

# County of Monterey

*Cayenne Room  
1441 Schilling Place, North Building  
Salinas, CA 93901*



## Meeting Agenda

**Friday, May 3, 2024**

**10:00 AM**

### **Water Resources Agency Finance Committee**

*John Baillie, Chair  
Mark Gonzalez  
Mike LeBarre  
Matthew Simis*

To participate in this Finance Committee meeting through the following methods:

1. You may attend in person,

2. For ZOOM participation please join by computer audio at:

<https://montereycty.zoom.us/j/92403510520>

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

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US

+1 301 715 8592 US

Enter this Meeting ID number: 924 0351 0520 PASSWORD: 404237 when prompted. Please note there is no Participant Code, you will just hit # again after the recording prompts you.

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

**PLEASE NOTE: IF ALL COMMITTEE MEMBERS ARE PRESENT IN PERSON, PUBLIC PARTICIPATION BY ZOOM IS FOR CONVENIENCE ONLY AND IS NOT REQUIRED BY LAW. IF THE ZOOM FEED IS LOST FOR ANY REASON, THE FINANCE COMMITTEE MEETING MAY BE PAUSED WHILE A FIX IS ATTEMPTED BUT THE FINANCE COMMITTEE MEETING MAY CONTINUE AT THE DISCRETION OF THE CHAIRPERSON.**

3. If you wish to comment on a specific agenda item while the matter is being heard, you may participate by the following means: When the Chair calls for public comment on an agenda item, the Zoom Meeting Host, or his or her designee, will first ascertain who wants to comment (among those who are in the meeting electronically or telephonically) and will then call on speakers and un mute their device one at a time. Public speakers may be broadcast in audio form only.

4. If you wish to comment on a particular agenda item, please submit your comments in writing via email to Monterey County Water Resources Agency at [WRAPubliccomment@co.monterey.ca.us](mailto:WRAPubliccomment@co.monterey.ca.us) by 5:00 p.m. on the Thursday prior to the Committee meeting. To assist Agency staff in identifying the agenda item to which the comment relates please indicate the Finance Committee meeting date and agenda number in the subject line. Comments received by the 5:00 p.m. Thursday deadline will be distributed to the Committee and will be placed in the record.

5. If you wish to make either a general public comment for items not on the day's agenda or to comment on a specific agenda item as it is being heard, please submit your comment, limited to 250 words or less, to the Monterey County Water Resources Agency at [WRAPubliccomment@co.monterey.ca.us](mailto:WRAPubliccomment@co.monterey.ca.us). In an effort to assist Agency staff in identifying the agenda item relating to your public comment please indicate in the subject line, the meeting body

(i.e. Finance Committee) and item number (i.e. Item No. 10). Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations. Comments received after an agenda item will be made part of the record if received prior to the end of the meeting.

6. If speakers or other members of the public have documents they wish to distribute to the Committee for an agenda item, they are encouraged to submit such documents by 5:00 p.m. on Thursday before the meeting to: [WRAPubliccomment@co.monterey.ca.us](mailto:WRAPubliccomment@co.monterey.ca.us). To assist Agency staff in identifying the agenda item to which the comment relates, the public is requested to indicate the Finance Committee date and agenda number in the subject line.

7. If members of the public want to present documents/Power Point presentations while speaking, they should submit the document electronically by 5:00 p.m. on Thursday before the meeting at [WRAPubliccomment@co.monterey.ca.us](mailto:WRAPubliccomment@co.monterey.ca.us). (If submitted after that deadline, staff will make best efforts, but cannot guarantee, to make it available to present during the Committee meeting.)

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

Participar en esta reunión del Comité de Finanzas a través de los siguientes métodos:

1. Puede asistir en persona,

2. El público puede observar la reunión ZOOM a través de computadora haciendo clic en el siguiente enlace: <https://montereycty.zoom.us/j/92403510520>

O el público puede escuchar a través del teléfono llamando al:

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**TENGA EN CUENTA: SI TODOS MIEMBROS DEL COMITÉ DE FINANZAS DE LA JUNTA**

**ESTÁN PRESENTES EN PERSONA, LA PARTICIPACIÓN PÚBLICA DE ZOOM ES SOLO POR CONVENIENCIA Y NO ES REQUERIDA POR LA LEY. SI LA TRANSMISIÓN DE ZOOM SE PIERDE POR CUALQUIER MOTIVO, LA REUNIÓN PUEDE PAUSARSE MIENTRAS SE INTENTA UNA SOLUCIÓN, PERO LA REUNIÓN DEL COMITE DE FINANZAS PUEDE CONTINUAR A DISCRECIÓN DEL PRESIDENTE.**

**3. Los miembros del público que desean comentar en un artículo específico de la agenda, mientras que el artículo se este presentando durante la reunión, pueden participar por cualquiera de los siguientes medios:**

**Cuando el Presidente del Comité solicite comentarios públicos sobre un artículo de la agenda, el anfitrión de la reunión Zoom o su designado, primero determinará quién quiere testificar (entre los que están en la reunión por vía electrónica o telefónica) y luego llamará a los oradores (speakers) y activará la bocina para el orador, uno a la vez. Todo orador, será transmitido por audio en altavoz solamente.**

**4. Si un miembro del público desea comentar sobre un artículo de la agenda en particular, se le es sumamente recomendable que envíe sus comentarios por escrito por correo electrónico a la Agencia de Administración de Recursos del Agua (Agencia) a [WRAPubliccomment@co.monterey.ca.us](mailto:WRAPubliccomment@co.monterey.ca.us) antes de las 5:00 P. M. el Jueves antes de la reunión del Comité. Para ayudar al personal de la Agencia a identificar el número del artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique la fecha de la reunión del Comité y el número del artículo de la agenda en la línea de asunto. Comentarios recibidos en la fecha límite del Jueves a las 5 P.M, serán distribuidos al Comité y serán colocados en el registro.**

**5. Los miembros del público que deseen hacer un comentario público general para temas que no están en la agenda del día o que deseen comentar en un artículo específico mientras se escucha la presentación, lo pueden hacer enviando un comentario por correo electrónico, preferiblemente limitado a 250 palabras o menos, a [WRAPubliccomment@co.monterey.ca.us](mailto:WRAPubliccomment@co.monterey.ca.us). Para ayudar al personal de la Agencia a identificar el artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique el nombre del Comité (por ejemplo: Comité de Finanzas) y el número del artículo de la agenda (por ejemplo: Artículo # 10). Se hará todo lo posible para leer el comentario en el registro, pero algunos comentarios pueden no leerse en voz alta debido a limitaciones de tiempo. Los comentarios recibidos después del cierre del período de comentarios públicos sobre un artículo de la agenda serán parte del registro si se reciben antes que termine la reunión del Comité.**

**6. Si los oradores u otros miembros del público tienen documentos que desean distribuir al Comité para un artículo de la agenda, se les recomienda enviar dichos documentos antes de las 5:00 P.M. el Jueves antes de la reunión a: [WRAPubliccomment@co.monterey.ca.us](mailto:WRAPubliccomment@co.monterey.ca.us). Para ayudar al personal de la Agencia a identificar el número del artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique la fecha de la reunion del Comité y el número de agenda en la línea de asunto.**

**7. Si los miembros del público desean presentar documentos o presentaciones de PowerPoint mientras hablan, deben enviar el documento electrónicamente antes de las 5:00 P.M. del Jueves**

antes de la reunión a [WRAPublicComment@co.monterey.ca.us](mailto:WRAPublicComment@co.monterey.ca.us) (Si se presenta después de ese plazo, el personal hará los mejores esfuerzos, pero no puede garantizar que esté disponible su PowerPoint para presentar durante la reunión del Comité).

8. Las personas con discapacidades que deseen solicitar una modificación o modificación razonable para observar o participar en la reunión pueden realizar dicha solicitud enviando un correo electrónico a [WRAPublicComment@co.monterey.ca.us](mailto:WRAPublicComment@co.monterey.ca.us). La solicitud debe hacerse a más tardar el mediodía del Jueves antes de a la reunión del Comité para dar tiempo a la Agencia para que atienda la solicitud .

9. El Presidente y / o Secretario pueden establecer reglas razonables según sea necesario para llevar a cabo la reunión de manera ordenada.

### Call to Order

### Roll Call

### Public Comment

### Committee Member Comments

### Consent Calendar

1. Approve the Minutes of the Finance Committee held on April 5, 2024.

**Attachments:** [Draft Finance Agenda Minutes April 5, 2024](#)

### Scheduled Items

2. Consider receiving the March 2024 Financials for all Agency Funds (Staff Presenting; Nora Cervantes)

**Attachments:** [2024 03 WRA FY24 Financial Status Report Mar 31 2024](#)  
[24 03 WRA Financial BFY2023-24](#)

3. Consider recommending that the Board of Directors approve Amendment No. 2 to the Agreement for Services with Graniterock Company, Inc., by increasing the contract amount by \$20,000.00 for a total contract amount not to exceed \$115,000.00 to continue providing services as outlined in the original agreement; and authorize the General Manager to execute Amendment No. 2.

**Attachments:** [Board Report](#)  
[Amendment No. 2 - Graniterock \(Pajaro Levee\)](#)  
[Executed Amendment No. 1](#)  
[Executed Original Graniterock Construction Agreement for Services](#)

4. Consider recommending that the Monterey County Water Resources Agency Board of Directors approve Change Order No. 12 to the contract with Graniterock Company for Nacimiento Dam spillway repair work to increase the contract amount by \$400,000; and authorizing the General Manager to execute the Change Order.

**Attachments:** [CO #12 Graniterock Nacimiento](#)  
[Naci CO's 1,2,3,4,5,6,7,8,9,10,11](#)  
[2017 Nacimiento AGREEMENT - SIGNED](#)  
[Board Report](#)

5. Consider recommending that the Monterey County Water Resources Agency Board of Directors approve Amendment No. 2 to the Agreement for Services with Western Oilfields Supply dba Rain for Rent to extend the contract term to June 30, 2028, and increase the dollar amount by \$255,000 for a total contract amount not to exceed \$350,000 for providing labor, equipment, fuel, materials, and parts for projects including but not limited to: emergency pumping services at Agency pump stations, Recycled Water Facilities projects, and projects at other Agency Facilities; and authorize the General Manager to execute the amendment.

**Attachments:** [Board Report](#)  
[Executed Western Oilfields Supply](#)  
[Executed Amendment No. 1 \(Western Oilfield Supply\)](#)  
[Amendment No. 2 Western Oilfields dba Rain for Rent](#)

6. Consider recommending that the Monterey County Water Resources Agency Board of Directors recommend that the Monterey County Water Resources Agency Board of Supervisors adopt the Salinas River Lagoon and Sandbar Management Low Effect Habitat Conservation Plan and associated Incidental Take Permit PER8656461 and authorize the General Manager to implement the plan.

**Attachments:** [Board Report](#)  
[Attachment 1 Salinas Lagoon and Sandbar Mgmt LEHCP](#)  
[Attachment 2 USFWS Cover Letter](#)  
[Attachment 3 Federal Permit ESPER 8656461](#)

### **Staff Reports**

7. Fiscal Year 2023-24 Hydroelectric Revenue Summary (Staff Presenting; Nora

Cervantes)

**Attachments:** [FY23 FY24 Hydro Revenue](#)

### **Status Reports**

8. Grant Updates (Staff Presenting; Nan Kim)

**Attachments:** [Grants tracking 2024 04 22](#)

### **Information Items**

9. Year - To - Date Expense Report Monterey One Water (Staff Presenting; Nan Kim)

**Attachments:** [M1W YTD expenses thru 2024 02](#)

### **Calendar**

10. Set 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: WRAFIN 24-038

May 03, 2024

**Introduced:** 4/15/2024

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WRA Finance Item

Approve the Minutes of the Finance Committee held on April 5, 2024.

# County of Monterey

*Cayenne Room  
1441 Schilling Place, North Building  
Salinas, CA 93901*



## Meeting Minutes

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**10:00 AM**

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*John Baillie, Chair  
Mark Gonzalez  
Mike LeBarre  
Matthew Simis*

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**TENGA EN CUENTA: SI TODOS MIEMBROS DEL COMITÉ DE FINANZAS DE LA JUNTA**

**ESTÁN PRESENTES EN PERSONA, LA PARTICIPACIÓN PÚBLICA DE ZOOM ES SOLO**

**POR CONVENIENCIA Y NO ES REQUERIDA POR LA LEY. SI LA TRANSMISIÓN DE ZOOM SE PIERDE POR CUALQUIER MOTIVO, LA REUNIÓN PUEDE PAUSARSE MIENTRAS SE INTENTA UNA SOLUCIÓN, PERO LA REUNIÓN DEL COMITE DE FINANZAS PUEDE CONTINUAR A DISCRECIÓN DEL PRESIDENTE.**

3. Los miembros del público que desean comentar en un artículo específico de la agenda, mientras que el artículo se este presentando durante la reunión, pueden participar por cualquiera

de los siguientes medios:

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anfitrión de la reunión Zoom o su designado, primero determinará quién quiere testificar (entre

los que están en la reunión por vía electrónica o telefónica) y luego llamará a los oradores (speakers) y activará la bocina para el orador, uno a la vez. Todo orador, será transmitido por audio en altavoz solamente.

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Comité. Para ayudar al personal de la Agencia a identificar el número del artículo de la agenda

con el cual se relaciona el comentario, se solicita al público que indique la fecha de la reunión del

Comité y el número del artículo de la agenda en la línea de asunto. Comentarios recibidos en la

fecha limite del Jueves a las 5 P.M, serán distribuidos al Comité y serán colocados en el registro.

5. Los miembros del público que deseen hacer un comentario público general para temas que no

están en la agenda del día o que deseen comentar en un artículo específico mientras se escucha la

presentación, lo pueden hacer enviando un comentario por correo electrónico, preferiblemente

limitado a 250 palabras o menos, a WRAPubliccomment@co.monterey.ca.us. Para ayudar al personal de la Agencia a identificar el artículo de la agenda con el cual se relaciona el comentario,

se solicita al público que indique el nombre del Comité (por ejemplo: Comité de Finanzas) y el número del artículo de la agenda (por ejemplo: Artículo # 10). Se hará todo lo posible para leer el

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públicos sobre un artículo de la agenda serán parte del registro si se reciben antes que termine la reunión del Comité.

6. Si los oradores u otros miembros del público tienen documentos que desean distribuir al Comité para un artículo de la agenda, se les recomienda enviar dichos documentos antes de las 5:00 P.M. el Jueves antes de la reunión a: [WRAPubliccomment@co.monterey.ca.us](mailto:WRAPubliccomment@co.monterey.ca.us). Para ayudar al personal de la Agencia a identificar el número del artículo de la agenda con el cual se relaciona el comentario, se solicita al público que indique la fecha de la reunion del Comité y el número de agenda en la línea de asunto.

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9. El Presidente y / o Secretario pueden establecer reglas razonables según sea necesario para llevar a cabo la reunión de manera ordenada.

#### Call to Order

The meeting was called to order at 10:00 a.m.

#### Roll Call

Present: John Baillie, Mark Gonzalez, Mike LaBarre, Matthew Simis  
Absent: None

**Public Comment**

None

**Committee Member Comments**

None

**Consent Calendar**

Upon motion by Mike LaBarre, Second by Mark Gonzalez the committee approved the Consent Calendar of the Finance Committee meeting.

**Ayes:** John Baillie, Mark Gonzales, Mike LaBarre, Matthew Simis

**Noes:** None

**Absent:** None

1. Approve the Minutes of the Finance Committee held on March 1, 2024.

**Attachments:** [Draft Finance Minutes March 1, 2024](#)

**Scheduled Items**

2. Consider receiving the February 2024 Financials for all Agency Funds (Staff Presenting; Nora Cervantes)

**Attachments:** [2024 02 WRA FY24 Financial Status ReportFeb 29 2024](#)

[24 02 WRA Financial BFY2023-24 PPT](#)

Upon Motion by Matthew Simis, Second by Mark Gonzalez the committee received the Monterey County Water Resources Agency January 2024 Financials for all Agency Funds.

**Ayes:** John Baillie, Mark Gonzalez, Mike LaBarre, Matthew Simis

**Noes:** None

**Absent:** None

**Abstained:** None

**Public Comment:** None

**Committee Member Comments:** None

3. Consider recommending that the Board of Directors approve Amendment No. 3 to the Agreement for Services with Quinn Company to extend the contract term to June 30, 2028, and increase the dollar amount by \$150,000 for a total contract amount not to exceed \$400,000 for short term equipment rental and preventative maintenance and repair of Agency owned heavy equipment; and authorize the

General Manager to execute the amendment.

**Attachments:** [Board Report](#)  
[Executed - Quinn Agreement](#)  
[Executed - Amendment No. 1 Quinn](#)  
[Executed - Amendment No. 2 Quinn](#)  
[DRAFT - Amendment No. 3 - Quinn Co.](#)  
[Quinn PPT](#)

**Upon Motion by Mark Gonzalez, Second by Matthew Simis the committee received the Monterey County Water Resources Agency Quinn Agreement Amendment Report**

**Ayes:** John Baillie, Mark Gonzalez, Matthew Simis  
**Noes:** None  
**Absent:** Mike Labarre (left at 11:30am)  
**Abstained:** None

**Public Comment:** None  
**Committee Member Comments:** Mark Gonzalez

4. Consider recommending that the Board of Directors approve Amendment No. 2 to the Agreement for Services with Don Chapin Company to increase the dollar amount by \$70,000 for a total contract amount not to exceed \$1,070,000 for work related to Pajaro Levee 2023 storm damage; and authorize the General Manager to execute the amendment.

