extending the term to June 30, 2026; revising Exhibit B – Budget; and increasing the dollar amount by \$3,280,530. for a total contract amount not to exceed \$6,409,506.

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

1. Amend Section 1, "**Employment of CONTRACTOR,**" to read as follows:

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

The scope of work is briefly described and outlined as follows:

- a) Provide services for development of a long-term Salinas River Management Plan, Habitat Conservation Plan and associated CEQA/NEPA requirements.
- b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
- c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein.

CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.

2. Amend Section 2, **“Term of Agreement,”** to read as follows:

The term of this Agreement shall begin upon execution of this Agreement by CONTRACTOR and Agency, and will terminate on **June 30, 2026,** unless earlier terminated as provided herein.

3. Amend Section 3, **“Payments to CONTRACTOR; maximum liability,”** to read as follows:

Payments to CONTRACTOR; maximum liability, Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR the amounts provided in **Exhibit B – REVISED**. The maximum amount payable to CONTRACTOR under this contract is **six million four hundred nine thousand five hundred six dollars and no cents (\$6,409,506).**

4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 2 and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this AMENDMENT No. 2 shall be attached to the Agreement dated April 3, 2018.

*This section intentionally left blank*

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

MONTEREY COUNTY WATER  
RESOURCES AGENCY

CONTRACTOR

\_\_\_\_\_  
General Manager

By: \_\_\_\_\_  
Signature of Chair, President, or  
Vice-President

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

\_\_\_\_\_  
Printed Name and Title

*Approved as to Fiscal Provisions:*

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

\_\_\_\_\_  
Deputy Auditor/Controller

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

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

*Approved as to Liability Provisions:*

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Risk Management

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

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

*Approved as to Form:*

*Approved as to fiscal provisions:*

\_\_\_\_\_  
Assistant County Counsel

\_\_\_\_\_  
CAO Analyst

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

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

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

## EXHIBIT A – REVISED (SCOPE OF WORK)

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### **Project Understanding**

Monterey County Water Resources Agency (hereafter, AGENCY) proposes to develop a habitat conservation plan (HCP) and apply for incidental take permits (ITPs) for certain species listed under the Endangered Species Act (ESA) and for identified species that may become listed in the future. The HCP is intended to support the proposed issuance of ITPs for federally threatened and endangered species regulated by the U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS; collectively, Services). The ITPs would provide take coverage to AGENCY for the various projects and activities associated with the long-term management of the Salinas River and other waterways in Monterey County.

In support of the ultimate goal of finalizing and implementing a Salinas River HCP, AGENCY began in early 2018 a series of efforts that collectively became known as the Salinas River Management Program (<https://www.salinasrivermanagementprogram.org/>). The first step in this effort was the development of the Salinas River Long-Term Management Plan (LTMP), a stakeholder-driven, comprehensive approach to effective management of the Salinas River, Salinas Lagoon, and floodplain. Since completing the LTMP in early 2019, AGENCY has pursued various funding sources to support development of the reservoir re-operation protocols (an eventual HCP covered activity), to conduct research to improve best available data for HCP development, and to develop the HCP and environmental compliance documents.

The following scope of work is a modification of the original scope of work approved by AGENCY in 2018. This scope of work includes all of the originally scoped tasks, plus a number of new tasks identified and undertaken to support HCP development.

### **Project Approach**

The Salinas River Management Program was initially conceived as three phases:

Phase 1: Salinas River LTMP

Phase 2: HCP Development

Phase 3: CEQA/NEPA Documentation for HCP

The actual evolution of Salinas River HCP development can be better captured in a phased approach summarized as follows:

Phase 1: Strategic Planning in support of HCP Development

Phase 2: Draft Public Review HCP and CEQA/NEPA Documents

Phase 3: Finalize HCP and CEQA/NEPA Documents

Phase 4: Implement HCP

This scope of work (in its original form as well as in this current version) focuses on the first three phases. Phase 1 is well underway and includes the development of the LTMP, the re-operation protocols, and several studies focused on species and habitat surveys throughout the greater Salinas River watershed. Phase 2 has also begun with initial efforts to turn information developed during Phase 1 into draft HCP chapter content. Phase 3 will commence when the HCP and environmental documents are released for public review.

The action by NMFS and USFWS to each issue an ITP is subject to review under NEPA. Similarly, the action by AGENCY of signing and accepting the ITP—and therefore committing to implement the conservation strategy in the HCP—is subject to CEQA review. The NEPA and CEQA processes promote informed decision making by requiring an environmental review process before a final

decision is made on whether and how to proceed on a proposed project. NEPA applies specifically to federal proposed actions and CEQA applies to state and local government actions. While AGENCY will be the lead agency for CEQA, NMFS or USFWS will take on the role of lead agency for NEPA. Federal lead agencies require different consultant staff be utilized than those that develop the HCP. As such, CONTRACTOR staff preparing the HCP will be distinct and unique from CONTRACTOR staff preparing the CEQA/NEPA documents, with the exception that CONTRACTOR staff developing the GIS or graphic-based figures and editorial staff may be the same. This will allow CONTRACTOR to separate the CEQA/NEPA team with a firewall, which is necessary for the lead federal agency to direct the independent work of consultant staff on the NEPA document. The NEPA document must provide an independent assessment of the effects of implementing the HCP on the human environment, so this separation and firewall is critical to demonstrate that independence.

All final deliverables required to be submitted to a state or federal agency for public review must be formatted in compliance with Section 508 of the Rehabilitation Act of 1973 and California Assembly Bill No. 434 of 2017, allowing screen-reader software to read the document aloud. The cost estimate for the tasks described below includes time to allow formatting of document templates and for compliance work associated with public draft and final HCP and environmental compliance documents.

This scope of work is funded by multiple grants. For grant tracking purposes, CONTRACTOR will establish separate subtasks, as needed, to ensure time under a task described below is properly allocated to the related grant.

## Tasks

### Task 1 – Program Management and Meetings

#### Task 1.1 – LTMP Project Management and Meetings (Completed)

CONTRACTOR will provide expert project management services to develop the LTMP for the Salinas River. Specific services will include:

- ◆ Providing overall strategy and project leadership to AGENCY staff
- ◆ Facilitating AGENCY’s decision-making process through coordination of meetings and conference calls
- ◆ Developing and presenting materials for the LTMP team’s review, including meeting agendas
- ◆ Facilitating meetings with resource management agencies, as appropriate
- ◆ Coordinating scientific input, advice, and review
- ◆ Managing the consultant team
- ◆ Providing additional project administration services including budget and personnel management, schedule management, communications protocol, and quality control/quality assurance

Meeting	No. Mtgs Assumed in Phase 1	Contractor Staff Attending (% of Meetings)	Est. Hrs per Mtg <sup>1</sup>	Notes
LTMP Monthly Coordination	10	Project Manager (100%) Deputy Project Manager (100%) Project Director (75%)	2	These meetings are primarily between the CONTRACTOR and AGENCY staff. Meetings are assumed to occur in person in Salinas (10%) or by conference call (90%)

Meeting	No. Mtgs Assumed in Phase 1	Contractor Staff Attending (% of Meetings)	Est. Hrs per Mtg <sup>1</sup>	Notes
Program Management (bi-weekly)	20	Project Manager (100%) Project Director (50%) Up to two staff per teaming partner as needed	2	These meetings are for CONTRACTOR coordination and are intended to ensure team members are advancing their respective tasks. Meetings are assumed to occur by conference call (75%) or in-person in Oakland or San Francisco (25%) where much of the team is based
Technical Design Committee (see Task 2.2)	Minimum 4 – Maximum 6	Project Manager (100%) Project Director (100%) One Technical Staff from each teaming partner as needed Lead Facilitator	4	One meeting will be for organization and framing the approach. The subsequent two meetings will be tailored to weigh in to key issues and core components of the plan
Scientific Working Group (see Task 2.2)	Minimum 4 – Maximum 6	Project Manager Technical Staff from each teaming partner as needed Lead Facilitator	2	These two meetings will allow the project team members to interface and confer on the detailed scientific approach with agency staff or other key people to vet data and process
HCP Training Workshop (see Task 2.5)	2	Project Manager (100%) Project Director (100%)	4	CONTRACTOR will deliver custom training sessions in Salinas on the LTMP and HCP process, specific to this project
Phase 1 Internal Scoping Meeting (see Task 3.1)	2	Project Manager Project Director Deputy Project Manager Up to 2 Technical Staff from each teaming partner	6	One meeting is assumed to occur in person in Salinas, with one follow-up meeting by conference call
Stakeholder Planning Group (see Task 2.3)	Minimum 3 – Maximum 4	Project Manager Lead Facilitator Associate Facilitator	2	N/A
<b>Total MAXIMUM</b>	<b>50</b>			

<sup>1</sup> Does not include preparation and travel time

### Deliverables

- ◆ Work plan of key deliverables and meeting topics to support achieving outcomes
- ◆ Meeting agendas, materials, and minutes of discussion topics, key decisions, and action items
- ◆ Monthly invoices, including updates on the status of the LTMP development process

### Task 1.2 – Strategic Planning and HCP Project Management and Meetings

CONTRACTOR will provide project management services for the HCP, similar to the project management efforts utilized for LTMP development under Task 1.1. Specific project management services will include facilitation of the decision-making process through coordination of meetings and conference calls; developing and presenting materials for AGENCY’s review, including meeting agendas; facilitating meetings with resource management agencies, as appropriate; coordinating scientific input, advice, and review; managing the consultant team; and providing additional project administration services including budget and personnel management, schedule management, communications protocol, and quality control/assurance.

A summary of anticipated meetings is included below, based on the assumption that strategic planning and HCP development will occur over a 76-month timeframe from the completion of the LTMP in February 2019 to release of a Public Draft HCP in mid-2026. Because this task captures work under both Phase 1 (post-LTMP) and Phase 2, meeting timelines are approximate and

intended to inform the costing in addition to expectation management for AGENCY staff. This task will continue through Phase 3 and the finalization of the HCP and permit issuance estimated to be June 2028.

Meeting	No. Mtgs Assumed	Consultant Staff in Attendance (% of Meetings)	Est. Hrs per Mtg <sup>1</sup>	Notes
Bi-weekly AGENCY Coordination	152	Project Manager (100%) Deputy Project Manager (100%) Project Director (75%)	2	These meetings are primarily between the CONTRACTOR team and AGENCY staff. Meetings are assumed to occur by conference call.
Internal coordination meetings (monthly)	76	Project Manager (100%) Deputy Project Manager (100%)  One staff per teaming partner as needed	2	These meeting are for CONTRACTOR team coordination and are intended to ensure team members are advancing their respective tasks. Meetings are assumed to occur by conference call
NMFS and USFWS Monthly Coordination	76	Project Manager (100%) Deputy Project Manager (75%) Project Director (75%)	2	These meetings are to support communication with the regulatory agencies.
<b>Total</b>	<b>304</b>			

<sup>1</sup> Does not include preparation and travel time

### Deliverables

- ◆ Meeting agendas, materials, and minutes, as needed
- ◆ Monthly invoices including updates on the status of the strategic planning and/or HCP development processes

### Task 1.3 – Grant Administration and Management

At the direction of AGENCY, CONTRACTOR will provide administrative support in managing grants funding the program. Support may include preparation of invoices, periodic reporting, data management, and any other tasks as requested.

### Deliverables

- ◆ Drafts of administrative documents for grant compliance as requested by AGENCY

## Task 2 – Stakeholder Engagement and Participation

The primary goal of stakeholder engagement and participation is to create widespread support for the goals and content of the Salinas River Management Program. The program envisions a series of conversations with different focal points and levels of information that culminate in a LTMP and an HCP that is accepted and understood among a diverse range of Salinas River stakeholders.

### Task 2.1 – Conduct LTMP Stakeholder Issue Assessment and Refine Process Design (Completed)

CONTRACTOR team, led by Gina Bartlett at CBI, will conduct a stakeholder issue assessment. The purpose is to understand the histories, perspectives, and opinions of a range of stakeholder interests. The primary method will be interviews, in person and on the telephone, individually or in small groups. The assessment findings will be used to refine the proposed stakeholder engagement process, tailoring the scope and composition of the committees and anticipating technical questions and scientific conundrums that stakeholders may identify as part of the process. The

CONTRACTOR team will develop a set of interview questions in cooperation with AGENCY staff and an initial list of interviewees. Interviews will be confidential, and the findings will be shared without attribution. The findings will be made available publicly to help inform the work of the project team, the Technical Design Committee (TDC), and the Stakeholder Planning Group.

#### *Deliverables*

- ◆ Interview questions
- ◆ Up to 20 interviews in person and by phone, individually and in small groups
- ◆ Stakeholder issue assessment briefing report and/or presentation
- ◆ Refined work plan for stakeholder engagement, including TDC, scientific committee, and Stakeholder Planning Group

#### *Task 2.2 – Establish and Facilitate LTMP Technical Design Committee and Scientific Working Group (Completed)*

CONTRACTOR will establish a consensus seeking TDC as a central hub to make recommendations on core planning elements. The TDC will be responsible for partnering with CONTRACTOR and AGENCY staff to realize the goals of the planning process. The TDC will provide guidance and input on the planning elements and refer detailed scientific work to the Scientific Working Group (SWG) (discussed below). The TDC will also provide guidance on the stakeholder engagement process, identifying issues that would benefit from Stakeholder Planning Group input. The TDC will receive input, recommendations, and proposals from the SWG and Stakeholder Planning Group, making recommendations to AGENCY and CONTRACTOR on how to incorporate stakeholder input into the planning process. The TDC will meet up to six (6) times during Phase 1.

CONTRACTOR will establish a smaller advisory SWG as a subset of the TDC. Scientific input and peer review from other hydrology, species, habitat, and technical experts will be sought as needed and approved by AGENCY and CONTRACTOR. This external input could prove valuable on critical elements of the process throughout all development phases. Most input will be solicited informally via telephone conversations and email communications. CONTRACTOR will facilitate and attend two in person meetings and two (2)–four (4) web-based meetings.

#### *Deliverables*

- ◆ Facilitation and attendance for four (4)–six (6) TDC meetings
- ◆ Facilitation and attendance for two (2) in-person and two (2)–four (4) web-based SWG meetings
- ◆ Work plan with meeting topics to achieve the necessary outcomes
- ◆ Charter outlining roles, responsibilities, and decision making
- ◆ Meeting agendas and minutes
- ◆ Memoranda from CONTRACTOR summarizing issues needing direction from the TDC and SWG

#### *Task 2.3 – Facilitate LTMP Stakeholder Planning Group (Completed)*

In cooperation with the TDC, the CONTRACTOR will organize and facilitate a Stakeholder Planning Group. Stakeholders representing all the major interests in the Salinas River System will have representation on this body, and meetings will be open to the public to promote transparency. The purpose of this group is to create a highly informed group of stakeholders who can engage in joint fact-finding processes (framing key questions and developing a high level of understanding of the planning process opportunities and technical approaches) and advance the planning process in the larger communities among stakeholders. The CONTRACTOR will design and facilitate these meetings, documenting the input received, including areas of consensus and divergent opinions to inform the planning team's work. Stakeholder Planning Group outcomes will be reported and discussed at the TDC which will integrate the input into the work underway.

### *Deliverables*

- ◆ Facilitation and attendance for minimum of three (3) and maximum of four (4) meetings
- ◆ Work plan with meeting topics and stakeholder planning group roles
- ◆ Meeting agendas and high-level outcome-oriented summaries

### *Task 2.4 – Design and Implement LTMP Public Outreach Program (Completed)*

CONTRACTOR will design and implement a public outreach program to inform the public about the goals of the project and the work underway. The outreach program will be based on best practices, input received during the stakeholder assessment, and familiarity with local issues. In cooperation with AGENCY staff, CONTRACTOR will prepare a Communication and Engagement Plan to document the overall approach to public outreach. The team will form a small engagement committee with two or three stakeholders to meet three times via phone during Phase 1 to ground-truth and advise the team on the outreach strategy. CONTRACTOR will implement a creative and cost-efficient suite of tools to raise awareness about this important effort, including fact sheets and briefing materials that everyone involved can use to share information about the project. Public workshops and webinars will be planned at convenient times around key milestones (including project kickoff) to provide project information and invite the public into the planning process. CONTRACTOR will translate outreach materials to serve the large Spanish-speaking population in the area. The team will develop an independent website, linked to the AGENCY site, to make all materials available and transparent. All of these tools serve a critical purpose—ensuring that all interested parties, agencies, communities, and the public are receiving the same information and messaging about this effort.

### *Deliverables*

- ◆ Communication and Engagement Plan
- ◆ Coordination and attendance at two (2) public workshops
- ◆ Hold minimum of two (2) and maximum of three (3) public webinars
- ◆ Up to three (3) engagement subcommittee conference calls
- ◆ Stakeholder outreach materials (e.g., fact sheets, briefing materials)
- ◆ Two (2) public workshop agendas and up to three (3) webinar agendas
- ◆ Program website

### *Task 2.5 – HCP Training Workshops (Completed)*

CONTRACTOR will prepare and conduct up to two half-day training sessions on issues that arise during the initial scoping meeting (Task 3.1) and from the initial stakeholder issue assessment (Task 2.1) specific to the Salinas River HCP. It is anticipated that one training session be given to the internal team (AGENCY staff and decision makers), and the second training session be targeted to key stakeholders.

### *Deliverables*

- ◆ Facilitate up to two (2) training workshops at AGENCY office
- ◆ Draft and final agendas and training materials
- ◆ HCP Training Workshop, including PowerPoint presentation, agenda, and notes (to be posted to the program website for those who could not attend)

### *Task 2.6 – Continue Facilitating Working Groups*

During HCP development, CONTRACTOR will continue to facilitate smaller working groups that will focus on specific technical issues or challenges and scientific uncertainties. The working groups may include external scientific experts to help support the HCP. The working groups will meet as needed.

### *Deliverables*

- ◆ Facilitate and attend a maximum of 15 meetings

- ◆ Meeting agendas and summary of key decisions and action items

### *Task 2.7 – Continue Facilitating the LTMP Stakeholder Planning Group (Completed)*

CONTRACTOR will continue to facilitate a Stakeholder Planning Group. Stakeholders representing all the major interests in the Salinas River System will have the opportunity to provide representation on this body, and meetings will be open to the public to promote transparency. CONTRACTOR will continue to design and facilitate these meetings, documenting the input received, including areas of consensus and divergent opinions to inform HCP development. Stakeholder Planning Group outcomes would be reported and discussed at the TDC as necessary.

CONTRACTOR would plan these meetings around key project milestones to ensure adequate time to benefit from the planning group's input. Stakeholder Planning Group members will assist in the broader outreach process, briefing constituent groups in concert with the public outreach program.

#### *Deliverables*

- ◆ Facilitate, design, attend and document a maximum of 10 meetings
- ◆ Work plan with meeting topics to document stakeholder group roles
- ◆ Meeting agendas and high-level outcome-oriented summaries

### *Task 2.8 – HCP Public Outreach Program*

CONTRACTOR will continue to implement a public outreach program to inform the public about HCP development. CONTRACTOR will work with AGENCY to evaluate if the Communication and Engagement Plan developed in Phase 1 requires any adjustment to account for specific needs of HCP development and to coordinate public outreach requirements of the CEQA/NEPA process.

Public workshops will be planned around major milestones to provide project information and invite the public into the planning process. The CONTRACTOR will work with AGENCY to determine which outreach materials to co-translate to serve the large Spanish-speaking population in the area. The team will expand and maintain the independent website developed in Phase 1, linked to the AGENCY site, to make all materials available and transparent. These tools serve a critical purpose—they ensure that all interested parties, agencies, communities, and the public are receiving the same information and messaging about this effort.

#### *Deliverables*

- ◆ Revised Communication and Engagement Plan, as needed
- ◆ Stakeholder outreach materials (e.g., fact sheets, briefing materials)
- ◆ Three to five public workshops in the plan area
- ◆ Expanded website adjusted to fit the needs of the HCP
- ◆ Maintenance of project website
- ◆ Maintained interested parties list

### *Task 2.9 – Support CEQA/NEPA Public Meetings*

CONTRACTOR's HCP staff will support all of the public meetings for the HCP and CEQA/NEPA documents. Time for CONTRACTOR's CEQA/NEPA team leading this task is included in the CEQA/NEPA scope of work under Task 8. CONTRACTOR's HCP development team will prepare and present an overview of the proposed HCP, including many of the strategic planning items described in Task 4 which will have been reviewed by AGENCY by that time. The public will be encouraged to ask questions and provide comments at these meetings and throughout the entire planning process. This task includes participation in up to six (6) public meetings, two for the CEQA/NEPA scoping process, two during the public comment period on the draft HCP and CEQA/NEPA documents, and two during the public comment period on the final HCP and CEQA/NEPA documents.

### *Deliverables*

- ◆ Development and/or review of meeting materials (boards, fact sheets, FAQs) regarding the HCP
- ◆ PowerPoint presentation on the proposed HCP in support of each public meeting
- ◆ Attendance at up to six (6) public meetings on the HCP and CEQA/NEPA documents

## **Task 3 – Data Gathering and Strategic Planning**

### *Task 3.1 – Internal LTMP Project Scoping Workshop (Completed)*

Together with AGENCY, CONTRACTOR will plan and facilitate an internal project scoping workshop. A key goal of this workshop will be to identify AGENCY's critical needs on the project and confirm project goals that are achievable in Phase 1, based on the schedule and budget limitations. This internal scoping workshop will include discussion of the many projects and programs AGENCY is currently undertaking and how they will relate to and inform the LTMP.

The scoping workshop will also focus on determining key aspects of the LTMP, including geographic scope, potential covered species, and potential covered activities. The LTMP will be developed to ensure that information is gathered and described in a manner that is directly related to, and transferable to, the HCP to reduce the level of effort in developing HCP-specific content in Phase 2. The approach for stakeholder involvement, including establishment of the TDC and the smaller SWG will be confirmed.

### *Deliverables*

- ◆ Internal scoping workshop with AGENCY
- ◆ Materials to facilitate internal scoping workshop
- ◆ A detailed work plan for Phase 1 based on the outcomes of the workshop

### *Task 3.2 – Data Gap Assessment (Completed)*

CONTRACTOR will review existing and available information to perform a data gap assessment, identifying technical information not currently available but that may be necessary to develop the LTMP, HCP, or CEQA/NEPA. Anticipated existing data sources include information developed in support of the Interlake Tunnel EIR, Salinas Valley Water Project EIR, Stream Maintenance Program EIR, and existing hydrological models developed as part of these projects and others. In addition, hydrogeological groundwater models developed in support of current basin studies (i.e., seawater intrusion), Interlake Tunnel engineering and EIR, and SGMA Groundwater Sustainability Plans may also be utilized.

With an understanding of the existing data and models, CONTRACTOR will identify data gaps which may include specific and pertinent hydrological, ecological, and biological information. Specifically, data gaps may exist for species occurrence and distribution mapping, land cover mapping, project or operations specific data, site-specific topographical or biological survey data, land use and water demand, historical flow data, and water quality data. Once data gaps have been identified, CONTRACTOR will determine which data gaps are associated with which Phase. CONTRACTOR will recommend which data gaps are essential to fill to complete Phase 1, the general methods to fill these gaps (including necessary field work), when the data are needed, and if technical studies may be carried out as part of Task 3.3 to fill the gap. This task will culminate in the preparation of a Data Gap Assessment Memorandum.

### *Deliverables*

- ◆ Data Gap Assessment Memorandum identifying which data gaps apply to which phase; recommendations and strategy to fill data gaps essential to Phase 1 to be included as an appendix to the LTMP (Task 4)

### *Task 3.3 – Priority Data Collection and Focused Studies (Completed)*

Based on the findings of the Data Gap Assessment and input from the SWG, CONTRACTOR will develop a strategy to fill the critical data gaps. Focused studies may be required to improve the understanding of the physical, hydrological, and biological conditions in the watershed and could include such actions as developing species-specific habitat models, conducting focused land cover mapping, or developing a habitat/flow model specific to fish.

Due to the uncertainty in the findings of the data gap assessment, a wide variety of outcomes for focused studies are possible and may range from simple site-specific field investigations to utilizing or modifying existing hydrological models. CONTRACTOR will work with AGENCY and other targeted parties (e.g., regulatory agencies) to prioritize those studies that can be conducted in 2018 to support the LTMP versus those that will need to be deferred to Phase 2 when additional funding is available. In addition, projects that may be implemented through other means such as voluntary landowner conservation efforts or small grant programs will be identified. Studies that cannot be completed under this task due to schedule or budget limitations will be identified in the Data Gap Assessment Memorandum (Task 3.2) for Phase 2. CONTRACTOR will collect readily available data in GIS format, maintain GIS-based and digital libraries of the available data, including new data collected.

#### *Deliverables*

- ◆ Technical Memorandum from focused studies conducted, to be included as one or more appendices to the LTMP (Task 5)
- ◆ Copy of GIS and digital library
- ◆ Scope and cost estimate for technical studies prior to implementation

### *Task 3.4 – Develop Initial Permitting Strategy*

The strategy for permitting the activities described in the LTMP, and eventually the HCP, will influence the content of the LTMP. Thus, the Phase 1 work directly supports data needs for Phases 2 and 3, as well as permitting needs beyond just the HCP. Other permits and/or agreements that AGENCY is likely to require for implementation of HCP covered activities include:

- ◆ CWA Section 404 permit (for dredge and fill), regulated by the Corps
- ◆ CWA Section 401 water quality certification, regulated by the Central Coast Regional Water Quality Control Board (RWQCB)
- ◆ Porter-Cologne Water Quality Control Act Waste Discharge Requirement, regulated by the Central Coast RWQCB
- ◆ CESA incidental take permit (ITP), regulated by California Department of Fish and Wildlife (CDFW)
- ◆ California Fish and Game Code Section 1600 Lake or Streambed Alteration Agreement, regulated by CDFW
- ◆ Scientific collection permit, regulated by CDFW
- ◆ Coastal Development Permit, regulated by the California Coastal Commission
- ◆ Cooperative Agreement with State Parks

Many of these permits, as with the HCP, will also require compensatory mitigation for instances when avoidance and minimization actions do not entirely avoid impacts to regulated resources (listed species and aquatic resources).

#### *Deliverables*

Permitting and Compensatory Mitigation Strategy Memorandum that includes:

- ◆ Overview of regulatory processes affecting AGENCY
- ◆ Summary of existing AGENCY permits, coverage and terms

- ◆ Evaluation of streamlined permitting approaches and any bundling opportunities available to AGENCY
- ◆ Summary of compensatory mitigation options available
- ◆ An assessment of the anticipated benefits, range of costs, and schedule typically associated with each permit type including level of effort in implementation (e.g., level of monitoring or reporting typically required for various permit types)
- ◆ A proposed regulatory compliance strategy for the LTMP and HCP
- ◆ Evaluation of CEQA compliance needs and any necessary implementation for the LTMP conducted by Terry Rivasplata

### *Task 3.5. Confirm Permitting Approach (Completed)*

Under this task, CONTRACTOR will assist AGENCY in internal discussions as well as with NMFS and USFWS regarding approach to permit coverage for take of listed species under the HCP. The strategy may include a short-term (i.e., pre-HCP permitting) approach to only cover monitoring (directed research). CONTRACTOR will help AGENCY identify the key issues and the differences in positions on these issues.

Under this task, CONTRACTOR will also work with AGENCY and the Services to develop a charter (as described in the HCP Handbook) for NMFS and USFWS. The charter will provide a forum for agreement on how AGENCY and the Services are going to work together to develop the HCP.

This task will also consider the permitting approach for how state-listed species will be addressed by the HCP and how to involve CDFW in the development of the plan.

#### *Deliverables*

- ◆ Up to 6 meetings with AGENCY and NMFS/USFWS
- ◆ Confidential technical memo that outlines the issues considered
- ◆ Salinas River HCP Charter

### *Task 3.6. Develop Strategic Interim Monitoring Program (Completed)*

CONTRACTOR will work with AGENCY and NMFS to develop an interim monitoring approach for steelhead that targets the information most critical for developing the HCP. The memo will identify the key issues related to steelhead management, proposed monitoring methods, and expected outcome and uses for the collected data.