**Attachments:** [Board Report](#)  
[Original Executed Don Chapin Agreement](#)  
[Executed Amendment No. 1 \(Don Chapin - Pajaro Levee \\$500K\)](#)  
[Amendment 2 Pajaro Levee Don Chapin](#)

**Upon Motion by John Baillie, Second by Matthew Simis the committee received the Monterey County Water Resources Agency Don Chapin Agreement.**

**Ayes:** John Baillie, Mark Gonzalez, Mike LaBarre, Matthew Simis  
**Noes:** None  
**Absent:** None  
**Abstained:** None

**Public Comment:** None  
**Committee Member Comments:** None

5. Consider recommending that the Monterey County Water Resources Agency Board of Directors approve Amendment 1 to the agreement with ICF Jones & Stokes, Inc. for the Salinas River Lagoon Community Engagement and Planning Project.

**Attachments:** [Board Report](#)  
[2 ICF Salinas Lagoon Amendment 1](#)  
[Amendment No. 1 ICF Jones & Stoke Inc \(Salinas River Lagoon 2023\)](#)

Upon Motion by John Baillie, Second by Mark Gonzalez the committee received the Monterey County Water Resources Agency ICF Jones & Stokes Salinas Lagoon Amendment 1

**Ayes:** John Baillie, Mark Gonzalez, Mike LaBarre

**Noes:** None

**Absent:** Mike LaBarre (left early 11:30am)

**Abstained:** None

**Public Comment:** None

**Committee Member Comments:** Mark Gonzalez, Mike LaBarre, John Baillie

6.

Consider recommending that the Monterey County Water Resources Agency Board of Directors recommend the Monterey County Water Resources Agency Board of Supervisors:

- a. Approve and adopt the Fiscal Year (FY) 2024-25 assessment charges with cost-of-living adjustment (COLA) increase of 2.4% for Flood Zones 1, 1A, 8, 9, 12, and 17; and
- b. Set and hold a public hearing on May 29, 2024, at 10:30 a.m. to consider approving and adopting assessment rate charges; and
- c. 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.

**Attachments:**

[Board Report](#)

[Summary FY24-25 Assessment charges of Flood Zones](#)

[Notice of Public Hearing for Zones 1](#)

[Notice of Public Hearing for Zone 1A](#)

[Notice of Public Hearing for Zone 8](#)

[Notice of Public Hearing for Zone 9](#)

[Notice of Public Hearing for Zone 12](#)

[Notice of Public Hearing for Zone 17](#)

Upon Motion by Mark Gonzalez, Second by Matthew Simis the committee received the Monterey County Water Resources Agency Fiscal Year 24-25 COLA increase Flood Zones

**Ayes:** John Baillie, Mark Gonzalez, Matthew Simis

**Noes:** None

**Absent:** Mike LaBarre (left early 11:30am)

**Abstained:** None

**Public Comment:** None

**Committee Member Comments:** None

7.

Consider recommending that the Monterey County Water Resources Agency Board of Directors recommend the Monterey County Water Resources Agency Board of Supervisors to:

- a. Approve and adopt a Fiscal Year (FY) 2024-25 assessment charges with cost-of-living adjustment

(COLA) increase of 2.4% for Zone 2C Administration and Operations & Maintenance of Nacimiento and San Antonio Dams; and

b. Set and hold a public hearing at 10:30 AM on May 29, 2024, to consider approving and adopting assessment rate charges; and

c. 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.

**Attachments:**     [Board Report](#)  
                          [FY25 Rate Zone 2C](#)  
                          [Notice of Public Hearing Zone 2C](#)  
                          [BoS Resolution](#)

**Upon Motion by Mark Gonzalez, and second by Matthew Simis the committee received the Monterey County Water Resources Agency Fiscal Year 2024-2025 COLA assessments charges for Zone2C**

**Ayes: John Baillie, Mark Gonzalez, Matthew Simis**  
**Noes: None**

**Absent: Mike LaBarre (left at 11:30am)**  
**Abstained: None**

**Public Comment: Christopher Bunn**  
**Committee Member Comments: Mark Gonzalez, John Baillie**

**8.**

Consider recommending that the Monterey County Water Resources Agency Board of Directors recommend the Monterey County Water Resources Agency Board of Supervisors to:

a. Approve and adopt a Fiscal Year (FY) 2024-25 cost of living adjustment (COLA) increase of 2.4% to assessments of Zones 2B, 2Y and 2Z for the Castroville Seawater Intrusion Project (CSIP) and the Salinas Valley Reclamation Project (SVRP); and

b. Approve and adopt a FY 2024-25 COLA increase of 2.4% to the Zone 2B water service charge for the Salinas River Diversion Facility Project (SRDF); and

c. Notice and hold a public hearing at 10:30 a.m. on May 29, 2024, to consider approving and adopting assessment rate charges; and

d. 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.

**Attachments:**     [Board Report](#)  
                          [FY25 Public Hearing Notice Zones 2BYZ WDF BoS F](#)  
                          [FY25 Rate Zone 2BYZ](#)

**Upon Motion by Matthew Simis, Second by Mark Gonzalez the committee received the Monterey County Water Resources Agency Fiscal Year 2024-205 COLA increase assessments of Zones.**

**Ayes: John Baillie, Mark Gonzalez, Matthew Simis**

Noes: None

Absent: Mike LaBarre (left at 11:30am)

Abstained: None

Public Comment: None

Committee Member Comments: None

9. Consider recommending that the Monterey County Water Resources Agency Board of Directors hold a public hearing to consider recommending the Monterey County Water Resources Agency Board of Supervisors to:
- a. Approve and adopt the Fiscal Year (FY) 2024-25 Zone 2B water delivery fee of \$89.60 per acre-foot of water delivered (AF) for Zone 2B for the Castroville Seawater Intrusion Project (CSIP) and the Salinas Valley Reclamation Plant (SVRP)
  - b. Notice and hold a public hearing on May 29, 2024, at 10:30 a.m. to consider approving and adopting the fee change; and
  - c. 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 public hearing by Board of Supervisors.

**Attachments:** [Board Report](#)  
[FY25 BoD Public Hearing Notice Zones 2B Water Delivery](#)  
[FY25 BoS Public Hearing Notice Zones 2BYZ WDF](#)  
[FY25 BoS Resolution Zone 2BYZ WDF](#)  
[5 Year Expense Summary Monterey One Water](#)  
[Monterey One Water CSIP Chemical & Utility Expenses 2024 02](#)

Upon Motion by Mike LeBarre, Second by Mark Gonzalez the committee received the Monterey County Water Resources Agency Fiscal Year 2024-2025 Zone 2B water delivery fee.

Ayes: John Baillie, Mark Gonzalez, Mike LaBarre, Mike LaBarre

Noes: None

Absent: None

Abstained: None

Public Comment: Nancy Isakson, Christopher Bunn, Doug Scattini, Marc Kelley

Committee Member Comments: Mark Gonzalez, Mike LaBarre, John Baillie, Mike LaBarre

10. Consider recommending that the Monterey County Water Resources Agency Board of Directors recommend the Monterey County Water Resources Agency Board of Supervisors approve the Monterey County Water Resources Agency Fiscal Year 2024-25 Recommended Budget.

**Attachments:** [Board Report](#)  
[FY25 Budget Book](#)  
[Resolution](#)  
[Presentation FY25 Recommended Budget](#)

Upon Motion by Mark Gonzalez, Second by Matthew Simis the committee received the Monterey County Water Resources Agency Fiscal Year 2024-2025 Recommended Budget.

**Ayes:** John Baillie, Mark Gonzalez, Matthew Simis  
**Noes:** None  
**Absent:** Mike LaBarre (left at 11:30pm)  
**Abstained:** None

**Public Comment:** None  
**Committee Member Comments:** Mark Gonzalez, John Baillie

**Staff Reports**

11. Fiscal Year 2023-2024 Hydroelectric Revenue Summary (Staff Presenting: Nora Cervantes)

**Attachments:** [FY23 FY24 Hydro Revenue](#)

**Due to time constraint item to be reviewed at next meeting.**

**Status Reports**

12. Grant Updates (Staff Presenting; Nan Kim)

**Attachments:** [Grant Update](#)

**Due to time constraints item will be reviewed at next meeting.**

13. Year -To- Date Expense Report Monterey One Water

**Attachments:** [M1W YTD expenses thru 2024 01](#)

[M1W YTD expenses thru 2024 02](#)

**Due to time constraints item will be reviewed at next meeting.**

**Calendar**

14. Set next meeting date and discuss future agenda items.

**Adjournment**

**The meeting was adjourned at 12:16 p.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: WRAFIN 24-041

May 03, 2024

**Introduced:** 4/24/2024

**Current Status:** Agenda Ready

**Version:** 1

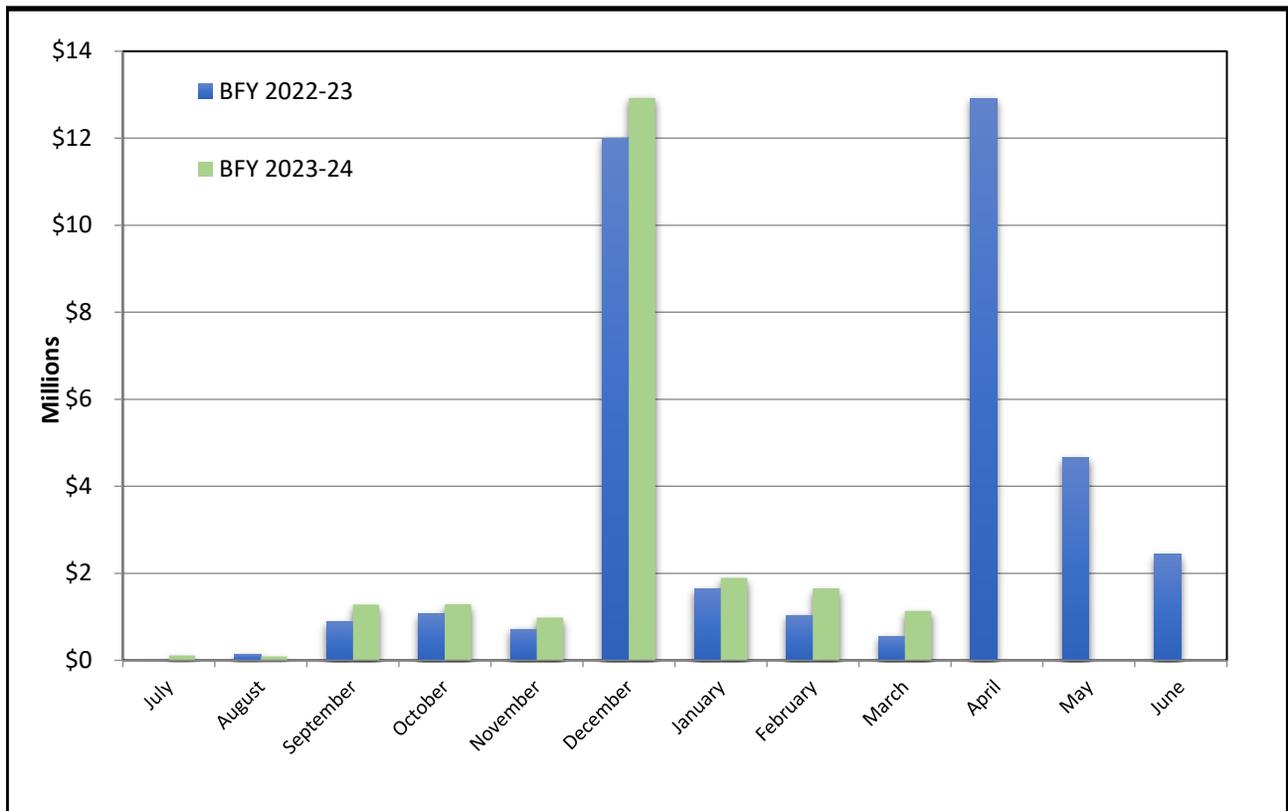
**Matter Type:** WRA Finance Item

Consider receiving the March 2024 Financials for all Agency Funds (Staff Presenting; Nora Cervantes)

**Monterey County**  
**Water Resources Agency**  
**FY 2023-24 FINANCIAL STATUS REPORT**

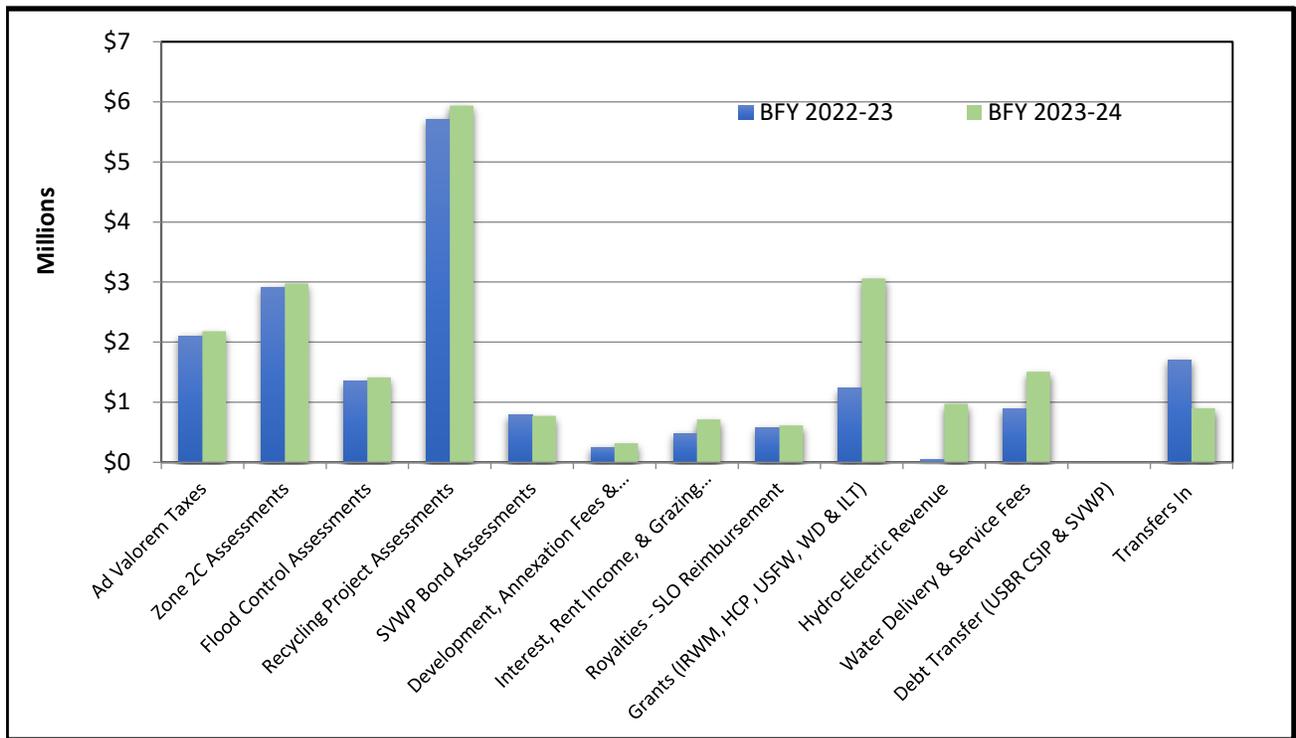
**YTD Actual Revenues**

Month By Month Revenues				
	BFY 2022-23	% Received	BFY 2023-24	% Received
July	6,068	0.0%	114,716	0.2%
August	142,866	0.4%	90,494	0.4%
September	881,004	2.4%	1,282,256	3.0%
October	1,070,731	5.0%	1,286,447	5.5%
November	716,645	6.7%	983,161	7.5%
December	12,004,745	35.0%	12,927,380	33.3%
January	1,646,748	38.9%	1,892,375	37.1%
February	1,032,482	41.3%	1,654,655	40.4%
March	551,031	42.6%	1,138,590	42.7%
April	12,918,961	73.2%	-	
May	4,660,203	84.2%	-	
June	2,439,775	89.9%	-	
<b>YEAR TO DATE ACTUAL:</b>	<b>38,071,259</b>	<b>89.9%</b>	<b>21,370,073</b>	<b>42.7%</b>
<b>Budgeted Amount</b>	<b>42,335,652</b>		<b>50,097,830</b>	



**Monterey County**  
**Water Resources Agency**  
**FY 2023-24 FINANCIAL STATUS REPORT**  
**YTD Revenues by Source**

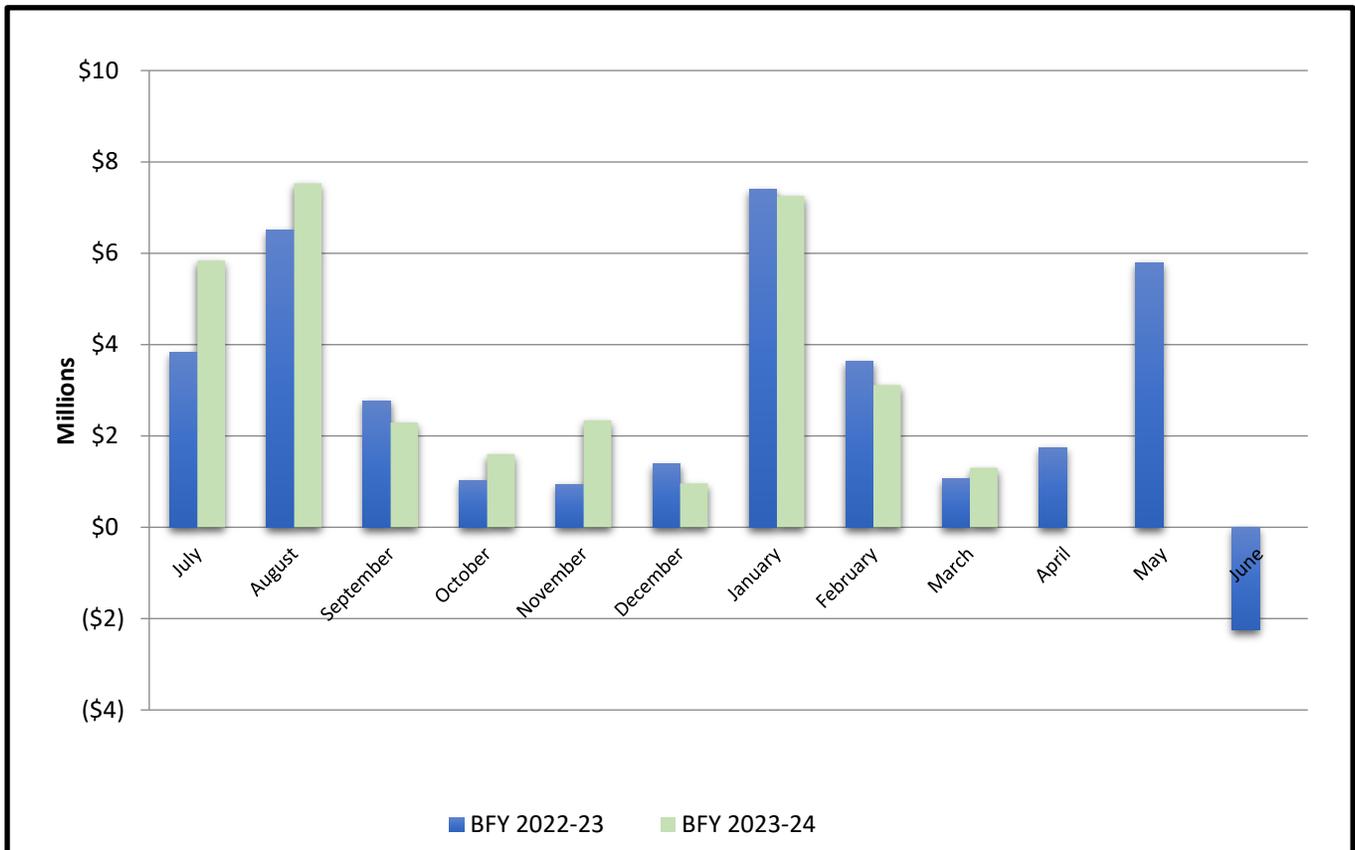
Through Accounting Period 09 - March 31		
	BFY 2022-23	BFY 2023-24
Ad Valorem Taxes	2,100,948	2,179,746
Zone 2C Assessments	2,914,538	2,976,423
Flood Control Assessments	1,348,727	1,415,932
Recycling Project Assessments	5,713,276	5,938,597
SVWP Bond Assessments	793,045	771,115
Development, Annexation Fees & Other	251,864	314,891
Interest, Rent Income, & Grazing Leases	481,300	714,391
Royalties - SLO Reimbursement	582,468	614,071
Grants (IRWM, HCP, USFW, WD & ILT)	1,230,168	3,060,221
Hydro-Electric Revenue	38,627	975,635
Water Delivery & Service Fees	892,759	1,509,052
Debt Transfer (USBR CSIP & SVWP)	0	0
Transfers In	1,704,600	900,000
<b>YEAR TO DATE TOTAL:</b>	<b>18,052,320</b>	<b>21,370,073</b>



**Monterey County**  
**Water Resources Agency**  
**BFY 2023-24 FINANCIAL STATUS REPORT**

**YTD Actual Expenditures**

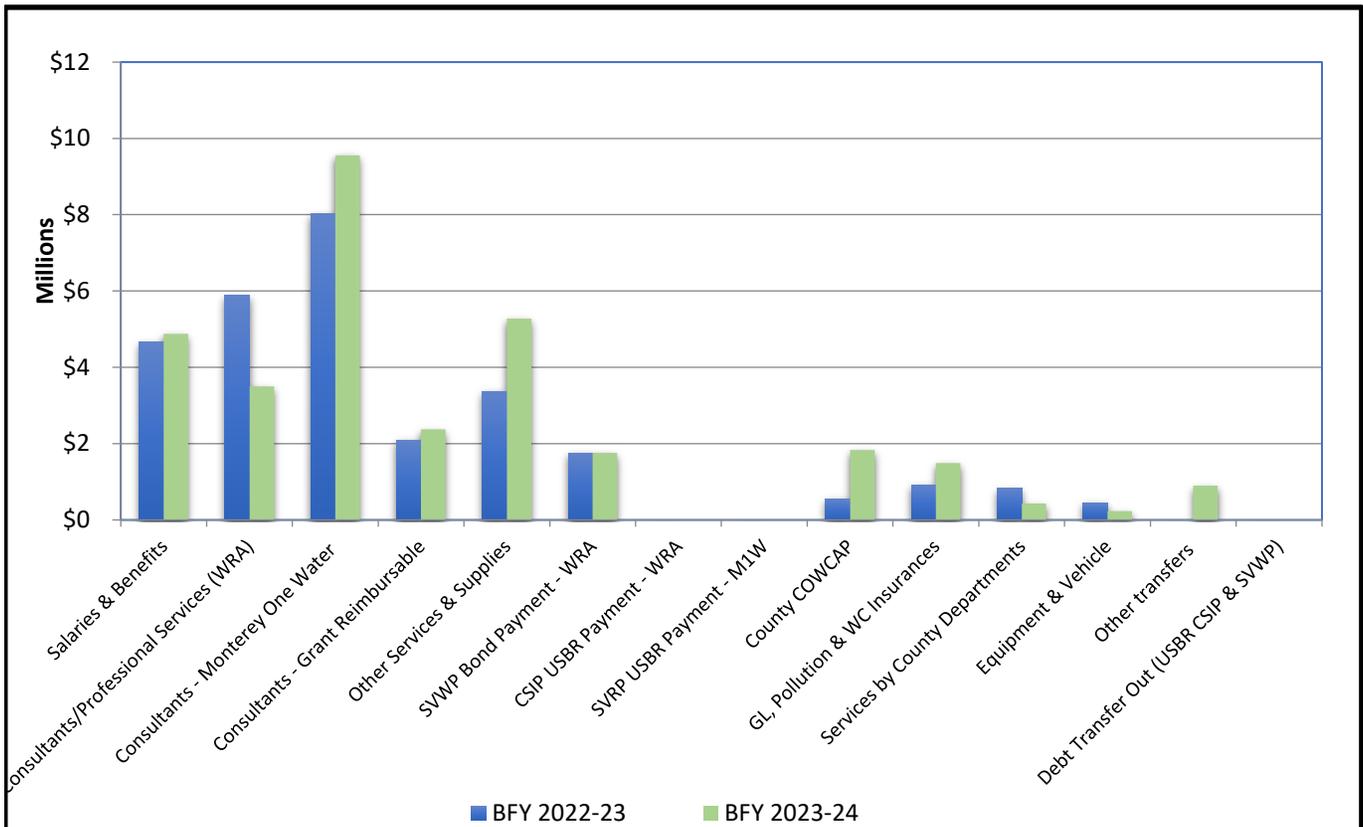
Month By Month Expenditures				
	BFY 2022-23	% Expended	BFY 2023-24	% Expended
July	3,826,260	8.0%	5,838,175	10.6%
August	6,506,256	21.5%	7,527,945	24.4%
September	2,770,110	27.3%	2,295,563	28.5%
October	1,029,596	29.4%	1,601,557	31.5%
November	935,997	31.3%	2,338,606	35.7%
December	1,383,500	34.2%	959,125	37.5%
January	7,396,513	49.6%	7,252,017	50.7%
February	3,634,020	57.2%	3,117,824	56.4%
March	1,060,889	59.4%	1,301,308	58.8%
April	1,743,934	63.0%	-	
May	5,791,093	75.0%	-	
June	(2,243,366)	70.4%	-	
<b>YEAR TO DATE ACTUAL:</b>	<b>33,834,802</b>	<b>70.4%</b>	<b>32,232,120</b>	<b>58.8%</b>
<b>Budgeted Amount</b>	<b>48,072,295</b>		<b>54,860,209</b>	



**Monterey County**  
**Water Resources Agency**  
**BFY 2023-24 FINANCIAL STATUS REPORT**

**YTD Expenditures by Type**

Through Accounting Period 09 - March 31		
	BFY 2022-23	BFY 2023-24
Salaries & Benefits	4,666,969	4,875,766
Consultants/Professional Services (WRA)	5,887,357	3,504,223
Consultants - Monterey One Water	8,019,596	9,557,314
Consultants - Grant Reimbursable	2,096,596	2,373,304
Other Services & Supplies	3,371,537	5,280,879
SVWP Bond Payment - WRA	1,758,338	1,755,338
CSIP USBR Payment - WRA	-	0
SVRP USBR Payment - M1W	-	0
County COWCAP	551,357	1,829,892
GL, Pollution & WC Insurances	915,773	1,489,571
Services by County Departments	823,641	433,475
Equipment & Vehicle	451,977	232,359
Other transfers	-	900,000
Debt Transfer Out (USBR CSIP & SVWP)	-	0
<b>YEAR TO DATE TOTAL:</b>	<b>28,543,141</b>	<b>32,232,120</b>



## BFY 2023-24 WRA Fund Balances

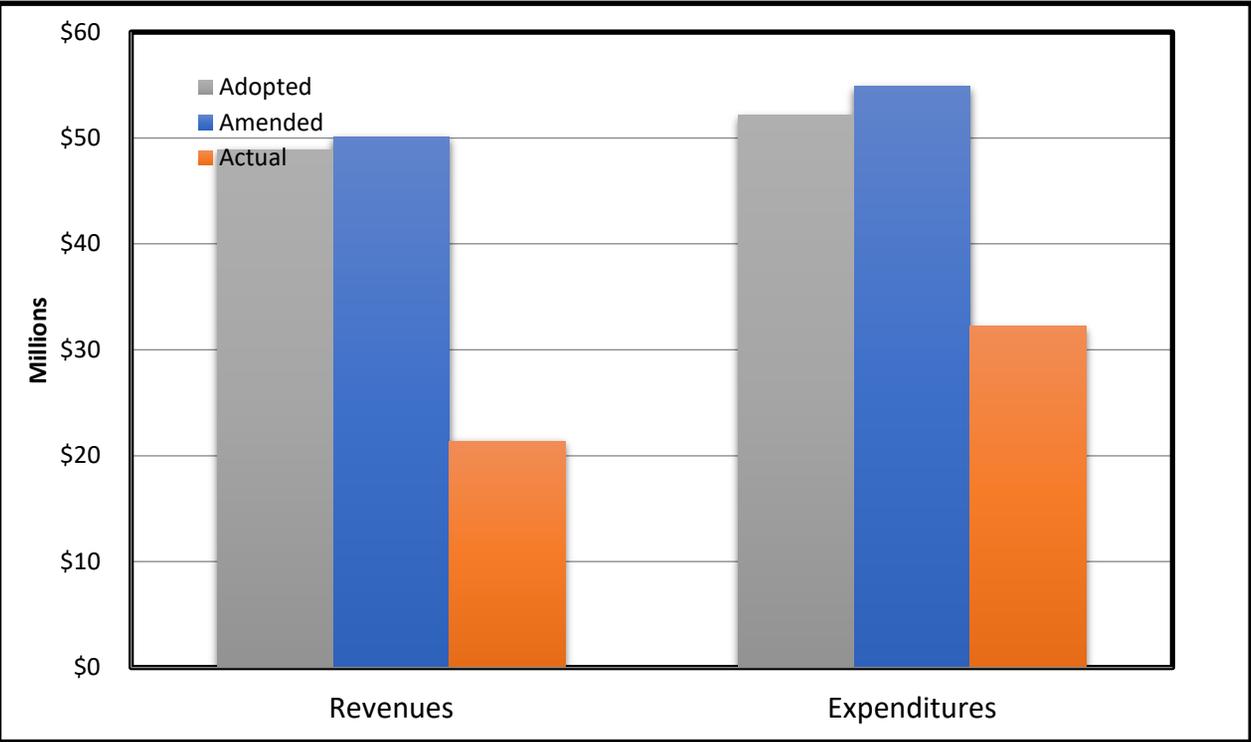
For Month Ending: March 31, 2024  
% Monthly Time Elapsed: 100.00%

			FY2023-24 Budget						YEAR-TO-DATE Actual					
Fund	Unit	Fund Name	Beginning Fund Balance	Adopted Budget Expenditures	Amendment #1 Expenditure Increase	Adopted Budget Revenue	Amendment #1 Revenue Increase	Ending Fund Balance	YTD Actual Expenditures	Percent Budget Expended	YTD Actual Revenue	Percent Budget Received	Estimated Current Fund Balance	Fund
111	8267	WRA Administration	4,310,741	5,374,265		4,909,517		3,845,993	2,864,164	53.3%	3,133,433	63.8%	4,580,010	111
112	8484	Pajaro Levee	1,243,368	1,828,108	1,812,000	1,231,673	1,212,000	46,933	2,347,312	128.4%	2,073,907	168.4%	969,963	112
116	8485	Dam Operations	4,302,888	14,124,383	900,000	15,548,422	0	4,826,927	8,910,631	63.1%	4,866,779	31.3%	259,035	116
121	8486	Soledad Storm Drain	287,577	147,903		106,435		246,109	75,971	51.4%	53,988	50.7%	265,594	121
122	8487	Reclamation Ditch	1,283,668	2,648,376		2,650,886		1,286,178	1,744,169	65.9%	1,030,280	38.9%	569,778	122
124	8488	San Lorenzo Creek	31,644	51,518		47,249		27,375	42,826	83.1%	29,746	63.0%	18,565	124
127	8489	Moro Cojo Slough	596,684	610,407		240,667		226,944	277,874	45.5%	63,535	26.4%	382,345	127
130	8490	Hydro-Electric Ops	1,414,742	975,726		789,656		1,228,672	634,558	65.0%	986,848	125.0%	1,767,032	130
131	8491	CSIP Operations	3,247,842	7,908,709		7,527,636		2,866,769	4,535,007	57.3%	3,140,683	41.7%	1,853,517	131
132	8492	SVRP Operations	2,642,341	6,394,009		5,060,202		1,308,534	5,110,162	79.9%	4,467,464	88.3%	1,999,643	132
134	8493	SRDF Operations	3,407,279	6,810,286		5,426,002		2,022,995	3,046,642	44.7%	1,136,851	21.0%	1,497,488	134
303	8267	CSIP Debt Service	770,672	1,668,000		1,668,000		770,672	0	0.0%	0	0.0%	770,672	303
313	8494	Debt Services	1,035,749	1,755,338		1,755,338		1,035,749	1,755,338	100.0%	973	0.1%	(718,615)	313
426	8495	Interlake Tunnel	588,406	1,851,181		1,924,147		661,372	887,467	47.9%	385,586	20.0%	86,525	426
<b>TOTAL:</b>			<b>25,163,601</b>	<b>52,148,209</b>	<b>2,712,000</b>	<b>48,885,830</b>	<b>1,212,000</b>	<b>20,401,222</b>	<b>32,232,120</b>	<b>61.8%</b>	<b>21,370,073</b>	<b>43.7%</b>	<b>14,301,554</b>	

**MONTEREY COUNTY  
WATER RESOURCES AGENCY  
BFY 2023-24 FINANCIAL STATUS REPORT**

For Month Ending: March 31, 2024

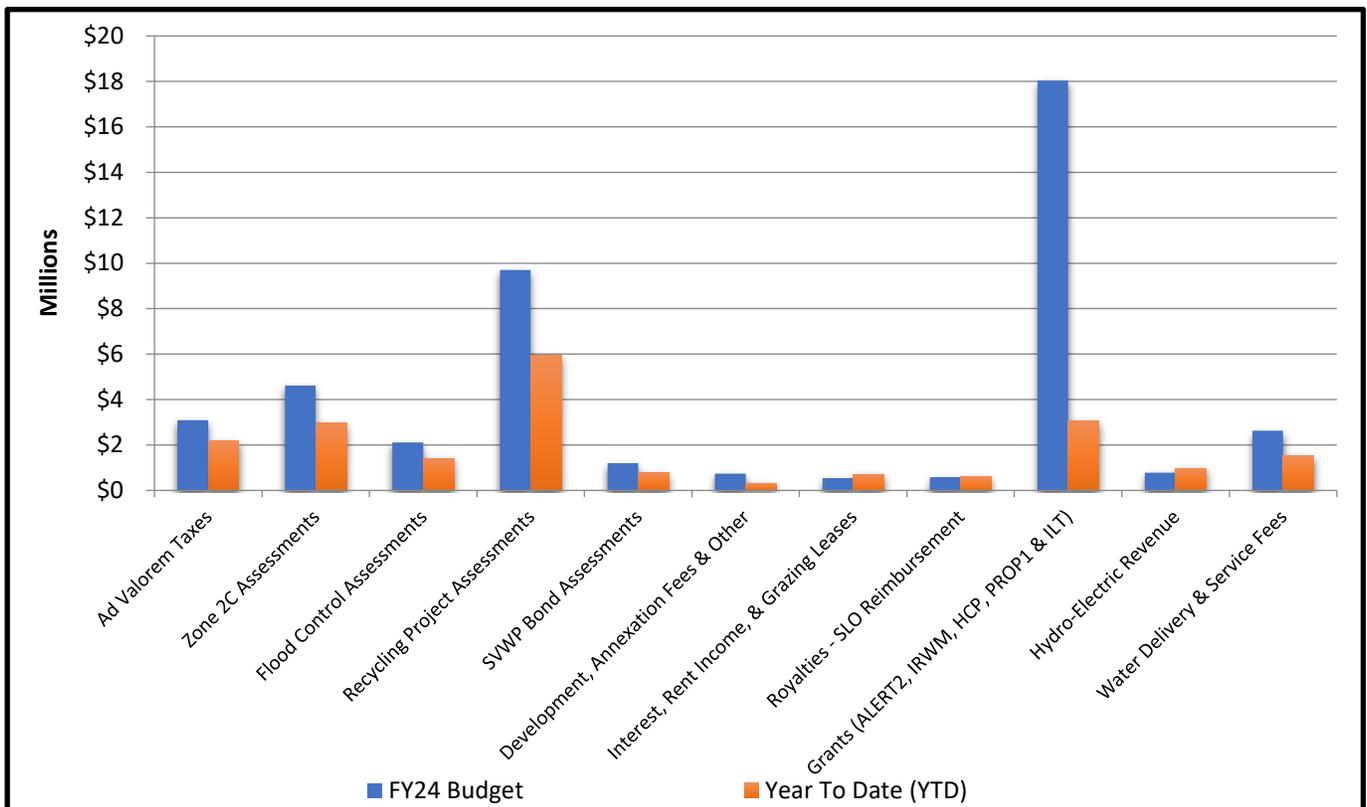
<b>Budget Variance Analysis</b>			
<b>Category</b>	<b>Adopted Budget</b>	<b>Amended Budget</b>	<b>YTD Actual</b>
Beginning Available Fund Balance	25,163,601	25,163,601	25,163,601
Revenues	48,885,830	50,097,830	21,370,073
Expenditures	52,148,209	54,860,209	32,232,120
<b>Ending Available Fund Balance</b>	<b>21,901,222</b>	<b>20,401,222</b>	<b>14,301,554</b>