#### *Deliverables*

- ◆ Two meeting with AGENCY, and potentially NMFS
- ◆ Technical memo identifying proposed monitoring approach

### *Task 3.7 – Lagoon Delineation (Completed)*

A CONTRACTOR wetland delineator will review available project information, aerial photography, USFWS's National Wetland Inventory, California Rapid Assessment Method (CRAM) wetlands database, UGSG 7.5-minute quadrangles, and historical resources mapping in the project site to identify the boundaries of current and historical wetlands and waters of the U.S. in the project site. The desktop review will be used to produce a wetland and waters of the U.S. map identifying potentially jurisdictional locations under Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act. CONTRACTOR will conduct one (1) full-day wetland delineation (1 wetland delineator) of the project site. Once the field delineation is complete, CONTRACTOR will prepare a wetland delineation report documenting the findings, which will include a discussion on the jurisdictional nature of wetlands and waters of the U.S. identified in the project site.

As needed, CONTRACTOR will support AGENCY in submitting the final delineation to the U.S. Army Corps of Engineers (Corps) to request an approved jurisdictional determination. This task will include coordination with the Corps including one field verification meeting, if needed.

### Assumptions

- ◆ Access to the project site will be coordinated by AGENCY and approved by California State Parks prior to conducting the delineation.
- ◆ Limited agency coordination related to the wetland delineation verification process.

### Deliverables

- ◆ Wetland and waters of the U.S. map and wetland delineation report. A maximum of one (1) round of revisions of the wetland delineation report to address to AGENCY comments and one (1) final wetland delineation.

### Task 3.8 – Gabilan/Tembladero Watershed Assessment (Completed)

CONTRACTOR will provide an update on previous work in the watershed (primarily Casagrande et al. 2003 and Casagrande and Watson 2006a), and fill knowledge gaps that have been identified through review of existing documentation. Three different methods will be employed to evaluate aquatic habitat (with a focus on steelhead) in the watershed, including:

- ◆ Assess steelhead migration barriers through literature review and field verification. Work will include reviewing historical stream flow which will be examined through archived data from the “Gabilan Creek near Salinas” and “Reclamation Ditch near Salinas” stream gauges operated by U.S. Geological Survey (USGS).
- ◆ Assess aquatic habitat quality (water chemistry, discharge, benthic macroinvertebrate community, stream cover, in-stream shelter, etc.) through installation of water quality loggers.
- ◆ Evaluate presence of steelhead through eDNA sampling and analysis.

### Deliverables

- ◆ A draft report for review and comment by AGENCY
- ◆ A final report incorporating comments received

### Task 3.9 – Least Bell's Vireo Surveys (Completed)

CONTRACTOR will conduct targeted species monitoring for least Bell's vireo in suitable habitat along the mainstem of the Salinas River where accessible.

### Deliverables

- ◆ One draft and one final technical memo discussing the methods, analysis, and conclusions.

### Task 3.10 – Steelhead Approach for Re-operation Protocols

CONTRACTOR will characterize existing steelhead habitat conditions in the Salinas River and provide a summary of the flow conditions necessary to support one or more aspect of the steelhead life cycle downstream of the Nacimiento Dam. This task will result in a written description of the geologic setting of the Salinas Valley that addresses both geomorphic and hydrologic conditions impacting instream flows and steelhead passage within the project area. Work products are anticipated to identify what data gaps—if any—must be addressed in order to understand the flow requirements of steelhead and conditions of the system that support those flows.

Work will include a review of previous studies and relevant current research including but not limited to:

- ◆ The Salinas River LTMP regarding the historical and existing conditions of the Salinas River and its watershed
- ◆ The steelhead species account developed under task 4.1 during Phase 1
- ◆ The Salinas Valley Basin Groundwater Sustainability Plans (GSP)

- ◆ *Steelhead in the Salinas–Conceptual Model Outline* (Stillwater Sciences 2020)
- ◆ Fisheries and water quality monitoring report conducted for the 2007 Biological Opinion (BO)

This qualitative analysis will be supplemented with quantitative outputs from the USGS model of the Salinas River Groundwater Basin in development called the Salinas Valley Operational Model (SVOM) based on the Salinas Valley Integrated Hydrologic Model (SVIHM; USGS 2018) to provide a detailed description of reach-by-reach water budgets of various surface water flow regimes (e.g., by representative water type years, seasonal variation) throughout the period of record (e.g., 1949–2018). This analysis will also capture the spatial and temporal variation between reaches (e.g., why one reach may have substantive flow but another reach further down the system may be dry) and causes of such variation.

Information from the LTMP on specific geomorphic and hydrologic conditions impacting instream flows will be used as a starting point for this analysis, but additional work will be required to capture the annual and seasonal variations in stream flow. The SVOM will be used to provide reach-by-reach water budgets of surface water flow regimes throughout historical hydrologic periods. These historical reach-by-reach water budgets may be used to provide quantitative descriptions of flow conditions. The SVIHM simulates historic and present-day characteristics of the drainage system that can be used to characterize the environmental setting.

#### *Deliverables*

- ◆ Updated 10-Year Flow Report.
- ◆ Two drafts of a technical memorandum describing the proposed baseline and modeling to be done to estimate baseline conditions. The first draft of this memorandum will be circulated to AGENCY staff, NMFS, and technical experts for feedback on the proposed approach. The second draft will incorporate feedback.

#### *Task 3.11 – IRWM Groundwater Extraction*

CONTRACTOR will evaluate historical groundwater extractions in the Salinas Basin utilizing the SVOM and SVIHM to analyze effects of groundwater pumping on instream flows. CONTRACTOR will also complete a historical model run to compare a no pumping scenario to current conditions. Additional model runs may be implemented that compare a reduction in pumping against no pumping and/or current pumping levels.

#### *Deliverables*

- ◆ One draft and one final technical memo discussing the methods, analysis, and conclusions.

#### *Task 3.12 – Steelhead Surveys*

CONTRACTOR will conduct surveys for steelhead in targeted locations in the Salinas River mainstem, key tributaries, and/or the Salinas Lagoon. Specific survey requirements will depend on the requirements of the survey funding source.

#### *Deliverables*

- ◆ Final report on work conducted and findings.

#### *Task 3.13 – Goby Surveys*

CONTRACTOR will conduct surveys for tidewater goby in the Salinas Lagoon and adjacent geographies. Specific survey requirements will depend on the requirements of the survey funding source.

### Deliverables

- ◆ Final report on work conducted and findings.

#### Task 3.14 – Steelhead Passage Criteria

CONTRACTOR will re-evaluate steelhead passage flow criteria within the study area. Current river conditions will be assessed to identify areas of critical passage needs and evaluated to identify the flow necessary to provide for passage of adult and juvenile steelhead during the migration season(s). It is anticipated that drone technology using 3D mapping will be utilized to identify the critical passage areas with field verification as necessary. The final methodology will be determined with the consultant identified to assist with the project.

The purpose of this task is to re-evaluate the assumptions and resulting flow criteria used in the 2007 Biological Opinion and determine if the criteria require updating. The approach to this task will be to first identify stream reaches where passage by adult and juvenile steelhead may be limited by flows during migration, and second, to analyze one or more critical riffles within each reach to determine the flow criteria necessary to allow fish passage. Reaches will be identified through a combination of past research and field-based knowledge by staff, consultants, and regulators. Critical riffles will be identified using the following methods once confirmed with NMFS. Flow criteria (e.g., cubic feet per second, timing of flows) for steelhead passage over critical riffles derived from this task will be incorporated into the SVOM to simulate reservoir releases necessary for maintaining required streamflows for fish migration.

This task will identify physical passage requirements for different steelhead life stages in the lower Salinas and lower Arroyo Seco for inclusion as conservation measures in the HCP. This information will be used to re-evaluate passage flow thresholds (currently 260 cfs at Chualar for adult upstream migration) and revise the definition of connectivity between the lower Arroyo Seco and Salinas River based on physical passage requirements (currently 1 cfs).

### Deliverables

- ◆ One draft and one final technical memo discussing the methods, analysis, and conclusions.

#### Task 3.15 – Dam & Reservoir Fish Passage Feasibility Study

CONTRACTOR will develop a fish passage alternatives feasibility analysis for Nacimiento and San Antonio dams. Work will initiate with development of a draft Alternative Feasibility Study document outline for review by AGENCY prior to beginning development of content. Next, CONTRACTOR will compile the geographic/topographic and hydrologic setting of the project, dam engineering and operation details, and other background information necessary for the development of the analysis. This effort would draw primarily—if not entirely—from information previously gathered or developed for the Salinas River LTMP, Salinas River Steelhead Conceptual Model (Central Coast Salmon Enhancement 2020), and the Salinas Valley Integrated Hydrologic Model: Overview and Future Opportunities (Henson and Franklin 2020). CONTRACTOR will then develop an initial list of upstream and downstream passage concepts. The list will be based on a review of existing large-scale fish passage facilities and fish passage technologies, CONTRACTOR staff expertise, guidance from AGENCY, and others as directed by AGENCY. This list would be comprehensive and not constrained by site-specific physical characteristics or operational characteristics.

Further analysis and refinement of the initial list based on the compatibility of the concepts with site-specific conditions and proposed covered activities under the Salinas River HCP will then take place. This would include an assessment and discussion of other limiting factors that affect fish passage success, outside of the passage alternatives, such as non-native predatory fish species in the reservoirs, lack of flow vectors and attraction flows, and water quality. This task will conclude with identification of alternatives aligned with the conditions present at San Antonio and Nacimiento

Dams. CONTRACTOR will evaluate alternatives using a matrix and scoring process, resulting in a ranking of alternatives and recommended set of alternatives.

All analyses and outputs of this task will be finalized through production of a final passage alternatives feasibility report.

#### *Deliverables*

- ◆ Draft passage alternatives feasibility report.
- ◆ Incorporation of comments and development of final passage alternatives feasibility report.

#### *Task 3.16 – Habitat Assessments*

CONTRACTOR will conduct one or more habitat assessments for one or more covered species. At a minimum, CONTRACTOR will conduct a habitat assessment for steelhead in the upper watersheds of San Antonio and Nacimiento rivers. Specific survey requirements will depend on the requirements of the survey funding source.

#### *Deliverables*

- ◆ Final report on work conducted and findings.

### **Task 4– Prepare Historical and Baseline Conditions Assessment Report and HCP Framework**

#### *Task 4.1. Prepare Historical and Baseline Conditions Assessment Report (Completed)*

Based on data compiled and collected as part of Task 3, CONTRACTOR will develop an assessment of the historical and baseline conditions of the Salinas River watershed, including the San Antonio, Nacimiento, and Arroyo Seco Rivers. This assessment will inform development of the LTMP and HCP and will be based on and built on existing data, scientific literature, and models provided by AGENCY and publicly available information, as described in Task 3. The report will be developed in a manner that facilitates easy integration with the LTMP document and the HCP.

CONTRACTOR will review and build on the report *Historical Ecology Reconnaissance for the Lower Salinas River*, developed by the San Francisco Estuary Institute (SFEI) in 2009. This is an excellent foundation for the historic geomorphology, vegetation, and land uses in the lower Salinas River. As part of this task, CONTRACTOR will contact SFEI and explore whether funding may be available for them to expand this study to 1) include more of the Salinas River upstream of King City (where the 2009 report stops), 2) map historic vegetation based on historical data sources, and 3) help CONTRACTOR address key questions about the restoration potential along the river.

The assessment will account for fluctuations in water years, including AGENCY operations. New data and information developed or collected as part of Task 3.3 will be included in this assessment, as appropriate. This effort will culminate in a Historical and Baseline Conditions Assessment Technical Report. Information gathered as part of the Historical and Baseline Conditions Technical Report will be incorporated as background information in the LTMP (Task 5, below) and into the Existing Conditions chapter of the HCP (Phase 2).

#### *Deliverables*

- ◆ Review the 2009 *Historical Ecology Reconnaissance for the Lower Salinas River*, developed by SFEI in 2009
- ◆ Consult with SFEI to determine if the 2009 study can be expanded and brief memo documenting scope and budget for expansion
- ◆ Draft Historical and Baseline Conditions Assessment Technical Report (report and comments will be incorporated into the LTMP)
- ◆ A summary of historic and existing land use and management actions

- ◆ Physical conditions, including climate, geology, geomorphology, instream flow, surface runoff and erosion, groundwater, and linkages between these conditions
- ◆ A summary of current water quality conditions and contributing factors
- ◆ Biological conditions, including ecoregions, aquatic/terrestrial habitats, riparian habitat, special-status species, and habitat connectivity
- ◆ Linkages between physical and biological conditions
- ◆ Environmental pressures and stressors such as agriculture, development, dams/diversions, invasive species, recreation, infrastructure, and climate change

#### **Task 4 cont'd– HCP Strategic Planning**

AGENCY will be faced with many important decisions during HCP development. Many of these key decisions include issues that will be addressed in part during Phase 1, including which species will be covered, what activities will be covered, and what area the permit will cover. Nonetheless, preparation of an HCP document is a highly iterative process. To facilitate the learning process among participants and to provide for efficient decision making, CONTRACTOR will separately prepare and provide for review individual chapters or portions of the document, following a similar approach as the LTMP development process.

CONTRACTOR will work with AGENCY to determine the best approach to framing the critical information for HCP development to support decision making. In some cases, decisions will be introduced, framed, and documented through a standalone memo. In other cases, it may be more efficient to frame the topic and document the decision as a section of a draft chapter of the HCP. This approach will streamline developing the HCP and help provide context for reviewers.

CONTRACTOR proposes to use the following outline for the HCP. Some of these chapters are proposed for a partial or complete first draft as part of Task 4 deliverables.

- ◆ Executive Summary
- ◆ Chapter 1. Introduction
- ◆ Chapter 2. Environmental Setting
- ◆ Chapter 3. Covered Activities
- ◆ Chapter 4. Assessment of Take
- ◆ Chapter 5. Conservation Strategy
- ◆ Chapter 6. Conditions on Covered Activities
- ◆ Chapter 7. Monitoring and Adaptive Management Framework
- ◆ Chapter 8. Implementation and Assurances
- ◆ Chapter 9. Costs and Funding
- ◆ Chapter 10. Alternatives to Take
- ◆ Chapter 11. Literature Cited
- ◆ Chapter 12. List of Preparers
- ◆ Appendix A. Glossary
- ◆ Appendix B. Covered Species Accounts
- ◆ Appendix C. Hydrology Model Information
- ◆ Appendix D. HCP Cost Data and Model
- ◆ Appendix F. List of Acronyms

The following subtasks include CONTRACTOR's proposed strategic planning efforts by topic area.

#### ***Task 4.2. Confirm Covered Activities***

The HCP must identify the activities that could result in take of covered species and that will be covered by the plan. These covered activities should include all the activities, projects, or types of projects that AGENCY undertakes that could have an effect on federal listed species.

CONTRACTOR will assist AGENCY in developing the covered activities list and in determining which activities to specifically exclude from coverage. Work may include up to five days of site visits to see infrastructure or other resources that may be addressed in the HCP.

#### ***Deliverables***

- ◆ Meeting with AGENCY to finalize list of covered activities
- ◆ Draft and Final Memoranda describing the covered activities criteria, selection process, and data sources and a brief description of covered activities (a more detailed description will be developed in the covered activities chapter of the HCP)

#### *Task 4.3. Define Plan Area and Permit Area*

CONTRACTOR assumes that the HCP plan area will be similar to the LTMP study area. The plan area is the area analyzed in the development of the HCP, but it may include areas where covered activities will not occur. A permit area is also defined in an HCP. By definition, the HCP permit area will include all areas where covered activities and expected conservation actions will occur that have the potential to affect covered species. CONTRACTOR will develop the proposed plan area and permit area, if different, for the HCP. CONTRACTOR will begin by evaluating the LTMP study area as a possible plan area and the LTMP management area as a possible permit area.

##### *Deliverables*

- ◆ Draft and Final Memoranda recommending and describing the rationale for the HCP plan area and permit area
- ◆ Maps illustrating the proposed HCP plan area and permit area

#### *Task 4.4. Define Permit Term*

The permit term of an HCP is the length of time for which the ITPs are valid and during which Permittees may undertake activities covered by the permit. The permit term is also the time period in which all mitigation and conservation measures must be accomplished. Several factors are considered when selecting a permit term, including guidance from regulatory agencies, the time horizons of covered activity implementation, and the time necessary to implement the conservation strategy.

##### *Deliverables*

- ◆ Draft and Final Memorandum recommending and describing the rationale for the permit term

#### *Task 4.5. Confirm Covered Species*

Covered species are those species that will be listed on the ITP permits issued by USFWS and NMFS. This scope of work and cost estimate assumes that there will be up to 15 species covered by the HCP. This scope includes field surveys as needed and as budget allows. At a minimum, AGENCY and CONTRACTOR anticipate surveys for least Bell's vireo, steelhead, and tidewater goby.

##### *Deliverables*

- ◆ Draft and Final Memoranda describing the covered species criteria, selection process, special-status species considered, data sources, and proposed covered species list

#### *Task 4.6. Develop Species Accounts*

CONTRACTOR will prepare an ecological profile for each covered species that will be covered in the HCP. These species accounts provide an important foundation for the HCP impact analysis and conservation strategy.

Draft species accounts will be provided for review by, at a minimum, AGENCY, NMFS, and USFWS to ensure that they are complete and provide an adequate foundation for the HCP impact analysis and conservation strategy. These accounts will not be comprehensive compilations of all that is known about a species (i.e., not a treatise), but summaries of the important information needed to support an HCP. Species accounts will be included as an appendix to the HCP.

##### *Deliverables*

- ◆ Update if included in the LTMP or draft species accounts for each covered species using readily available information

#### *Task 4.7. Develop Species Habitat Distribution Models*

All HCPs are required to quantify the level of take authorization requested for each covered species. CONTRACTOR will quantify this level of take for most of the covered species in terms of acres of habitat lost or degraded as a result of covered activities. The primary tool for quantifying take will be a species habitat suitability model. Such a model has the advantage of predicting species' occurrences throughout the permit area in a consistent fashion for use in both the impact analysis and the conservation strategy. Habitat models for terrestrial species will be based on the land cover mapping conducted for the LTMP, in combination with other parameters such as elevation, habitat connectivity, soil type, proximity to different land cover types, and species movement distances.

For the covered fish, the habitat models will utilize existing hydrologic models and measures of habitat suitability. If possible, habitat suitability will be expressed in terms of easily-measured parameters such as water clarity, water depth, velocity, or temperature using a widely-accepted tool such as Habitat Suitability Index. The specificity and resolution of the habitat models will be limited to the specificity and resolution of the land cover GIS database, the design and intended use of the hydrologic models, and other existing GIS data. Models for some species may be partitioned into habitat uses such as breeding, foraging, and movement, if necessary and if adequate data are available. Final modeling methods and results will be incorporated into the species accounts.

Species models may not be feasible for all covered species because of a lack of understanding of species habitat requirements, insufficient data, habitat parameters that occur on a scale too fine to map regionally, or a combination of these factors. CONTRACTOR assumes that up to 12 species habitat distribution models will be developed for the HCP.

#### *Deliverables*

- ◆ Draft species habitat distribution models, including habitat parameters, which will also be added to the species accounts using existing land cover data

#### *Task 4.8. Assess Impacts and Level of Take*

The first step in assessing the level of take will be to evaluate each of the covered activities to identify the mechanisms that could result in direct or indirect impacts on covered species or any ESA-designated critical habitat (critical habitat must be evaluated because of the internal Section 7 consultation USFWS and NMFS will be conducting during permit processing). These impact mechanisms will be linked to each covered species in a matrix and narrative description.

The next step in the evaluation process is to identify the appropriate method for measuring levels of take (e.g., area of habitat affected, number of individuals or populations taken) for each covered species resulting from covered activities in the permit area. CONTRACTOR will quantify the level of take for terrestrial covered species in terms of acres of habitat lost or degraded. It is anticipated that the level of take for fish covered species will be quantified using the available hydrologic models and specific simulated conditions.

Species without habitat models, often including plants, may require a different, qualitative analysis of take, such as in terms of populations. Tracking impacts and conservation in terms of populations will ensure that impacts to covered plants are being minimized and mitigated to the maximum extent practicable (ESA standard). CONTRACTOR will also describe the potential indirect impacts to covered species in qualitative terms because indirect impacts (and the resulting take from indirect impacts) are difficult to quantify on a regional scale.

#### *Deliverables*

- ◆ Draft impact assessment for review by AGENCY and wildlife agencies
- ◆ Second draft impact assessment to be incorporated in the administrative draft HCP

#### *Task 4.9. Develop Biological Goals and Objectives*

Biological goals and objectives are a required element of an HCP. Biological goals are broad, guiding principles based on the conservation needs of the resources. Biological objectives are expressed as conservation targets or actions. Biological goals and objectives serve two important functions in an HCP—they act as a useful focus for the often-complex conservation strategy, and they provide the measurable, typically quantitative targets of the HCP that will be monitored during implementation. The biological goals and objectives will consider the regional conservation needs of the species as identified in the LTMP and HCP and will guide the development of conservation measures including avoidance, minimization, and mitigation measures.

CONTRACTOR will prepare goals and objectives for each covered species, by building upon the information developed for the LTMP and proposing draft goals and objectives for covered species for review by AGENCY, the wildlife agencies and the stakeholder group. Quantitative and/or qualitative goals and objectives for habitats associated with each covered species will also be incorporated. Species recovery plans with recovery goals and objectives have been developed by USFWS or NMFS for some of the covered species (e.g. Central Coast steelhead). These plans will be used to help develop the goals and objectives for the HCP covered species.

##### *Deliverables*

- ◆ Recommended draft goals and objectives for covered species on the final approved covered species list
- ◆ Second draft goals and objectives for covered species

#### *Task 4.10. Develop Conservation Strategy Framework*

CONTRACTOR will work with AGENCY, wildlife agencies, and the stakeholder group to develop a functional and practicable conservation strategy. CONTRACTOR's approach to the conservation strategy emphasizes laying solid groundwork on which the conservation measures will be built. CONTRACTOR will seek consensus on components of the conservation strategy as it is developed. By receiving agreement from the wildlife agencies and the stakeholder group, there will be much less chance of key elements of the conservation strategy being challenged later.

Much of the background information will be developed during Phase 1, including collection of historic and baseline conditions (Task 4), and conducting a data gap assessment (Task 3.2).

##### *Deliverables*

- ◆ One memorandum on alternative approaches and recommendations for conservation strategy structure. This information will inform development of preliminary draft Chapter 5 *Conservation Strategy*

#### *Task 4.11. Develop Conservation Strategy and Conservation Alternatives*

CONTRACTOR will develop habitat-level and species-level conservation measures to address conservation needs. These conservation measures will be adjusted or recombined to form different alternatives from which AGENCY, wildlife agencies, and the stakeholder group can identify the conservation strategy for inclusion in the administrative draft HCP.

Species-specific management measures will be developed that are practical, cost-effective, and clear. Sources used to develop the habitat and species conservation measures will include:

- ◆ USFWS Recovery Plans
- ◆ NMFS South-Central California Coast Steelhead Recovery Plan
- ◆ Practical management experience of local landowners and other local land managers

One key to successful implementation of the HCP will be developing partnerships with landowners, existing organizations, and other local agencies during Plan preparation to facilitate integration of the

HCP conservation strategy with existing and planned conservation and management activities in the Salinas River System. This approach will provide opportunities to share knowledge and resources during HCP implementation, thus reducing costs and increasing effectiveness.

As part of developing the conservation strategy for steelhead, CONTRACTOR will support AGENCY in developing re-operation protocols based on the results of the 10-year report—a compliance metric for the 2007 Biological Opinion—developed by AGENCY, SVOM simulations, policy decisions, and stakeholder feedback. To begin this work, CONTRACTOR will review the draft 10-year report and update the report to better inform the criteria that will be used to evaluate fish passage success and the overall health of the Salinas basin fish population with the intent of providing information to support HCP development.

Once relevant data is collected and reviewed, CONTRACTOR will support AGENCY in conducting multiple SVOM simulations to evaluate how alternative re-operation protocols affect desired multi-benefits, including steelhead habitat, outflows to the ocean, agricultural irrigation, and groundwater recharge. This task will be influenced by the outcomes of all the other tasks, including initial public outreach. Re-operation protocols will be simulated under a range of predicted climate scenarios. The re-operation protocols to be modeled will be limited in number and well defined. As part of this task, the re-operation protocols will be determined by AGENCY and consultants and vetted with the wildlife agencies before the re-operation protocols are simulated.

Preliminary cost estimates indicate budget is sufficient to evaluate three alternative re-operation protocols with three simulation runs each, assuming minor modification of each re-operation protocol simulation based on the results of the previous runs. Example alternative re-operation protocols may include the following.

1. Current flow prescription to establish baseline conditions.
2. “No operation” of the Nacimiento and San Antonio dams under current hydrologic conditions to provide information on the condition of the system if the covered activity of operating the dams was not undertaken.
3. Operation to manage for flood flows during winter months.
4. Up to three additional model runs for scenarios with modified release regimes that would benefit steelhead.

#### *Deliverables*

- ◆ Preliminary draft sections of the conservation strategy on habitat and species conservation measures based in part on opportunities identified in the LTMP
- ◆ Three draft alternative conservation strategies
- ◆ Draft conservation strategy chapter with the selected conservation strategy in detail (administrative drafts, draft, and final versions will be completed under Task 5)
- ◆ Technical memo with methods used and SVOM simulation results and recommended flow prescription

#### *Task 4.12. Develop Cost and Funding Plan*

As an initial component of this task, CONTRACTOR will prepare a brief paper (10-15 pages in length) addressing funding options to support decision making regarding potential covered activities. The brief paper will identify the types of covered activities that may be proposed for coverage by the HCP and identify the relationship to stakeholder benefits. Next, to determine the order of magnitude for funding requirements, CONTRACTOR will work with AGENCY to assign relative costs to the different types of covered activities identified in the first step. Finally, CONTRACTOR will compile a list of available financing mechanisms and identify which mechanisms could be used to fund different types of covered activities.

Once the covered activities are more settled, CONTRACTOR will develop a draft cost and funding plan for the HCP as required by the ESA, drawing on the initial work completed for the brief paper. Both NMFS and USFWS must make findings for permit issuance documenting the adequacy of the cost estimate and funding strategy. All costs of the Plan will be identified and estimated and CONTRACTOR will ensure that appropriate assumptions are used to develop estimates for the cost of:

- ◆ Implementing HCP conservation measures
- ◆ Conducting management and monitoring
- ◆ Implementing habitat restoration and remedial measures
- ◆ Facilitating land acquisition and due diligence (e.g., appraisals, pre-acquisition biological surveys, legal fees)
- ◆ Administering HCP implementation

CONTRACTOR will develop a detailed Excel cost model to document all of these costs in a way that can be easily updated and refined as the HCP evolves. CONTRACTOR will also develop the appropriate funding framework for the HCP based on impacts and the needs of the conservation strategy.

#### *Deliverables*

- ◆ List of cost assumptions for the economic cost model
- ◆ Draft Excel cost model (with updates periodically during plan development)
- ◆ Draft funding strategy
- ◆ Administrative draft of HCP Chapter 9, *Costs and Funding*

#### *Task 4.13. Prepare Monitoring and Adaptive Management Program*

Monitoring is an essential part of an HCP because it is the process by which the success or failure of the conservation actions is measured. Monitoring is also required by the ESA for all HCPs. CONTRACTOR will develop a thorough monitoring program for the HCP that builds on monitoring conducted to date. Monitoring will focus on three primary components:

- ◆ Compliance monitoring
- ◆ Effectiveness monitoring
- ◆ Status and trend monitoring

Adaptive management is the process by which information from monitoring is analyzed and interpreted to inform and improve future management. An adaptive management program will be developed that is linked to the monitoring program and meets the requirements of the ESA and 2016 HCP Handbook. The program will describe the structure of the process and guidelines for implementing it.

#### *Deliverables*

- ◆ Administrative draft of HCP Chapter 7, *Monitoring and Adaptive Management Framework*

#### *Task 4.14. Prepare Implementation Chapter, Including Requested Assurances, and Take Alternatives Chapter*

The implementation chapter of the HCP describes the “who” and “how” of the HCP. The implementation chapter of the HCP will describe key elements related to implementation, including:

- ◆ Which organization(s) will implement one or more of the conservation measures
- ◆ Structure and roles of the organization(s) that will implement the HCP
- ◆ Role of outside parties (e.g., regulatory agencies, scientists) in implementing the plan
- ◆ Timeline for implementation

- ◆ How conservation measures will be made permanent or durable for the duration of the permits (e.g., conservation easements)
- ◆ Reporting requirements to the regulatory agencies
- ◆ Standards and procedures for amending the plan or the permit, if necessary

Regulatory assurance is another important component of the implementation chapter of the HCP. The assurances section of the implementation chapter will describe several types of assurances including those requested by AGENCY of the regulatory agencies (e.g., no surprises, funding commitments, staff participation in implementation); those requested by the regulatory agencies of AGENCY (e.g., funding and implementation commitments); and, possibly, those requested by other groups (e.g., neighboring landowner protections). The assurances section will also include definitions and descriptions of changed circumstances, unforeseen circumstances, and remedial measures for changed circumstances presented in the HCP. CONTRACTOR will develop the assurances section to address the needs of AGENCY, the wildlife agencies, and interested stakeholders and to meet regulatory requirements.

CONTRACTOR will also develop the first working draft of the take alternatives chapter of the HCP. The alternatives evaluated will follow the regulatory requirements of the ESA, which requires that alternatives to take be examined. A broader discussion of alternatives will be left for the CEQA/NEPA documents.

#### *Deliverables*

- ◆ Administrative Draft of HCP Chapter 8 *Implementation*
- ◆ Administrative Draft of HCP Chapter 10 *Alternatives to Take*

### **Task 5 – Develop Long-Term Salinas River Management Plan**

CONTRACTOR will develop an LTMP for the Salinas River System including preparation of a document outline (Task 5.1), an administrative draft (Task 5.2), and public LTMP (Task 5.3).

#### *Task 5.1 – LTMP Annotated Outline (Completed)*

Based on the information collected, analyzed, and discussed with AGENCY and the SWG, CONTRACTOR will prepare an annotated LTMP Outline for review and approval by AGENCY. The LTMP Outline will be driven by the anticipated data needs of the LTMP, as well as the HCP (Phase 2) and CEQA/NEPA documents (Phase 3).

#### *Deliverables*

- ◆ Draft and final annotated LTMP Outline

#### *Task 5.2 – Administrative Draft LTMP (Completed)*

CONTRACTOR will prepare an Administrative Draft LTMP for the Salinas River System. Key components of the LTMP will be compiled as the administrative draft using the organization agreed to under Task 5.1, and as further refined through the stakeholder engagement process (Task 2) and AGENCY feedback. Expected key LTMP components include:

- ◆ Historical and Baseline Conditions
- ◆ Data Gap Assessment and Focused Studies
- ◆ Goals and Objectives. The LTMP will identify long-term management goals and objectives which will seek to address issues associated with the following subjects at a minimum:
  - Salinas River Stream Maintenance Program
  - Salinas River Lagoon (including steelhead and tidewater goby rearing habitat, flooding, and sandbar management)
  - Suitability of the OSR for steelhead migration
  - Opportunities for steelhead population enhancement

- ESA compliance for the AGENCY's O&M activities
- New project compliance with the ESA
- Improvement of minimum flows and water quality
- ◆ Project and Design Strategies
- ◆ Environmental Compliance Strategies
- ◆ Management Strategy
- ◆ Management Strategy Implementation

Technical appendices to the LTMP are anticipated to include, at a minimum:

- ◆ A summary table of the data gap assessment
- ◆ Technical documents related to any focused studies conducted (determined through Tasks 3.1 and 3.2)
- ◆ A comprehensive list of related projects

Preparation of the Administrative Draft LTMP will include an editorial review of the document in its entirety for consistency of format, terminology, and approach. CONTRACTOR will also incorporate feedback from stakeholders and the TDC on technical memoranda. The Administrative Draft LTMP will be available for review by AGENCY only, due to the limited time in Phase 1.

#### *Deliverables*

- ◆ Administrative Draft LTMP, including the technical appendices for AGENCY review

#### *Task 5.3 – Public LTMP (Completed)*

CONTRACTOR will revise the Administrative Draft LTMP to incorporate AGENCY's comments and prepare the Public LTMP. The Public LTMP may include recommendations for additional targeted studies or other analyses, the completion of which could result in the need to revise the LTMP at a future time. CONTRACTOR will produce a version of the LTMP that is print-ready.

#### *Deliverables*

- ◆ Public LTMP, including updates based on, and responses to, AGENCY comments

#### *Task 5.4. Review LTMP (Completed)*

As described in Task 5.3, the Public LTMP may include recommendations for additional targeted studies or other analyses. In addition, the development of the HCP or CEQA/NEPA documents (Phases 2 and 3) may reveal a potential need to include additional management actions in the LTMP. CONTRACTOR will work with AGENCY to identify and track these needs, and will update the LTMP as budget allows.

#### *Deliverables*

- ◆ Targeted revisions to the LTMP, including if applicable, technical appendices

### **Task 6 – Other Tasks**

#### *Task 6.1 – Develop Grant Applications for HCP Planning (Completed)*

With approval from AGENCY, CONTRACTOR will assist AGENCY in development of Section 6 Grant Applications to fund Phase 2 and Phase 3 of the scope of work. In addition, CONTRACTOR will assist AGENCY in identifying and applying for other grant funding to support completion of Phase 2 and Phase 3 work.

#### *Deliverables*

- ◆ Section 6 Grant Applications for submittal to CDFW by AGENCY (CDFW then submits selected grant applications to USFWS)
- ◆ Other grant applications as directed by AGENCY and as budget allows

### *Task 6.2 – Revised Scope of Work for HCP and CEQA/NEPA (Completed)*

Updated scope of work for the HCP and CEQA/NEPA documents (Phases 2 and 3), including the following:

- ◆ A work plan for completing Phases 2 and 3
- ◆ A detailed project schedule for the HCP and CEQA/NEPA documents
- ◆ A summary of key issues and recommended approaches for addressing the key issues
- ◆ A cost estimate for completing Phases 2 and 3

#### *Deliverables*

- ◆ Refined scope of work and cost estimate for Phases 2 and 3

### *Task 6.3. Prepare Grant Applications and Support Other Funding Opportunities*

Complex HCPs that address multiple issues such as resource management, restoration, and habitat enhancement are often competitive for a number of small and large grant programs. The Salinas River HCP may qualify for “Non-Traditional” or “Traditional” Section 6 grants, which provide funding for planning, habitat restoration, species status surveys, public education and outreach, captive propagation and reintroduction, nesting surveys, genetic studies, and development of management plans. The Salinas River HCP may also be highly competitive for Proposition 1 grants (currently offered through both CDFW and the California Coastal Conservancy) or the Reclamation Agricultural Water Conservation and Efficiency grant program.

CONTRACTOR will develop grant applications, including any grant scope amendments, to support development and/or implementation of the HCP or LTMP, as directed by AGENCY and as available budget allows.

#### *Deliverables*

- ◆ Up to three targeted grant applications as determined by AGENCY and as budget allows

### *Task 6.4. Prepare Other Regulatory Documents*

AGENCY is likely to require permits beyond the ITPs issued for the HCP, such as permits to support Clean Water Act compliance or Lake and Streambed Alteration Agreements. The scope and scale of the permits needed vary greatly and will depend on the projects AGENCY ultimately desires to be permitted. CONTRACTOR will work with AGENCY during HCP development to identify projects that will require additional permits and prepare additional regulatory documents that are designed to be consistent with, and in support of, the ESA ITPs. CONTRACTOR will develop permit documents, as directed by AGENCY and as available budget allows.

#### *Deliverables*

- ◆ Draft and final permit applications ready for submittal by AGENCY.

## **Task 7 – Develop Habitat Conservation Plan**

### *Task 7.1. Prepare 1st Administrative Draft HCP*

CONTRACTOR will prepare the 1st Administrative Draft HCP for review. Some of the administrative draft chapters will have been partially drafted through development of technical components (Task 4), but this task includes development of complete chapters as a single package. This entails completing details of the conservation program and other required components of the document. The 1<sup>st</sup> Administrative Draft will also include new components such as the Literature Cited chapter (Chapter 11), glossary (appendix), and all other technical appendices.

#### *Deliverables*

- ◆ 1st Administrative Draft HCP document (delivered electronically in Word and PDF)

### *Task 7.2. Prepare 2nd Administrative Draft HCP*

CONTRACTOR will revise the 1st Administrative Draft HCP to develop the 2nd Administrative Draft HCP based on comments received.

#### *Deliverables*

- ◆ 2nd Administrative Draft HCP document (delivered electronically in Word and PDF).

### *Task 7.3. Prepare Public Draft HCP*

CONTRACTOR will revise the 2nd Administrative Draft HCP to develop the Public Draft HCP based on comments received from AGENCY and wildlife agencies. Preparation of the Public Draft HCP will include an editorial review of the document in its entirety for consistency of format, terminology, and approach. This task includes development first of the Screencheck Draft HCP, which allows AGENCY and wildlife agencies to confirm all final edits.

#### *Deliverables*

- ◆ Two (2) Screencheck Draft HCP documents (delivered electronically in Word and PDF);  
1 with track changes, 1 clean copy
- ◆ Public Draft HCP document (delivered electronically in Word and PDF)

### *Task 7.4. Prepare Response to Public Comments and Develop Strategy to Finalize*

Developing responses to comments received during the public review period is primarily a task for CONTRACTOR's CEQA/NEPA team. CONTRACTOR's HCP team will develop draft responses to comments on the HCP and transmit those responses to USFWS and NMFS for the CEQA/NEPA team to incorporate into the Final CEQA/NEPA document. This is also a period in which the HCP may change in substantive ways, and these changes will require AGENCY to review, deliberate, and decide on how to address the comments. CONTRACTOR will support AGENCY in this effort and work closely with AGENCY to update the HCP.

Once the scope of the responses to comments has been determined, CONTRACTOR will conduct one workshop with the stakeholder group to explain AGENCY's proposed approach to revising and finalizing the HCP.

#### *Deliverables*

- ◆ Response to Comments document (delivered electronically in Word to USFWS and NMFS for incorporation into the CEQA/NEPA document by CONTRACTOR's CEQA/NEPA team)
- ◆ Preparation of workshop materials, including agenda, presentation, and meeting minutes

### *Task 7.5. Prepare Administrative Final HCP*

Based on the approach to responding to comments determined in Task 7.4, CONTRACTOR will revise the Public Draft HCP to develop the Administrative Final HCP for review. The Administrative Final HCP will use the track changes feature to allow decision makers and stakeholders to see how their comments have been incorporated.

#### *Deliverables*

- ◆ Administrative Final HCP document (delivered electronically in Word and PDF)

### *Task 7.6. Prepare Final HCP*

CONTRACTOR will revise the Administrative Final HCP to first develop the Screencheck Final HCP and then the Final HCP based on comments received. CONTRACTOR will prepare two versions of the Screencheck Final, one version with track changes and another clean copy. CONTRACTOR will revise the Screencheck Final HCP to develop the Final HCP. CONTRACTOR will prepare two

versions of the Final Draft, one internal-only version with track changes and another clean copy for public distribution. The clean copy will be developed to be print ready.

#### *Deliverables*

- ◆ Two (2) Screencheck Final HCP documents (delivered electronically in Word and PDF);  
1 with track changes, 1 clean copy
- ◆ Final HCP document (delivered electronically in Word and PDF)

#### *Task 7.7. Prepare Material to Support Federal Decisions*

CONTRACTOR will prepare technical materials to support NMFS and USFWS decision documents for permit issuance, as requested by those agencies. Both NMFS and USFWS must prepare a Biological Opinion and a set of ESA Findings. Based on new ESA Section 7 regulations (from 2018), the Biological Opinion for the HCP may incorporate by reference extensive material in the HCP instead of repeating it (as was commonly done in the past). However, NMFS and USFWS may still benefit from technical assistance from CONTRACTOR to provide material from the HCP packaged and formatted to support the Biological Opinion.

#### *Deliverables*

- ◆ Technical material from the HCP repackaged and formatted to support NMFS and USFWS decision documents, if requested

#### *Task 7.8. Prepare Low-Effect HCP for Lagoon and Sandbar Management*

CONTRACTOR will collaborate with AGENCY staff to complete development of a low effect HCP for lagoon and sandbar management associated with managing flooding in the Salinas Lagoon. CONTRACTOR will build the low effect HCP using as much information as feasible from the existing Salinas River LTMP and draft sections of the Salinas River HCP. CONTRACTOR will supplement and complete the analysis for the low effect HCP based on discussions with AGENCY and USFWS. The majority of this technical work will be incorporated into the Salinas River HCP.

As directed by AGENCY, CONTRACTOR will prepare a categorical exemption (CE) under the California Environmental Quality Act (CEQA) for the Salinas River Lagoon and Sandbar Management Low Effect HCP. CONTRACTOR will prepare a brief CE document that explains why the project does not trigger exceptions to the CE and would not result in any significant impacts. Documentation will be enough to provide a clear administrative record supporting AGENCY's project decisions.

In addition to the categorical exemption document, CONTRACTOR will prepare a "mini"-initial study checklist, from CEQA Guidelines Appendix G, that briefly documents why the project would not result in potentially significant impacts or require mitigation measures to reduce potentially significant impacts. This step will occur prior to preparing the CE document to confirm that none of the requirements for use of a CE would be violated and to confirm with AGENCY the level of risk involved or other considerations before proceeding.

Should AGENCY proceed with preparation of a CE, CONTRACTOR will prepare a draft version for review by AGENCY and will revise the CE document based on the draft comments. This scope of work assumes 2, 1-hour meetings with AGENCY to approve the approach and review comments on the draft document.

Once a final CE is finalized, CONTRACTOR will prepare a notice of exemption (NOE) for AGENCY to file with the county clerk, should MCWRA decide to file a notice. The notice will include a brief description of the project, a finding that the project is exempt, citations to the applicable exemption and a brief statement of reasons supporting the finding of exemption.

This scope of work assumes use of the current low effect HCP documentation and materials. Materials for use in the CE document will be independently reviewed for accuracy and for adequacy

to meet CEQA requirements. Should AGENCY determine that an Initial Study/Mitigated Negative Declaration is the preferred CEQA documentation for the low effect HCP, additional funding would be required.

This task also includes time for project management and agency coordination specific to the low-effect HCP.

### *Assumptions*

- ◆ Agency Draft will require two rounds of review and revision

### *Deliverables*

- ◆ Second Administrative Draft HCP (electronic) for AGENCY to review
- ◆ Agency Draft HCP and Low Effect HCP Screening Form (electronic) for USFWS review
- ◆ Public Draft HCP (electronic)
- ◆ USFWS HCP application form
- ◆ Draft Federal Register notice of the categorical exclusion and availability of the Public Draft HCP
- ◆ Final HCP
- ◆ "Mini" Initial Study Checklist
- ◆ Draft and Final CE Documents

## **Task 8 – Develop CEQA and NEPA Documents**

### *Task 8.1 – Develop CEQA/NEPA Strategy*

CONTRACTOR will work with AGENCY, USFWS, and NMFS to develop the strategy for developing the CEQA and NEPA compliance documents. A first step in this process will be development of a memorandum to summarize key information, provide guidance on timing, and identify issues requiring resolution. Key questions to resolve include which federal agency will be lead agency for NEPA, the type of CEQA and NEPA document needed, and if the environmental documents should be combined or stand-alone. This task will also support early-stage coordination between CONTRACTOR, AGENCY, USFWS, and NMFS in resolving these questions.

### *Deliverables*

- ◆ Draft and final version of a technical memorandum addressing the subject.

### *Task 8.2 – Project Management and Meetings*

The success of the joint CEQA/NEPA documents will depend in large part on frequent and effective communication between CONTRACTOR, AGENCY, and NMFS, and, to a lesser degree, USFWS based on the current understanding that NMFS will be the lead federal agency. CONTRACTOR's scope of work provides for monthly meetings between CONTRACTOR, AGENCY staff, and NMFS staff to facilitate this process. Additional meetings may also be included to address specific concerns or topics. One such meeting will be an CEQA/NEPA kickoff meeting with AGENCY, NMFS, USFWS, and other appropriate participants to identify the relevant information applicable to the HCP as a basis for the CEQA/NEPA documents, develop protocols for communication, confirm or refine the CEQA/NEPA scope of work, and refine the project schedule to reflect the status of the HCP. A key outcome of the kickoff meeting will be the establishment of a mutual understanding of the CEQA/NEPA objectives and key issues. A summary of anticipated meetings is included below.

Also included under this task is a project management budget associated with project oversight, budget and schedule coordination and control, assistance with monthly invoice preparation and review, and team oversight and guidance.

Meeting	No. Mtgs Assumed	Contractor Staff in Attendance (% of Meetings)	Est. Hrs per Mtg <sup>1</sup>	Notes
Monthly CEQA/NEPA Management Meeting	24 <sup>2</sup>	Project Manager (100%) Technical Staff (50%)	2	Meetings are assumed to occur remotely.
CEQA/NEPA Specific Issue Meetings	5-10 <sup>2</sup>	Project Manager (100%) Technical Staff (50%)	2	One (1) in person kick-off meeting in Salinas and 10 issue-specific remote meetings.
Alternatives Development Meetings with the Lead and Cooperating Agencies <sup>3</sup>	1-3	Project Manager (100%) Deputy Project Manager (100%)	2	Meetings are assumed to occur remotely.
Public Scoping Meeting	2	Project Manager Deputy Project Manager	2	Assumed to occur in Salinas and South County
Public Meeting on Draft CEQA/NEPA	2	Project Manager Deputy Project Manager	2	Assumed to occur in Salinas and in South County.
Board of Supervisors Certification Hearing on Final EIR	2-4+	Project Manager	2	Assumed to occur in Salinas.
<b>Total</b>	<b>34-45+</b>			
<sup>1</sup> Does not include preparation and travel time. The cost estimate assumes most meetings will be attended by two CONTRACTOR staff. <sup>2</sup> Assumes review over a 24-month period. <sup>3</sup> The cost of these meetings is captured under Task 8.5.				

### Deliverables

- ◆ Meeting agendas and notes, as needed

### Task 8.3 – NOP/NOI and Public Scoping Meeting

CONTRACTOR will draft a Notice of Preparation (NOP) and Notice of Intent (NOI). The NOP/NOI will include a general description of the HCP, potential alternatives, and a preliminary list of issues to be addressed in the CEQA/NEPA documents. CONTRACTOR will submit the NOP to the County Clerk and provide a copy of the NOI to NMFS for submittal to the Federal Register. The NOI requires review and approval by NMFS prior to publication in the Federal Register. Because this process can take up to three months or more, CONTRACTOR will expedite review of the NOI through active coordination with NMFS staff and by addressing NMFS' comments in a timely manner.

As required under CEQA and NEPA, CONTRACTOR will hold two scoping meetings to solicit comments on the scope of the CEQA/NEPA, one in Salinas and one in the South County (location to be determined). Key staff from CONTRACTOR'S CEQA/NEPA team and CONTRACTOR'S HCP team will attend the scoping meetings and be available to answer questions regarding the CEQA/NEPA documents and HCP. CONTRACTOR will plan and facilitate these meetings with assistance from AGENCY, including preparation of the agenda, the PowerPoint presentation, and materials such as sign-in sheets, handouts, displays as needed, and comment cards. CONTRACTOR will provide minutes and documentation of the scoping meetings that summarize the issues raised by the public in an Environmental Scoping Memorandum.

### Deliverables

- ◆ Draft and Final NOP and NOI
- ◆ Meeting planning, including facilities and equipment, agenda, and PowerPoint presentation
- ◆ Scoping meeting materials, including sign-in sheets, handouts, comment cards, and poster boards
- ◆ Environmental Scoping Memorandum

### Task 8.4 – Data Gathering and Data Needs Assessment

CONTRACTOR's CEQA/NEPA technical team will review the available background materials to assess where data may be adequate or inadequate to support the CEQA/NEPA analysis. Based in part on the LTMP Data Gap Assessment (Task 3.2), CONTRACTOR will provide a memorandum describing data gaps, if any, relevant to the CEQA/NEPA analysis. The memorandum will list background materials provided, materials to be provided by AGENCY and NMFS or USFWS, and materials to be acquired from other sources.

#### Deliverables

- ◆ Memorandum describing any data gaps relevant to the CEQA/NEPA analysis

### Task 8.5 – Prepare Draft Chapters of the CEQA/NEPA Documents

CONTRACTOR will prepare preliminary drafts of the CEQA/NEPA chapters described below. Preliminary draft CEQA/NEPA chapters will be submitted to AGENCY and NMFS for review prior to assembling the Administrative Draft document.

Chapter 1, *Purpose and Need*, will provide a brief overview of the HCP; the inventory area; the CEQA and NEPA lead agencies; the decisions to be made; and the uses of the CEQA/NEPA documents by AGENCY, NMFS, and the responsible, trustee, and cooperating agencies. This chapter will fulfill both the requirements of NEPA (i.e., explain the need for and the purpose of the Lead Agency action) and requirements of CEQA (i.e., Statement of Objectives, including the underlying purpose of the project).

Chapter 2 of the CEQA/NEPA documents will describe the Proposed Action/Project (approval and implementation of the proposed HCP), the No Action/No Project alternative, and up to two Action/Project alternatives.

Chapter 3, *Environmental Setting, Impacts, and Mitigation Measures*, will focus on the effects of implementation of the project alternatives on resources. Each resource section will begin with a description of the setting for each resource topic, which will provide the baseline for comparison of the impacts from the proposed project/action. Each resource section will include a concise description of the methodology used in the impact analysis and the standards used to determine whether an impact is significant. The standards of significance will be based on guidance from CEQA (including Appendix G of the CEQA Guidelines), NEPA (40 CFR 1508.27), Council on Environmental Quality regulations on implementing NEPA, and Department of Commerce and Department of Interior regulations on implementing NEPA. The methodology for development of mitigation measures will also be described. The impact analysis for each resource will assess the direct, indirect impacts (including beneficial and adverse) and cumulative impacts that will result from each alternative. The cumulative impacts analysis will consider reasonably foreseeable projects and planning efforts.

A preliminary list of resource topics anticipated to be addressed in the CEQA/NEPA documents include the following:

- ◆ Biological Resources
- ◆ Hydrology and Water Quality
- ◆ Agricultural Resources
- ◆ Cultural Resources
- ◆ Geology, Soils, and Mineral Resources. Recreation
- ◆ Public Services and Utilities
- ◆ Air Quality
- ◆ Greenhouse Gases (GHGs) and Climate Change
- ◆ Land Use Planning and Consistency
- ◆ Population and Housing

- ◆ Transportation
- ◆ Socioeconomics/Environmental Justice
- ◆ Noise and Vibration
- ◆ Aesthetics

In addition to the sections described above, the CEQA/NEPA documents will include the following additional introductory and conclusory sections:

**Cover Sheet** that includes lead agencies and CEQA responsible agency; the title of the document; the project location; name, address, and telephone number of each lead agency contact person; one paragraph abstract; and date comments must be received and information on where to submit them.

**Executive Summary** that will include the major conclusions of the CEQA/NEPA documents; a table summarizing the no-action and the action alternatives, including the impacts; mitigation measures presented in the document; a summary of issues raised by the public; areas of controversy, and issues to be resolved including the choice among alternatives.

**Table of Contents** that clearly depicts the structure of the document, including appendices.

**Introduction** that clearly directs the reader on how to find information in the document. The Introduction will provide a brief overview of the plan area, explain the roles of the CEQA and NEPA lead agencies and the legal authorities guiding each, and explain the relationship between the HCP and the CEQA/NEPA documents. This section will also describe the scope and intent of the CEQA/NEPA documents.

**Cumulative impacts** of the proposed action. Cumulative impacts will be assessed based on specific criteria for cumulative projects established at the outset of the analysis. The cumulative analysis will consider any major projects currently under review by AGENCY.

The CEQA/NEPA documents will also include a list of agencies and persons contacted, references, a list of preparers, acronyms and glossary, and technical appendices, as needed to support the CEQA/NEPA analysis.

### *Assumptions*

- ◆ The cumulative impacts analysis will consider reasonably foreseeable projects and planning efforts.
- ◆ It will not be necessary to update data, fill data gaps, or improve mapping resolutions for biological resources addressed in the HCP as part of the CEQA/NEPA scope due to the thorough nature of the biological data collected to date.
- ◆ The water quality analysis will be based on existing data and information developed in support of the LTMP and HCP.
- ◆ CONTRACTOR cultural staff will not conduct any new field surveys, site identification, or historic properties evaluations to support the cultural resource analysis.
- ◆ All covered activities would be consistent with the County General Plan policies and would be subject to cultural resource mitigation measures such that the impacts would be adequately mitigated.
- ◆ Under CEQA, compliance with Assembly Bill 52, which requires consultation with California Native American tribes, would also be required. This scope of work assumes that AGENCY would conduct this consultation; however, CONTRACTOR will provide support to AGENCY by drafting consultation letters and responding to comments from the tribes.
- ◆ Air quality issues will be limited mostly to PM<sub>10</sub> emissions from construction or operation and maintenance, and there will be no need for emissions modeling. Quantitative assessments for air quality and GHG emissions are not included.
- ◆ Traffic modeling will not be required for the scale of impacts associated with the HCP.
- ◆ Site reconnaissance and visual rendering or photo simulations will not be needed to perform the aesthetic analysis. CONTRACTOR assumes that existing photographic

documentation will be made available by others or collected remotely from existing sources.

#### *Deliverables*

- ◆ Preliminary draft of Chapter 1, *Purpose and Need*, of the CEQA/NEPA documents for review by AGENCY and NMFS
- ◆ Three meetings to formulate 2 action alternatives for analysis
- ◆ Preliminary draft of Chapter 2, *Proposed Plan and Alternatives*, of the CEQA/NEPA document by email for review by AGENCY and NMFS
- ◆ Preliminary draft of Chapter 3, *Environmental Setting, Impacts, and Mitigation Measures*, of the CEQA/NEPA documents for review by AGENCY and NMFS
- ◆ Preliminary drafts of the cover sheet, executive summary, table of contents, introduction, and cumulative impacts analysis of the CEQA/NEPA documents for review by AGENCY and NMFS

#### *Task 8.6 – 1<sup>st</sup> Administrative Draft CEQA/NEPA Document*

Following review of the CEQA/NEPA components described in 8.5 above, complete Administrative Draft CEQA/NEPA documents will be prepared and submitted to the lead agencies for review and comment. Preparation of the Administrative Draft will include a review of the document in its entirety for consistency of format, terminology, and approach.

#### *Deliverables*

- ◆ 1<sup>st</sup> Administrative Draft CEQA/NEPA documents, including the technical appendices

#### *Task 8.7 – 2<sup>nd</sup> Administrative Draft CEQA/NEPA Document*

CONTRACTOR will revise the 1<sup>st</sup> Administrative Draft CEQA/NEPA document to develop the 2<sup>nd</sup> Administrative Draft based on comments received.

#### *Deliverables*

- ◆ 2<sup>nd</sup> Administrative Draft CEQA/NEPA documents, including the technical appendices

#### *Task 8.8 – Public Draft CEQA/NEPA Document*

Following review and response to lead agency comments on the Administrative Draft CEQA/NEPA documents, Screencheck Draft CEQA/NEPA documents will be prepared and submitted to the lead agencies for review and comment.

Following review and response to lead agency comments on the Screencheck Draft, Public Draft CEQA/NEPA documents will be prepared and circulated for review.

CONTRACTOR will also prepare a Notice of Completion and Notice of Availability for publication by the CEQA and NEPA lead agencies, respectively. These documents will include information on the dates of the comment period, location of review copies, public meeting dates, and information on where to direct comments.

#### *Deliverables*

- ◆ Screencheck Draft CEQA/NEPA documents, including the technical appendices
- ◆ Draft Notice of Completion and Notice of Availability
- ◆ Public Draft CEQA/NEPA documents, including the technical appendices

#### *Task 8.9 – Public Comment Meeting and Response to Comments*

CONTRACTOR will organize, prepare for, and facilitate two public meetings on the Draft CEQA/NEPA documents, one in Salinas and one in South County. CONTRACTOR will also prepare

notices and meeting materials to support the public meetings and retain a professional videographer to record the meetings.

All comments received during the public review period for the Draft CEQA/NEPA documents will be logged and coded, and appropriate responses will be developed. Through the comment coding process, CONTRACTOR will identify specific comments that require input from CONTRACTOR's HCP team, AGENCY, or NMFS. Response to comments will be provided to the lead agencies for one round of review prior to being finalized. The response to comments will be included in the Final CEQA/NEPA documents.