**MONTEREY COUNTY  
WATER RESOURCES AGENCY  
BFY 2023-24 FINANCIAL STATUS REPORT**

**Revenue Variance**

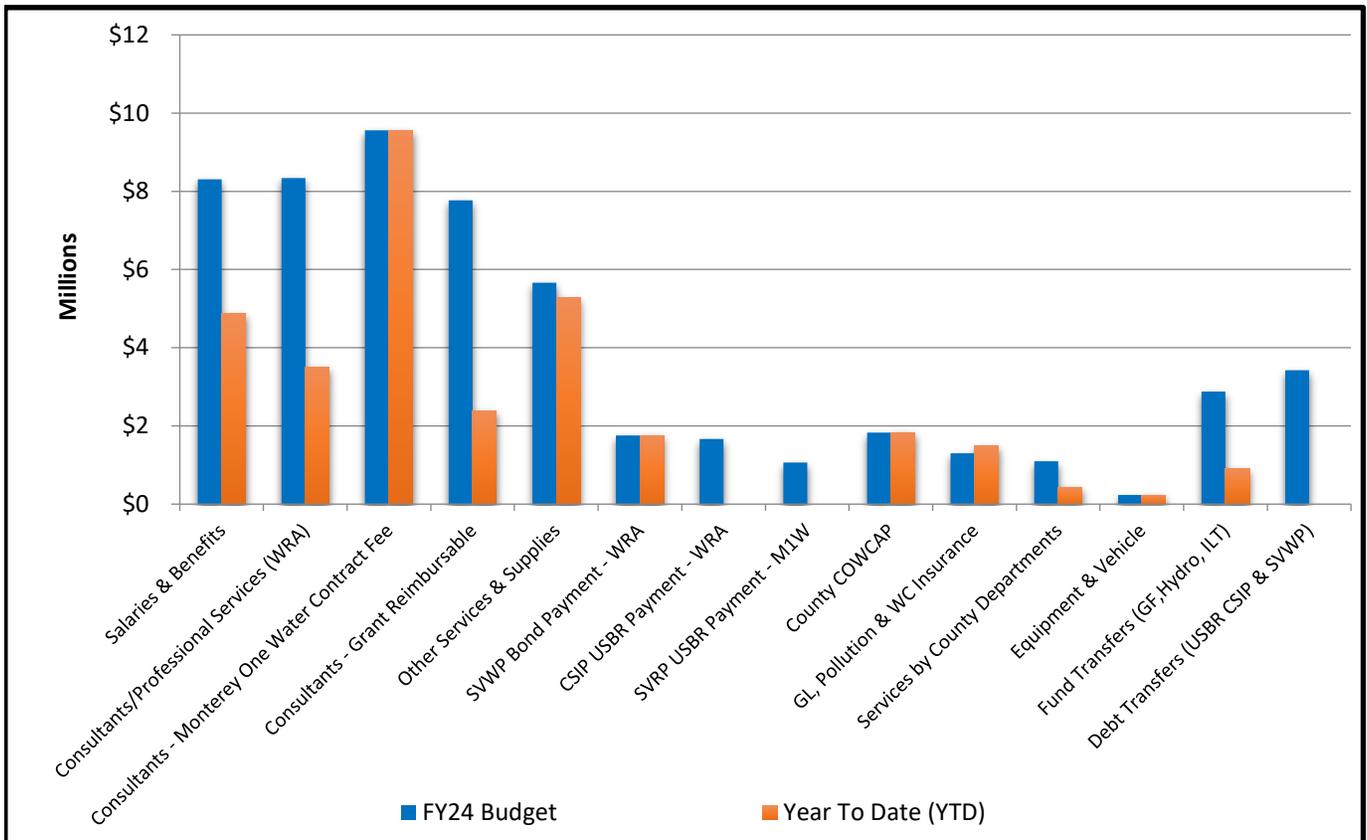
<b>Revenue Variance by Source</b>				
	<b>FY24 Budget</b>	<b>% of Adopted</b>	<b>Year To Date (YTD)</b>	<b>% of YTD vs. Budget</b>
Ad Valorem Taxes	3,084,317	6.2%	2,179,746	70.7%
Zone 2C Assessments	4,619,495	9.2%	2,976,423	64.4%
Flood Control Assessments	2,116,008	4.2%	1,415,932	66.9%
Recycling Project Assessments	9,693,962	19.4%	5,938,597	61.3%
SVWP Bond Assessments	1,199,766	2.4%	771,115	64.3%
Development, Annexation Fees & Other	737,619	1.5%	314,891	42.7%
Interest, Rent Income, & Grazing Leases	547,528	1.1%	714,391	130.5%
Royalties - SLO Reimbursement	582,600	1.2%	614,071	105.4%
Grants (ALERT2, IRWM, HCP, PROP1 & ILT)	18,029,290	36.0%	3,060,221	17.0%
Hydro-Electric Revenue	772,856	1.5%	975,635	126.2%
Water Delivery & Service Fees	2,621,654	5.2%	1,509,052	57.6%
Transfers In (from other Agency Funds)	2,669,398	5.3%	900,000	33.7%
Debt Transfer (USBR CSIP & SVWP)	3,423,338	6.8%	0	0.0%
<b>TOTAL:</b>	<b>50,097,830</b>	<b>100.0%</b>	<b>21,370,073</b>	<b>42.7%</b>



**Expenditure Variance**

**MONTEREY COUNTY  
WATER RESOURCES AGENCY  
BFY 2023-24 FINANCIAL STATUS REPORT**

<b>Expenditure Variance by Type</b>				
	<b>FY24 Budget</b>	<b>% of Adopted</b>	<b>Year To Date (YTD)</b>	<b>% of YTD vs. Budget</b>
Salaries & Benefits	8,301,533	15.1%	4,875,766	58.7%
Consultants/Professional Services (WRA)	8,336,361	15.2%	3,504,223	42.0%
Consultants - Monterey One Water Contract Fee	9,557,314	17.4%	9,557,314	100.0%
Consultants - Grant Reimbursable	7,765,716	14.2%	2,373,304	30.6%
Other Services & Supplies	5,660,911	10.3%	5,280,879	93.3%
SVWP Bond Payment - WRA	1,755,338	3.2%	1,755,338	100.0%
CSIP USBR Payment - WRA	1,668,000	3.0%	0	0.0%
SVRP USBR Payment - M1W	1,063,000	1.9%	0	0.0%
County COWCAP	1,828,247	3.3%	1,829,892	100.1%
GL, Pollution & WC Insurance	1,296,068	2.4%	1,489,571	114.9%
Services by County Departments	1,092,504	2.0%	433,475	39.7%
Equipment & Vehicle	230,575	0.4%	232,359	0.0%
Fund Transfers (GF,Hydro, ILT)	2,881,304	5.3%	900,000	31.2%
Debt Transfers (USBR CSIP & SVWP)	3,423,338	6.2%	0	0.0%
<b>TOTAL:</b>	<b>54,860,209</b>	<b>100.0%</b>	<b>32,232,120</b>	<b>58.8%</b>







# TODAY'S ACTION

Receive the Monterey County  
Water Resources Agency  
BFY 2023-24 Financial Status Report  
through March 31, 2024.



# FY24 Actual Revenues

Actual Revenues in March 31, 2024

**\$1,138,590**

Revenue Source	Amount
Ad-Valorem	68,674
Assessments	140,645
Permits, Fees and Other Fees	52,028
Interest, Rent Income, & Grazing Leases	108,116
Royalties - SLO Reimbursement	0
Grants (ALERT2, IRWM, HCP, USFW, PROP1 & ILT)	456,087
Hydro-Electric Revenue	160,586
Water Delivery & Service Fees	1,500
Fund Transfers In	0
Other Revenue	150,954
Fund Transfer (Debt Payments)	0
<b>Total</b>	<b>1,138,590</b>



# BFY24 YTD Actual Revenues

Total YTD Revenue as of March 31,2024

21,370,073

Revenue Source	Amount	% Received
Ad-Valorem	2,179,746	10.2%
Assessments	11,102,066	52.0%
Permits, Fees and Other Fees	139,738	0.7%
Interest, Rent Income, & Grazing Leases	714,391	3.3%
Royalties - SLO Reimbursement	614,071	2.9%
Grants (ALERT2, IRWM, HCP, USFW, PROP1 & ILT)	3,060,221	14.3%
Hydro-Electric Revenue	975,635	4.6%
Water Delivery & Service Fees	1,509,052	7.1%
Fund Transfers In	900,000	4.2%
Other Revenue	175,154	0.8%
Fund Transfer (Debt Payments)	0	0.0%
<b>Total</b>	<b>21,370,073</b>	



# BFY23 vs BFY24 Actual Revenues

Revenue as of March 31, 2023	18,052,320
Total YTD Revenue as of March 31, 2024	21,370,073
<b>Difference (Increase)</b>	<b>\$3,317,753</b>

Revenue Source	Amount
Ad-Valorem	78,798
Assessments	332,481
Permits, Fees and Other Fees	(17,827)
Interest, Rent Income, & Grazing Leases	233,090
Royalties - SLO Reimbursement	31,603
Grants (ALERT2, IRWM, HCP, USFW, PROP1 & ILT)	1,830,053
Hydro-Electric Revenue	937,008
Water Delivery & Service Fees	616,293
Fund Transfers In	(804,600)
Other Revenue	80,854
Fund Transfer (Debt Payments)	0
<b>Total</b>	<b>3,317,753</b>



# Revenue Variance

Budgeted Revenue	\$50,097,830
Total YTD Revenue as of March 31,2024	\$21,370,073
Variance ( <b>Shortage</b> )	<b>(\$28,727,757)</b>

Revenue Source	Amount	Reason
Ad-Valorem	(904,571)	70.7% received
Assessments	(6,527,165)	63.0% received
Permits, Fees and Other Fees	(88,582)	61.2% received
Interest, Rent Income, & Grazing Leases	166,863	130.5% received
Royalties - SLO Reimbursement	31,471	105.4% received
Grants (ALERT2, IRWM, HCP, USFW, PROP1 & ILT)	(14,969,069)	17.0% received
Hydro-Electric Revenue	202,779	126.2% received
Water Delivery & Service Fees	(1,112,602)	57.6% received
Fund Transfers In	(1,769,398)	33.7% received
Other Revenue	(334,146)	
Fund Transfer (Debt Payments)	(3,423,338)	0% received
<b>Total</b>	<b>(28,727,757)</b>	<b>42.7% budgeted</b>



# FY24 Actual Expenditures

Expenditures in March 31, 2024

\$1,301,308

Expenditure Source	Amount
Salaries & Benefits	\$570,037
Consultants/Other Professional Services	\$289,414
Monterey One Water Contract Fee	\$0
GRANT - Consultants/Professional Services	\$138,786
SVWP Bond Payment - WRA	\$0
CSIP USBR Payment - WRA	\$0
SVRP USBR Payment - M1W	\$0
Other Charges - COWCAP	\$0
GL & Pollution Insurance	\$576
County Department Charges	-\$5,648
Other Services and Supplies	\$297,341
Fixed Assets	\$10,802
Fund Transfer Out	\$0
Transfer - Debt Payments	\$0
<b>Total</b>	<b>\$1,301,308</b>



# BFY24 YTD Expenditures

Total YTD Expenditures as of March 31,2024

\$32,232,120

Expenditure Source	Amount	% Expended
Salaries & Benefits	\$4,875,766	15%
Consultants/Other Professional Services	\$3,504,223	11%
Monterey One Water Contract Fee	\$9,557,314	30%
GRANT - Consultants/Professional Services	\$2,373,304	7%
SVWP Bond Payment - WRA	\$1,755,338	5%
CSIP USBR Payment - WRA	\$0	0%
SVRP USBR Payment - M1W	\$0	0%
Other Charges - COWCAP	\$1,829,892	6%
GL & Pollution Insurance	\$1,489,571	5%
County Department Charges	\$433,475	1%
Other Services and Supplies	\$5,280,879	16%
Fixed Assets	\$232,359	1%
Fund Transfer Out	\$900,000	3%
Transfer - Debt Payments	\$0	0%
<b>Total</b>	<b>\$32,232,120</b>	





## Notable Expense For Consultants/Other Professional Services

Expenditures as of March 31, 2023	\$5,887,357
Total YTD Expenditures as of March 31, 2024	\$3,504,223
<b>Difference (Decrease)</b>	<b>(\$2,383,134)</b>

Expenditure Source	FY 2023	FY 2024	Variance	Note
FUND 111	\$447,005	\$427,260	(19,745)	
FUND 112	\$43,600	\$11,388	(32,212)	
FUND 116	\$4,563,168	\$1,808,895	(2,754,273)	Naci Emergency Repair Svcs.
FUND 122	\$141,332	\$194,832	53,500	Santa Rita Pump station repair
FUND 124	\$15,976	\$20,982	5,006	
FUND 127	\$11,600	\$55,060	43,460	Moss landing tide gate repair
FUND 130	\$144,274	\$188,135	43,862	Hydroplant maintenance
FUND 131	\$340,486	\$341,345	858	
FUND 132	\$0	\$26,224	26,224	M1W Auditing Svcs.
FUND 134	\$179,916	\$430,101	250,185	SRDF hydraulic modeling Svcs.
Total	\$5,887,357	\$3,504,223	(2,383,134)	



# BFY23 vs BFY24 Comparison

Expenditures as of March 31, 2023 \$28,543,141  
 Total YTD Expenditures as of March 31, 2024 \$32,232,120  
 Difference (Increase) \$3,688,979

Expenditure Source	Reason	Amount
Salaries & Benefits	Increase	208,797
Consultants/Other Professional Services	Decrease	(2,383,134)
Monterey One Water Contract Fee	Increase	1,537,718
GRANT - Consultants/Professional Services	Increase	276,708
SVWP Bond Payment - WRA	Decrease	(3,000)
CSIP USBR Payment - WRA		0
SVRP USBR Payment - M1W		0
Other Charges - COWCAP	Increase	1,278,535
GL & Pollution Insurance	Increase	573,798
County Department Charges	Decrease	(390,166)
Other Services and Supplies	Increase	1,909,342
Fixed Assets	Decrease	(219,618)
Fund Transfer Out	Increase	900,000
Transfer - Debt Payments		0
<b>Total</b>	<b>Increase</b>	<b>3,688,979</b>



# Expenditure Variance

Budgeted Expenditures	\$54,860,209
Total YTD Expenditures as of March 31,2024	\$32,232,120
Difference ( <b>Shortage</b> )	<b>(\$22,628,089)</b>

Expenditure Source	Amount	Note
Salaries & Benefits	(3,425,767)	58.7% budgeted
Consultants/Other Professional Services	(4,832,138)	42.0% budgeted
Monterey One Water Contract Fee	0	100.0% budgeted
GRANT - Consultants/Professional Services	(5,392,412)	30.6% budgeted
SVWP Bond Payment - WRA	(1)	Payments made in Sep & Mar
CSIP USBR Payment - WRA	(1,668,000)	Payments made in March
SVRP USBR Payment - M1W	(1,063,000)	Payments made in March
Other Charges - COWCAP	1,645	
GL & Pollution Insurance	193,503	114.9% current vs budgeted
County Department Charges	(659,029)	39.7% & clearing account
Other Services and Supplies	(380,032)	93.3% budgeted
Fixed Assets	1,784	
Fund Transfer Out	(1,981,304)	Majority performed at YE
Transfer - Debt Payments	(3,423,338)	
<b>Total</b>	<b>(22,628,089)</b>	<b>58.8% Budgeted</b>



# Grants Revenue & Expenditures

Adopted vs YTD Revenue and Expenditures as of March 31, 2024

Grant Name	Rev Budget	Actual Rev	YTD Rev Total	Variance %	Exp Budget	Actual Exp	YTD Exp Total	Variance %
SVBGSA GRANT	3,215,500		1,248,556	38.8%	2,180,000	6,787	45,523	2.1%
PAJARO COASTAL WATERSHED & SUBVENTIONS	492,500		658,500	133.7%	0		0	0.0%
NACIMIENTO DAM PROJECTS	6,163,000		0	0.0%	0	3,879	25,007	0.0%
IRWMP	500,000	29,656	70,462	14.1%	500,000	495	55,116	11.0%
HCP 19	677,000	33,028	447,659	66.1%	677,000	82,059	361,230	53.4%
HCP 21	852,000	28,796	95,401	11.2%	852,000	500	45,806	5.4%
CalOES/Dsod SAN ANTONIO	130,000		0	0.0%	0		0	0.0%
NFWF Grant	75,000		59,535	79.4%	75,000	18,605	106,079	141.4%
CITY OF SALINAS (ERF)	123,000		106,713	86.8%	0		0	0.0%
PROP 1 WELL DESTRUCTION	1,447,121		8,789	0.6%	2,500,000	6,460	1,000,403	40.0%
INTERLAKE TUNNEL PROJECT	1,916,419	364,608	364,608	19.0%	981,716	20,000	734,139	74.8%
FEMA /FEDERAL AID	2,437,750		0	0.0%	0		0	0.0%
<b>Total</b>	<b>18,029,290</b>	<b>456,087</b>	<b>3,060,221</b>	<b>17.0%</b>	<b>7,765,716</b>	<b>138,786</b>	<b>2,373,304</b>	<b>30.6%</b>