#### *Deliverables*

- ◆ Two (2) public meetings on draft CEQA/NEPA documents
- ◆ Summary of comments received at public meetings in Word and PDF format
- ◆ Draft and Final Responses to Comments

#### *Task 8.10 – Administrative Draft Final CEQA/NEPA*

Following completion of the responses to public comments, CONTRACTOR will begin drafting CEQA/NEPA document text changes in response to comments. The Administrative Draft Final CEQA/NEPA documents will comprise:

- ◆ The complete Draft CEQA/NEPA documents, including technical appendices (as modified in response to comments received) with text changes shown in strike-out and underline
- ◆ A table of commenters, copies of the comment letters, and responses to individual comments (including master responses, if appropriate)
- ◆ The mitigation monitoring and reporting plan (MMRP)

#### *Deliverables*

- ◆ Administrative Draft Final CEQA/NEPA Documents

#### *Task 8.11 – Prepare and Distribute Final CEQA/NEPA Documents*

CONTRACTOR will revise the Administrative Draft Final CEQA/NEPA documents based on comments from AGENCY and NMFS and will prepare Screencheck Final CEQA/NEPA documents for final review by AGENCY and NMFS.

CONTRACTOR will revise the Screencheck Final documents based on comments from AGENCY and NMFS and prepare the Final CEQA/NEPA documents for distribution. CONTRACTOR will prepare the associated decision documents (see Task 8.12).

The Final CEQA/NEPA documents will be distributed by CONTRACTOR to all commenters on the Public Draft CEQA/NEPA documents and all those who have shown interest in receiving the final documents, including the affected agencies.

#### *Deliverables*

- ◆ Screencheck Final CEQA/NEPA documents
- ◆ Paper copies (including all appendices) of the Final CEQA/NEPA documents (number to be determined)
- ◆ PDF and Word Files of the Final CEQA/NEPA documents for AGENCY records

#### *Task 8.12 – Prepare CEQA/NEPA Decision Documents and Approval Process Support*

CONTRACTOR will assist AGENCY with preparation of CEQA decision documents, including Findings of Fact and Statement of Overriding Considerations, if necessary; the MMRP; and the Notice of Decision. CONTRACTOR will also assist NMFS and USFWS with their NEPA Records of Decision (RODs), including alternatives considered, environmental analysis, comments on the

CEQA/NEPA, and mitigation. It is assumed that NMFS and USFWS will publish their RODs in the Federal Register. Furthermore, CONTRACTOR will support AGENCY in preparation of materials for public hearings and Board of Supervisors meetings. CONTRACTOR is available to attend meetings upon request from AGENCY.

#### *Deliverables*

- ◆ Draft and final CEQA and NEPA decision documents

**EXHIBIT B - REVISED (BUDGET)**

Work Plan Task Number and Name	Identified Funding	Funding Mechanism to be Determined	Total Task Budget
<b>Task 1– Program Management and Meetings</b>			
Task 1.1– LTMP Project Management and Meetings	\$ 95,217.56	\$ -	\$ 95,217.56
Task 1.2 - Strategic Planning and HCP Proj. Mgmt. and Meetings			
Subtask 1.2.1– Phase 2 (3/19 thru 2/22)	\$ 96,971.47	\$ -	\$ 96,971.47
Subtask 1.2.2– FY19 Grant (3/22 thru 3/24)	\$ 140,000.00	\$ 28,000.00	\$ 168,000.00
FY21 Grant PM and Meetings (4/24 thru 11/25)	\$ -	\$ 145,000.00	\$ 145,000.00
Future PM and Meetings (12/25 - 06/28)	\$ -	\$ 197,000.00	\$ 197,000.00
Task 1.3 - Grant Administration and Management	\$ -	\$ 30,000.00	\$ 30,000.00
<b>Task 2– Stakeholder Engagement and Participation</b>			
Task 2.1 – Stakeholder Issue Asses./Refine Process	\$ 13,866.92	\$ -	\$ 13,866.92
Task 2.2 – Establish and Facilitate TDC and SWG	\$ 54,818.53	\$ -	\$ 54,818.53
Task 2.3 – Facilitate Stakeholder Planning Group	\$ 40,460.93	\$ -	\$ 40,460.93
Task 2.4 – Design and Implement Public Outreach Program	\$ 47,386.25	\$ -	\$ 47,386.25
Task 2.5 – HCP Training Workshops	\$ 8,558.75	\$ -	\$ 8,558.75
Task 2.6– Continue Facilitating Working Groups	\$ -	\$ -	\$ -
Task 2.7– Continue Facil. Stakeholder Planning Group	\$ 552.34	\$ -	\$ 552.34
Task 2.8 – Public Outreach Program	\$ 219,785.82	\$ -	\$ 219,785.82
Task 2.9– Support CEQA/NEPA Public Meetings	\$ 12,500.00	\$ -	\$ 12,500.00
<b>Task 3– Data Gathering and Strategic Planning</b>			\$ -
Task 3.1 – Internal Project Scoping Workshop	\$ 26,066.60	\$ -	\$ 26,066.60
Task 3.2 – Data Gap Assessment	\$ 25,766.25	\$ -	\$ 25,766.25
Task 3.3 – Priority Data Collection and Focused Studies	\$ 7,883.95	\$ -	\$ 7,883.95
Task 3.4 – Initial Permitting Strategy	\$ 6,176.25	\$ 75,000.00	\$ 81,176.25
Task 3.5– Confirm Permitting Approach	\$ 1,266.90	\$ -	\$ 1,266.90
Task 3.6– Devel. Strategic Interim Monitoring Pgm.	\$ 5,981.74	\$ -	\$ 5,981.74
Task 3.7– Lagoon Delineation	\$ 17,413.46	\$ -	\$ 17,413.46
Task 3.8– Gabilan/Tembladero Watershed Assessment	\$ 91,690.89	\$ -	\$ 91,690.89
Task 3.9– Least Bell's Vireo Surveys	\$ 17,494.77	\$ -	\$ 17,494.77
Task 3.10– Steelhead Approach for Re-operation Protocols	\$ 79,636.07	\$ -	\$ 79,636.07
Task 3.11– Groundwater Extraction	\$ 135,000.00	\$ 100,000.00	\$ 235,000.00
Task 3.12– Steelhead Surveys	\$ 48,000.00	\$ -	\$ 48,000.00
Task 3.13– Goby Surveys	\$ 20,000.00	\$ -	\$ 20,000.00
Task 3.14– Steelhead Passage Criteria	\$ 175,000.00	\$ -	\$ 175,000.00
Task 3.15– Dam & Reservoir Fish Passage Feasibility Study	\$ 45,000.00	\$ -	\$ 45,000.00
Task 3.16– Habitat Assessments			
Subtask 3.16.1– Upper Watershed habitat assessment	\$ 35,000.00	\$ -	\$ 35,000.00
Subtask 3.16.2– Rearing/spawning habitat assessment	\$ -	\$ 65,000.00	\$ 65,000.00
<b>Task 4– Hist./Baseline Cond. Assess. and HCP Framework</b>			\$ -
Task 4.1 – Historical and Baseline Conditions Assess. Report	\$ 224,381.07	\$ -	\$ 224,381.07
Task 4.2– Covered Activities	\$ 85,016.30	\$ 20,000.00	\$ 105,016.30
Task 4.3– Define Permit Area	\$ 8,412.06	\$ -	\$ 8,412.06
Task 4.4– Define Permit Term	\$ 2,802.11	\$ -	\$ 2,802.11
Task 4.5– Confirm Covered Species	\$ 16,551.24	\$ -	\$ 16,551.24
Task 4.6– Devel. Species Accounts	\$ 27,372.41	\$ -	\$ 27,372.41
Task 4.7– Devel. Species Habitat Distribution Models	\$ 42,038.12	\$ 50,000.00	\$ 92,038.12
Task 4.8– Assess Impacts and Level of Take	\$ 85,065.58	\$ -	\$ 85,065.58

**Exhibit B - REVISED (BUDGET)**

<b>Work Plan Task Number and Name</b>	<b>Identified Funding</b>	<b>Funding Mechanism to be Determined</b>	<b>Total Task Budget</b>
Task 4.9– Devel. Biological Goals and Objectives	\$ 20,441.57	\$ -	\$ 20,441.57
Task 4.10– Develop Conservation Strategy Framework	\$ 41,288.99	\$ -	\$ 41,288.99
Task 4.11– Conservation Strategy and Alternatives			
Subtask 4.11.1– Cons. Strategy & Alternatives	\$ 1,035.47	\$ 25,000.00	\$ 26,035.47
Subtask 4.11.2– Modeling Re-Operation Protocol	\$ 390,000.00	\$ -	\$ 390,000.00
Task 4.12– T4 FY19 Sect 6 Devel. Cost and Funding Plan	\$ 80,000.00	\$ -	\$ 80,000.00
Task 4.13– T4 FY19 Sect 6 Prepare Mon. & Adaptive Mgmt. Pgm.	\$ 80,000.00	\$ -	\$ 80,000.00
Task 4.14– T4 FY19 Sect 6 Prepare Implementation Chapter	\$ 60,000.00	\$ -	\$ 60,000.00
<b>Task 5– Long-Term Salinas River Management Plan</b>			
Task 5.1 – LTMP Annotated Outline	\$ 7,975.00	\$ -	\$ 7,975.00
Task 5.2 – Administrative Draft LTMP	\$ 164,922.58	\$ -	\$ 164,922.58
Task 5.3 – Public LTMP	\$ 22,111.25	\$ -	\$ 22,111.25
Task 5.4– Review LTMP	\$ -	\$ -	\$ -
<b>Task 6– Other Tasks</b>			
Task 6.1 – Develop Grant Applications for HCP Planning	\$ 1,363.75	\$ -	\$ 1,363.75
Task 6.2 – Revised Scope of Work for HCP and EIR/EIS	\$ 442.50	\$ -	\$ 442.50
Task 6.3– Prepare Grant Apps. and Other Funding Opps.	\$ 22,490.17	\$ 20,000.00	\$ 42,490.17
Task 6.4– Prepare Other Regulatory Documents	\$ -	\$ 100,000.00	\$ 100,000.00
<b>Task 7– Develop Habitat Conservation Plan</b>			
Task 7.1– Prepare 1st Administrative Draft HCP	\$ 245,494.08	\$ -	\$ 245,494.08
Task 7.2– Prepare 2nd Administrative Draft HCP	\$ 100,000.00	\$ 400,000.00	\$ 500,000.00
Task 7.3– Prepare Public Draft HCP	\$ 100,000.00	\$ 20,000.00	\$ 120,000.00
Task 7.4– Prepare Response to Public Comments	\$ 50,000.00	\$ 50,000.00	\$ 100,000.00
Task 7.5– Prepare Administrative Final HCP	\$ -	\$ 150,000.00	\$ 150,000.00
Task 7.6– Prepare Final HCP	\$ -	\$ 50,000.00	\$ 50,000.00
Task 7.7– Prepare Material to Support Federal Decisions	\$ -	\$ 20,000.00	\$ 20,000.00
Task 7.8– MCWRA Lagoon & Sandbar Mgmt Low Effect HCP	\$ 45,000.00	\$ -	\$ 45,000.00
Subtask 7.8.1– LE HCP Implementation assistance	\$ -	\$ 35,000.00	\$ 35,000.00
<b>Task 8– Develop CEQA/NEPA Documents</b>			
Task 8.1– T5.1 FY21 Sect 6 Develop CEQA/NEPA Strategy	\$ 70,000.00	\$ -	\$ 70,000.00
Task 8.2- Project Management and Meetings	\$ 120,000.00	\$ -	\$ 120,000.00
Task 8.3– NOP/NOI and Public Scoping Meeting	\$ 45,000.00	\$ -	\$ 45,000.00
Task 8.4– Data Gathering and Data Needs Assessment	\$ 35,000.00	\$ -	\$ 35,000.00
Task 8.5– Prepare Draft Chapters of the CEQA/NEPA Document	\$ 155,000.00	\$ -	\$ 155,000.00
Task 8.6– Prepare 1st Administrative Draft CEQA/NEPA	\$ 105,000.00	\$ 95,000.00	\$ 200,000.00
Task 8.7– Prepare 2nd Administrative Draft CEQA/NEPA	\$ -	\$ 150,000.00	\$ 150,000.00
Task 8.8– Prepare Public Draft CEQA/NEPA	\$ -	\$ 80,000.00	\$ 80,000.00
Task 8.9– Public Comment Meeting and Response to Comments	\$ -	\$ 150,000.00	\$ 150,000.00
Task 8.10– Prepare Administrative Draft Final CEQA/NEPA	\$ -	\$ 60,000.00	\$ 60,000.00
Task 8.11– Prepare and Distribute Final CEQA/NEPA	\$ -	\$ 40,000.00	\$ 40,000.00
Task 8.12– Prepare CEQA/NEPA Decision Docs & Approval Support	\$ -	\$ 40,000.00	\$ 40,000.00
<b>ICF Direct Expenses*</b>			
LTMP Direct Expenses	\$ 3,352.52	\$ -	\$ 3,352.52
Phase 1 and 2 through to Public Review	\$ 4,103.78	\$ -	\$ 4,103.78
Phase 3 Post Public Review	\$ -	\$ -	\$ -
<b>Contingency**</b>			
LTMP	\$ -	\$ -	\$ -
Phase 1 and 2 through to Public Review	\$ -	\$ 219,500.00	\$ 219,500.00
Phase 3 Post Public Review	\$ -	\$ 65,850.00	\$ 65,850.00
<b>Total</b>	<b>\$ 3,929,156.00</b>	<b>\$ 2,480,350.00</b>	<b>\$ 6,409,506.00</b>

**Exhibit B - REVISED (BUDGET)**

<b>Work Plan Task Number and Name</b>	<b>Identified Funding</b>	<b>Funding Mechanism to be Determined</b>	<b>Total Task Budget</b>
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*\* Subconsultant direct expenses are billed under the task in which they were incurred. For the remainder of work, ICF direct expenses will also be billed to the task in which they were incurred.*

*\*\*A total of \$57,066 in contingency funds were authorized for the LTMP and Phase 1 and 2 through February 2022 and were allocated to task budgets as needed.*

*\*\*\*Amendment 2 Increases the total agreemnt amount by \$3,280,530 to \$6,409,506. A total of \$3,929,156 grant funding and Agency matching funds have been identified. Agency staff will pursue future grant opportunities to fill the estimated funding gap of \$2,480,350 to reach project completion.*

<b>Summary of Cost by Funding Source</b>			
Monterey County Water Resources Agency	\$ 443,405.34	\$ 55,000.00	\$ 498,405.34
CA State Coastal Conservancy	\$ 750,750.66	\$ -	\$ 750,750.66
DWR Integrated Regional Water Mgmt.	\$ 735,000.00	\$ -	\$ 735,000.00
USFWS Coop. Endangered Species Cons. Fund FY19	\$ 1,000,000.00	\$ -	\$ 1,000,000.00
USFWS Coop. Endangered Species Cons. Fund FY21	\$ 1,000,000.00	\$ -	\$ 1,000,000.00
New Funding Needed (source to be ID'd)		\$ 2,425,350.00	\$ 2,425,350.00
<b>Total***</b>	<b>\$ 3,929,156.00</b>	<b>\$ 2,480,350.00</b>	<b>\$ 6,409,506.00</b>

## EXHIBIT B - REVISED (BUDGET) LABOR RATES

ICF Labor Category	Hourly Rate
Sr. Project Director	\$320
Project Director	\$280
Technical Director	\$255
Sr. Technical Analyst	\$235
Managing Consultant	\$220
Sr. Consultant III	\$200
Sr. Consultant II	\$180
Sr. Consultant I	\$165
Associate Consultant III	\$155
Associate Consultant II	\$140
Associate Consultant I	\$130
Assistant Consultant	\$120
GIS	\$150
Graphics	\$140
Editor	\$130
Publications Specialist	\$120
CBI Labor Category	
Sr. Facilitator	\$220
Associate Facilitator	\$120
Administrative Specialist	\$60

### Other Direct Expenses

Automobile mileage will be billed at the then-current IRS rate.

A general and administrative charge of 5% will be applied to all other direct costs, excluding subcontractor charges which will have an administrative charge of 2%.

For overnight travel, ICF will follow the per diem guidelines of the County of Monterey.

**AMENDMENT No. 3 TO AGREEMENT BY AND BETWEEN  
MONTEREY COUNTY WATER RESOURCES AGENCY AND  
ICF JONES & STOKES, INC**

**THIS AMENDMENT NO. 3** is made to the PROFESSIONAL SERVICES AGREEMENT ("Agreement") for the provision of providing services for the development of a long-term Salinas River Management Plan, Habitat Conservation Plan and associated CEQA/NEPA requirements by and between **ICF Jones & Stokes, Inc.**, hereinafter "CONTRACTOR", and the Monterey County Water Resources Agency, a political subdivision of the State of California, hereinafter referred to as "Agency".

**WHEREAS**, CONTRACTOR entered into the Agreement with the Agency on April 3, 2018; Amendment No. 1 on May 6, 2021, and Amendment No. 2 on July 12, 2023; and

**WHEREAS**, the Parties wish to amend the Agreement by making the following changes: updating the vendor name to ICF Environmental, and extending the term to June 30, 2029; to continue providing services identified in the Agreement; and

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

1. Amend "This is a multi-year agreement between the Monterey County Water Resources Agency, hereinafter called "Agency," and **ICF Jones & Stokes Inc.**, a corporation, 75 East Santa Clara Street, Suite 300 San Jose CA, hereinafter called "CONTRACTOR"."

To read as follows:

This is a multi-year agreement between the Monterey County Water Resources Agency, hereinafter called "Agency," and **ICF Environmental**, a corporation, hereinafter called "CONTRACTOR"."

2. Amend Section 2, "**Term of Agreement,**" to read as follows:

The term of this Agreement shall begin upon execution of this Agreement by CONTRACTOR and Agency, and will terminate on **June 30, 2029**, unless earlier terminated as provided herein.

3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 3 and shall continue in full force and effect as set forth in the Agreement.
4. A copy of this AMENDMENT No. 3 shall be attached to the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT NO. 3 on the day and year written below.

MONTEREY COUNTY WATER  
RESOURCES AGENCY

CONTRACTOR

\_\_\_\_\_  
General Manager

By: \_\_\_\_\_  
Signature of Chair, President, or  
Vice-President

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

\_\_\_\_\_  
Printed Name and Title

*Approved as to Fiscal Provisions:*

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

\_\_\_\_\_  
Deputy Auditor/Controller

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

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

\_\_\_\_\_  
Printed Name and Title

*Approved as to Liability Provisions:*

\_\_\_\_\_  
Risk Management

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

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

*Approved as to Form:*

\_\_\_\_\_  
Assistant County Counsel

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

**\*INSTRUCTIONS:** If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.



# County of Monterey

## Item No.5

### Board Report

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

Legistar File Number: WRAG 26-192

June 05, 2026

**Introduced:** 5/29/2026

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Consider recommending that the Monterey County Water Resources Agency Board of Directors approve Amendment No. 1 to the Agreement for Services with The Don Chapin Company, Inc., for as-needed and emergency CSIP pipeline and equipment repairs, to extend the term length to July 1st 2028, to add a dollar increase of \$250,000 for a total contract amount not to exceed \$350,000; and authorize the General Manager to execute Amendment No. 1.

#### RECOMMENDATION:

It is recommended that the Monterey County Water Resources Agency Finance Committee:

Consider recommending that the Monterey County Water Resources Agency Board of Directors approve Amendment No. 1 to the Agreement for Services Don Chapin Company, for as-needed and emergency CSIP pipeline and equipment repairs, to extend the term length to July 1st 2028, to add a dollar increase of \$250,000 for a total contract amount not to exceed \$350,000; and authorize the General Manager to execute Amendment No. 1.

#### SUMMARY/DISCUSSION:

On February 9th 2026, the Agency entered into an Agreement for Services for excavation and underground repair work for CSIP pipeline and equipment. The contract was setup for as-needed and emergency repairs as directed by agency staff. The first tasks included repairing 3 broken isolation valves, consisting of two turnouts and a pipeline blowoff. Once these items were repaired, additional valves in the system were discovered to have also been broken or hit by farming equipment in the field. The contractor completed those repairs and unburied various equipment items that have been covered over the years. Within 4 months, Don Chapin completed work that utilized all the contract amount of \$100,000.

Amendment No.1 will add additional funding of \$250,000 to allow continued work to progress and have Don Chapin remain on-call for as-needed rapid response and emergency repairs. The term of the agreement will be extended by six months to July 1st 2028, so any work can be completed through the fiscal year.

Funding for this amendment is allocated in Fund 131 under General Repairs and Maintenance for this fiscal year and fiscal year 27.

#### OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Funds from Agency Fund 131- CSIP General Repairs and Maintenance.

Prepared by: Pete Vannerus, Associate Water Resources Engineer (831) 755-4860

Approved by: Ara Azhderian, General Manager (831) 755-4860

Attachments:

1. Original Agreement
2. Amendment No. 1



# County of Monterey

## Item No.5

### Board Report

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

Legistar File Number: WRAG 26-192

June 05, 2026

**Introduced:** 5/29/2026

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Consider recommending that the Monterey County Water Resources Agency Board of Directors approve Amendment No. 1 to the Agreement for Services with The Don Chapin Company, Inc., for as-needed and emergency CSIP pipeline and equipment repairs, to extend the term length to July 1st 2028, to add a dollar increase of \$250,000 for a total contract amount not to exceed \$350,000; and authorize the General Manager to execute Amendment No. 1.

#### RECOMMENDATION:

It is recommended that the Monterey County Water Resources Agency Finance Committee:

Consider recommending that the Monterey County Water Resources Agency Board of Directors approve Amendment No. 1 to the Agreement for Services Don Chapin Company, for as-needed and emergency CSIP pipeline and equipment repairs, to extend the term length to July 1st 2028, to add a dollar increase of \$250,000 for a total contract amount not to exceed \$350,000; and authorize the General Manager to execute Amendment No. 1.

#### SUMMARY/DISCUSSION:

On February 9th 2026, the Agency entered into an Agreement for Services for excavation and underground repair work for CSIP pipeline and equipment. The contract was setup for as-needed and emergency repairs as directed by agency staff. The first tasks included repairing 3 broken isolation valves, consisting of two turnouts and a pipeline blowoff. Once these items were repaired, additional valves in the system were discovered to have also been broken or hit by farming equipment in the field. The contractor completed those repairs and unburied various equipment items that have been covered over the years. Within 4 months, Don Chapin completed work that utilized all the contract amount of \$100,000.

Amendment No.1 will add additional funding of \$250,000 to allow continued work to progress and have Don Chapin remain on-call for as-needed rapid response and emergency repairs. The term of the agreement will be extended by six months to July 1st 2028, so any work can be completed through the fiscal year.

Funding for this amendment is allocated in Fund 131 under General Repairs and Maintenance for this fiscal year and fiscal year 27.

#### OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Funds from Agency Fund 131- CSIP General Repairs and Maintenance.

Prepared by: Pete Vannerus, Associate Water Resources Engineer (831) 755-4860

Approved by: Ara Azhderian, General Manager (831) 755-4860

Attachments:

1. Original Agreement
2. Amendment No. 1

**MONTEREY COUNTY WATER RESOURCES AGENCY  
AGREEMENT FOR SERVICES**

This is an agreement (“Agreement”) between the Monterey County Water Resources Agency, hereinafter called "Agency," and The Don Chapin Co, Inc., a California Corporation hereinafter called "CONTRACTOR".

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

1. **Scope of Work.** Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the **Scope of Work/Work Schedule set forth in Exhibit A**
  - (a) The scope of work is briefly described and outlined as follows:  
Provide excavation services, valve repairs and other services, as directed by Agency Staff, by providing labor, equipment and supplies for maintenance and repairs in CSIP and other Agency Facilities.
  - (b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
  - (c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
  - (d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.
  
2. **Term of Agreement.** The term of this Agreement shall begin on February 9th, 2026, by CONTRACTOR and Agency, and will terminate on December 31st, 2027, unless earlier terminated as provided herein.

3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is One hundred thousand dollars,  
 (\$100,000).

4. Monthly Invoices by CONTRACTOR; Payment.

- (a) CONTRACTOR shall submit to Agency an invoice, in a format approved by Agency, setting forth the amounts claimed by CONTRACTOR, together with an itemized basis for such amounts, and setting forth such other pertinent information Agency may require. CONTRACTOR shall submit such invoice monthly or as agreed by Agency, but in no event shall such invoice be submitted later than 30 days after completion of CONTRACTOR's work hereunder. Agency shall certify the claim if it complies with this contract and shall promptly submit such claim to the Monterey County Auditor-Controller, who shall pay the certified amount within 30 days after receiving the invoice certified by Agency. It is understood and agreed that CONTRACTOR shall complete all work described in Exhibit A for an amount not exceeding that set forth above, notwithstanding CONTRACTOR's submission of periodic invoices.
- (b) CONTRACTOR shall submit to Agency an invoice via email to [WRAAccountsPayable@countyofmonterey.gov](mailto:WRAAccountsPayable@countyofmonterey.gov) and to the Contract Administrator listed in Section 27.
- (c) CONTRACTOR agrees that Agency may withhold five percent (5%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to Agency.
- (d) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.
- (e) CONTRACTOR shall not be reimbursed for travel expenses unless expressly approved in writing in accordance with this Agreement.

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

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

6. Insurance.

6.1 Evidence of Coverage:

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

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

6.2 Qualifying Insurers:

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

6.3 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

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

6.4 Other Insurance Requirements.

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

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

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

10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

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

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

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

CONTRACTOR shall not disclose any confidential information received from Agency or prepared in connection with the performance of this Agreement without the express permission of Agency. CONTRACTOR shall promptly transmit to Agency all requests for disclosure of any such confidential information. CONTRACTOR shall not use any confidential information gained through the performance of this Agreement except for the

purpose of carrying out CONTRACTOR's obligations hereunder. When this Agreement expires or terminates, CONTRACTOR shall return to Agency all records, which CONTRACTOR utilized or received, from Agency to perform services under this Agreement.

10. Termination. Either party may terminate this Agreement by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination, which date shall be specified in any such notice. In the event of such termination, the amount payable hereunder shall be reduced in proportion to the services provided prior to the effective date of termination. Agency may terminate this Agreement at any time for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes, without limitation, the failure of CONTRACTOR to perform the required services at the time and in the manner provided herein. If Agency terminates this Agreement for good cause, Agency may be relieved of the payment of any consideration to CONTRACTOR, and Agency may proceed with the work in any manner, which it deems proper. Costs incurred by Agency thereby shall be deducted from any sum due CONTRACTOR.
11. Amendments and Modifications. No modification or amendment of this agreement shall be valid unless it is set forth in writing and executed by the parties.
12. Non-Discrimination. Throughout the performance of this Agreement, CONTRACTOR will not unlawfully discriminate against any person because of race, color, religion, gender, national origin, ancestry, physical disability, medical condition, marital status, age older than 40, or sexual orientation, gender identity or any other status protected under federal, state or local law, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR shall comply fully with all federal, State and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to any target population designated herein shall not be deemed prohibited discrimination.
13. Independent Contractor. In its performance under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not an employee of Agency. No offer or obligation of employment with Agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from Agency any form of benefits accorded to employees including without limitation leave time, health insurance, workers compensation coverage, disability benefits, and retirement contributions. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including without limitation federal and State income taxes and social security arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold harmless Agency from any and all liability, which Agency may incur because of CONTRACTOR's failure to make such payments.
14. Delegation of Duties; Subcontracting. CONTRACTOR is engaged by Agency for its unique qualifications and abilities. CONTRACTOR may not, therefore, delegate any of its basic

duties under this Agreement, except to the extent that delegation to CONTRACTOR's employees is contemplated herein. No work shall be subcontracted without the written consent of Agency, except as provided in this Agreement or its attachments. Notwithstanding any subcontract, CONTRACTOR shall continue to be liable to Agency for the performance of all work hereunder. CONTRACTOR shall not assign, sell, mortgage or otherwise transfer its interest or obligations in this Agreement without Agency's prior written consent.

15. Agency's Rights in Work Product. All original materials prepared by CONTRACTOR in connection with its work hereunder -- including but not limited to computer codes, customized computer routines developed using proprietary or commercial software packages, reports, documents, maps, graphs, charts, photographs and photographic negatives -- shall be the property of Agency and shall be delivered to Agency prior to final payment. CONTRACTOR may utilize any existing materials developed by CONTRACTOR prior to commencement of work under this Agreement, which materials shall remain the property of CONTRACTOR.