## BFY 2023-24 WRA Fund Balances

For Month Ending: March 31, 2024

Monthly Time Elapsed: 100.00%

Fund	Unit	Fund Name	FY2023-24 Budget					YEAR-TO-DATE Actual				Estimated Current Fund Balance	Fund	
			Beginning Fund Balance	Adopted Budget Expenditures	Amendment #1 Expenditure Increase	Adopted Budget Revenue	Amendment #1 Revenue Increase	Ending Fund Balance	YTD Actual Expenditures	Percent Budget Expended	YTD Actual Revenue			Percent Budget Received
111	8267	WRA Administration	4,310,741	5,374,265		4,909,517		3,845,993	2,864,164	53.3%	3,133,433	63.8%	4,580,010	111
112	8484	Pajaro Levee	1,243,368	1,828,108	1,812,000	1,231,673	1,212,000	46,933	2,347,312	128.4%	2,073,907	168.4%	969,963	112
116	8485	Dam Operations	4,302,888	14,124,383	900,000	15,548,422	0	4,826,927	8,910,631	63.1%	4,866,779	31.3%	259,035	116
121	8486	Soledad Storm Drain	287,577	147,903		106,435		246,109	75,971	51.4%	53,988	50.7%	265,594	121
122	8487	Reclamation Ditch	1,283,668	2,648,376		2,650,886		1,286,178	1,744,169	65.9%	1,030,280	38.9%	569,778	122
124	8488	San Lorenzo Creek	31,644	51,518		47,249		27,375	42,826	83.1%	29,746	63.0%	18,565	124
127	8489	Moro Cojo Slough	596,684	610,407		240,667		226,944	277,874	45.5%	63,535	26.4%	382,345	127
130	8490	Hydro-Electric Ops	1,414,742	975,726		789,656		1,228,672	634,558	65.0%	986,848	125.0%	1,767,032	130
131	8491	CSIP Operations	3,247,842	7,908,709		7,527,636		2,866,769	4,535,007	57.3%	3,140,683	41.7%	1,853,517	131
132	8492	SVRP Operations	2,642,341	6,394,009		5,060,202		1,308,534	5,110,162	79.9%	4,467,464	88.3%	1,999,643	132
134	8493	SRDF Operations	3,407,279	6,810,286		5,426,002		2,022,995	3,046,642	44.7%	1,136,851	21.0%	1,497,488	134
303	8267	CSIP Debt Service	770,672	1,668,000		1,668,000		770,672	0	0.0%	0	0.0%	770,672	303
313	8494	Debt Services	1,035,749	1,755,338		1,755,338		1,035,749	1,755,338	100.0%	973	0.1%	(718,615)	313
426	8495	Interlake Tunnel	588,406	1,851,181		1,924,147		661,372	887,467	47.9%	385,586	20.0%	86,525	426
<b>TOTAL:</b>			<b>25,163,601</b>	<b>52,148,209</b>	<b>2,712,000</b>	<b>48,885,830</b>	<b>1,212,000</b>	<b>20,401,222</b>	<b>32,232,120</b>	<b>61.8%</b>	<b>21,370,073</b>	<b>43.7%</b>	<b>14,301,554</b>	





# TODAY'S ACTION

Receive the Monterey County  
Water Resources Agency  
BFY 2023-24 Financial Status Report  
through March 31, 2024.







# County of Monterey

## Item No.3

### Board Report

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

Legistar File Number: WRAFIN 24-046

May 03, 2024

**Introduced:** 4/25/2024

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WRA Finance Item

Consider recommending that the Board of Directors approve Amendment No. 2 to the Agreement for Services with Graniterock Company, Inc., by increasing the contract amount by \$20,000.00 for a total contract amount not to exceed \$115,000.00 to continue providing services as outlined in the original agreement; and authorize the General Manager to execute Amendment No. 2.

#### RECOMMENDATION:

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

Consider recommending that the Board of Directors approve Amendment No. 2 to the Agreement for Services with Graniterock Company, Inc., by increasing the contract amount by \$20,000.00 for a total contract amount not to exceed \$115,000.00 to continue providing services outlined in the original agreement; and authorize the General Manager to execute Amendment No. 2.

#### SUMMARY/DISCUSSION:

The Monterey County Water Resources Agency (Agency) has needed to perform a series of construction activities for the Emergency Repair of the Pajaro River Levee system and adjacent facilities due to damage from the 2023 Winter Storms. Graniterock Company, Inc. was hired to facilitate completing tasks on an as-needed basis. They were also hired by County of Monterey Public Works, facilities, and Parks to make repairs to the Pajaro County Sanitation District sewer force main.

On June 28, 2023, the Agency entered into an Agreement for Services (Agreement) with Graniterock Construction to provide equipment, material and labor for locating utilities and performing other work as deemed necessary along the Pajaro River Levee.

On September 25, 2023, the Agency processed an Amendment No. 1 to increase the contract amount by \$45,000.00 for a total contract amount of \$95,000.00 to continue providing services.

The proposed Amendment No. 2 will increase the contract amount by \$20,000.00 for a total contract amount not to exceed \$115,000.00 to continue providing services.

#### OTHER AGENCY INVOLVEMENT:

None.

#### FINANCING:

Amendment No. 2 is payable from Fund 112 and costs associated are included in the approved

FY 2023-2024 budget.

Prepared by: Shaunna Murray, Deputy General Manager, (831) 755-4860

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

Attachments:

1. Board Order
2. Amendment No. 2
3. Amendments No. 1
4. Original Graniterock Construction Agreement for Services



# County of Monterey

Item No.

## Board Report

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

Legistar File Number: WRAFIN 24-047

May 03, 2024

**Introduced:** 4/25/2024

**Current Status:** Draft

**Version:** 1

**Matter Type:** WRA Finance Item

Consider recommending that the Monterey County Water Resources Agency Board of Directors approve Amendment No. 2 to the Agreement for Services with Western Oilfields Supply dba Rain for Rent to extend the contract term to June 30, 2028, and increase the dollar amount by \$255,000 for a total contract amount not to exceed \$350,000 for providing labor, equipment, fuel, materials, and parts for projects including but not limited to: emergency pumping services at Agency pump stations, Recycled Water Facilities projects, and projects at other Agency Facilities; and authorize the General Manager to execute the amendment.

### RECOMMENDATION:

It is recommended that the Finance Committee:

Recommend that the Board of Directors approve Amendment No. 2 to the Agreement for Services with Western Oilfields Supply dba Rain for Rent to extend the contract term to June 30, 2028, and increase the dollar amount by \$255,000 for a total contract amount not to exceed \$350,000 for providing labor, equipment, fuel, materials, and parts for projects including but not limited to emergency pumping services at Agency pump stations, Recycled Water Facilities projects, and projects at other Agency Facilities; and authorize the General Manager to execute the amendment.

### SUMMARY/DISCUSSION:

On March 3rd, 2022, the Monterey County Water Resources Agency (Agency) entered into an Agreement with Western Oilfields Supply dba Rain for Rent, to provide Services for Emergency pump station work at the Agency's Pump Stations.

On August 30th, 2022, Amendment No. 1 to the agreement was processed, increasing the total contract amount to \$95,000.

The purpose of Amendment No. 2 is revising Exhibit A - Scope of Work, by adding additional services to include all Agency Facilities and broaden the projects and tasks, revise Exhibit B - Fee Schedule, by updating labor rates and clarifying cost of additional items and rentals, a dollar increase of \$255,000 for a total contract amount not to exceed \$350,000 and a term extension to June 30, 2028, for continued services by Western Oilfields dba Rain for Rent.

### OTHER AGENCY INVOLVEMENT:

No prior action for this item

### FINANCING:

Funds for this amendment will be from Funds 111 - Administration, 116 - Dam Operations, 131- CSIP Operations, and 122-Reclamation Ditch. Other Funds may also be identified in future fiscal years.

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

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

Attachments:

1. Original Agreement for Services
2. Amendment No. 1
3. Amendment No. 2

**AMENDMENT NO. 2 TO  
AGREEMENT FOR SERVICES  
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND  
GRANITEROCK COMPANY, INC.**

**THIS AMENDMENT NO. 2** to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, “Agency”) and Graniterock 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 June 28, 2023 and amended the agreement with Amendment No. 1 on September 25, 2023 (hereinafter, “Agreement”);

**WHEREAS**, the Parties wish to amend the Agreement with a dollar amount increase of \$20,000.00, not to exceed \$115,000.00, to continue providing services identified in the Agreement.

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

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

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 the contractor under this contract is **One Hundred Fifteen Thousand Dollars (\$115,000.00)**

Original Agreement	\$50,000
Amendment No. 1	\$45,000
<u>Amendment No. 2</u>	<u>\$20,000</u>
Not to exceed total:	\$115,000

3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

*This space intentionally left blank*

Amendment No. 2 – Graniterock Company, Inc.  
Pajaro Levee (\$50k original agreement)

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement as of the day and year written below:

**MONTEREY COUNTY WATER  
RESOURCES AGENCY**

**CONTRACTOR:  
GRANITEROCK**

By: \_\_\_\_\_  
General Manager

By: \_\_\_\_\_  
(Signature of Chair, President or Vice President)

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

Title: \_\_\_\_\_  
(Print Name and Title)

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

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

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

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

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

Title: \_\_\_\_\_  
(Print Name and Title)

**Approved as to Fiscal Provisions**

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

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. 2 – Graniterock Company, Inc.  
Pajaro Levee (\$50k original agreement)

**AMENDMENT NO. 1 TO  
AGREEMENT FOR SERVICES  
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND  
GRANITEROCK 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 Graniterock 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 June 19, 2023 (hereinafter, “Agreement”);

**WHEREAS**, the Parties wish to amend the Agreement with a dollar amount increase of \$45,000.00, not to exceed \$95,000.00, to continue providing services identified in the Agreement.

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

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

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 the contractor under this contract is **Ninety-five thousand dollars (\$95,000.00)**

Original Agreement	\$50,000
<u>Amendment No. 1</u>	<u>\$45,000</u>
Not to exceed total:	\$95,000

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

*This space intentionally left blank*

Amendment No. 1 – Graniterock Company, Inc.  
Pajaro Levee (\$50k 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**

DocuSigned by:  
By: Ara Ayhderian  
1F182FFB49A2435...  
General Manager

Date: 9/25/2023 | 8:40 PM PDT

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

DocuSigned by:  
By: Kelly L. Donlon  
22D690CA05A940B...  
Assistant County Counsel

Date: 9/25/2023 | 11:37 AM PDT

**Approved as to Fiscal Provisions**

DocuSigned by:  
By: Patricia Ruiz  
E79EF64E57454F6...  
Auditor-Controller

Date: 9/25/2023 | 1:44 PM PDT

DocuSigned by:  
By: Ezequiel Vega Rios  
7D289913E628402...  
Administrative Analyst

Date: 9/25/2023 | 3:49 PM PDT

**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.

**CONTRACTOR**

Graniterock  
\*Contractor Business Name

DocuSigned by:  
By: Martin Canning  
209BCB6C3CDA44AD...  
(Signature of Chair, President or Vice President)

Title: Area Manager  
(Print Name and Title)

Date: 9/25/2023 | 10:58 AM PDT

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

Title: \_\_\_\_\_  
(Print Name and Title)

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

Amendment No. 1 – Graniterock Company, Inc.  
Pajaro Levee (\$50k original agreement)

**MONTEREY COUNTY WATER RESOURCES AGENCY**  
**AND** Graniterock Company, Inc.  
**AGREEMENT FOR SERVICES**

This is an agreement (“Agreement”) between the Monterey County Water Resources Agency, hereinafter called "Agency," and Graniterock Company, Inc., a California corporation hereinafter called "CONTRACTOR".

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

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

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

Services to be provided by contractor will include but not be limited to equipment, material and labor for determining the location of existing utilities along the Pajaro Levee and other work deemed necessary.

(b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.

(c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

(d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.

2. Term of Agreement. The term of this Agreement shall begin on June 19, 2023 by CONTRACTOR and Agency, and will terminate on June 30, 2024, 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  
 Fifty Thousand Dollars

---

(\$ 50,000.00 ).

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 shall submit to Agency an invoice via email to [WRAAccountsPayable@co.monterey.ca.us](mailto:WRAAccountsPayable@co.monterey.ca.us) and to the Contract Administrator listed in Section 26.
- (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. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which Agency is the grantee, CONTRACTOR shall comply with all provisions of such grant applicable to CONTRACTOR's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.
17. Conflict of Interest. CONTRACTOR warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.
18. Governing Laws. This Agreement is entered into in the County of Monterey, State of California, and shall be construed and enforced in accordance with the laws of the State of California. The parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.
19. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
20. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

- 21. Waiver. Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.
- 22. Successors and Assigns. This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.
- 23. Contractor. The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on Contactor’s behalf in the performance of this Agreement.
- 24. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement 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  
 Martin Canning

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Agency’s designated administrator of this Agreement shall be

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- 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:

<b>TO AGENCY</b>	<b>TO CONTRACTOR</b>
Name:	Name: Martin Canning
Address: 1441 Schilling Place - North Building Salinas, CA 93901	Address: 350 Technology Dr., Watsonville, Ca 95076
Telephone: 831.755.4860	Telephone: 831.768.2700
Fax: 831.424.7935	Fax:
E-Mail:	E-Mail: mcanning@graniterock.com

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

**MONTEREY COUNTY WATER RESOURCES AGENCY**  
**AND** Graniterock Company, Inc.  
**AGREEMENT FOR SERVICES**

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

**MONTEREY COUNTY WATER RESOURCES AGENCY:**

**CONTRACTOR:**

BY:   
DocuSigned by:  
1F482FFB40A2435...

BY: 

Ara Azhderian  
General Manager

Type Name: Martin Canning

Title: Area Manager

Date: 6/28/2023 | 8:59 AM PDT

Date: 6-23-23

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.

( Graniterock Company, Inc. )  
Agreement/Amendment No # ( )

\*\*\*\*\*

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

Approved as to fiscal provisions:

DocuSigned by:  
*Kelly L. Doulon*  
22D690CA05A940B...  
Assistant County Counsel

DocuSigned by:  
*Juan Pablo Lopez*  
A59152F49ADC476...  
Administrative Analyst

Dated: 6/26/2023 | 9:40 AM PDT

Dated: 6/27/2023 | 10:07 AM PDT

County Counsel – Risk Manager:

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

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

Dated: 6/26/2023 | 3:01 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/WORK SCHEDULE**

Services to be provided by contractor will include but not be limited to equipment, material and labor for determining the location of existing utilities for the Emergency Repair Work to the Pajaro Levee, the Pajaro County Sanitation District Force Main and other work deemed necessary as directed by Water Resources Agency personnel. Work to be performed on a time and material basis.

Project ID:

**Pajaro Levee 356**

**EXHIBIT B**  
**PAYMENT PROVISIONS**

**Labor rate:** will be in accordance with general prevailing wage rates.

**Equipment rate:** will be in accordance with current Cal-Trans equipment rental rates.

**Material rate:** to be provided on a cost basis plus mark up (current mark up rates per Cal-Trans).

Project ID:

**Pajaro Levee 357**

## **EXHIBIT C**

### **DELIVERABLES**

#### Required Document Formats

When required by this agreement, the following documents shall be delivered to the Agency project or contract administrator:

Administrative Draft of Document (for staff review)  
[five (5) unbound copies and one (1) PDF copy]

Screen Check Public Review Draft of Document (for staff review)  
[five (5) unbound copies and one (1) PDF copy]

Public Review Draft  
[XXX (XX) bound copies and xxx (xxx) DVDs]

Final Draft for Board of Director/ Supervisor consideration

Final Document (as adopted by Board of Supervisors)  
[ten (10) bound copies and one USB]

All documents shall be provided digitally to the City in both Microsoft Word and .PDF formats on a USB drive.

Following approval by staff of each final (public draft) report one (1) unbound reproducible original, and two (2) electronic copies shall be delivered to the Agency

For each public agency meeting, deliver:  
one (1) unbound reproducible original, one (1) electronic copy and four (4) print copies of the document



# County of Monterey

## Item No.4

### Board Report

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

Legistar File Number: WRAFIN 24-050

May 03, 2024

**Introduced:** 4/26/2024

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WRA Finance Item

Consider recommending that the Monterey County Water Resources Agency Board of Directors approve Change Order No. 12 to the contract with Graniterock Company for Nacimiento Dam spillway repair work to increase the contract amount by \$400,000; and authorizing the General Manager to execute the Change Order.

#### 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 Change Order No. 12 to the contract with Graniterock Company for Nacimiento Dam spillway repair work to increase the contract amount by \$400,000; and authorize the General Manager to execute the Change Order.

#### SUMMARY/DISCUSSION:

Graniterock Company has performed repair work at Nacimiento Dam spillway in 2017, 2018, 2019, 2020, 2021 and 2023 in accordance with Federal Energy Regulatory Commission (FERC) and California Dept. of Water Resources, Division of Safety of Dams (DSOD) approved Scopes of Work consisting of delaminated concrete removal and replacement, concrete spall repair, sealing concrete slab joints, grinding concrete slab joint offsets, assisting with borescope exploration under concrete chute slabs, and concrete crack repair. The original contract with Graniterock Company to begin emergency spillway repairs was executed in 2017. Eleven change orders have been executed to continue repair work over multiple fiscal years, paying \$1,074,034.27 for spillway repair work since 2017.