16. Independent Contractor Compliance with Government Code Section 1097.6(c). This section applies to those situations when a contractor/consultant is awarded a Contract for a preliminary phase of a project, with future phases to be bid separately. This section does not apply to those situations when a Contract is awarded for multiple phases of a project under a single contract/proposal. When applicable, and as described below, CONTRACTOR's duties and services under this Agreement shall not include preparing or assisting the Agency with any portion of the Agency's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the Agency. The Agency shall at all times retain responsibility for public contracting, including with respect to any subsequent phase stemming from this Agreement. CONTRACTOR's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONTRACTOR shall cooperate with the Agency to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if applicable, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONTRACTOR pursuant to this Agreement.

17. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which Agency is the grantee, CONTRACTOR shall comply with all provisions of such grant applicable to CONTRACTOR's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.

18. Conflict of Interest. CONTRACTOR warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.

19. Governing Laws. This Agreement is entered into in the County of Monterey, State of California, and shall be construed and enforced in accordance with the laws of the State of California. The parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.

- 20. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 21. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.
- 22. Waiver. Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.
- 23. Successors and Assigns. This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.
- 24. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.
- 25. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.
- 26. Time is of the Essence. The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.

27. Contract Administrators.

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

Caroline Chapin

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Agency's designated administrator of this Agreement shall be:

Pete Vannerus

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

TO AGENCY	TO CONTRACTOR
Name: Pete Vannerus	Name: The Don Chapin Company, Inc: Attn
Address: 1441 Schilling Place- North Building Salinas, CA 93901	Address: 560 Crazy Horse Canyon Road, Salinas, CA 93907
Telephone: 831-755-4860	Telephone: 831-449-4273
Fax:	Fax:
E-Mail: VannerusP@countyofmonterey.gov	E-Mail: Cchapin@donchapin.com

29. Electronic Deliverables. Where feasible, all reports, documents and other printed information provided to the Agency pursuant to this Agreement shall be submitted in both written and Electronic formats.

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

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

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

- Exhibit A - Scope of Work/ Work Schedule
- Exhibit B - Fee Schedule

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

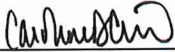
**MONTEREY COUNTY WATER RESOURCES AGENCY  
AGREEMENT FOR SERVICES**

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


**MONTEREY COUNTY WATER  
RESOURCES AGENCY:**

**CONTRACTOR:**

DocuSigned by:  
BY: Ara Azhderian  
Ara Azhderian  
General Manager

BY:   
Type Name: Caroline D. Chapin  
Title: EVP - Chief Operating Officer1  
Date: Feb 9, 2026

Date: 2/13/2026 | 8:35 AM PST

BY:   
Type Name: Rosalinda Pollock  
Title: Corporate Secretary  
Date: 2/10/2026


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


( \_\_\_\_\_ )  
**Agreement/Amendment No #** ( \_\_\_\_\_ )

\*\*\*\*\*

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

Approved as to fiscal provisions:


Signed by:  
  
22D690CA05A940B  
\_\_\_\_\_  
Chief Assistant County Counsel

Signed by:  
  
30922505678A4ED  
\_\_\_\_\_  
Administrative Analyst

Dated: 2/12/2026 | 2:05 PM PST  
\_\_\_\_\_

Dated: 2/13/2026 | 8:22 AM PST  
\_\_\_\_\_

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

DocuSigned by:  
  
E79EF64E57454F6  
\_\_\_\_\_  
Auditor-Controller <sup>2</sup>:

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

Dated: 2/12/2026 | 3:37 PM PST  
\_\_\_\_\_

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

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

## EXHIBIT A

### Scope of Work

The Services provided under this agreement shall include, but are not limited to, excavation work to repair multiple broken isolation valves in the CSIP Service area. Additional work at other Water Resources Agency Facilities shall be included. Equipment, labor and material to complete critical maintenance and repair tasks for continued operations will be rendered, as directed by Agency Staff. The work shall be performed under a time and material compensation basis to expedite repairs and allow minimal disruptions in operations.

For the immediate excavation project:

- At each site- Excavate down to the marked isolation valve actuator. The sites are all approximately 6-8ft deep from the surface to the valve. Due to buried infrastructure at the site, careful excavation is needed. (2" air release line runs parallel to turnout line).
- Install shoring to stabilize the hole for repair work of the Isolation valve actuator.
- After the repair of the broken actuator has been completed, shoring may be removed.
- Around the valve and actuator, install clean and filtered sand (utility trench sand or similar) to compact and achieve a minimum of 95% compaction. Lifts of 16" required.
- Sand compaction only needs a 3ft radius from the centerline of the isolation valve. The remaining area may be backfilled with native soil from the excavation
- The actuator key may need to be extended to bring the box and keyway up to the grade level.\* (2" square tube and 6" or 8" PVC tube)
- The concrete Crusty ring where the key is may need a 6" tapered concrete addition to the ring. The key would be slightly elevated at the end of the project to avoid being covered.
- Three bollards per site shall be installed at each site for the protection of the equipment. Orientation is decided per site and on-site to determine the best location. 3ft depth, 12" diameter hole, 4" bollard galvanized with cement internally filled, and a mortar domed cap. 3ft height minimum from ground level.
- Excess excavation material can be spread and compacted around each site.

## **EXHIBIT B Fee Schedule**

- Labor Rates shall be in accordance with general prevailing wage rates.
- Equipment Rates shall be in accordance with current Cal-trans equipment rental rates.
- Materials are to be provided on a cost basis plus acceptable mark up (current mark up rates per Cal-trans).



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/30/2025

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

PRODUCER LIC #0L72977 1-831-724-3841 <b>McSherry &amp; Hudson</b>  35 Penny Lane, Suite 6 P. O. Box 2690 Watsonville, CA 95076 USA	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME:</td> </tr> <tr> <td>PHONE (A/C, No, Ext):</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: ZURICH AMERICAN INS CO</td> <td>NAIC # 16535</td> </tr> <tr> <td>INSURER B: STARR IND &amp; LIAB CO</td> <td>38318</td> </tr> <tr> <td>INSURER C: PACIFIC INS CO LTD</td> <td>10046</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME:		PHONE (A/C, No, Ext):	FAX (A/C, No):	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE		INSURER A: ZURICH AMERICAN INS CO	NAIC # 16535	INSURER B: STARR IND & LIAB CO	38318	INSURER C: PACIFIC INS CO LTD	10046	INSURER D:		INSURER E:		INSURER F:	
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INSURER E:																					
INSURER F:																					
INSURED <b>THE DON CHAPIN COMPANY INC.</b>  560 CRAZY HORSE CANYON ROAD  SALINAS, CA 93907 USA																					

**COVERAGES** **CERTIFICATE NUMBER: 752345218** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Contractual Liability</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	X	GLO 9674277-15	10/01/25	10/01/26	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> <b>Contractual</b>	X	X	BAP 9674279-15	10/01/25	10/01/26	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X		1000584666251	10/01/25	10/01/26	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 <b>FOLLOW FORM</b> \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 9674280-17	10/01/25	10/01/26	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<b>Pollution/Professional</b>			13 CPI GF0051	10/01/25	10/01/26	Each Occ./Aggregat 2,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 SERVICES TO BE PROVIDED BY CONTRACTOR WILL INCLUDE, BUT NOT BE LIMITED TO, EQUIPMENT, MATERIAL AND LABOR FOR MAINTENANCE AND REPAIRS TO WATER RESOURCE AGENCY FACILITIES DURING AND AFTER STORM EVENTS AS DIRECTED BY WRA PERSONNEL MONTEREY COUNTY WATER RESOURCES AGENCY, AND THE COUNTY OF MONTEREY, THEIR OFFICERS, THEIR OFFICERS, AGENTS AND EMPLOYEES ARE NAMED ADDITIONAL INSURED PER THE ATTACHED ENDORSEMENTS. GL PER ISO FORM CG0001 04/13; AL PER ISO FORM CA0001 10/13

<b>CERTIFICATE HOLDER</b>  MONTEREY COUNTY WATER RESOURCES AGENCY CHARLES LINGENFELTER  1441 SCHILLING PLACE, NORTH BUILDING  SALINAS, CA 93901  USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE  
09/30/2025

NAME OF INSURED: THE DON CHAPIN COMPANY INC.



# Additional Insured – Automatic – Owners, Lessees Or Contractors

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. <b>GLO9674277-15</b>	Effective Date: <b>10/01/2025</b>
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This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:
  - a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
  - b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
  - (2) "Your work", with respect to Paragraph 1.b. above,
- which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:
  - a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
  - b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
  - (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.
3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
  - (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
  - (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.
4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – **Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section IV – **Commercial General Liability Conditions**:

**Primary and Noncontributory insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the **Other Insurance** Condition under Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

**Additional Insured – Automatic – Owners, Lessees Or Contractors Limit**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

POLICY NUMBER: **GLO9674277-15**

**COMMERCIAL GENERAL LIABILITY**  
CG 25 03 05 09

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED CONSTRUCTION PROJECT(S)  
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Designated Construction Project(s): A General Aggregate Limit applies to each construction project where the Named Insured is performing operations, however, a General Aggregate Limit does not apply to any construction project where the Named Insured is performing operations that are insured under a wrap up or any other consolidated or similar insurance program.**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  - 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  - 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
- 1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  - 2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

POLICY NUMBER: **GLO9674277-15**

**COMMERCIAL GENERAL LIABILITY**  
**CG 24 04 05 09**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Person Or Organization:**

**ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED THAT IS EXECUTED PRIOR TO THE ACCIDENT OR LOSS.**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



# Blanket Notification to Others of Cancellation or Non-Renewal

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. **GLO 9674277-15**

Effective Date: **10/01/2025**

This endorsement applies to insurance provided under the:

**Commercial General Liability Coverage Part**

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:
  - 1. Must be provided to us prior to cancellation or non-renewal;
  - 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
  - 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
  - 1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  - 2. At least 30 days prior to the effective date of:
    - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - b. Non-renewal, but not including conditional notice of renewal,
 unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
  - 1. Extend the Coverage Part cancellation or non-renewal date;
  - 2. Negate the cancellation or non-renewal; or
  - 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs A. and B. of this endorsement.

<b>SCHEDULE</b>	
The total number of days for mailing or delivering with respect to Paragraph <b>B.1.</b> of this endorsement is amended to indicate the following number of days:	15*
The total number of days for mailing or delivering with respect to Paragraph <b>B.2.</b> of this endorsement is amended to indicate the following number of days:	30**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.



# Coverage Extension Endorsement

<b>THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.</b>	
Policy No. <b>BAP 9674279-15</b>	Effective Date: <b>10/01/2025</b>

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form**  
**Motor Carrier Coverage Form**

**A. Amended Who Is An Insured**

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

**B. Amendment – Supplementary Payments**

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**C. Fellow Employee Coverage**

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

**D. Driver Safety Program Liability and Physical Damage Coverage****1. The following is added to the Racing Exclusion in Section II – Covered Autos Liability Coverage:**

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

**2. The following is added to Paragraph 2. in B. Exclusions of Section III – Physical Damage Coverage of the Business Auto Coverage Form and Paragraph 2.b. in B. Exclusions of Section IV – Physical Damage Coverage of the Motor Carrier Coverage Form:**

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

**E. Lease or Loan Gap Coverage**

The following is added to the Coverage Provision of the Physical Damage Coverage Section:

**Lease Or Loan Gap Coverage**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the Physical Damage Coverage Section of the Coverage Form; and
- b. Any:
  - (1) Overdue lease or loan payments at the time of the "loss";
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (3) Security deposits not returned by the lessor;
  - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
  - (5) Carry-over balances from previous leases or loans.

**F. Towing and Labor**

Paragraph A.2. of the Physical Damage Coverage Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

**G. Extended Glass Coverage**

The following is added to Paragraph A.3.a. of the Physical Damage Coverage Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

**H. Hired Auto Physical Damage – Increased Loss of Use Expenses**

The Coverage Extension for Loss Of Use Expenses in the Physical Damage Coverage Section is replaced by the following:

**Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
  - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

#### I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

##### Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
  - (1) Personal property owned by an "insured"; and
  - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
  - (1) The reasonable cost to replace; or
  - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
  - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
  - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
  - (3) Paintings, statuary and other works of art.
  - (4) Contraband or property in the course of illegal transportation or trade.
  - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

#### J. Tapes, Records and Discs Coverage

- 1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
- 2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

#### K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

#### L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**M. Temporary Substitute Autos – Physical Damage**

1. The following is added to **Section I – Covered Autos**:

**Temporary Substitute Autos – Physical Damage**

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
  2. Repair;
  3. Servicing;
  4. "Loss"; or
  5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

**Temporary Substitute Autos – Physical Damage**

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

**N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss**

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

**O. Waiver of Transfer Of Rights Of Recovery Against Others To Us**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

**P. Employee Hired Autos – Physical Damage**

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**Q. Unintentional Failure to Disclose Hazards**

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

**R. Hired Auto – World Wide Coverage**

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

**S. Bodily Injury Redefined**

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

**T. Expected Or Intended Injury**

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

**Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**U. Physical Damage – Additional Temporary Transportation Expense Coverage**

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

**4. Coverage Extensions**

**a. Transportation Expenses**

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto**

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

**W. Return of Stolen Automobile**

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



# Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP9674279-15	10/01/2025	10/01/2026	10/01/2025	71235000	INCL	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial Automobile Coverage Part**

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
  - 1. Must be provided to us prior to cancellation or non-renewal;
  - 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
  - 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
  - 1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  - 2. At least 30 days prior to the effective date of:
    - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
  - 1. Extend the Coverage Part cancellation or non-renewal date;
  - 2. Negate the cancellation or non-renewal; or
  - 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—  
CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be of the California workers' compensation pre-mium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

ALL PERSONS AND/OR ORGANIZATION THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

**Job Description**

ALL CA OPERATIONS

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**BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT**

This endorsement adds the following to Part Six of the policy.

**PART SIX  
CONDITIONS**

**Blanket Notification to Others of Cancellation or Nonrenewal**

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
  - a. Must be provided to us prior to cancellation or non-renewal;
  - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
  - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
  - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  - b. At least 30 days prior to the effective date of:
    - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
  - a. Extend the policy cancellation or non-renewal date;
  - b. Negate the cancellation or non-renewal; or
  - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective **10/01/2025**  
Insured: **Per Schedule on File**

Policy No. **WC9674280-17**

Endorsement No.  
Premium \$

Insurance Company:  
**Zurich American Insurance Company**

**AMENDMENT NO. 1 TO  
AGREEMENT FOR SERVICES  
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND  
DON CHAPIN COMPANY, INC.**

**THIS AMENDMENT NO. 1** to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, “Agency”) and Don Chapin Company, Inc. (hereinafter, “CONTRACTOR”) is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and CONTRACTOR are referred to as the “Parties”).

**WHEREAS**, CONTRACTOR entered into an Agreement for Services with the Agency on February 9, 2026 (hereinafter, “Agreement”); and

**WHEREAS**, the Parties wish to amend the Agreement with a term extension to July 1, 2028, and a dollar increase of \$250,000.00 for a total contract amount not to exceed \$350,000.00; and

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

1. Amend Section 2, “**Term of Agreement**” to read as follows:

Term of Agreement. The term of this Agreement shall begin on **February 9, 2026**, by CONTRACTOR and Agency, and will terminate on **July 1, 2028**, unless earlier terminated as provided herein.

2. Amend Section 3, “**Payments to CONTRACTOR; maximum liability**” to read as follows:

Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is **Three Hundred Fifty thousand dollars no cents (\$350,000.00)**.

Original	\$100,000
<u>Amendment No. 1</u>	<u>\$250,000</u>
Total	\$350,000

2. All other terms and conditions of the Agreement remain unchanged and in full force.
3. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Amendment No. 1 Don Chapin Co. Inc.  
CSIP & Agency facilities \$100k original agreement

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

**MONTEREY COUNTY WATER RESOURCES AGENCY**

**CONTRACTOR: Don Chapin Co. Inc.**

By: \_\_\_\_\_  
Ara Azhderian  
General Manager

By: \_\_\_\_\_  
\_\_\_\_\_  
Printed Name/Title

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

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

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

By: \_\_\_\_\_  
\_\_\_\_\_  
Printed Name/Title

By: \_\_\_\_\_  
Chief Assistant County Counsel

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

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

**Approved as to Fiscal Provisions**

By: \_\_\_\_\_  
Auditor-Controller

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

By: \_\_\_\_\_  
Administrative Analyst

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

**Approved as to Indemnity, Insurance Provisions**

By: \_\_\_\_\_  
Risk Management

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

\*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Amendment No. 1 Don Chapin Co. Inc.  
CSIP & Agency facilities \$100k original agreement



# County of Monterey

## Item No.6

### Board Report

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

Legistar File Number: WRAG 26-186

June 05, 2026

**Introduced:** 5/27/2026

**Current Status:** Agenda Ready

**Version:** 1

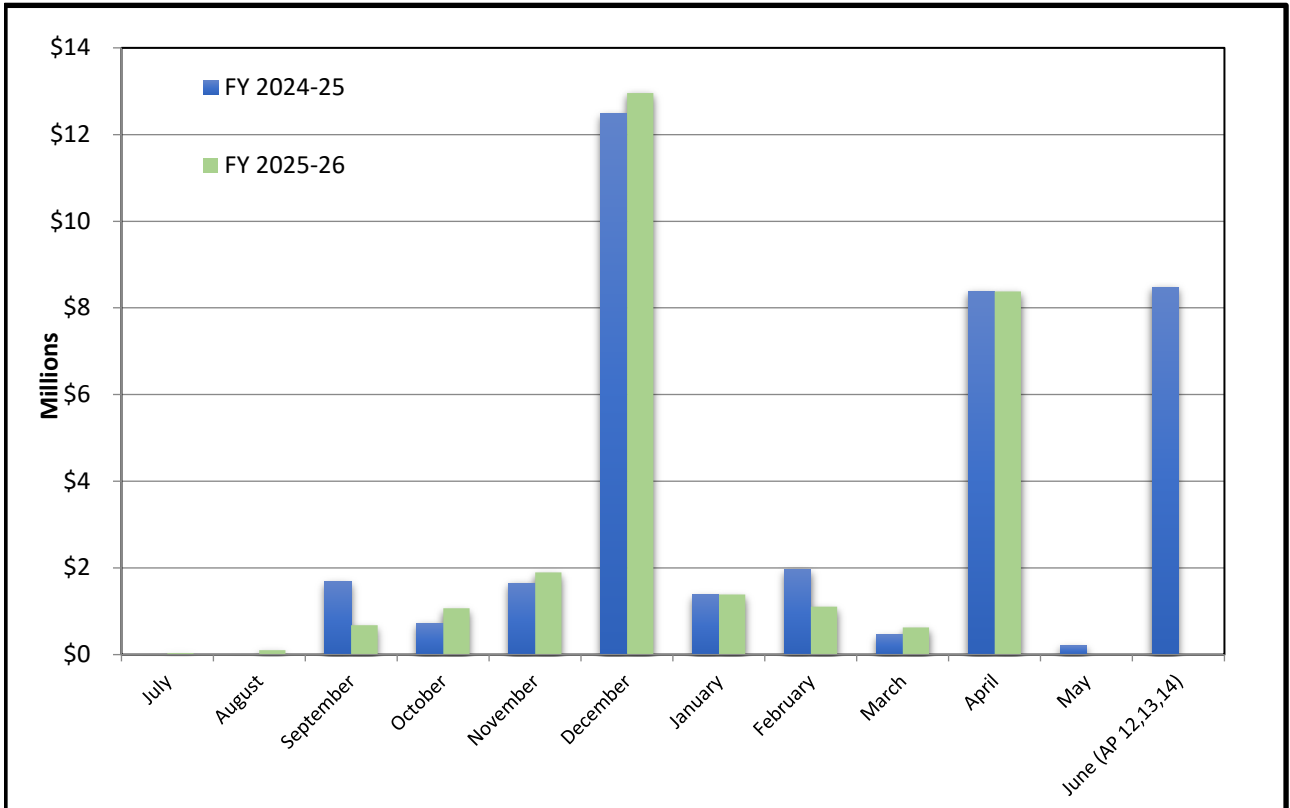
**Matter Type:** WR General Agenda

Monthly Financial Report thru April 30, 2026. (Staff: Nan Kim)

**Monterey County  
Water Resources Agency  
FY 2025-26 FINANCIAL STATUS REPORT**

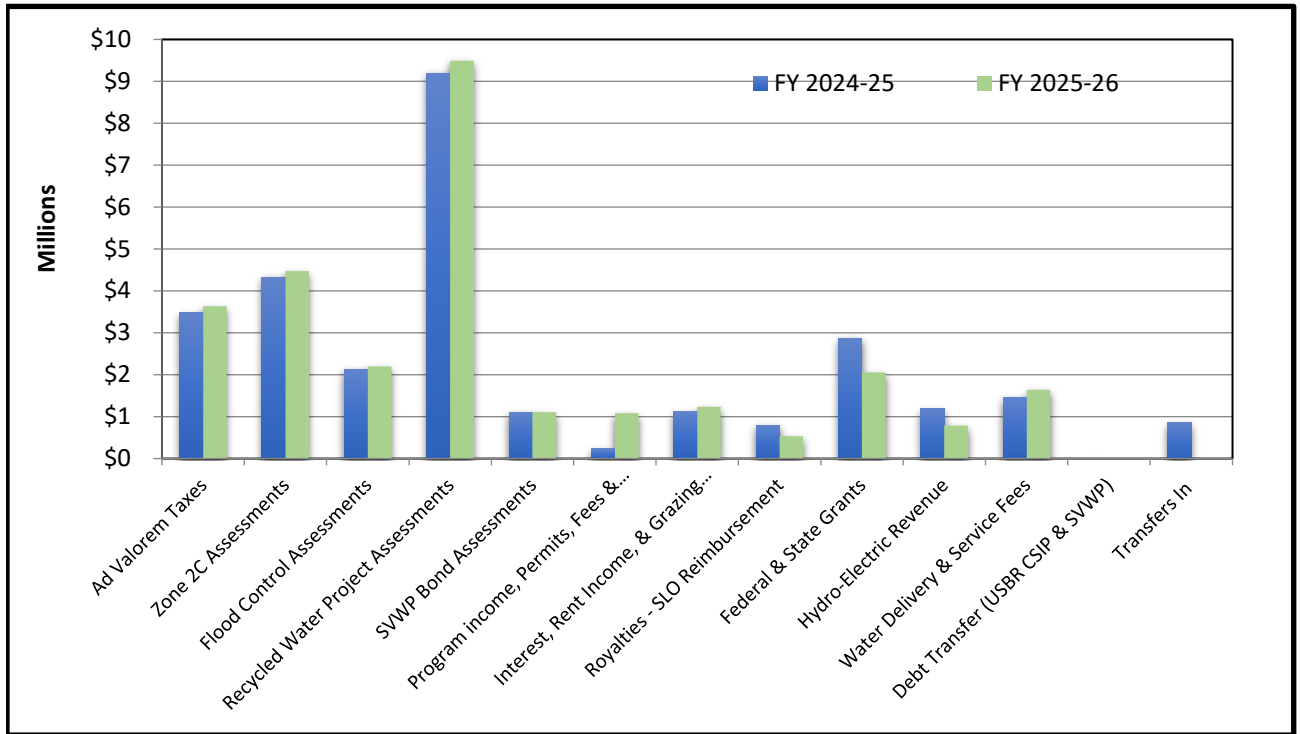
**YTD Actual Revenues**

Month By Month Revenues				
	FY 2024-25	% Received	FY 2025-26	% Received
July	7,045	0.0%	36,852	0.1%
August	4,028	0.0%	103,344	0.3%
September	1,681,142	4.0%	677,465	1.7%
October	715,871	5.7%	1,069,550	2.7%
November	1,652,130	9.6%	1,896,697	4.8%
December	12,483,369	39.2%	12,957,042	32.9%
January	1,382,720	42.5%	1,390,617	3.5%
February	1,962,815	47.2%	1,105,999	2.8%
March	458,368	48.3%	626,552	1.6%
April	8,382,106	68.2%	8,380,922	21.3%
May	202,616	68.6%	-	
June (AP 12,13,14)	8,481,362	88.8%	-	
<b>YEAR TO DATE ACTUAL:</b>	<b>37,413,571</b>	<b>88.8%</b>	<b>28,245,039</b>	<b>71.6%</b>
<b>Budgeted Amount</b>	<b>42,154,850</b>		<b>39,437,279</b>	



**Monterey County**  
**Water Resources Agency**  
**FY 2025-26 FINANCIAL STATUS REPORT**  
**YTD Revenues by Source**

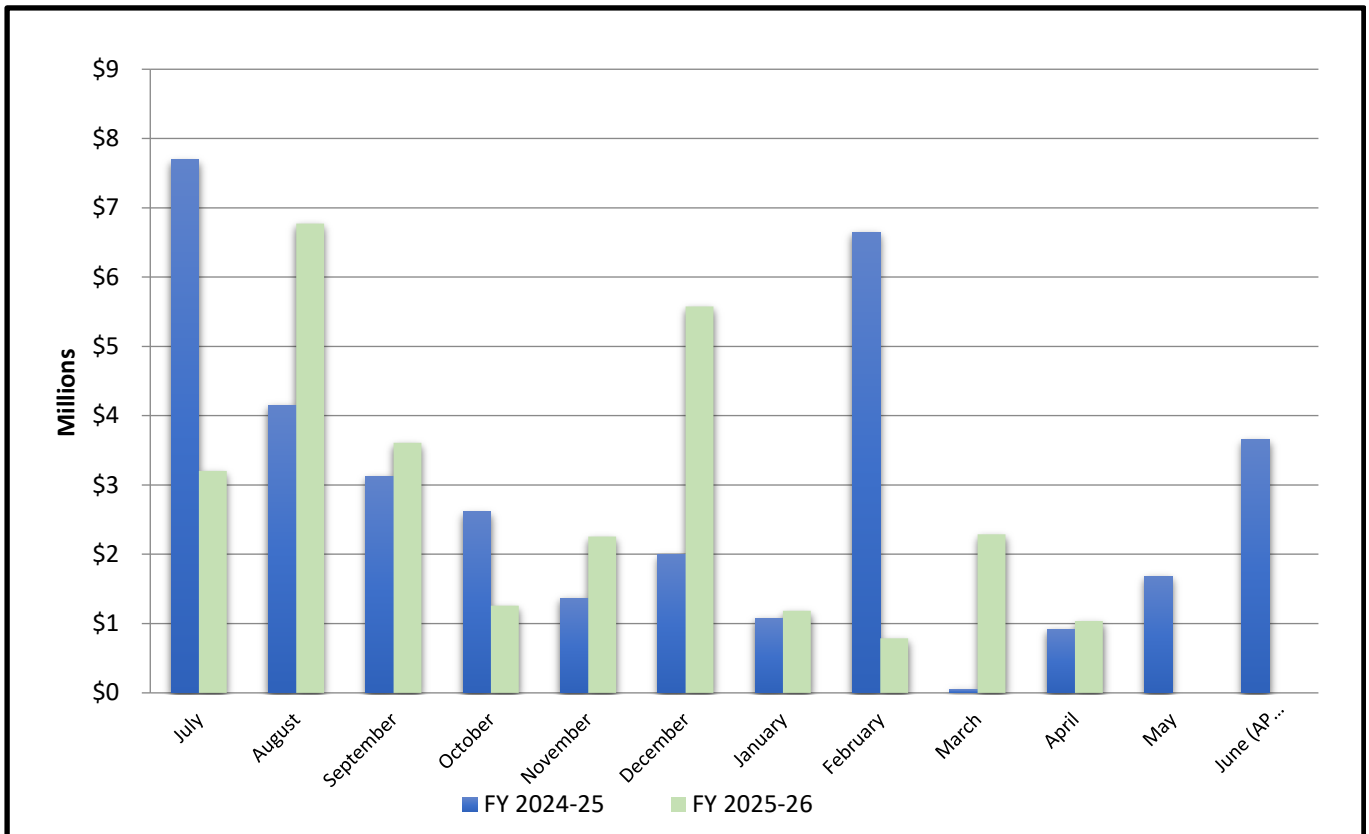
Through Accounting Period 10 - April 30		
	FY 2024-25	FY 2025-26
Ad Valorem Taxes	3,477,452	3,637,232
Zone 2C Assessments	4,328,661	4,476,982
Flood Control Assessments	2,123,421	2,201,978
Recycled Water Project Assessments	9,197,573	9,491,114
SVWP Bond Assessments	1,100,362	1,105,507
Program income, Permits, Fees & Other	233,395	1,082,540
Interest, Rent Income, & Grazing Leases	1,114,578	1,235,871
Royalties - SLO Reimbursement	786,699	534,546
Federal & State Grants	2,876,429	2,051,633
Hydro-Electric Revenue	1,194,231	789,230
Water Delivery & Service Fees	1,446,792	1,638,405
Debt Transfer (USBR CSIP & SVWP)	0	0
Transfers In	850,000	0
<b>YEAR TO DATE TOTAL:</b>	<b>28,729,593</b>	<b>28,245,039</b>