The spillway chute is designed to be fully supported by the rock foundation. Non-destructive testing to evaluate concrete contact with the rock foundation was performed in 2018, and locations indicating possible void spaces under the spillway chute concrete were found. The FERC approved Spillway Repair Scope of Work included boring small diameter holes through the spillway chute concrete to visually observe concrete/foundation contact conditions. In 2019, 45 boreholes were drilled, and conditions documented. An area 5 feet x 40 feet under spillway chute concrete Panel 14R was found to be suspended above the rock foundation, a condition it is not designed for. Plans and specifications have been submitted to, and approved by, FERC and DSOD for removal and replacement of the concrete chute in this area. Change Order #9 increased the amount of the contract with Graniterock Company by \$769,700 to remove the suspended portion of spillway chute concrete Panel 14R, replace it upon firm foundation. Timing of approval to proceed delayed work on the spillway planned to occur in 2022. Construction of an access road on the south side of the spillway near panel 14R was

completed in 2022 in support of Panel 14 R repairs but was underestimated. Change Order #10 extended the term of the contract to allow completion of Panel 14R repairs in 2023 under the current contract. Execution of Change Order #11 brought the contract total with Graniterock Company for Nacimiento Dam spillway repair to \$1,581,217 to ensure completion of work on Panel 14R in conformance with approved plans and specifications and completed by November of 2023. The repairs to Panel 14R were delayed due to the unavailability of the contractor to mobilize and complete the repairs ahead of the 2023 rainy season. Execution of Change Order #12 will bring the contract total with Graniterock Company for Nacimiento Dam spillway repair to \$1,981,217 to ensure completion of work on Panel 14R and ongoing annual spillway maintenance ahead of this year's anticipated rainy season.

No other change orders are anticipated, and this contract will expire December 31, 2024.

OTHER AGENCY INVOLVEMENT:

Plans and Specifications for repair of spillway chute Panel 14R must be approved by FERC and DSOD. Plans and Specifications were submitted to FERC and DSOD on April 21, 2022.

FINANCING:

Panel 14R Repairs- \$753k payable from FY 2023-24 Fund 116 - Nacimiento Dam Operation and

Maintenance; Potentially payable from \$6.1mil in State Funding through DWR

Annual Spillway Repairs- \$150k payable FY2023-24 Fund 116 Nacimiento Operation and Maintenance

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

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

Attachments:

1. Change Order No. 12
2. Change Order Nos. 1 through 11 to Graniterock Contract for Nacimiento Dam Spillway
3. 2017 Nacimiento Dam Spillway Emergency Repairs Project Time and Materials Contract
4. Board Order

## CHANGE ORDER No. 12

<b>Project:</b> 2017 Nacimiento Dam Spillway Emergency Repair Project	<b>Date:</b> May 1, 2024
<b>Project No.:</b> 005	<b>Notice to Proceed:</b> December 8, 2017
<b>Owner:</b> Monterey County Water Resources Agency 1441 Schilling Place – North Building Salinas, CA 93901	<b>Contractor:</b> Graniterock Company 5225 Hellyer Avenue, Suite 220 San Jose, CA 95138

The Non-Exclusive Emergency Repairs Agreement made and entered into by and between Monterey County Water Resources Agency (hereinafter “AGENCY”) and Graniterock (hereinafter “CONTRACTOR”) on December 7, 2017, (hereinafter “AGREEMENT”) is changed pursuant to Article 4 as follows:

**Paragraph 3.1** shall read:

CONTRACTOR shall be compensated for work completed under this AGREEMENT on a time and materials basis per completed item in accordance with the terms, up to a total amount not-to-exceed \$ 1,581,217.

The remainder of the AGREEMENT is in full force and effect.

**Purpose of the Changes:** Time to Substantial Completion was extended to April 26, 2018, in Change Order No. 1 to complete work described in EXHIBIT B. Time to Substantial Completion was extended to December 31, 2018, by Change Order No. 2 due to late March 2018 rains as the Reservoir elevation rose and the high-level gates were used for spillway releases. Also, the Agency did not allow the contractor to work in the spillway during releases for safety and access reasons. Change Order No. 3 extended the Time to Substantial Completion to September 30, 2019, and increased funding for work remaining in EXHIBIT B and additional work in the spillway needed pursuant recommendations in the 2018 Nacimiento Dam Spillway Condition Assessment Report. Federal Energy Regulatory Commission (FERC) approval of the additional work is needed before contractor may proceed. Change Order No. 4 extended the Time of Substantial Completion to September 30, 2020, to accomplish the Nacimiento Dam Spillway Repair Scope of Work Revision 1, dated August 29, 2019. Work specified in the Nacimiento Dam Spillway Repair Scope of Work was unable to be completed in 2019 and early 2020 as FERC approval to proceed was received in October 2019 and equipment and personnel had to be removed from the spillway for potential 2019-20 winter reservoir operations. Change Order No. 5 increased the contract value and extended the Time of Substantial Completion to continue work specified in the Nacimiento Dam Spillway Repair Scope of Work. The amount allocated from Change Order #5 for payment in fiscal year 2019-2020 was under-estimated and Change Order #6 increased the contract amount to account for the total cost of work performed in fiscal year 2019-2020. Change Order #7 increased the contract amount to continue work specified in the Nacimiento Dam Spillway Repair Scope of Work in fiscal year 2020-21. Change Order #8 increased the contract amount and extended the Time of Substantial Completion to continue work specified in the Nacimiento Dam Spillway Repair Scope of Work in Fiscal Year 2021-22. Change Order #9 increases the contract amount to complete repair of spillway chute Panel 14R and grouting at adjacent spillway wall footing as a result of findings from Nacimiento Dam Spillway Repair Scope of Work Section 1.0 - Borescope Exploration. Repair of spillway chute Panel 14R and grouting at adjacent spillway wall footing will be performed in accordance with Plans dated April 18, 2022, and Technical Specifications dated April 2022 prepared by GEI Consultants, Inc. Change Order #10 extends the Time of Substantial Completion because late approval from regulatory agencies did not allow sufficient time for repair of spillway chute Panel 14R and grouting at adjacent spillway wall footing to occur prior to the fall/winter rainy season.

Change Order #11 did increase the contract amount and time of Substantial Completion in anticipation of completion of repair in 2023. This Change Order #12 will increase the contract amount to complete repair of spillway chute Panel 14R and grouting at adjacent spillway wall footing as a result of findings from Nacimiento Dam Spillway Repair Scope of Work Section 1.0 - Borescope Exploration. Repair of spillway chute Panel 14R and grouting at adjacent spillway wall footing will be performed in accordance with Plans dated April 18, 2022, and Technical Specifications dated April 2022 prepared by GEI Consultants, Inc. Work shall be paid for on a Time and Materials basis up to a Guaranteed Maximum Price of \$ 752,610 payable from FY 2023-24 Fund 116 – Nacimiento Dam Operation and Maintenance, to include one mobilization, one continuous operation, and regular Monday-Friday 8-hour per day work shifts.

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Original value of AGREEMENT:	\$ 200,000.00
Value of increase by Change Order No. 1:	\$ 89,000.00
Value of increase by Change Order No. 2:	None
Value of increase by Change Order No. 3:	\$ 123,000.00
Value of increase by Change Order No. 4:	None
Value of increase by Change Order No. 5:	\$ 260,000.00
Value of increase by Change Order No. 6:	\$ 9,517.00
Value of increase by Change Order No. 7:	\$ 30,000.00
Value of increase by Change Order No. 8:	\$ 20,000.00
Value of increase by Change Order No. 9:	\$ 769,700.00
Value of increase by Change Order No.10:	None
Value of increase by Change Order No.11:	\$ 80,000.00
AGREEMENT value including this Change Order:	\$ 1,981,217.00

Time to Substantial Completion Change Order No. 1: ..... 140 calendar days from Notice to Proceed  
(Substantial Completion Date Change Order No. 1 - April 26, 2018)

Time to Substantial Completion Change Order No. 2: ..... 384 calendar days from Notice to Proceed  
(Substantial Completion Date Change Order No. 2 - April 26, 2018 – December 31, 2018)

Time to Substantial Completion Change Order No. 3: ..... 653 calendar days from Notice to Proceed  
(Substantial Completion Date Change Order No. 3 - December 31, 2018 – September 30, 2019)

Time to Substantial Completion Change Order No. 4: ..... 1,028 calendar days from Notice to Proceed  
(Substantial Completion Date Change Order No. 4 - September 30, 2019 – September 30, 2020)

Time to Substantial Completion Change Order No. 5: ..... 1,485 calendar days from Notice to Proceed  
(Substantial Completion Date Change Order No. 5 – September 30, 2020 – December 31, 2021)

Time to Substantial Completion Change Order No. 8: ..... 1,850 calendar days from Notice to Proceed  
(Substantial Completion Date Change Order No. 8 – December 31, 2021 – December 31, 2022)

Time to Substantial Completion Change Order No. 10: ..... 2,215 calendar days from Notice to Proceed  
(Substantial Completion Date Change Order No. 10- December 31, 2022- December 31, 2023)

Time to Substantial Completion: ..... 2,580 calendar days from Notice to Proceed

The Substantial Completion Date is: ..... December 31, 2024

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**Monterey County Water Resources Agency**

**Graniterock Company**

\_\_\_\_\_  
Ara Azhderian, General Manager

\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

Approved as to Form:

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

\_\_\_\_\_  
Auditor-Controller's Office

\_\_\_\_\_  
County Administrative Office

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

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

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

# CHANGE ORDER No. 1

**Project:** 2017 Nacimiento Dam Spillway  
Emergency Repair Project  
**Date:** March 13, 2018

**Project No.:** 005  
**Notice to Proceed:** December 8, 2017

**Owner:** Monterey County  
Water Resources Agency  
1441 Schilling Place – North Building  
Salinas, CA 93901  
**Contractor:** Graniterock Company  
5225 Hellyer Avenue, Suite 220  
San Jose, CA 95138

The non-exclusive Agreement made and entered into by and between Monterey County Water Resources Agency (hereinafter "AGENCY") and Graniterock (hereinafter "CONTRACTOR") on December 7, 2017, (hereinafter "AGREEMENT") is changed pursuant to Article 4 as follows:

**Paragraph 2.2.2 – Substantial Completion Date**, shall read:

CONTRACTOR shall commence the work on the starting date established in the Notice to Proceed and shall achieve Substantial Completion within one hundred forty (140) calendar days after said starting date.

**ARTICLE 3: Contract Price - Paragraph 3.1** shall read:

CONTRACTOR shall be compensated for work completed under this AGREEMENT on a time and materials basis per completed item in accordance with terms of the AGREEMENT, up to a total amount not-to-exceed **\$289,000**.

**ARTICLE 3: Contract Price – Paragraph 3.3** shall read:

Retention of five percent (5%) of each approved progress payment subsequent to execution date of this Change Order will be withheld by the AGENCY. At Substantial Completion the AGENCY, at its option, may release any portion of the retained amount to the CONTRACTOR.

**EXHIBIT A, Item 6** shall read:

Pursuant to California Public Contract Code Section 22300, the CONTRACTOR may substitute securities for any monies withheld by the AGENCY to ensure performance under the contract.

The remainder of the AGREEMENT is in full force and effect.

**Purpose of the Changes:**

Additional time is needed to complete work described in EXHIBIT B because the original amount of time to reach Substantial Completion was under estimated by the AGENCY, rain delays have occurred, some material delivery times have been longer than anticipated, and video survey and spillway sub-drain location work is in addition to that anticipated in EXHIBIT B.

Additional payment is needed to complete work described in EXHIBIT B because the original amount of time to reach Substantial Completion was under estimated by the AGENCY, and video survey and spillway sub-drain location work is in addition to that anticipated in EXHIBIT B. Change of retention is to comply with California Public Contract Code Chapter 7, Section 7201(b)(1).

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Original value of AGREEMENT: .....	\$200,000.00
Value of increase by this Change Order: .....	\$ 89,000.00
New AGREEMENT value including this Change Order: .....	\$289,000.00

Time to Substantial Completion will increase to: ..... 140 calendar days from Notice to Proceed  
The new Substantial Completion Date is: ..... April 26, 2018

---

Monterey County Water Resources Agency

*David E. Chardavoigne*

David E. Chardavoigne, General Manager

Date: 28 March 2018

Graniterock Company  
Karl Philipovitch, Area Manager

Print Name

*[Signature]*

Signature

Title MAR 14 2018

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

Approved as to Form:

*[Signature]*

Deputy County Counsel

Date: 3.23.18

*[Signature]*

Auditor-Controller's Office

Date: 3.23.18

County Administrative Office

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

CHANGE ORDER No. 2

COPY

Project: 2017 Nacimiento Dam Spillway  
Emergency Repair Project

Date: April 12, 2018

Project No.: 005

Notice to Proceed: December 8, 2017

Owner: Monterey County  
Water Resources Agency  
1441 Schilling Place – North Building  
Salinas, CA 93901

Contractor: Graniterock Company  
5225 Hellyer Avenue, Suite 220  
San Jose, CA 95138

The non-exclusive Agreement made and entered into by and between Monterey County Water Resources Agency (hereinafter "AGENCY") and Graniterock (hereinafter "CONTRACTOR") on December 7, 2017, (hereinafter "AGREEMENT") is changed pursuant to Article 4 as follows:

**Paragraph 2.2.2 – Substantial Completion Date**, shall read:

CONTRACTOR shall commence the work on the starting date established in the Notice to Proceed and shall achieve Substantial Completion within three hundred eighty four (384) calendar days after said starting date.

The remainder of the AGREEMENT is in full force and effect.

**Purpose of the Changes:**

Time to Substantial Completion was extended to April 26, 2018 in Change Order No. 1 to complete work described in EXHIBIT B. Due to late March rains, the Nacimiento Reservoir elevation rose above the high level gates tunnel invert and MCWRA began utilizing the high level gates on the Nacimiento Spillway for reservoir releases. Out of safety and access concerns, the Agency will not allow the contractor to work in the spillway during releases; therefore, the time extension in this Change Order No. 2 will allow the work described in EXHIBIT B to continue once high level gate releases are completed.

Original value of AGREEMENT: .....	\$200,000.00
Value of increase by Change Order No. 1: .....	\$ 89,000.00
Value of increase by this Change Order: .....	\$ None
New AGREEMENT value including this Change Order: .....	\$289,000.00

Time to Substantial Completion Change Order No.1: ..... 140 calendar days from Notice to Proceed (Substantial Completion Date Change Order No. 1 - April 26, 2018)

Time to Substantial Completion will increase to: ..... 384 calendar days from Notice to Proceed

The new Substantial Completion Date is: ..... December 31, 2018

Monterey County Water Resources Agency

Graniterock Company  
Karl Philipovitch, Area Manager

*David E. Chardavoyne*  
David E. Chardavoyne, General Manager

Print Name

Signature

Date: 29 May 2018

Title

APR 30 2018

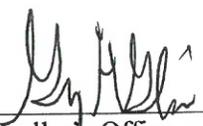
Date:

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Approved as to Form:

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

Date: 5.15.18

  
\_\_\_\_\_  
Auditor-Controller's Office

Date: 5/22/18

  
\_\_\_\_\_  
County Administrative Office

Date: 5/24/18

# CHANGE ORDER No. 3

<p><b>Project:</b> 2017 Nacimiento Dam Spillway Emergency Repair Project</p> <p><b>Project No.:</b> 005</p> <p><b>Owner:</b> Monterey County Water Resources Agency 1441 Schilling Place – North Building Salinas, CA 93901</p>	<p><b>Date:</b> December 4, 2018</p> <p><b>Notice to Proceed:</b> December 8, 2017</p> <p><b>Contractor:</b> Graniterock Company 5225 Hellyer Avenue, Suite 220 San Jose, CA 95138</p>
---	--

The Non-Exclusive Emergency Repairs Agreement made and entered into by and between Monterey County Water Resources Agency (hereinafter “AGENCY”) and Graniterock (hereinafter “CONTRACTOR”) on December 7, 2017, (hereinafter “AGREEMENT”) is changed pursuant to Article 4 as follows:

**Paragraph 2.2.2 – Substantial Completion Date** shall read:

CONTRACTOR shall commence the work on the starting date established in the Notice to Proceed and shall achieve Substantial Completion within six hundred fifty three (653) calendar days after said starting date.

**Paragraph 3.1** shall read:

CONTRACTOR shall be compensated for work completed under this AGREEMENT on a time and materials basis per completed item in accordance with terms of the AGREEMENT, up to a total amount not-to-exceed **\$412,000**.

The remainder of the AGREEMENT is in full force and effect.

**Purpose of the Changes:**

Time to Substantial Completion was extended to April 26, 2018 in Change Order No. 1 to complete work described in EXHIBIT B. Time to Substantial Completion was extended to December 31, 2018 by Change Order No. 2 due to late March 2018 rains as the Reservoir elevation rose and the high level gates were used for spillway releases. Also, the Agency did not allow the contractor to work in the spillway during releases for safety and access reasons. Work remaining in EXHIBIT B and additional work in the spillway is needed pursuant recommendations in the 2018 Nacimiento Dam Spillway Condition Assessment Report. Federal Energy Regulatory Commission (FERC) approval of the additional work is needed before contractor may proceed. Additional time and funding is needed to complete this work.

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Original value of AGREEMENT: .....	\$200,000.00
Value of increase by Change Order No. 1: .....	\$ 89,000.00
Value of increase by Change Order No. 2: .....	\$ None
Value of increase by this Change Order: .....	\$ 123,000.00
New AGREEMENT value including this Change Order: .....	\$412,000.00

Time to Substantial Completion Change Order No.1: .....	140 calendar days from Notice to Proceed (Substantial Completion Date Change Order No. 1 - April 26, 2018)
Time to Substantial Completion Change Order No.2: .....	384 calendar days from Notice to Proceed (Substantial Completion Date Change Order No. 2 - April 26, 2018 – December 31, 2018)
Time to Substantial Completion will increase to: .....	653 calendar days from Notice to Proceed
The new Substantial Completion Date is: .....	September 30, 2019

---

Monterey County Water Resources Agency

David E. Chardavoyne  
David E. Chardavoyne, General Manager

Date: 11 December 2018

Graniterock Company

K. PHILIPOVITCH

Print Name

[Signature]

Signature

AREA MANAGER

Title

Date: NOV 27 2018

Approved as to Form:

[Signature]  
Deputy County Counsel

Date: 12/7/18

[Signature]  
Auditor-Controller's Office

Date: 12/7/18

[Signature]  
County Administrative Office

Date: 12/7/18

## CHANGE ORDER No. 4

<p><b>Project:</b> 2017 Nacimiento Dam Spillway Emergency Repair Project</p> <p><b>Project No.:</b> 005</p> <p><b>Owner:</b> Monterey County Water Resources Agency 1441 Schilling Place – North Building Salinas, CA 93901</p>	<p><b>Date:</b> September 4, 2019</p> <p><b>Notice to Proceed:</b> December 8, 2017</p> <p><b>Contractor:</b> Graniterock Company 5225 Hellyer Avenue, Suite 220 San Jose, CA 95138</p>
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The Non-Exclusive Emergency Repairs Agreement made and entered into by and between Monterey County Water Resources Agency (hereinafter "AGENCY") and Graniterock (hereinafter "CONTRACTOR") on December 7, 2017, (hereinafter "AGREEMENT") is changed pursuant to Article 4 as follows:

**Paragraph 2.2.2 – Substantial Completion Date shall read:**

CONTRACTOR shall commence the work on the starting date established in the Notice to Proceed and shall achieve Substantial Completion within one thousand twenty-eight (1,028) calendar days after said starting date.