**Monterey County  
Water Resources Agency  
FY 2025-26 FINANCIAL STATUS REPORT**

**YTD Actual Expenditures**

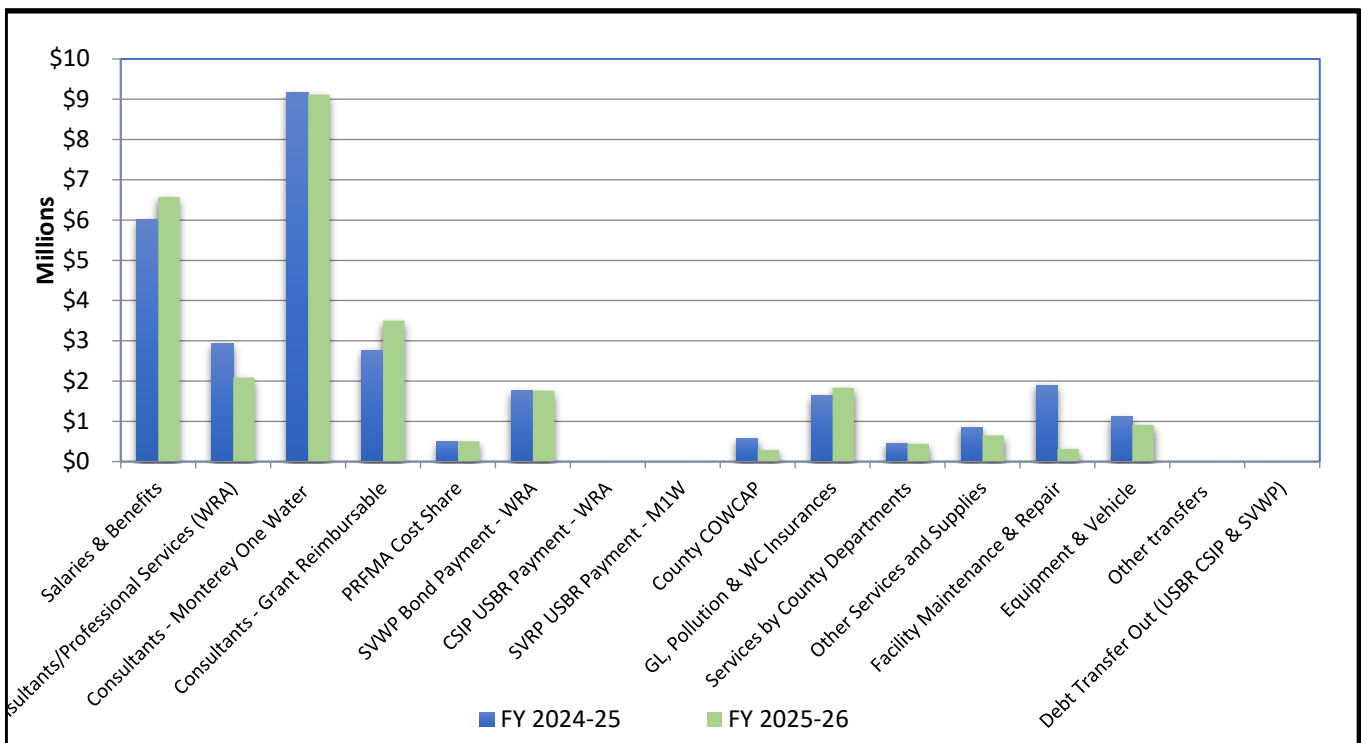
Month By Month Expenditures				
	FY 2024-25	% Expended	FY 2025-26	% Expended
July	7,692,836	15.8%	3,202,490	7.3%
August	4,149,850	24.3%	6,774,328	15.5%
September	3,125,338	30.7%	3,607,164	8.3%
October	2,612,806	36.1%	1,260,916	2.9%
November	1,364,959	38.9%	2,254,543	5.2%
December	1,996,632	43.0%	5,577,926	12.8%
January	1,076,537	45.2%	1,183,757	2.7%
February	6,650,206	58.8%	788,638	1.8%
March	49,849	58.9%	2,289,018	5.2%
April	918,854	60.8%	1,036,488	2.4%
May	1,681,153	64.2%	-	
June (AP 12,13,14)	3,650,742	71.7%	-	
<b>YEAR TO DATE ACTUAL:</b>	<b>34,969,763</b>	<b>71.7%</b>	<b>27,975,267</b>	<b>64.2%</b>
<b>Budgeted Amount</b>	<b>48,759,795</b>		<b>43,605,541</b>	



**Monterey County  
Water Resources Agency  
FY 2025-26 FINANCIAL STATUS REPORT**

**YTD Expenditures by Type**

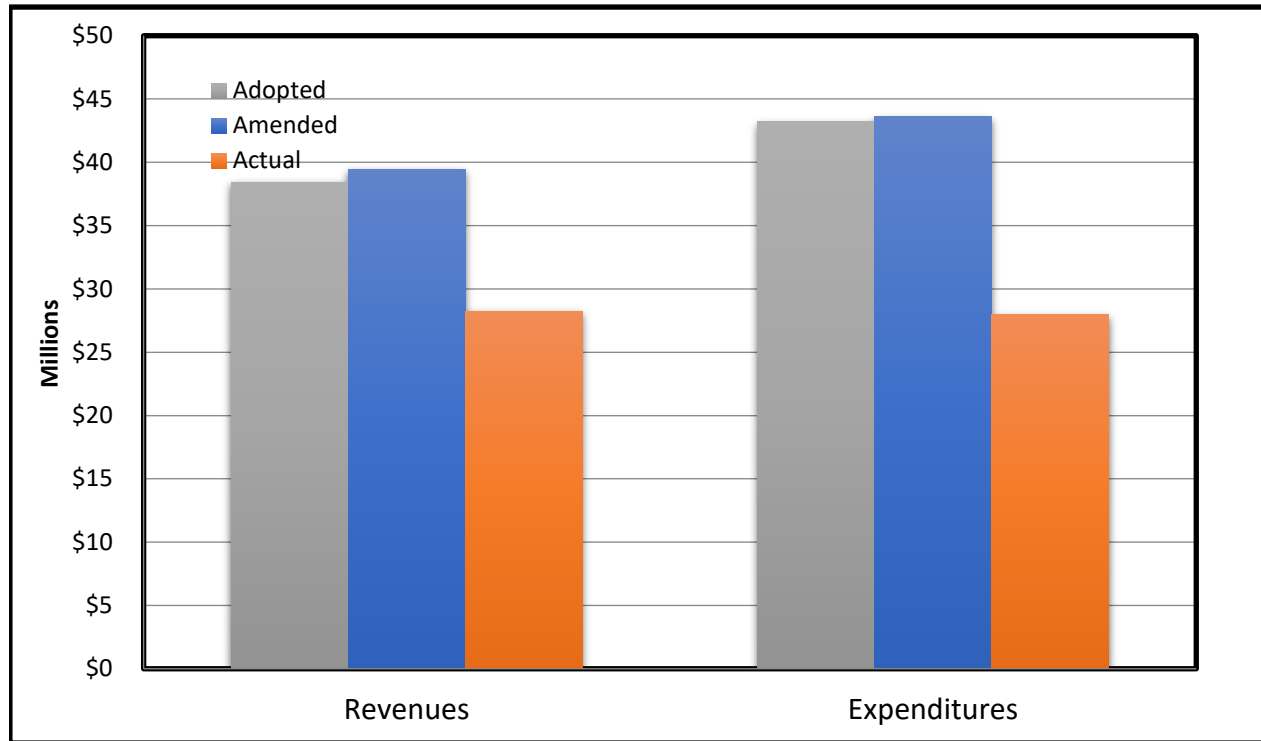
Through Accounting Period 10 - April 30		
	FY 2024-25	FY 2025-26
Salaries & Benefits	6,007,352	6,568,160
Consultants/Professional Services (WRA)	2,922,209	2,087,234
Consultants - Monterey One Water	9,163,033	9,114,619
Consultants - Grant Reimbursable	2,766,394	3,501,642
PRFMA Cost Share	491,511	503,307
SVWP Bond Payment - WRA	1,756,213	1,759,713
CSIP USBR Payment - WRA	-	0
SVRP USBR Payment - M1W	-	0
County COWCAP	573,662	292,183
GL, Pollution & WC Insurances	1,637,507	1,835,987
Services by County Departments	456,367	442,586
Other Services and Supplies	856,995	644,532
Facility Maintenance & Repair	1,893,659	315,812
Equipment & Vehicle	1,112,966	909,492
Other transfers	-	0
Debt Transfer Out (USBR CSIP & SVWP)	-	0
<b>YEAR TO DATE TOTAL:</b>	<b>29,637,868</b>	<b>27,975,267</b>



**MONTEREY COUNTY  
WATER RESOURCES AGENCY  
FY 2025-26 FINANCIAL STATUS REPORT**

For Month Ending: April 30, 2026

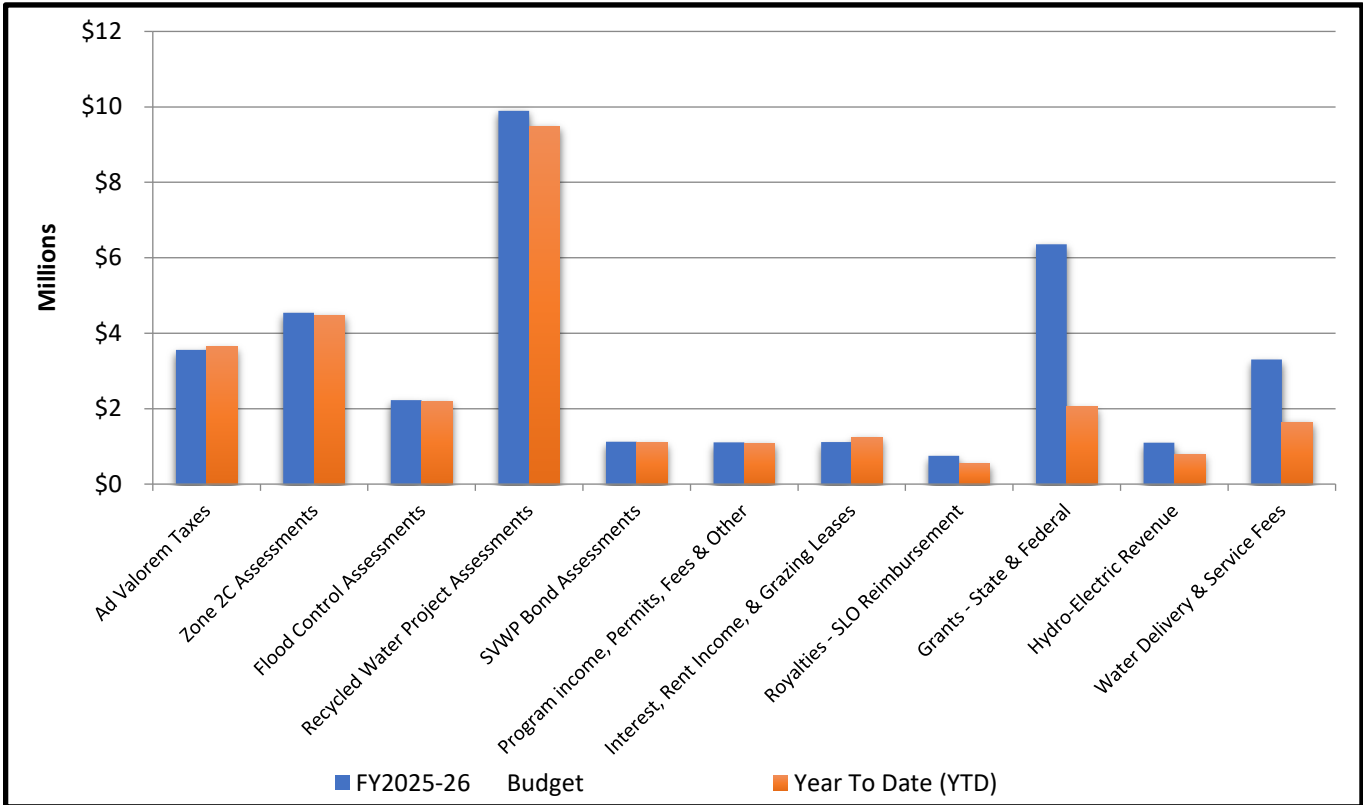
<b>Budget Variance Analysis</b>			
<b>Category</b>	<b>Approved Budget</b>	<b>Amended Budget</b>	<b>YTD Actual</b>
<b>Estimated</b> Beginning Fund Balance	23,203,938	23,203,938	23,203,938
Revenues	38,435,673	39,437,279	28,245,039
Expenditures	43,205,541	43,605,541	27,975,267
<b>Ending Available Fund Balance</b>	<b>18,434,070</b>	<b>19,035,676</b>	<b>23,473,710</b>



**MONTEREY COUNTY  
WATER RESOURCES AGENCY  
FY 2025-26 FINANCIAL STATUS REPORT**

**Revenue Variance**

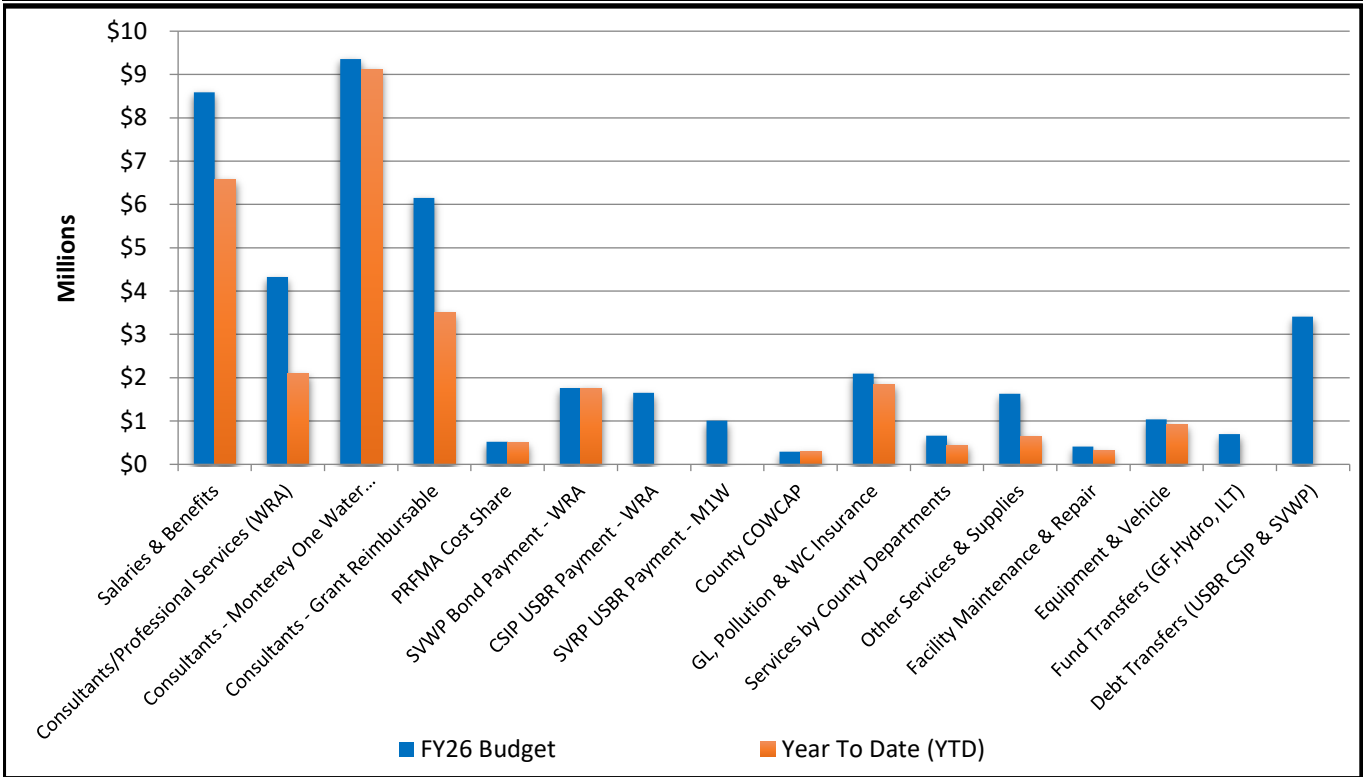
<b>Revenue Variance by Source</b>				
	<b>FY2025-26 Budget</b>	<b>% of Adopted</b>	<b>Year To Date (YTD)</b>	<b>% of YTD vs. Budget</b>
Ad Valorem Taxes	3,558,675	9.0%	3,637,232	102.2%
Zone 2C Assessments	4,544,261	11.5%	4,476,982	98.5%
Flood Control Assessments	2,222,401	5.6%	2,201,978	99.1%
Recycled Water Project Assessments	9,894,133	25.1%	9,491,114	95.9%
SVWP Bond Assessments	1,122,045	2.8%	1,105,507	98.5%
Program income, Permits, Fees & Other	1,105,377	2.8%	1,082,540	97.9%
Interest, Rent Income, & Grazing Leases	1,115,369	2.8%	1,235,871	110.8%
Royalties - SLO Reimbursement	750,000	1.9%	534,546	71.3%
Grants - State & Federal	6,360,442	16.1%	2,051,633	32.3%
Hydro-Electric Revenue	1,100,000	2.8%	789,230	71.7%
Water Delivery & Service Fees	3,302,362	8.4%	1,638,405	49.6%
Transfers In (from other Agency Funds)	952,500	2.4%	0	0.0%
Debt Transfer (USBR CSIP & SVWP)	3,409,714	8.6%	0	0.0%
<b>TOTAL:</b>	<b>39,437,279</b>	<b>100.0%</b>	<b>28,245,039</b>	<b>71.6%</b>



**MONTEREY COUNTY  
WATER RESOURCES AGENCY  
FY 2025-26 FINANCIAL STATUS REPORT**

**Expenditure Variance**

<b>Expenditure Variance by Type</b>				
	<b>FY26 Budget</b>	<b>% of Adopted</b>	<b>Year To Date (YTD)</b>	<b>% of YTD vs. Budget</b>
Salaries & Benefits	8,591,997	19.7%	6,568,160	76.4%
Consultants/Professional Services (WRA)	4,325,414	9.9%	2,087,234	48.3%
Consultants - Monterey One Water Contract Fee	9,357,370	21.5%	9,114,619	97.4%
Consultants - Grant Reimbursable	6,150,000	14.1%	3,501,642	56.9%
PRFMA Cost Share	518,544	1.2%	503,307	97.1%
SVWP Bond Payment - WRA	1,759,714	4.0%	1,759,713	100.0%
CSIP USBR Payment - WRA	1,650,000	3.8%	0	0.0%
SVRP USBR Payment - M1W	1,010,000	2.3%	0	0.0%
County COWCAP	292,184	0.7%	292,183	100.0%
GL, Pollution & WC Insurance	2,091,789	4.8%	1,835,987	87.8%
Services by County Departments	662,584	1.5%	442,586	66.8%
Other Services & Supplies	1,631,679	3.7%	644,532	39.5%
Facility Maintenance & Repair	413,050	0.9%	315,812	76.5%
Equipment & Vehicle	1,041,506	2.4%	909,492	87.3%
Fund Transfers (GF,Hydro, ILT)	700,000	1.6%	0	0.0%
Debt Transfers (USBR CSIP & SVWP)	3,409,714	7.8%	0	0.0%
<b>TOTAL:</b>	<b>43,605,545</b>	<b>100.0%</b>	<b>27,975,267</b>	<b>64.2%</b>



**MONTEREY COUNTY  
WATER RESOURCES AGENCY  
FY 2025-26 WRA Fund Balances**

For Month Ending: April 30, 2026  
% Monthly Time Elapsed: 83.33%

			FY2025-26 AMENDED BUDGET				YEAR-TO-DATE Actual					
Fund	Unit	Fund Name	Beginning Fund Balance	Adopted Budget Expenditures	Adopted Budget Revenue	Estimated Ending Fund Balance	YTD Actual Expenditures	Percent Budget Expended	YTD Actual Revenue	Percent Budget Received	Estimated Current Fund Balance	Fund
111	8267	WRA Administration	4,839,735	5,711,321	5,565,514	4,693,928	3,035,977	53.2%	6,506,345	116.9%	8,310,102	111
112	8484	Pajaro Levee	1,389,881	891,499	687,003	1,185,385	576,185	64.6%	641,190	93.3%	1,454,886	112
116	8485	Dam Operations	3,255,696	11,835,605	11,209,013	2,629,104	7,985,341	67.5%	6,568,304	58.6%	1,838,658	116
121	8486	Soledad Storm Drain	373,510	109,379	112,180	376,311	27,601	25.2%	101,521	90.5%	447,430	121
122	8487	Reclamation Ditch	1,480,321	2,176,631	1,843,282	1,146,972	1,537,309	70.6%	1,473,481	79.9%	1,416,493	122
124	8488	San Lorenzo Creek	46,693	56,033	49,898	40,558	18,480	33.0%	39,070	78.3%	67,283	124
127	8489	Moro Cojo Slough	361,370	686,838	365,508	40,040	174,171	25.4%	107,757	29.5%	294,956	127
130	8490	Hydro-Electric Ops	2,754,235	1,817,087	1,172,726	2,109,874	842,855	46.4%	878,419	74.9%	2,789,799	130
131	8491	CSIP Operations	1,709,682	6,664,214	6,423,278	1,468,746	3,400,654	51.0%	4,905,431	76.4%	3,214,459	131
132	8492	SVRP Operations	2,404,051	6,891,960	6,161,150	1,673,241	5,600,945	81.3%	5,458,869	88.6%	2,261,975	132
134	8493	SRDF Operations	2,166,365	3,233,462	2,432,777	1,365,680	2,921,369	90.3%	1,540,339	63.3%	785,335	134
303	8267	CSIP Debt Service	770,672	1,650,000	1,650,000	770,672	0	0.0%	0	0.0%	770,672	303
313	8494	Debt Services	1,036,761	1,759,714	1,759,714	1,036,761	1,759,713	100.0%	1,863	0.1%	(721,088)	313
426	8495	Interlake Tunnel	614,966	121,798	5,236	498,404	94,667	77.7%	22,452	428.8%	542,751	426
<b>TOTAL:</b>			<b>23,203,938</b>	<b>43,605,541</b>	<b>39,437,279</b>	<b>19,035,676</b>	<b>27,975,267</b>	<b>64.2%</b>	<b>28,245,039</b>	<b>71.6%</b>	<b>23,473,710</b>	

**MCWRA Assigned Fund Balance Summary**

Fund	Fund Name	BSA	Description	FY25 Ending Balance	Change in FY26	FY26 Ending Balance
111	Administration Fund	3123	Canyon Del Rey Improvement	12,200	0	12,200
116	Dam Operations	3123	Cloud Seeding Reserve	125,000	0	125,000
116	Dam Operations	3123	Capital Project (S.A. Penstock)	840,000	0	840,000
122	Reclamation Ditch	3123	Markeley Swamp Reserve	245,158	0	245,158
131	CSIP Operations	2569	USBR Loan Reserve	254,187	0	254,187



# County of Monterey

**Item No.7**

## Board Report

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

**Legistar File Number: WRAG 26-188**

**June 05, 2026**

**Introduced:** 5/27/2026

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Receive a Personnel Update (Staff: Jessell Fenley)



# County of Monterey

## Item No.8

### Board Report

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

Legistar File Number: WRAG 26-187

June 05, 2026

**Introduced:** 5/27/2026

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Grazing Lease Revenue Update (Staff: Jessell Fenley)



# County of Monterey

## Item No.9

### Board Report

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

Legistar File Number: WRAG 26-189

June 05, 2026

**Introduced:** 5/27/2026

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Boat Dock Revenue Update (Staff: Mallory Roberts)



# County of Monterey

**Item No.10**

## Board Report

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

**Legistar File Number: WRAG 26-190**

**June 05, 2026**

**Introduced:** 5/27/2026

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Monterey One Water Financial Reports thru March 31, 2026. (Staff: Nan Kim)

**Monterey One Water  
SVRP Interim Expenditures Report  
March 2026**

**Monterey One Water (FY 2025-26)**  
**SVRP Interim Expenditures Report - March 2026**

4/13/2026

Account Description	WRA Adopted Budget	March 2026 Expenditures	YTD Expenditures	YTD Encumbrances	YTD Total	% Used	Jan-26 FY 2026 PROJECTION	FY 2026 Projection (10/15/2025)	Estimated Budget Variance
Salaries, Wages & Bens	1,214,848	119,555	917,756	0	917,756	76%	1,212,948	1,214,848	1,900
Office Expenses	6,750	1,217	2,143	0	2,143	49%	4,400	6,750	2,350
Information Systems Exp	3,278	0	3,278	0	3,278	66%	5,000	3,180	(1,722)
Professional Services	130,000	31,665	108,039	41,257	149,295	100%	150,000	153,000	(20,000)
Operating Supplies	52,852	3,754	29,108	2,367	31,475	63%	50,250	60,500	2,602
Contract Services	84,480	83	51,612	0	51,612	78%	66,250	84,480	18,230
Chemicals	1,669,500	123,878	830,786	0	830,786	58%	1,425,000	1,718,500	244,500
Utilities	669,919	68,779	419,870	0	419,870	66%	636,000	669,919	33,919
Repairs & Maintenance	438,151	144,916	264,879	22,257	287,137	77%	371,750	468,601	66,401
Sludge Disposal Costs	128,250	0	0	0	0	0%	125,000	128,250	3,250
Indirect Costs	675,414	56,285	506,561	0	506,561	82%	621,139	675,414	54,275
<b>Sub-Total</b>	<b>5,073,442</b>	<b>550,131</b>	<b>3,134,032</b>	<b>65,881</b>	<b>3,199,913</b>	<b>69%</b>	<b>4,667,737</b>	<b>5,183,442</b>	<b>405,706</b>
Capital Outlay	260,000	0	103,024	134,093	237,117	100%	237,117	150,000	22,883
Capital Improvement	380,000	240,851	124,120	0	124,120	50%	247,376	380,000	0
<b>Total Expenditures</b>	<b>5,713,442</b>	<b>790,982</b>	<b>3,361,175</b>	<b>199,974</b>	<b>3,561,150</b>	<b>69%</b>	<b>5,152,230</b>	<b>5,713,442</b>	<b>428,589</b>
Bureau of Reclamation Loan Payment	1,020,000	0	0	0	0	0%	1,020,000	1,020,000	0
<b>Grand Total</b>	<b>6,733,442</b>	<b>790,982</b>	<b>3,361,175</b>	<b>199,974</b>	<b>3,561,150</b>	<b>58%</b>	<b>6,172,230</b>	<b>6,733,442</b>	<b>0</b>