The remainder of the AGREEMENT is in full force and effect.

**Purpose of the Changes:**

Time to Substantial Completion was extended to April 26, 2018 in Change Order No. 1 to complete work described in EXHIBIT B. Time to Substantial Completion was extended to December 31, 2018 by Change Order No. 2 due to late March 2018 rains as the Reservoir elevation rose and the high level gates were used for spillway releases. Also, the Agency did not allow the contractor to work in the spillway during releases for safety and access reasons. Change Order No. 3 extended the Time to Substantial Completion to September 30, 2019 and increased funding for work remaining in EXHIBIT B and additional work in the spillway needed pursuant recommendations in the 2018 Nacimiento Dam Spillway Condition Assessment Report. Federal Energy Regulatory Commission (FERC) approval of the additional work is needed before contractor may proceed. This Change Order extends the Time of Substantial Completion to September 30, 2019 to accomplish the Nacimiento Dam Spillway Repair Scope of Work Revision 1, dated August 29, 2019, which includes investigation into presently unknown conditions under the spillway chute that may result in additional repair work. Therefore, the time to Substantial Completion is extended by 12 months.

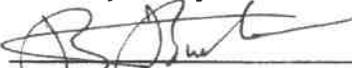
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Original value of AGREEMENT: .....	\$200,000.00
Value of increase by Change Order No. 1: .....	\$ 89,000.00
Value of increase by Change Order No. 2: .....	\$ None
Value of increase by Change Order No. 3: .....	\$123,000.00
Value of increase by this Change Order: .....	\$ None
AGREEMENT value including this Change Order: .....	\$412,000.00

Time to Substantial Completion Change Order No.1: .....	140 calendar days from Notice to Proceed
(Substantial Completion Date Change Order No. 1 - April 26, 2018)	
Time to Substantial Completion Change Order No.2: .....	384 calendar days from Notice to Proceed
(Substantial Completion Date Change Order No. 2 - April 26, 2018 – December 31, 2018)	
Time to Substantial Completion Change Order No.3: .....	653 calendar days from Notice to Proceed
(Substantial Completion Date Change Order No. 3 - December 31, 2018 – September 30, 2019)	
Time to Substantial Completion will increase to: .....	1,028 calendar days from Notice to Proceed
The new Substantial Completion Date is: .....	September 30, 2020

---

Monterey County Water Resources Agency

  
Brent Buché, General Manager

Date: 9/25/19

Graniterock Company

KARL PHILIPOVITCH  
Print Name

  
Signature

AREA MANAGER

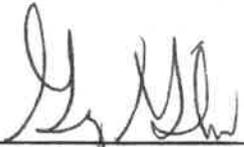
Title SEP 28 2019

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

Approved as to Form:

  
Deputy County Counsel

Date: 9/25/19

  
Auditor-Controller's Office

Date: 9/25/19

  
County Administrative Office

Date: 9/25/19

## CHANGE ORDER No. 5

<b>Project:</b> 2017 Nacimiento Dam Spillway Emergency Repair Project  <b>Project No.:</b> 005  <b>Owner:</b> Monterey County Water Resources Agency 1441 Schilling Place – North Building Salinas, CA 93901	<b>Date:</b> September 4, 2019  <b>Notice to Proceed:</b> December 8, 2017  <b>Contractor:</b> Graniterock Company 5225 Hellyer Avenue, Suite 220 San Jose, CA 95138
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The Non-Exclusive Emergency Repairs Agreement made and entered into by and between Monterey County Water Resources Agency (hereinafter “AGENCY”) and Graniterock (hereinafter “CONTRACTOR”) on December 7, 2017, (hereinafter “AGREEMENT”) is changed pursuant to Article 4 as follows:

**Paragraph 2.2.2 – Substantial Completion Date** shall read:

CONTRACTOR shall commence the work on the starting date established in the Notice to Proceed and shall achieve Substantial Completion within one thousand twenty-eight (1,485) calendar days after said starting date.

The remainder of the AGREEMENT is in full force and effect.

**Purpose of the Changes:**

Time to Substantial Completion was extended to April 26, 2018 in Change Order No. 1 to complete work described in EXHIBIT B. Time to Substantial Completion was extended to December 31, 2018 by Change Order No. 2 due to late March 2018 rains as the Reservoir elevation rose and the high level gates were used for spillway releases. Also, the Agency did not allow the contractor to work in the spillway during releases for safety and access reasons. Change Order No. 3 extended the Time to Substantial Completion to September 30, 2019 and increased funding for work remaining in EXHIBIT B and additional work in the spillway needed pursuant recommendations in the 2018 Nacimiento Dam Spillway Condition Assessment Report. Federal Energy Regulatory Commission (FERC) approval of the additional work is needed before contractor may proceed. Change Order No. 4 extended the Time of Substantial Completion to September 30, 2020 to accomplish the Nacimiento Dam Spillway Repair Scope of Work Revision 1, dated August 29, 2019. Work specified in the Nacimiento Dam Spillway Repair Scope of Work was unable to be completed in 2019 and early 2020 as FERC approval to proceed was received in October 2019 and equipment and personnel had to be removed from the spillway for potential 2019-20 winter reservoir operations. This Change Order increases the contract value and extends the Time of Substantial Completion to continue work specified in the Nacimiento Dam Spillway Repair Scope of Work.

Original value of AGREEMENT: .....	\$200,000.00
Value of increase by Change Order No. 1: .....	\$ 89,000.00
Value of increase by Change Order No. 2: .....	None
Value of increase by Change Order No. 3: .....	\$123,000.00
Value of increase by Change Order No. 4: .....	None
Value of increase by this Change Order: .....	\$260,000.00
AGREEMENT value including this Change Order: .....	\$672,000.00

Time to Substantial Completion Change Order No. 1: ..... 140 calendar days from Notice to Proceed  
(Substantial Completion Date Change Order No. 1 - April 26, 2018)

Time to Substantial Completion Change Order No. 2: ..... 384 calendar days from Notice to Proceed  
(Substantial Completion Date Change Order No. 2 - April 26, 2018 – December 31, 2018)

Time to Substantial Completion Change Order No. 3: ..... 653 calendar days from Notice to Proceed  
(Substantial Completion Date Change Order No. 3 - December 31, 2018 – September 30, 2019)

Time to Substantial Completion Change Order No. 4: ..... 1,028 calendar days from Notice to Proceed  
(Substantial Completion Date Change Order No. 4 - September 30, 2019 – September 30, 2020)

Time to Substantial Completion will increase to: ..... 1,485 calendar days from Notice to Proceed

The new Substantial Completion Date is: ..... December 31, 2021

Monterey County Water Resources Agency

*B. Buche*

Brent Buche, General Manager

Date: 4/10/2020

Graniterock Company

*Stephen Snodgrass*

Print Name

Signature

Title

Date: MAR 19 2020

Approved as to Form:

s/Kelly L. Donlon

Deputy County Counsel

Date: 4/9/2020

*B. Mason*

Auditor-Controller's Office

Date: 04/09/2020

*Juan Pablo Lopez*

County Administrative Office

Date: 04/09/2020

**CHANGE ORDER No. 6**

**Project:** 2017 Nacimiento Dam Spillway  
Emergency Repair Project

**Date:** June 15, 2020

**Project No.:** 005

**Notice to Proceed:** December 8, 2017

**Owner:** Monterey County  
Water Resources Agency  
1441 Schilling Place – North Building  
Salinas, CA 93901

**Contractor:** Graniterock Company  
5225 Hellyer Avenue, Suite 220  
San Jose, CA 95138

The Non-Exclusive Emergency Repairs Agreement made and entered into by and between Monterey County Water Resources Agency (hereinafter "AGENCY") and Graniterock (hereinafter "CONTRACTOR") on December 7, 2017, (hereinafter "AGREEMENT") is changed pursuant to Article 4 as follows:

**Paragraph 3.1 shall read:**

CONTRACTOR shall be compensated for work completed under this AGREEMENT on a time and materials basis per completed item in accordance with the terms, up to a total amount not-to-exceed \$681,517.

The remainder of the AGREEMENT is in full force and effect.

**Purpose of the Changes:** Time to Substantial Completion was extended to April 26, 2018 in Change Order No. 1 to complete work described in EXHIBIT B. Time to Substantial Completion was extended to December 31, 2018 by Change Order No. 2 due to late March 2018 rains as the Reservoir elevation rose and the high level gates were used for spillway releases. Also, the Agency did not allow the contractor to work in the spillway during releases for safety and access reasons. Change Order No. 3 extended the Time to Substantial Completion to September 30, 2019 and increased funding for work remaining in EXHIBIT B and additional work in the spillway needed pursuant recommendations in the 2018 Nacimiento Dam Spillway Condition Assessment Report. Federal Energy Regulatory Commission (FERC) approval of the additional work is needed before contractor may proceed. Change Order No. 4 extended the Time of Substantial Completion to September 30, 2020 to accomplish the Nacimiento Dam Spillway Repair Scope of Work Revision 1, dated August 29, 2019. Work specified in the Nacimiento Dam Spillway Repair Scope of Work was unable to be completed in 2019 and early 2020 as FERC approval to proceed was received in October 2019 and equipment and personnel had to be removed from the spillway for potential 2019-20 winter reservoir operations. Change Order No. 5 increased the contract value and extended the Time of Substantial Completion to continue work specified in the Nacimiento Dam Spillway Repair Scope of Work. The amount allocated from Change Order #5 for payment in fiscal year 2019-2020 was under-estimated and this Change Order increases the contract amount to account for the total cost of work performed in fiscal year 2019-2020.

Original value of AGREEMENT: .....	\$200,000.00
Value of increase by Change Order No. 1: .....	\$ 89,000.00
Value of increase by Change Order No. 2: .....	None
Value of increase by Change Order No. 3: .....	\$123,000.00
Value of increase by Change Order No. 4: .....	None
Value of increase by Change Order No. 5: .....	\$260,000.00
Value of increase of this Change Order: .....	\$ 9,517.00
AGREEMENT value including this Change Order: .....	\$681,517.00

Time to Substantial Completion Change Order No. 1: .....	140 calendar days from Notice to Proceed (Substantial Completion Date Change Order No. 1 - April 26, 2018)
Time to Substantial Completion Change Order No. 2: .....	384 calendar days from Notice to Proceed (Substantial Completion Date Change Order No. 2 - April 26, 2018 – December 31, 2018)
Time to Substantial Completion Change Order No. 3: .....	653 calendar days from Notice to Proceed (Substantial Completion Date Change Order No. 3 - December 31, 2018 – September 30, 2019)
Time to Substantial Completion Change Order No. 4: .....	1,028 calendar days from Notice to Proceed (Substantial Completion Date Change Order No. 4 - September 30, 2019 – September 30, 2020)
Time to Substantial Completion: .....	1,485 calendar days from Notice to Proceed
The Substantial Completion Date is: .....	December 31, 2021

Monterey County Water Resources Agency

*B. Buche*

Brent Buche, General Manager

Date: E-signed 7.13.20

Graniterock Company

*KARL PHILIPOVICH*

Print Name

*[Signature]*

Signature

*AREA MANAGER*

Title

Date: JUN 17 2020

Approved as to Form:

*Kelly L. Donlon*

Deputy County Counsel

Date: 6/24/20

*Gary K. Giboney*

Auditor-Controller's Office

Date: 6/24/2020

*Juan Pablo Lopez*

County Administrative Office

Date: 06/24/2020

# CHANGE ORDER No. 7

**Project:** 2017 Nacimiento Dam Spillway  
Emergency Repair Project

**Date:** November 1, 2020

**Project No.:** 005

**Notice to Proceed:** December 8, 2017

**Owner:** Monterey County  
Water Resources Agency  
1441 Schilling Place – North Building  
Salinas, CA 93901

**Contractor:** Graniterock Company  
5225 Hellyer Avenue, Suite 220  
San Jose, CA 95138

The Non-Exclusive Emergency Repairs Agreement made and entered into by and between Monterey County Water Resources Agency (hereinafter “AGENCY”) and Graniterock (hereinafter “CONTRACTOR”) on December 7, 2017, (hereinafter “AGREEMENT”) is changed pursuant to Article 4 as follows:

**Paragraph 3.1** shall read:

CONTRACTOR shall be compensated for work completed under this AGREEMENT on a time and materials basis per completed item in accordance with the terms, up to a total amount not-to-exceed \$711,517.

The remainder of the AGREEMENT is in full force and effect.

**Purpose of the Changes:** Time to Substantial Completion was extended to April 26, 2018 in Change Order No. 1 to complete work described in EXHIBIT B. Time to Substantial Completion was extended to December 31, 2018 by Change Order No. 2 due to late March 2018 rains as the Reservoir elevation rose and the high level gates were used for spillway releases. Also, the Agency did not allow the contractor to work in the spillway during releases for safety and access reasons. Change Order No. 3 extended the Time to Substantial Completion to September 30, 2019 and increased funding for work remaining in EXHIBIT B and additional work in the spillway needed pursuant recommendations in the 2018 Nacimiento Dam Spillway Condition Assessment Report. Federal Energy Regulatory Commission (FERC) approval of the additional work is needed before contractor may proceed. Change Order No. 4 extended the Time of Substantial Completion to September 30, 2020 to accomplish the Nacimiento Dam Spillway Repair Scope of Work Revision 1, dated August 29, 2019. Work specified in the Nacimiento Dam Spillway Repair Scope of Work was unable to be completed in 2019 and early 2020 as FERC approval to proceed was received in October 2019 and equipment and personnel had to be removed from the spillway for potential 2019-20 winter reservoir operations. Change Order No. 5 increased the contract value and extended the Time of Substantial Completion to continue work specified in the Nacimiento Dam Spillway Repair Scope of Work. The amount allocated from Change Order #5 for payment in fiscal year 2019-2020 was under-estimated and Change Order #6 increased the contract amount to account for the total cost of work performed in fiscal year 2019-2020. This Change Order increases the contract amount to complete additional spillway chute concrete removal and replacement work identified in October 2020.

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Original value of AGREEMENT: .....	\$200,000.00
Value of increase by Change Order No. 1: .....	\$ 89,000.00
Value of increase by Change Order No. 2: .....	None
Value of increase by Change Order No. 3: .....	\$123,000.00
Value of increase by Change Order No. 4: .....	None
Value of increase by Change Order No. 5: .....	\$260,000.00
Value of increase by Change Order No. 6: .....	\$ 9,517.00
Value of increase of this Change Order: .....	\$ 30,000.00
AGREEMENT value including this Change Order: .....	\$711,517.00

Time to Substantial Completion Change Order No. 1: .....	140 calendar days from Notice to Proceed (Substantial Completion Date Change Order No. 1 - April 26, 2018)
Time to Substantial Completion Change Order No. 2: .....	384 calendar days from Notice to Proceed (Substantial Completion Date Change Order No. 2 - April 26, 2018 – December 31, 2018)
Time to Substantial Completion Change Order No. 3: .....	653 calendar days from Notice to Proceed (Substantial Completion Date Change Order No. 3 - December 31, 2018 – September 30, 2019)
Time to Substantial Completion Change Order No. 4: .....	1,028 calendar days from Notice to Proceed (Substantial Completion Date Change Order No. 4 - September 30, 2019 – September 30, 2020)
Time to Substantial Completion: .....	1,485 calendar days from Notice to Proceed
The Substantial Completion Date is: .....	December 31, 2021

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Monterey County Water Resources Agency

Graniterock Company

  
\_\_\_\_\_

Brent Buche, General Manager

Date: E-signed 12/9/2020



**Karl Philipovitch, Area Manager**

\_\_\_\_\_  
Title

**11/25/20**

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

Approved as to Form:

  
\_\_\_\_\_

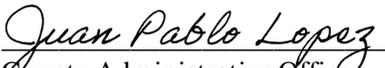
Deputy County Counsel

Date: November, 30, 2020



\_\_\_\_\_  
Auditor-Controller's Office

Date: 11-30-2020

  
\_\_\_\_\_

County Administrative Office

Date: 12/02/2020

## CHANGE ORDER No. 8

<b>Project:</b> 2017 Nacimiento Dam Spillway Emergency Repair Project	<b>Date:</b> September 20, 2021
<b>Project No.:</b> 005	<b>Notice to Proceed:</b> December 8, 2017
<b>Owner:</b> Monterey County Water Resources Agency 1441 Schilling Place – North Building Salinas, CA 93901	<b>Contractor:</b> Graniterock Company 5225 Hellyer Avenue, Suite 220 San Jose, CA 95138

The Non-Exclusive Emergency Repairs Agreement made and entered into by and between Monterey County Water Resources Agency (hereinafter “AGENCY”) and Graniterock (hereinafter “CONTRACTOR”) on December 7, 2017, (hereinafter “AGREEMENT”) is changed pursuant to Article 4 as follows:

**Paragraph 3.1** shall read:

CONTRACTOR shall be compensated for work completed under this AGREEMENT on a time and materials basis per completed item in accordance with the terms, up to a total amount not-to-exceed \$731,517.