**Expenditure Status Report**

**MONTEREY ONE WATER  
 3/1/2026 through 3/31/2026**

**04 SVRP Fund**

**050 RECLAMATION TERTIARY PLANT O&M**

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
5000 SALARIES AND WAGE EXPENSE						
5012-00 WAGES & BENEF.FROM DEPTS.	1,212,098.00	119,555.23	917,756.04	0.00	294,341.96	75.72
<b>Total SALARIES AND WAGE EXPENSE</b>	1,212,098.00	119,555.23	917,756.04	0.00	294,341.96	75.72
5100 EMPLOYEE BENEFITS						
<b>Total EMPLOYEE BENEFITS</b>	0.00	0.00	0.00	0.00	0.00	0.00
5200 EMPLOYEE OTHER BENEFITS						
5225-00 TRAINING	1,000.00	25.00	25.00	0.00	975.00	2.50
5230-00 CERTIFICATION FEES	250.00	0.00	0.00	0.00	250.00	0.00
5235-00 CONFERENCE/MEETINGS & TRAVEL	1,500.00	0.00	0.00	0.00	1,500.00	0.00
<b>Total EMPLOYEE OTHER BENEFITS</b>	2,750.00	25.00	25.00	0.00	2,725.00	0.91
6000 OFFICE EXPENSE						
6010-00 OFFICE SUPPLIES	200.00	0.00	0.00	0.00	200.00	0.00
6012-00 OFFICE/COMPUTER EQUIPMENT	3,000.00	0.00	0.00	0.00	3,000.00	0.00
6025-00 PRINTING AND DUPLICATING	250.00	0.00	0.00	0.00	250.00	0.00
6045-00 MEMBERSHIP DUES & PUBLICATIONS	300.00	0.00	0.00	0.00	300.00	0.00
6050-00 POSTAGE AND DELIVERY SERVICE	2,500.00	1,217.29	2,142.95	0.00	357.05	85.72
6060-00 OFFICE FURNISHINGS	500.00	0.00	0.00	0.00	500.00	0.00
<b>Total OFFICE EXPENSE</b>	6,750.00	1,217.29	2,142.95	0.00	4,607.05	31.75
6100 INFORMATION SYSTEMS EXPENSE						
6170-00 MISC SUPPORT SERVICES	3,277.68	0.00	3,277.68	0.00	0.00	100.00
<b>Total INFORMATION SYSTEMS EXPENSE</b>	3,277.68	0.00	3,277.68	0.00	0.00	100.00
6200 PROFESSIONAL SERVICES						
6231-00 OUTSIDE CONTRACT WORK	79,000.00	21,474.64	59,627.03	26,630.32	-7,257.35	109.19
6238-00 TECHNICAL SUPPORT	46,000.00	10,190.60	48,411.59	14,626.39	-17,037.98	137.04

**Expenditure Status Report**

**MONTEREY ONE WATER  
 3/1/2026 through 3/31/2026**

**04 SVRP Fund**

**050 RECLAMATION TERTIARY PLANT O&M**

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
6260-00 LEGAL SERVICES	5,000.00	0.00	0.00	0.00	5,000.00	0.00
<b>Total</b> PROFESSIONAL SERVICES	130,000.00	31,665.24	108,038.62	41,256.71	-19,295.33	114.84
7000 OPERATING SUPPLIES						
7005-00 BACTERIOLOGICAL SUPPLIES	5,500.00	0.00	2,996.20	0.00	2,503.80	54.48
7012-00 OPERATING EQUIPMENT	0.00	0.00	428.54	0.00	-428.54	0.00
7025-00 LAB CHEMICAL SUPPLIES	13,200.00	1,176.40	14,296.17	0.00	-1,096.17	108.30
7030-00 GENERAL LAB SUPPLIES	3,752.32	-69.82	2,450.60	0.00	1,301.72	65.31
7035-00 HOSES	6,000.00	0.00	0.00	0.00	6,000.00	0.00
7040-00 OIL AND GREASE SUPPLIES	1,100.00	0.00	0.00	0.00	1,100.00	0.00
7050-00 PAINT AND PAINT SUPPLIES	250.00	280.86	280.86	0.00	-30.86	112.34
7055-00 PROTECTIVE CLOTHING	1,000.00	0.00	0.00	0.00	1,000.00	0.00
7062-00 FILTER MEDIA	5,000.00	2,367.01	2,367.01	2,367.01	265.98	94.68
7065-00 SAFETY SUPPLIES	3,500.00	0.00	0.00	0.00	3,500.00	0.00
7070-00 SMALL SHOP TOOLS	550.00	0.00	0.00	0.00	550.00	0.00
7071-00 TOOLS \$250 < \$2499	550.00	0.00	1,096.29	0.00	-546.29	199.33
7090-00 GENERAL OPERATING SUPPLIES	12,450.00	0.00	5,192.49	0.00	7,257.51	41.71
<b>Total</b> OPERATING SUPPLIES	52,852.32	3,754.45	29,108.16	2,367.01	21,377.15	59.55
7200 CONTRACT SERVICES						
7210-00 LABORATORY ANALYSIS SERVICE	16,500.00	82.50	6,055.81	0.00	10,444.19	36.70
7230-00 EQUIPMENT RENTAL	5,000.00	0.00	0.00	0.00	5,000.00	0.00
7240-00 LAUNDRY SERVICES	500.00	0.00	0.00	0.00	500.00	0.00
7270-00 PERMIT FEES	60,060.00	0.00	45,556.63	0.00	14,503.37	75.85
7271-00 SAFETY CERTIFICATION FEES - EQUIPMENT	2,420.00	0.00	0.00	0.00	2,420.00	0.00
<b>Total</b> CONTRACT SERVICES	84,480.00	82.50	51,612.44	0.00	32,867.56	61.09
7300 CHEMICALS						
7320-00 CHLORINE-RECLAMATION	1,400,000.00	78,365.00	688,157.13	0.00	711,842.87	49.15
7355-00 POLYALUMINUM CHLORIDE	251,000.00	45,512.56	133,307.49	0.00	117,692.51	53.11
7390-00 SODIUM HYPOCHLORITE	18,500.00	0.00	9,321.32	0.00	9,178.68	50.39
<b>Total</b> CHEMICALS	1,669,500.00	123,877.56	830,785.94	0.00	838,714.06	49.76

**Expenditure Status Report**

**MONTEREY ONE WATER  
 3/1/2026 through 3/31/2026**

04 SVRP Fund

050 RECLAMATION TERTIARY PLANT O&M

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
7400 UTILITIES						
7425-00 ELECTRICITY - RECLAMATION	649,669.00	65,265.83	398,852.53	0.00	250,816.47	61.39
7450-00 GAS/NATURAL GAS - RECLAMATION	18,150.00	3,512.68	21,017.22	0.00	-2,867.22	115.80
7480-00 TELEPHONE/ALARM - RTP	2,100.00	0.00	0.00	0.00	2,100.00	0.00
<b>Total UTILITIES</b>	669,919.00	68,778.51	419,869.75	0.00	250,049.25	62.67
7600 MAINTENANCE & REPAIRS						
7610-00 BUILDING & GROUNDS REPAIRS	20,875.00	250.00	7,638.98	0.00	13,236.02	36.59
7615-00 CHLORINATOR/SULFONATOR REPAIR	267,500.00	107,561.11	154,449.10	0.03	113,050.87	57.74
7620-00 CNTRL.PANELS/INSTRUMENT REPAIR	41,800.00	16,315.77	30,204.43	0.00	11,595.57	72.26
7645-00 MONITORING/SAFETY EQUIP REPAIR	13,125.00	0.00	0.00	0.00	13,125.00	0.00
7670-00 PUMP REPAIR	47,700.00	9,601.62	37,844.32	12,281.31	-2,425.63	105.09
7678-00 CHEMICAL EQUIP REPAIR-PUMP STN	2,750.00	0.00	0.00	0.00	2,750.00	0.00
7685-00 GENERAL EQUIPMENT REPAIR	44,401.00	11,187.17	34,742.38	9,976.01	-317.39	100.71
<b>Total MAINTENANCE &amp; REPAIRS</b>	438,151.00	144,915.67	264,879.21	22,257.35	151,014.44	65.53
7700 REIMBURSEABLE EXPENSES						
7796-00 SLUDGE DISPOSAL COSTS	128,250.00	0.00	0.00	0.00	128,250.00	0.00
7799-00 INDIRECT COSTS	675,414.00	56,284.50	506,560.50	0.00	168,853.50	75.00
<b>Total REIMBURSEABLE EXPENSES</b>	803,664.00	56,284.50	506,560.50	0.00	297,103.50	63.03
8000 NON-OPERATING EXPENSES						
8002-00 CAPITAL OUTLAY - EQUIPMENT	260,000.00	0.00	103,023.69	134,093.28	22,883.03	91.20
<b>Total NON-OPERATING EXPENSES</b>	260,000.00	0.00	103,023.69	134,093.28	22,883.03	91.20
<b>Total SVRP Fund</b>	5,333,442.00	550,155.95	3,237,079.98	199,974.35	1,896,387.67	64.44
<b>Grand Total</b>	5,333,442.00	550,155.95	3,237,079.98	199,974.35	1,896,387.67	64.44

**FY 2026**  
**Encumbrances as of March 31, 2026**

SVRP 04-050		
Vendor Name	Amount	Description
Wesco Distribution	\$ 26,630.32	SVRP XFRM REPAIR
TM Process & Controls	\$ 5,673.73	SCADA Programming
Rexel USA	\$ 8,752.66	SVRP ADD CONDUCTIVITY TO BASIN
Howard Carter & Associates	\$ 200.00	SVRP STRUCTURE ENGINEERING DESIGN
Carbon Activated Corp	\$ 2,367.01	SVRP FILTER FOR ANTHRACITE MEDIA
Southwest Valve, LLC	\$ 9,976.01	General Equipment Repair
Shape Incorporated	\$ 12,281.31	SVRP PUMP REBUILD
UET Mixers	\$ 6,340.69	SVRP XCEL-350N 15HP RAPID MIXER
Southwest Valve, LLC	\$ 127,752.59	42" BUTTERFLY VALVE, FLANGED CLASS 150, DUCTILE IRIN BODY, DI DISC, STAINLESS STEM,
<b>Total</b>	<b>\$ 199,974.32</b>	

**Monterey One Water  
CSIP Interim Expenditures Report  
March 2026**

Monterey One Water (FY 2025-26)

4/13/2026

CSIP Interim Expenditures Report - March 2026

Account Description	WRA Adopted Budget	March 2026 Expenditures	YTD Expenditures	YTD Encumbrances	YTD Total	% Used	FY 2026 Jan-26 PROJECTION	FY 2026 Projection (10/15/25)	Estimated Budget Variance
Salaries, Wages & Bens	709,050	68,222	486,182	0	486,182	69%	700,000	709,050	9,050
Office Expenses	2,200	0	67	0	67	7%	1,000	2,200	1,200
Information Systems Exp	3,465	0	3,278	0	3,278	51%	6,400	3,465	(2,935)
Professional Services	120,000	10,785	48,448	21,320	69,768	58%	120,000	120,000	0
Operating Supplies	37,334	2,773	12,735	0	12,735	40%	31,925	37,334	5,409
Contract Services	43,000	882	6,144	0	6,144	27%	22,500	43,000	20,500
Utilities	693,580	33,656	314,979	0	314,979	52%	600,000	693,580	93,580
Repairs & Maintenance	112,938	14,574	44,491	0	44,491	41%	107,300	112,938	5,638
Vehicle Mileage Charges	17,500	0	11,407	0	11,407	52%	22,000	17,500	(4,500)
Indirect Costs	255,065	21,255	191,299	0	191,299	82%	233,613	255,065	21,452
<b>Total Expenditures</b>	<b>1,994,132</b>	<b>152,148</b>	<b>1,119,030</b>	<b>21,320</b>	<b>1,140,350</b>	<b>62%</b>	<b>1,844,738</b>	<b>1,994,132</b>	<b>149,394</b>
Capital Outlay	20,000	0	0	0	0	0%		20,000	0
Capital Improvement	0	0	0	0	0	0%		0	0
<b>Grand Total</b>	<b>2,014,132</b>	<b>152,148</b>	<b>1,119,030</b>	<b>21,320</b>	<b>1,140,350</b>	<b>62%</b>	<b>1,844,738</b>	<b>2,014,132</b>	<b>149,394</b>

**Expenditure Status Report**

**MONTEREY ONE WATER  
 3/1/2026 through 3/31/2026**

**05 CSIP Fund**

**055 RECLAMATION DISTRIBUTION O & M**

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
5000 SALARIES AND WAGE EXPENSE						
5011-00 WAGES & BENEF ALLOCATED TO CIP	0.00	0.00	-240.09	0.00	240.09	0.00
5012-00 WAGES & BENEF.FROM DEPTS.	672,750.00	68,222.17	486,422.50	0.00	186,327.50	72.30
5020-00 OVERTIME	10,000.00	0.00	0.00	0.00	10,000.00	0.00
5030-00 STANDBY PAY	25,000.00	0.00	0.00	0.00	25,000.00	0.00
<b>Total SALARIES AND WAGE EXPENSE</b>	<b>707,750.00</b>	<b>68,222.17</b>	<b>486,182.41</b>	<b>0.00</b>	<b>221,567.59</b>	<b>68.69</b>
5100 EMPLOYEE BENEFITS						
<b>Total EMPLOYEE BENEFITS</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
5200 EMPLOYEE OTHER BENEFITS						
5225-00 TRAINING	500.00	0.00	50.00	0.00	450.00	10.00
5230-00 CERTIFICATION FEES	300.00	0.00	0.00	0.00	300.00	0.00
5235-00 CONFERENCE/MEETINGS & TRAVEL	500.00	0.00	0.00	0.00	500.00	0.00
<b>Total EMPLOYEE OTHER BENEFITS</b>	<b>1,300.00</b>	<b>0.00</b>	<b>50.00</b>	<b>0.00</b>	<b>1,250.00</b>	<b>3.85</b>
6000 OFFICE EXPENSE						
6010-00 OFFICE SUPPLIES	500.00	0.00	0.00	0.00	500.00	0.00
6012-00 OFFICE/COMPUTER EQUIPMENT	500.00	0.00	0.00	0.00	500.00	0.00
6025-00 PRINTING AND DUPLICATING	100.00	0.00	0.00	0.00	100.00	0.00
6045-00 MEMBERSHIP DUES & PUBLICATIONS	700.00	0.00	0.00	0.00	700.00	0.00
6050-00 POSTAGE AND DELIVERY SERVICE	100.00	0.00	66.76	0.00	33.24	66.76
6060-00 OFFICE FURNISHINGS	300.00	0.00	0.00	0.00	300.00	0.00
<b>Total OFFICE EXPENSE</b>	<b>2,200.00</b>	<b>0.00</b>	<b>66.76</b>	<b>0.00</b>	<b>2,133.24</b>	<b>3.03</b>
6100 INFORMATION SYSTEMS EXPENSE						
6170-00 MISC SUPPORT SERVICES	3,465.00	0.00	3,277.67	0.00	187.33	94.59
<b>Total INFORMATION SYSTEMS EXPENSE</b>	<b>3,465.00</b>	<b>0.00</b>	<b>3,277.67</b>	<b>0.00</b>	<b>187.33</b>	<b>94.59</b>
6200 PROFESSIONAL SERVICES						

**Expenditure Status Report**

**MONTEREY ONE WATER  
 3/1/2026 through 3/31/2026**

**05 CSIP Fund**

**055 RECLAMATION DISTRIBUTION O & M**

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
6231-00 OUTSIDE CONTRACT WORK	60,000.00	2,119.33	13,219.52	0.00	46,780.48	22.03
6238-00 TECHNICAL SUPPORT	60,000.00	8,666.00	35,228.55	21,320.21	3,451.24	94.25
<b>Total PROFESSIONAL SERVICES</b>	120,000.00	10,785.33	48,448.07	21,320.21	50,231.72	58.14
7000 OPERATING SUPPLIES						
7005-00 BACTERIOLOGICAL SUPPLIES	4,000.00	0.00	2,555.85	0.00	1,444.15	63.90
7015-00 SCADA EQUIPMENT& SOFTWARE < \$2499	4,000.00	0.00	0.00	0.00	4,000.00	0.00
7025-00 LAB CHEMICAL SUPPLIES	3,200.00	149.33	1,877.16	0.00	1,322.84	58.66
7030-00 GENERAL LAB SUPPLIES	2,100.00	149.27	1,268.65	0.00	831.35	60.41
7035-00 HOSES	250.00	0.00	0.00	0.00	250.00	0.00
7040-00 OIL AND GREASE SUPPLIES	3,000.00	0.00	0.00	0.00	3,000.00	0.00
7050-00 PAINT AND PAINT SUPPLIES	600.00	0.00	0.00	0.00	600.00	0.00
7055-00 PROTECTIVE CLOTHING	800.00	0.00	183.19	0.00	616.81	22.90
7065-00 SAFETY SUPPLIES	200.00	0.00	0.00	0.00	200.00	0.00
7070-00 SMALL SHOP TOOLS	1,100.00	0.00	907.47	0.00	192.53	82.50
7071-00 TOOLS \$250 < \$2499	1,500.00	0.00	1,065.49	0.00	434.51	71.03
7090-00 GENERAL OPERATING SUPPLIES	16,584.00	2,474.53	4,877.11	0.00	11,706.89	29.41
<b>Total OPERATING SUPPLIES</b>	37,334.00	2,773.13	12,734.92	0.00	24,599.08	34.11
7200 CONTRACT SERVICES						
7210-00 LABORATORY ANALYSIS SERVICE	35,000.00	0.00	1,975.52	0.00	33,024.48	5.64
7230-00 EQUIPMENT RENTAL	5,000.00	0.00	0.00	0.00	5,000.00	0.00
7240-00 LAUNDRY SERVICES	3,000.00	881.59	4,168.68	0.00	-1,168.68	138.96
<b>Total CONTRACT SERVICES</b>	43,000.00	881.59	6,144.20	0.00	36,855.80	14.29
7300 CHEMICALS						
<b>Total CHEMICALS</b>	0.00	0.00	0.00	0.00	0.00	0.00
7400 UTILITIES						
7425-00 ELECTRICITY-RECLAMATION	690,000.00	33,355.31	313,109.15	0.00	376,890.85	45.38
7440-00 GARBAGE DISPOSAL-RECLAMATION	1,200.00	0.00	0.00	0.00	1,200.00	0.00

**Expenditure Status Report**

**MONTEREY ONE WATER  
 3/1/2026 through 3/31/2026**

05 CSIP Fund

055 RECLAMATION DISTRIBUTION O & M

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
7471-00 TELEPHONE-CELLULAR	1,500.00	0.00	531.76	0.00	968.24	35.45
7490-00 WATER - DRINKING	880.00	300.83	1,338.05	0.00	-458.05	152.05
<b>Total UTILITIES</b>	693,580.00	33,656.14	314,978.96	0.00	378,601.04	45.41
7600 MAINTENANCE & REPAIRS						
7610-00 BUILDING & GROUNDS REPAIRS	10,000.00	728.38	728.38	0.00	9,271.62	7.28
7620-00 CNTRL.PANELS/INSTRUMENT REPAIR	42,263.00	14,682.81	34,915.48	0.00	7,347.52	82.61
7645-00 MONITORING/SAFETY EQUIP REPAIR	300.00	0.00	0.00	0.00	300.00	0.00
7685-00 GENERAL EQUIPMENT REPAIR	60,375.00	-837.43	8,847.13	0.00	51,527.87	14.65
<b>Total MAINTENANCE &amp; REPAIRS</b>	112,938.00	14,573.76	44,490.99	0.00	68,447.01	39.39
7700 REIMBURSEABLE EXPENSES						
7797-00 VEHICLE MILEAGE CHARGES	17,500.00	0.00	11,407.20	0.00	6,092.80	65.18
7799-00 INDIRECT COSTS	255,065.00	21,255.42	191,298.74	0.00	63,766.26	75.00
<b>Total REIMBURSEABLE EXPENSES</b>	272,565.00	21,255.42	202,705.94	0.00	69,859.06	74.37
8000 NON-OPERATING EXPENSES						
8002-00 CAPITAL OUTLAY - EQUIPMENT	20,000.00	0.00	0.00	0.00	20,000.00	0.00
<b>Total NON-OPERATING EXPENSES</b>	20,000.00	0.00	0.00	0.00	20,000.00	0.00
<b>Total CSIP Fund</b>	2,014,132.00	152,147.54	1,119,079.92	21,320.21	873,731.87	56.62
<b>Grand Total</b>	2,014,132.00	152,147.54	1,119,079.92	21,320.21	873,731.87	56.62

**FY 2026**  
**Encumbrances as of March 31, 2026**

CSIP 05-055		
<b>Vendor Name</b>	<b>Amount</b>	<b>Description</b>
TM Process & Controls	\$ 6,267.55	SCADA Programming
Steven Pallad	\$ 6,300.00	CSIP Weekly Water Use Report
Rexel USA	\$ 8,752.66	Support Agreement
<b>Total</b>	<b>\$ 21,320.21</b>	

**Monterey One Water  
SRDF Interim Expenditures Report  
March 2026**

**Monterey One Water (FY 2025-26)**  
**SRDF Interim Expenditures Report - March 2026**

4/13/2026

Account Description	WRA Adopted Budget	March 2026 Expenditures	YTD Expenditures	YTD Encumbrances	YTD Total	% Used	FY 2026 PROJECTION	FY 2026 Projection (12/15/25)	Estimated Budget Variance
Salaries, Wages & Bens	140,598	9,425	135,918	0	135,918	97%	140,598	140,598	0
Office Expenses	2,500	0	0	0	0	0%	1,500	2,500	1,000
Information Systems Exp	5,460	0	3,278	0	3,278	51%	6,400	5,460	(940)
Professional Services	99,000	736	10,660	6,907	17,568	20%	90,000	99,000	9,000
Operating Supplies	11,200	596	5,686	0	5,686	43%	13,150	11,200	(1,950)
Contract Services	14,800	0	264	0	264	5%	5,400	14,800	9,400
Chemicals	425,500	0	180,874	0	180,874	52%	350,000	425,500	75,500
Utilities	603,786	723	308,630	0	308,630	54%	575,000	603,786	28,786
Repairs & Maintenance	92,766	3,019	20,602	0	20,602	24%	85,250	92,766	7,516
Sludge Disposal Costs	500	0	0	0	0	0%	500	500	0
Indirect Costs	202,436	16,870	151,827	0	151,827	83%	183,831	202,436	18,605
<b>Total Expenditures</b>	<b>1,598,546</b>	<b>31,370</b>	<b>817,740</b>	<b>6,907</b>	<b>824,647</b>	<b>56.8%</b>	<b>1,451,629</b>	<b>1,598,546</b>	<b>146,917</b>
Capital Outlay	0	0	0	0	0	0%		0	0
Capital Improvement	31,250	0	0	0	0	0%	31,250	31,250	0
<b>Grand Total</b>	<b>1,629,796</b>	<b>31,370</b>	<b>817,740</b>	<b>6,907</b>	<b>824,647</b>	<b>56%</b>	<b>1,482,879</b>	<b>1,629,796</b>	<b>146,917</b>

**Expenditure Status Report**

**MONTEREY ONE WATER**  
 3/1/2026 through 3/31/2026

**06 SRDF Fund**

**057 SALINAS RIVER DIVERSION FACILITY O&M**

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
5000 SALARIES AND WAGE EXPENSE						
5012-00 WAGES & BENEF.FROM DEPTS.	140,598.00	9,425.49	135,918.40	0.00	4,679.60	96.67
<b>Total SALARIES AND WAGE EXPENSE</b>	140,598.00	9,425.49	135,918.40	0.00	4,679.60	96.67
5100 EMPLOYEE BENEFITS						
<b>Total EMPLOYEE BENEFITS</b>	0.00	0.00	0.00	0.00	0.00	0.00
5200 EMPLOYEE OTHER BENEFITS						
<b>Total EMPLOYEE OTHER BENEFITS</b>	0.00	0.00	0.00	0.00	0.00	0.00
6000 OFFICE EXPENSE						
6012-00 OFFICE/COMPUTER EQUIPMENT	2,500.00	0.00	0.00	0.00	2,500.00	0.00
<b>Total OFFICE EXPENSE</b>	2,500.00	0.00	0.00	0.00	2,500.00	0.00
6100 INFORMATION SYSTEMS EXPENSE						
6170-00 MISC SUPPORT SERVICES	5,460.00	0.00	3,277.67	0.00	2,182.33	60.03
<b>Total INFORMATION SYSTEMS EXPENSE</b>	5,460.00	0.00	3,277.67	0.00	2,182.33	60.03
6200 PROFESSIONAL SERVICES						
6231-00 OUTSIDE CONTRACT WORK	55,000.00	736.19	1,948.88	925.00	52,126.12	5.23
6238-00 TECHNICAL SUPPORT	44,000.00	0.00	8,711.51	5,982.46	29,306.03	33.40
<b>Total PROFESSIONAL SERVICES</b>	99,000.00	736.19	10,660.39	6,907.46	81,432.15	17.75
7000 OPERATING SUPPLIES						
7005-00 BACTERIOLOGICAL SUPPLIES	1,400.00	0.00	2,174.80	0.00	-774.80	155.34
7012-00 OPERATING EQUIPMENT	200.00	0.00	0.00	0.00	200.00	0.00
7015-00 SCADA EQUIPMENT& SOFTWARE < \$2499	1,500.00	0.00	0.00	0.00	1,500.00	0.00
7025-00 LAB CHEMICAL SUPPLIES	3,000.00	0.00	702.27	0.00	2,297.73	23.41
7030-00 GENERAL LAB SUPPLIES	500.00	0.00	644.79	0.00	-144.79	128.96

**Expenditure Status Report**

**MONTEREY ONE WATER  
 3/1/2026 through 3/31/2026**

**06 SRDF Fund**

**057 SALINAS RIVER DIVERSION FACILITY O&M**

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
7035-00 HOSES/CLAMPS/CONNECTORS	200.00	0.00	0.00	0.00	200.00	0.00
7040-00 OIL AND GREASE SUPPLIES	800.00	515.98	515.98	0.00	284.02	64.50
7050-00 PAINT	500.00	0.00	0.00	0.00	500.00	0.00
7065-00 SAFETY SUPPLIES	300.00	0.00	0.00	0.00	300.00	0.00
7070-00 SMALL SHOP TOOLS < \$250	200.00	0.00	0.00	0.00	200.00	0.00
7071-00 TOOLS \$250 < \$2499	700.00	0.00	0.00	0.00	700.00	0.00
7090-00 GENERAL OPERATING SUPPLIES	1,900.00	80.36	1,648.65	0.00	251.35	86.77
<b>Total OPERATING SUPPLIES</b>	<b>11,200.00</b>	<b>596.34</b>	<b>5,686.49</b>	<b>0.00</b>	<b>5,513.51</b>	<b>50.77</b>
7200 CONTRACT SERVICES						
7210-00 LABORATORY ANALYSIS SERVICE	12,000.00	0.00	264.04	0.00	11,735.96	2.20
7220-00 COMMUNICATIONS EQUIP. AND SERVICE	1,200.00	0.00	0.00	0.00	1,200.00	0.00
7230-00 EQUIPMENT RENTAL	1,600.00	0.00	0.00	0.00	1,600.00	0.00
<b>Total CONTRACT SERVICES</b>	<b>14,800.00</b>	<b>0.00</b>	<b>264.04</b>	<b>0.00</b>	<b>14,535.96</b>	<b>1.78</b>
7300 CHEMICALS						
7320-00 CHLORINE - SRDF	425,500.00	0.00	180,874.00	0.00	244,626.00	42.51
<b>Total CHEMICALS</b>	<b>425,500.00</b>	<b>0.00</b>	<b>180,874.00</b>	<b>0.00</b>	<b>244,626.00</b>	<b>42.51</b>
7400 UTILITIES						
7425-00 ELECTRICITY - SRDF	603,750.00	722.80	308,629.74	0.00	295,120.26	51.12
7471-00 CELLULAR SERVICE	36.00	0.00	0.00	0.00	36.00	0.00
<b>Total UTILITIES</b>	<b>603,786.00</b>	<b>722.80</b>	<b>308,629.74</b>	<b>0.00</b>	<b>295,156.26</b>	<b>51.12</b>
7600 MAINTENANCE & REPAIRS						
7610-00 BUILDING & GROUNDS MAINT & REPAIRS	9,559.00	0.00	0.00	0.00	9,559.00	0.00
7615-00 CHLORINATOR/SULFONATOR MAINT & REPAIR	52,307.00	0.00	5,609.38	0.00	46,697.62	10.72
7620-00 CNTRL.PANELS/INSTRUMENT MAINT & REPAIR	5,500.00	0.00	4,065.11	0.00	1,434.89	73.91
7645-00 MONITORING/SAFETY EQUIP MAINT & REPAIR	500.00	0.00	0.00	0.00	500.00	0.00
7670-00 PUMP MAINT & REPAIR-RTP	7,500.00	0.00	0.00	0.00	7,500.00	0.00
7685-00 GENERAL EQUIPMENT MAINT & REPAIR	17,400.00	3,019.10	10,927.72	0.00	6,472.28	62.80

**Expenditure Status Report**

MONTEREY ONE WATER  
 3/1/2026 through 3/31/2026

06 SRDF Fund

057 SALINAS RIVER DIVERSION FACILITY O&M

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
Total MAINTENANCE & REPAIRS	92,766.00	3,019.10	20,602.21	0.00	72,163.79	22.21
7700 REIMBURSEABLE EXPENSES						
7796-00 SLUDGE DISPOSAL COSTS	500.00	0.00	0.00	0.00	500.00	0.00
7799-00 INDIRECT COSTS	202,436.00	16,869.67	151,826.99	0.00	50,609.01	75.00
Total REIMBURSEABLE EXPENSES	202,936.00	16,869.67	151,826.99	0.00	51,109.01	74.82
8000 NON-OPERATING EXPENSES						
Total NON-OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00
Total SRDF Fund	1,598,546.00	31,369.59	817,739.93	6,907.46	773,898.61	51.59
<b>Grand Total</b>	1,598,546.00	31,369.59	817,739.93	6,907.46	773,898.61	51.59

**FY 2026**  
**Encumbrances as of March 31, 2026**

SRDF 06-057		
<b>Vendor Name</b>	<b>Amount</b>	<b>Description</b>
TM Process & Controls	\$ 5,982.46	SCADA Programming
Intelli-Tech	\$ 925.00	SRDF Annual Fire Alarm Inspections
<b>Total</b>	<b>\$ 6,907.46</b>	



# County of Monterey

## Item No.11

### Board Report

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

Legistar File Number: WRAG 26-191

June 05, 2026

**Introduced:** 5/27/2026

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WR General Agenda

Set the next meeting date and discuss future agenda items.

**MONTEREY COUNTY WATER RESOURCES AGENCY  
AGREEMENT FOR SERVICES**

This is an agreement (“Agreement”) between the Monterey County Water Resources Agency, hereinafter called "Agency," and The Don Chapin Co, Inc., a California Corporation hereinafter called "CONTRACTOR".

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

1. **Scope of Work.** Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the **Scope of Work/Work Schedule set forth in Exhibit A**
  - (a) The scope of work is briefly described and outlined as follows:  
Provide excavation services, valve repairs and other services, as directed by Agency Staff, by providing labor, equipment and supplies for maintenance and repairs in CSIP and other Agency Facilities.
  - (b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
  - (c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
  - (d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.
  
2. **Term of Agreement.** The term of this Agreement shall begin on February 9th, 2026, by CONTRACTOR and Agency, and will terminate on December 31st, 2027, unless earlier terminated as provided herein.

3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is One hundred thousand dollars, (\$100,000).

4. Monthly Invoices by CONTRACTOR; Payment.

- (a) CONTRACTOR shall submit to Agency an invoice, in a format approved by Agency, setting forth the amounts claimed by CONTRACTOR, together with an itemized basis for such amounts, and setting forth such other pertinent information Agency may require. CONTRACTOR shall submit such invoice monthly or as agreed by Agency, but in no event shall such invoice be submitted later than 30 days after completion of CONTRACTOR’s work hereunder. Agency shall certify the claim if it complies with this contract and shall promptly submit such claim to the Monterey County Auditor-Controller, who shall pay the certified amount within 30 days after receiving the invoice certified by Agency. It is understood and agreed that CONTRACTOR shall complete all work described in Exhibit A for an amount not exceeding that set forth above, notwithstanding CONTRACTOR’s submission of periodic invoices.
- (b) CONTRACTOR shall submit to Agency an invoice via email to [WRAAccountsPayable@countyofmonterey.gov](mailto:WRAAccountsPayable@countyofmonterey.gov) and to the Contract Administrator listed in Section 27.
- (c) CONTRACTOR agrees that Agency may withhold five percent (5%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to Agency.
- (d) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency’s maximum liability set forth above.
- (e) CONTRACTOR shall not be reimbursed for travel expenses unless expressly approved in writing in accordance with this Agreement.

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

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

6. Insurance.

6.1 Evidence of Coverage:

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

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

6.2 Qualifying Insurers:

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

6.3 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

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

6.4 Other Insurance Requirements.

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

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

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

10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

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

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

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

CONTRACTOR shall not disclose any confidential information received from Agency or prepared in connection with the performance of this Agreement without the express permission of Agency. CONTRACTOR shall promptly transmit to Agency all requests for disclosure of any such confidential information. CONTRACTOR shall not use any confidential information gained through the performance of this Agreement except for the

purpose of carrying out CONTRACTOR's obligations hereunder. When this Agreement expires or terminates, CONTRACTOR shall return to Agency all records, which CONTRACTOR utilized or received, from Agency to perform services under this Agreement.

10. Termination. Either party may terminate this Agreement by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination, which date shall be specified in any such notice. In the event of such termination, the amount payable hereunder shall be reduced in proportion to the services provided prior to the effective date of termination. Agency may terminate this Agreement at any time for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes, without limitation, the failure of CONTRACTOR to perform the required services at the time and in the manner provided herein. If Agency terminates this Agreement for good cause, Agency may be relieved of the payment of any consideration to CONTRACTOR, and Agency may proceed with the work in any manner, which it deems proper. Costs incurred by Agency thereby shall be deducted from any sum due CONTRACTOR.
11. Amendments and Modifications. No modification or amendment of this agreement shall be valid unless it is set forth in writing and executed by the parties.
12. Non-Discrimination. Throughout the performance of this Agreement, CONTRACTOR will not unlawfully discriminate against any person because of race, color, religion, gender, national origin, ancestry, physical disability, medical condition, marital status, age older than 40, or sexual orientation, gender identity or any other status protected under federal, state or local law, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR shall comply fully with all federal, State and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to any target population designated herein shall not be deemed prohibited discrimination.
13. Independent Contractor. In its performance under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not an employee of Agency. No offer or obligation of employment with Agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from Agency any form of benefits accorded to employees including without limitation leave time, health insurance, workers compensation coverage, disability benefits, and retirement contributions. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including without limitation federal and State income taxes and social security arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold harmless Agency from any and all liability, which Agency may incur because of CONTRACTOR's failure to make such payments.
14. Delegation of Duties; Subcontracting. CONTRACTOR is engaged by Agency for its unique qualifications and abilities. CONTRACTOR may not, therefore, delegate any of its basic

duties under this Agreement, except to the extent that delegation to CONTRACTOR's employees is contemplated herein. No work shall be subcontracted without the written consent of Agency, except as provided in this Agreement or its attachments. Notwithstanding any subcontract, CONTRACTOR shall continue to be liable to Agency for the performance of all work hereunder. CONTRACTOR shall not assign, sell, mortgage or otherwise transfer its interest or obligations in this Agreement without Agency's prior written consent.

15. Agency's Rights in Work Product. All original materials prepared by CONTRACTOR in connection with its work hereunder -- including but not limited to computer codes, customized computer routines developed using proprietary or commercial software packages, reports, documents, maps, graphs, charts, photographs and photographic negatives -- shall be the property of Agency and shall be delivered to Agency prior to final payment. CONTRACTOR may utilize any existing materials developed by CONTRACTOR prior to commencement of work under this Agreement, which materials shall remain the property of CONTRACTOR.

16. Independent Contractor Compliance with Government Code Section 1097.6(c). This section applies to those situations when a contractor/consultant is awarded a Contract for a preliminary phase of a project, with future phases to be bid separately. This section does not apply to those situations when a Contract is awarded for multiple phases of a project under a single contract/proposal. When applicable, and as described below, CONTRACTOR's duties and services under this Agreement shall not include preparing or assisting the Agency with any portion of the Agency's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the Agency. The Agency shall at all times retain responsibility for public contracting, including with respect to any subsequent phase stemming from this Agreement. CONTRACTOR's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONTRACTOR shall cooperate with the Agency to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if applicable, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONTRACTOR pursuant to this Agreement.

17. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which Agency is the grantee, CONTRACTOR shall comply with all provisions of such grant applicable to CONTRACTOR's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.

18. Conflict of Interest. CONTRACTOR warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.

19. Governing Laws. This Agreement is entered into in the County of Monterey, State of California, and shall be construed and enforced in accordance with the laws of the State of California. The parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.

- 20. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 21. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.
- 22. Waiver. Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.
- 23. Successors and Assigns. This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.
- 24. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.
- 25. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.
- 26. Time is of the Essence. The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.

27. Contract Administrators.

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

Caroline Chapin

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Agency's designated administrator of this Agreement shall be:

Pete Vannerus

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

TO AGENCY	TO CONTRACTOR
Name: Pete Vannerus	Name: The Don Chapin Company, Inc: Attn
Address: 1441 Schilling Place- North Building Salinas, CA 93901	Address: 560 Crazy Horse Canyon Road, Salinas, CA 93907
Telephone: 831-755-4860	Telephone: 831-449-4273
Fax:	Fax:
E-Mail: VannerusP@countyofmonterey.gov	E-Mail: Cchapin@donchapin.com

29. Electronic Deliverables. Where feasible, all reports, documents and other printed information provided to the Agency pursuant to this Agreement shall be submitted in both written and Electronic formats.

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

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

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

- Exhibit A - Scope of Work/ Work Schedule
- Exhibit B - Fee Schedule

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

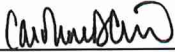
**MONTEREY COUNTY WATER RESOURCES AGENCY  
AGREEMENT FOR SERVICES**

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


**MONTEREY COUNTY WATER  
RESOURCES AGENCY:**

**CONTRACTOR:**

DocuSigned by:  
BY: Ara Azhderian  
Ara Azhderian  
General Manager

BY:   
Type Name: Caroline D. Chapin  
Title: EVP - Chief Operating Officer1  
Date: Feb 9, 2026

Date: 2/13/2026 | 8:35 AM PST

BY:   
Type Name: Rosalinda Pollock  
Title: Corporate Secretary  
Date: 2/10/2026


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


( \_\_\_\_\_ )  
**Agreement/Amendment No #** ( \_\_\_\_\_ )

\*\*\*\*\*

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

Approved as to fiscal provisions:


Signed by:  
  
22D690CA05A940B  
\_\_\_\_\_  
Chief Assistant County Counsel

Signed by:  
  
30922505678A4ED  
\_\_\_\_\_  
Administrative Analyst

Dated: 2/12/2026 | 2:05 PM PST  
\_\_\_\_\_

Dated: 2/13/2026 | 8:22 AM PST  
\_\_\_\_\_

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

DocuSigned by:  
  
E79EF64E57454F6  
\_\_\_\_\_  
Auditor-Controller <sup>2</sup>:

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

Dated: 2/12/2026 | 3:37 PM PST  
\_\_\_\_\_

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

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

## EXHIBIT A

### Scope of Work

The Services provided under this agreement shall include, but are not limited to, excavation work to repair multiple broken isolation valves in the CSIP Service area. Additional work at other Water Resources Agency Facilities shall be included. Equipment, labor and material to complete critical maintenance and repair tasks for continued operations will be rendered, as directed by Agency Staff. The work shall be performed under a time and material compensation basis to expedite repairs and allow minimal disruptions in operations.

For the immediate excavation project:

- At each site- Excavate down to the marked isolation valve actuator. The sites are all approximately 6-8ft deep from the surface to the valve. Due to buried infrastructure at the site, careful excavation is needed. (2" air release line runs parallel to turnout line).
- Install shoring to stabilize the hole for repair work of the Isolation valve actuator.
- After the repair of the broken actuator has been completed, shoring may be removed.
- Around the valve and actuator, install clean and filtered sand (utility trench sand or similar) to compact and achieve a minimum of 95% compaction. Lifts of 16" required.
- Sand compaction only needs a 3ft radius from the centerline of the isolation valve. The remaining area may be backfilled with native soil from the excavation
- The actuator key may need to be extended to bring the box and keyway up to the grade level.\* (2" square tube and 6" or 8" PVC tube)
- The concrete Crusty ring where the key is may need a 6" tapered concrete addition to the ring. The key would be slightly elevated at the end of the project to avoid being covered.
- Three bollards per site shall be installed at each site for the protection of the equipment. Orientation is decided per site and on-site to determine the best location. 3ft depth, 12" diameter hole, 4" bollard galvanized with cement internally filled, and a mortar domed cap. 3ft height minimum from ground level.
- Excess excavation material can be spread and compacted around each site.

## **EXHIBIT B**

### **Fee Schedule**

- Labor Rates shall be in accordance with general prevailing wage rates.
- Equipment Rates shall be in accordance with current Cal-trans equipment rental rates.
- Materials are to be provided on a cost basis plus acceptable mark up (current mark up rates per Cal-trans).



# SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE  
09/30/2025

NAME OF INSURED: THE DON CHAPIN COMPANY INC.



# Additional Insured – Automatic – Owners, Lessees Or Contractors

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. <b>GLO9674277-15</b>	Effective Date: <b>10/01/2025</b>
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This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:
  - a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
  - b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:
  - a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
  - b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
  - (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.
3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
  - (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
  - (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.
4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – **Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section IV – **Commercial General Liability Conditions**:

**Primary and Noncontributory insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the **Other Insurance** Condition under Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

**Additional Insured – Automatic – Owners, Lessees Or Contractors Limit**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

POLICY NUMBER: **GLO9674277-15**

**COMMERCIAL GENERAL LIABILITY**  
**CG 25 03 05 09**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED CONSTRUCTION PROJECT(S)  
 GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Designated Construction Project(s): A General Aggregate Limit applies to each construction project where the Named Insured is performing operations, however, a General Aggregate Limit does not apply to any construction project where the Named Insured is performing operations that are insured under a wrap up or any other consolidated or similar insurance program.**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  - 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  - 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
- 1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  - 2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

POLICY NUMBER: **GLO9674277-15**

**COMMERCIAL GENERAL LIABILITY**  
**CG 24 04 05 09**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Person Or Organization:**

**ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED THAT IS EXECUTED PRIOR TO THE ACCIDENT OR LOSS.**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



# Blanket Notification to Others of Cancellation or Non-Renewal

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. **GLO 9674277-15**

Effective Date: **10/01/2025**

This endorsement applies to insurance provided under the:

**Commercial General Liability Coverage Part**

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:
  - 1. Must be provided to us prior to cancellation or non-renewal;
  - 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
  - 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
  - 1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  - 2. At least 30 days prior to the effective date of:
    - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - b. Non-renewal, but not including conditional notice of renewal,
 unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
  - 1. Extend the Coverage Part cancellation or non-renewal date;
  - 2. Negate the cancellation or non-renewal; or
  - 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

<b>SCHEDULE</b>	
The total number of days for mailing or delivering with respect to Paragraph <b>B.1.</b> of this endorsement is amended to indicate the following number of days:	15*
The total number of days for mailing or delivering with respect to Paragraph <b>B.2.</b> of this endorsement is amended to indicate the following number of days:	30**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.



# Coverage Extension Endorsement

<b>THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.</b>	
Policy No. <b>BAP 9674279-15</b>	Effective Date: <b>10/01/2025</b>

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form**  
**Motor Carrier Coverage Form**

**A. Amended Who Is An Insured**

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

**B. Amendment – Supplementary Payments**

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**C. Fellow Employee Coverage**

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

**D. Driver Safety Program Liability and Physical Damage Coverage**

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

**E. Lease or Loan Gap Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

**Lease Or Loan Gap Coverage**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
  - (1) Overdue lease or loan payments at the time of the "loss";
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (3) Security deposits not returned by the lessor;
  - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
  - (5) Carry-over balances from previous leases or loans.

**F. Towing and Labor**

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

**G. Extended Glass Coverage**

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

**H. Hired Auto Physical Damage – Increased Loss of Use Expenses**

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

**Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
  - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

#### **I. Personal Effects Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

##### **Personal Effects Coverage**

- a. We will pay up to \$750 for "loss" to personal effects which are:
  - (1) Personal property owned by an "insured"; and
  - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
  - (1) The reasonable cost to replace; or
  - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
  - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
  - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
  - (3) Paintings, statuary and other works of art.
  - (4) Contraband or property in the course of illegal transportation or trade.
  - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

#### **J. Tapes, Records and Discs Coverage**

- 1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
- 2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

#### **K. Airbag Coverage**

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

#### **L. Two or More Deductibles**

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**M. Temporary Substitute Autos – Physical Damage**

1. The following is added to **Section I – Covered Autos**:

**Temporary Substitute Autos – Physical Damage**

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
  2. Repair;
  3. Servicing;
  4. "Loss"; or
  5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

**Temporary Substitute Autos – Physical Damage**

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

**N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss**

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

**O. Waiver of Transfer Of Rights Of Recovery Against Others To Us**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

**P. Employee Hired Autos – Physical Damage**

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**Q. Unintentional Failure to Disclose Hazards**

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

**R. Hired Auto – World Wide Coverage**

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

**S. Bodily Injury Redefined**

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

**T. Expected Or Intended Injury**

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

**Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**U. Physical Damage – Additional Temporary Transportation Expense Coverage**

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

**4. Coverage Extensions**

**a. Transportation Expenses**

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto**

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

**W. Return of Stolen Automobile**

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



# Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP9674279-15	10/01/2025	10/01/2026	10/01/2025	71235000	INCL	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial Automobile Coverage Part**

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
  - 1. Must be provided to us prior to cancellation or non-renewal;
  - 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
  - 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
  - 1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  - 2. At least 30 days prior to the effective date of:
    - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
  - 1. Extend the Coverage Part cancellation or non-renewal date;
  - 2. Negate the cancellation or non-renewal; or
  - 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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## **WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT— CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be \_\_\_\_\_ of the California workers' compensation pre-mium otherwise due on such remuneration.

### **Schedule**

#### **Person or Organization**

ALL PERSONS AND/OR ORGANIZATION THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

#### **Job Description**

ALL CA OPERATIONS

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**BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT**

This endorsement adds the following to Part Six of the policy.

**PART SIX  
CONDITIONS**

**Blanket Notification to Others of Cancellation or Nonrenewal**

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
  - a. Must be provided to us prior to cancellation or non-renewal;
  - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
  - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
  - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  - b. At least 30 days prior to the effective date of:
    - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
  - a. Extend the policy cancellation or non-renewal date;
  - b. Negate the cancellation or non-renewal; or
  - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective **10/01/2025**  
Insured: **Per Schedule on File**

Policy No. **WC9674280-17**

Endorsement No.  
Premium \$

Insurance Company:  
**Zurich American Insurance Company**

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

This is an agreement (“Agreement”) between the Monterey County Water Resources Agency, hereinafter called "Agency," and Phenix Environmental Planning, a sole proprietorship hereinafter called "CONTRACTOR".

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

1. **Scope of Work.** Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the **Scope of Work/Work Schedule set forth in Exhibit A:**
  - a) The scope of work is briefly described and outlined as follows:  
Environmental support services for the San Antonio Spillway Replacement Project.
  - b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
  - c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
  - d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.
2. **Term of Agreement.** The term of this Agreement shall begin on July 1, 2025 by CONTRACTOR and Agency, and will terminate on June 30, 2027, unless earlier terminated as provided herein.

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

Seventy Five Thousand Dollars

(\$ 75,000).

4. Monthly Invoices by CONTRACTOR; Payment.

- a) CONTRACTOR shall submit to Agency an invoice, in a format approved by Agency, setting forth the amounts claimed by CONTRACTOR, together with an itemized basis for such amounts, and setting forth such other pertinent information Agency may require. CONTRACTOR shall submit such invoice monthly or as agreed by Agency, but in no event shall such invoice be submitted later than 30 days after completion of CONTRACTOR's work hereunder. Agency shall certify the claim if it complies with this contract and shall promptly submit such claim to the Monterey County Auditor-Controller, who shall pay the certified amount within 30 days after receiving the invoice certified by Agency. It is understood and agreed that CONTRACTOR shall complete all work described in Exhibit A for an amount not exceeding that set forth above, notwithstanding CONTRACTOR's submission of periodic invoices.
- b) CONTRACTOR shall submit to Agency an invoice via email to [WRAAccountsPayable@countyofmonterey.gov](mailto:WRAAccountsPayable@countyofmonterey.gov) and to the Contract Administrator listed in Section 27.
- c) CONTRACTOR agrees that Agency may withhold five percent (5%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to Agency.
- d) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.
- e) CONTRACTOR shall not be reimbursed for travel expenses unless expressly approved in writing in accordance with this Agreement.

5. Indemnification.

- 5.1 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any

extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code sections 2782 or 2782.8, the broadest indemnity protection for the AGENCY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

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

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

6. Insurance.

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

This verification of coverage shall be sent to the Agency’s Contact, unless otherwise directed. The CONTRACTOR shall not receive a “Notice to Proceed” with the

work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the Agency. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

6.2 Qualifying Insurers:

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

6.3 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

of this Agreement.

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

6.4 Other Insurance Requirements.

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

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

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

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

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Agency, annual certificates to Agency's Contract Administrator. If

the certificate is not received by the expiration date, Agency shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles Agency, at its sole discretion, to terminate this Agreement immediately.

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

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

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

the payment of any consideration to CONTRACTOR, and Agency may proceed with the work in any manner, which it deems proper. Costs incurred by Agency thereby shall be deducted from any sum due CONTRACTOR.

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

negatives -- shall be the property of Agency and shall be delivered to Agency prior to final payment. CONTRACTOR may utilize any existing materials developed by CONTRACTOR prior to commencement of work under this Agreement, which materials shall remain the property of CONTRACTOR.

16. Independent Contractor Compliance with Government Code Section 1097.6(c). This section applies to those situations when a contractor/consultant is awarded a contract for a preliminary phase of a project, with future phases to bid separately. This section does not apply to those situations when a contract is awarded for multiple phases of a project under a single contract/proposal. When applicable, and as described below, CONTRACTOR's duties and services under this Agreement shall not include preparing or assisting the Agency with any portion of the Agency's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the Agency. The Agency shall at all times retain responsibility for public contracting, including with respect to any subsequent phase stemming from this Agreement. CONTRACTOR's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONTRACTOR shall cooperate with the Agency to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if applicable, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONTRACTOR pursuant to this Agreement.
17. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which Agency is the grantee, CONTRACTOR shall comply with all provisions of such grant applicable to CONTRACTOR's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.
18. Conflict of Interest. CONTRACTOR warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.
19. Governing Laws. This Agreement is entered into in the County of Monterey, State of California, and shall be construed and enforced in accordance with the laws of the State of California. The parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.
20. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
21. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

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

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

Laurie Warner Herson

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Agency’s designated administrator of this Agreement shall be:

Elise Harden

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

**TO AGENCY**

Name: Elise Harden  
 Address:  
 1441 Schilling Pl., Salinas, CA 93901  
 Telephone: 831.755.4860  
 Fax:  
 E-Mail: HardenE@countyofmonterey.gov

**TO CONTRACTOR**

Name: Laurie Warner Herson  
 Address:  
 15 Willow Cove Ct, Sacramento CA 95831  
 Telephone: 916.201.3935  
 Fax:  
 E-Mail: laurie.warner.herson@phenixenv.com

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

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

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

**MONTEREY COUNTY WATER  
RESOURCES AGENCY:**

**CONTRACTOR:**

BY: DocuSigned by:  
*Ara Azhderian*  
1E182FEB49A2435...

BY: Signed by:  
*Laurie Warner Herson*  
61ABDCB70D3B402...

Ara Azhderian  
General Manager

Type Name: Laurie Warner Herson  
Title: Principal/owner

Date: 7/14/2025 | 9:18 AM PDT

Date: 7/10/2025 | 10:02 AM PDT

BY:

Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

( \_\_\_\_\_ )  
**Agreement/Amendment No #** ( \_\_\_\_\_ )

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

Approved as to fiscal provisions:

Signed by:  
*Kelly L. Donlon*  
22D690CA05A940B  
\_\_\_\_\_  
Chief Assistant County Counsel

Signed by:  
*Trent Hill*  
30922505678A4ED  
\_\_\_\_\_  
Administrative Analyst

Dated: 7/10/2025 | 10:15 AM PDT

Dated: 7/14/2025 | 9:09 AM PDT

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

DocuSigned by:  
*Patricia Ruiz*  
E79EF64E57454F6  
\_\_\_\_\_  
Auditor-Controller <sup>2</sup>:

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

Dated: 7/10/2025 | 5:03 PM PDT

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

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

## **Exhibit A Scope of Work**

### San Antonio Spillway Project Environmental Project Management Scope of Work

Phenix Environmental Planning will serve as the Environmental Program Management consultant providing support to the Monterey County Water Resources Agency (MCWRA) for the proposed San Antonio Spillway Replacement Project (Project). Primary responsibilities include assisting MCWRA in the completion of the California Environmental Quality Act (CEQA) and other environmental compliance documentation, which may include compliance with the National Environmental Policy Act (NEPA), and the oversight of the selected environmental planning/permitting consultant.

The Environmental Program Management consultant scope of services will focus on providing support to MCWRA and other consultants (collectively referred to as the project team) in the successful implementation of the project and to provide review and quality assurance of deliverables from contractors, including the following tasks:

1. Assist MCWRA in obtaining the services of the environmental planning/permitting consultant, including the development of the bid package and review of proposals;
2. Prepare a preliminary project description for the purposes of the environmental review process;
3. Serve as an extension of staff to MCWRA, providing a liaison between staff and the environmental consultant (collectively referred to as the environmental team) as follows:
  - a. participate in project team meetings, as needed;
  - b. participate in environmental team meetings, assumed to be biweekly;
  - c. participate in public outreach meetings, as needed;
  - d. review and monitor performance of the selected environmental consultant's budget and schedule;
  - e. review the selected environmental consultant's monthly invoices and supporting back up and track % spent vs. % complete;
  - f. coordinate with MCWRA staff and the selected environmental consultant regarding the project file system;

- g. coordinate with MCWRA and the selected environmental consultant to implement the quality control plan, including defining the roles and responsibilities of the contractors and MCWRA staff and monitor implementation for the duration of the project;
  - h. assist in the development of and contribute to the CEQA administrative record for the project and periodically monitor for the duration of the project; and,
  - i. participate in project team workshops to address environmental, design and other key topics critical to the completion of CEQA/NEPA and permitting.
4. Review and provide comments to MCWRA on selected environmental consultant deliverables including:
- a. meeting agendas, notes, and other meeting materials;
  - b. project work plan/schedule;
  - c. technical memos or reports;
  - d. draft and final CEQA/NEPA documents, including:
    - 1) Draft and final CEQA Initial Study
    - 2) Draft and final CEQA and possible NEPA Environmental Assessment, if needed
    - 3) Public notices
    - 4) Draft and final Mitigation Monitoring and Reporting Program;
  - e. environmental mitigation measure cost estimates, if needed; and,
  - f. draft and final permit applications.
5. Coordinate with the project team and appropriate technical staff to provide comments on environmental deliverables in a timely manner. Develop a comment matrix to be used for each major deliverable and coordinate and/or participate in one meeting for each draft deliverable to discuss key comments with the selected environmental consultant.
6. Attend MCWRA Board of Director (BOD) and Board of Supervisors (BOS) public hearings on the project, if requested.

*Deliverables:*

- 1) Draft and revised version of the Preliminary Project Description.
- 2) Meeting materials (agenda, notes, etc.), as needed.

- 3) Compiled tracked-changes versions of the draft environmental document WORD files and a compiled master comment matrix for environmental deliverables, to be provided to MCWRA for review and to the selected environmental consultant as a complete set of comments for review and incorporation into final environmental documents.
- 4) Monthly progress report, including status of selected environmental consultant's deliverables (schedule, budget and % complete) and activities conducted by Phenix.

## Exhibit B Fee Schedule

Laurie Warner Herson, doing business as Phenix Environmental Planning (Phenix), will be providing environmental services to the Monterey County Water Resources Agency.

Phenix is a sole proprietorship, providing services that include: project and program management; California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance documentation, technical direction and compliance strategy; and, peer review of environmental documents prepared by others.

As a sole proprietorship, Phenix does not use a calculated overhead rate to help set a billing rate. Instead, the following hourly rate is a flat rate that covers labor costs as well as direct expenses (e.g., business license, office space, computer use, phone, supplies, travel, mileage, insurance, etc.) associated with the provision of services.

<b>Name</b>	<b>Classification</b>	<b>Effective Dates</b>	<b>Labor Rate</b>
Laurie Warner Herson	Principal/Owner	7/1/2025 – 6/30/2028	\$251/hour

Phenix has no other employees. At this time, it is anticipated that the above rate will continue for the life of the project.