The remainder of the AGREEMENT is in full force and effect.

**Purpose of the Changes:** Time to Substantial Completion was extended to April 26, 2018 in Change Order No. 1 to complete work described in EXHIBIT B. Time to Substantial Completion was extended to December 31, 2018 by Change Order No. 2 due to late March 2018 rains as the Reservoir elevation rose and the high level gates were used for spillway releases. Also, the Agency did not allow the contractor to work in the spillway during releases for safety and access reasons. Change Order No. 3 extended the Time to Substantial Completion to September 30, 2019 and increased funding for work remaining in EXHIBIT B and additional work in the spillway needed pursuant recommendations in the 2018 Nacimiento Dam Spillway Condition Assessment Report. Federal Energy Regulatory Commission (FERC) approval of the additional work is needed before contractor may proceed. Change Order No. 4 extended the Time of Substantial Completion to September 30, 2020 to accomplish the Nacimiento Dam Spillway Repair Scope of Work Revision 1, dated August 29, 2019. Work specified in the Nacimiento Dam Spillway Repair Scope of Work was unable to be completed in 2019 and early 2020 as FERC approval to proceed was received in October 2019 and equipment and personnel had to be removed from the spillway for potential 2019-20 winter reservoir operations. Change Order No. 5 increased the contract value and extended the Time of Substantial Completion to continue work specified in the Nacimiento Dam Spillway Repair Scope of Work. The amount allocated from Change Order #5 for payment in fiscal year 2019-2020 was under-estimated and Change Order #6 increased the contract amount to account for the total cost of work performed in fiscal year 2019-2020. Change Order #7 increased the contract amount to continue work specified in the Nacimiento Dam Spillway Repair Scope of Work in fiscal year 2020-21. This Change Order increases the contract amount and extends the Time of Substantial Completion to continue work specified in the Nacimiento Dam Spillway Repair Scope of Work in Fiscal Year 2021-22.

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Original value of AGREEMENT: .....	\$200,000.00
Value of increase by Change Order No. 1: .....	\$ 89,000.00
Value of increase by Change Order No. 2: .....	None
Value of increase by Change Order No. 3: .....	\$123,000.00
Value of increase by Change Order No. 4: .....	None
Value of increase by Change Order No. 5: .....	\$260,000.00
Value of increase by Change Order No. 6: .....	\$ 9,517.00
Value of increase by Change Order No. 7: .....	\$ 30,000.00
Value of increase of this Change Order: .....	\$ 20,000.00
AGREEMENT value including this Change Order: .....	\$731,517.00

Time to Substantial Completion Change Order No. 1: ..... 140 calendar days from Notice to Proceed  
 (Substantial Completion Date Change Order No. 1 - April 26, 2018)  
 Time to Substantial Completion Change Order No. 2: ..... 384 calendar days from Notice to Proceed  
 (Substantial Completion Date Change Order No. 2 - April 26, 2018 – December 31, 2018)  
 Time to Substantial Completion Change Order No. 3: ..... 653 calendar days from Notice to Proceed  
 (Substantial Completion Date Change Order No. 3 - December 31, 2018 – September 30, 2019)  
 Time to Substantial Completion Change Order No. 4: ..... 1,028 calendar days from Notice to Proceed  
 (Substantial Completion Date Change Order No. 4 - September 30, 2019 – September 30, 2020)  
 Time to Substantial Completion Change Order No. 5: ..... 1,485 calendar days from Notice to Proceed  
 (Substantial Completion Date Change Order No. 5 – September 30, 2020 – December 31, 2021)  
 Time to Substantial Completion: ..... 1,850 calendar days from Notice to Proceed  
 The Substantial Completion Date is: ..... December 31, 2022

**Monterey County Water Resources Agency**



Brent Buche, General Manager

Date: E-signed 9/28/2021

**Graniterock Company**

KARL PHILIPOVITCH

Print Name



Signature

AREA MANAGER

Title

Date: SEP 21 2021

Approved as to Form:



Chief Deputy County Counsel

Date: September 23, 2021



Auditor-Controller's Office

Date: 9-23-2021



County Administrative Office

Date: 09/28/2021

## CHANGE ORDER No. 9

<b>Project:</b> 2017 Nacimiento Dam Spillway Emergency Repair Project	<b>Date:</b> June 27, 2022
<b>Project No.:</b> 005	<b>Notice to Proceed:</b> December 8, 2017
<b>Owner:</b> Monterey County Water Resources Agency 1441 Schilling Place – North Building Salinas, CA 93901	<b>Contractor:</b> Graniterock Company 5225 Hellyer Avenue, Suite 220 San Jose, CA 95138

The Non-Exclusive Emergency Repairs Agreement made and entered into by and between Monterey County Water Resources Agency (hereinafter "AGENCY") and Graniterock (hereinafter "CONTRACTOR") on December 7, 2017, (hereinafter "AGREEMENT") is changed pursuant to Article 4 as follows:

**Paragraph 3.1** shall read:

CONTRACTOR shall be compensated for work completed under this AGREEMENT on a time and materials basis per completed item in accordance with the terms, up to a total amount not-to-exceed \$1,501,217.

The remainder of the AGREEMENT is in full force and effect.

**Purpose of the Changes:** Time to Substantial Completion was extended to April 26, 2018 in Change Order No. 1 to complete work described in EXHIBIT B. Time to Substantial Completion was extended to December 31, 2018 by Change Order No. 2 due to late March 2018 rains as the Reservoir elevation rose and the high-level gates were used for spillway releases. Also, the Agency did not allow the contractor to work in the spillway during releases for safety and access reasons. Change Order No. 3 extended the Time to Substantial Completion to September 30, 2019 and increased funding for work remaining in EXHIBIT B and additional work in the spillway needed pursuant recommendations in the 2018 Nacimiento Dam Spillway Condition Assessment Report. Federal Energy Regulatory Commission (FERC) approval of the additional work is needed before contractor may proceed. Change Order No. 4 extended the Time of Substantial Completion to September 30, 2020 to accomplish the Nacimiento Dam Spillway Repair Scope of Work Revision 1, dated August 29, 2019. Work specified in the Nacimiento Dam Spillway Repair Scope of Work was unable to be completed in 2019 and early 2020 as FERC approval to proceed was received in October 2019 and equipment and personnel had to be removed from the spillway for potential 2019-20 winter reservoir operations. Change Order No. 5 increased the contract value and extended the Time of Substantial Completion to continue work specified in the Nacimiento Dam Spillway Repair Scope of Work. The amount allocated from Change Order #5 for payment in fiscal year 2019-2020 was under-estimated and Change Order #6 increased the contract amount to account for the total cost of work performed in fiscal year 2019-2020. Change Order #7 increased the contract amount to continue work specified in the Nacimiento Dam Spillway Repair Scope of Work in fiscal year 2020-21. Change Order #8 increased the contract amount and extended the Time of Substantial Completion to continue work specified in the Nacimiento Dam Spillway Repair Scope of Work in Fiscal Year 2021-22.

This Change Order increases the contract amount to complete repair of spillway chute Panel 14R and grouting at adjacent spillway wall footing as a result of findings from Nacimiento Dam Spillway Repair Scope of Work Section 1.0 - Borescope Exploration. Repair of spillway chute Panel 14R and grouting at adjacent spillway wall footing will be performed in accordance with Plans dated April 18, 2022, and Technical Specifications dated April 2022 prepared by GEI Consultants, Inc. Work shall be paid for on a Time and Materials basis up to a Guaranteed Maximum Price of \$769,700, to include one mobilization, one continuous operation, and regular Monday-Friday 8-hour per day work shifts.

Original value of AGREEMENT:	.....	\$ 200,000.00
Value of increase by Change Order No. 1:	.....	\$ 89,000.00
Value of increase by Change Order No. 2:	.....	None
Value of increase by Change Order No. 3:	.....	\$ 123,000.00
Value of increase by Change Order No. 4:	.....	None
Value of increase by Change Order No. 5:	.....	\$ 260,000.00
Value of increase by Change Order No. 6:	.....	\$ 9,517.00
Value of increase by Change Order No. 7:	.....	\$ 30,000.00
Value of increase by Change Order No. 8:	.....	\$ 20,000.00
Value of increase of this Change Order:	.....	\$ 769,700.00
AGREEMENT value including this Change Order:	.....	\$1,501,217.00

Time to Substantial Completion Change Order No. 1: ..... 140 calendar days from Notice to Proceed  
 (Substantial Completion Date Change Order No. 1 - April 26, 2018)

Time to Substantial Completion Change Order No. 2: ..... 384 calendar days from Notice to Proceed  
 (Substantial Completion Date Change Order No. 2 - April 26, 2018 – December 31, 2018)

Time to Substantial Completion Change Order No. 3: ..... 653 calendar days from Notice to Proceed  
 (Substantial Completion Date Change Order No. 3 - December 31, 2018 – September 30, 2019)

Time to Substantial Completion Change Order No. 4: ..... 1,028 calendar days from Notice to Proceed  
 (Substantial Completion Date Change Order No. 4 - September 30, 2019 – September 30, 2020)

Time to Substantial Completion Change Order No. 5: ..... 1,485 calendar days from Notice to Proceed  
 (Substantial Completion Date Change Order No. 5 – September 30, 2020 – December 31, 2021)

Time to Substantial Completion: ..... 1,850 calendar days from Notice to Proceed

The Substantial Completion Date is: ..... December 31, 2022

**Monterey County Water Resources Agency**

*Brent Buche*  
 \_\_\_\_\_  
2B54A5A1043A441  
 Brent Buche, General Manager  
 Date: 7/6/2022 | 2:31 PM PDT

**Graniterock Company**

*Thomas Squeri*  
 \_\_\_\_\_  
 Print Name  
*[Signature]*  
 \_\_\_\_\_  
 Signature  
*PM - Scientist & CEO*  
 \_\_\_\_\_  
 Title  
 Date: 6/27/2022

**Approved as to Form:**

*Kelly L. Dowlan*  
 \_\_\_\_\_  
22D668CA95A846B...  
 Assistant County Counsel  
 Date: 7/5/2022 | 5:00 PM PDT

DocuSigned by:  
*Jennifer Forsyth*  
 \_\_\_\_\_  
4E7E667875454AE...  
 Auditor-Controller's Office  
 Date: 7/6/2022 | 8:31 AM PDT

DocuSigned by:  
*Juan Pablo Lopez*  
 \_\_\_\_\_  
A6D152F49ADC476...  
 County Administrative Office  
 Date: 7/6/2022 | 8:32 AM PDT

## CHANGE ORDER No. 10

<p><b>Project:</b> 2017 Nacimiento Dam Spillway Emergency Repair Project</p> <p><b>Project No.:</b> 005</p> <p><b>Owner:</b> Monterey County Water Resources Agency 1441 Schilling Place – North Building Salinas, CA 93901</p>	<p><b>Date:</b> December 5, 2022</p> <p><b>Notice to Proceed:</b> December 8, 2017</p> <p><b>Contractor:</b> Graniterock Company 5225 Hellyer Avenue, Suite 220 San Jose, CA 95138</p>
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The Non-Exclusive Emergency Repairs Agreement made and entered into by and between Monterey County Water Resources Agency (hereinafter “AGENCY”) and Graniterock (hereinafter “CONTRACTOR”) on December 7, 2017, (hereinafter “AGREEMENT”) is changed pursuant to Article 4 as follows:

**Paragraph 2.2.2** shall read:

CONTRACTOR shall commence the work on the starting date established in the Notice to Proceed and shall achieve Substantial Completion within two thousand two hundred fifteen (2,215) calendar days after said starting date.

The remainder of the AGREEMENT is in full force and effect.

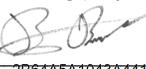
**Purpose of the Changes:** Time to Substantial Completion was extended to April 26, 2018 in Change Order No. 1 to complete work described in EXHIBIT B. Time to Substantial Completion was extended to December 31, 2018 by Change Order No. 2 due to late March 2018 rains as the Reservoir elevation rose and the high-level gates were used for spillway releases. Also, the Agency did not allow the contractor to work in the spillway during releases for safety and access reasons. Change Order No. 3 extended the Time to Substantial Completion to September 30, 2019 and increased funding for work remaining in EXHIBIT B and additional work in the spillway needed pursuant recommendations in the 2018 Nacimiento Dam Spillway Condition Assessment Report. Federal Energy Regulatory Commission (FERC) approval of the additional work is needed before contractor may proceed. Change Order No. 4 extended the Time of Substantial Completion to September 30, 2020 to accomplish the Nacimiento Dam Spillway Repair Scope of Work Revision 1, dated August 29, 2019. Work specified in the Nacimiento Dam Spillway Repair Scope of Work was unable to be completed in 2019 and early 2020 as FERC approval to proceed was received in October 2019 and equipment and personnel had to be removed from the spillway for potential 2019-20 winter reservoir operations. Change Order No. 5 increased the contract value and extended the Time of Substantial Completion to continue work specified in the Nacimiento Dam Spillway Repair Scope of Work. The amount allocated from Change Order #5 for payment in fiscal year 2019-2020 was under-estimated and Change Order #6 increased the contract amount to account for the total cost of work performed in fiscal year 2019-2020. Change Order #7 increased the contract amount to continue work specified in the Nacimiento Dam Spillway Repair Scope of Work in fiscal year 2020-21. Change Order #8 increased the contract amount and extended the Time of Substantial Completion to continue work specified in the Nacimiento Dam Spillway Repair Scope of Work in Fiscal Year 2021-22. Change Order #9 increased the contract amount to complete repair of spillway chute Panel 14R and grouting at adjacent spillway wall footing as a result of findings from Nacimiento Dam Spillway Repair Scope of Work Section 1.0 - Borescope Exploration. Repair of spillway chute Panel 14R and grouting at adjacent spillway wall footing will be performed in accordance with Plans dated April 18, 2022, and Technical Specifications dated April 2022 prepared by GEI Consultants, Inc. Work shall be paid for on a Time and Materials basis up to a Guaranteed Maximum Price of \$769,700, to include one mobilization, one continuous operation, and regular Monday-Friday 8-hour per day work shifts.

This Change Order extends the Time of Substantial Completion because late approval from regulatory agencies did not allow sufficient time for repair of spillway chute Panel 14R and grouting at adjacent spillway wall footing to occur prior to the fall/winter rainy season. Time of Substantial Completion is extended to December 31, 2023 to allow for the possibility of winter reservoir inflow that may require reservoir releases prior to commencement of repair of spillway chute Panel 14R and grouting at adjacent spillway wall footing.

Original value of AGREEMENT:	_____	\$ 200,000.00
Value of increase by Change Order No. 1:	_____	\$ 89,000.00
Value of increase by Change Order No. 2:	_____	None
Value of increase by Change Order No. 3:	_____	\$ 123,000.00
Value of increase by Change Order No. 4:	_____	None
Value of increase by Change Order No. 5:	_____	\$ 260,000.00
Value of increase by Change Order No. 6:	_____	\$ 9,517.00
Value of increase by Change Order No. 7:	_____	\$ 30,000.00
Value of increase by Change Order No. 8:	_____	\$ 20,000.00
Value of increase by Change Order No. 9:	_____	\$ 769,700.00
Value of increase of this Change Order:	_____	None
AGREEMENT value including this Change Order:	_____	\$1,501,217.00

Time to Substantial Completion Change Order No. 1: ..... 140 calendar days from Notice to Proceed  
 (Substantial Completion Date Change Order No. 1 - April 26, 2018)  
 Time to Substantial Completion Change Order No. 2: ..... 384 calendar days from Notice to Proceed  
 (Substantial Completion Date Change Order No. 2 - April 26, 2018 – December 31, 2018)  
 Time to Substantial Completion Change Order No. 3: ..... 653 calendar days from Notice to Proceed  
 (Substantial Completion Date Change Order No. 3 - December 31, 2018 – September 30, 2019)  
 Time to Substantial Completion Change Order No. 4: ..... 1,028 calendar days from Notice to Proceed  
 (Substantial Completion Date Change Order No. 4 - September 30, 2019 – September 30, 2020)  
 Time to Substantial Completion Change Order No. 5: ..... 1,485 calendar days from Notice to Proceed  
 (Substantial Completion Date Change Order No. 5 – September 30, 2020 – December 31, 2021)  
 Time to Substantial Completion: ..... 1,850 calendar days from Notice to Proceed  
 (Substantial Completion Date Change Order No. 8 – December 31, 2021 – December 31, 2022)  
 Time to Substantial Completion: ..... 2,215 calendar days from Notice to Proceed  
 The Substantial Completion Date is: ..... December 31, 2023

**Monterey County Water Resources Agency**

Designed by   
 \_\_\_\_\_  
 2B64A5A1043A441  
 Brent Buche, General Manager

Date: 12/7/2022 | 12:57 PM PST

**Graniterock Company**

  
 \_\_\_\_\_  
 Karl Philipovitch, Area Manager

Title \_\_\_\_\_

Date: 12.6.22

Approved as to Form:

*Kelly L. Doulon*  
Assistant County Counsel

Date: 12/6/2022 | 11:01 AM PST

DocuSigned by:

*Jennifer Forsyth*  
Auditor-Controller's Office

Date: 12/6/2022 | 2:38 PM PST

DocuSigned by:

*Juan Pablo Lopez*  
County Administrative Office

Date: 12/6/2022 | 2:45 PM PST

## CHANGE ORDER No. 11

**Project:** 2017 Nacimiento Dam Spillway  
Emergency Repair Project

**Date:** December 11, 2023

**Project No.:** 005

**Notice to Proceed:** December 8, 2017

**Owner:** Monterey County  
Water Resources Agency  
1441 Schilling Place – North Building  
Salinas, CA 93901

**Contractor:** Graniterock Company  
5225 Hellyer Avenue, Suite 220  
San Jose, CA 95138

The Non-Exclusive Emergency Repairs Agreement made and entered into by and between Monterey County Water Resources Agency (hereinafter “AGENCY”) and Graniterock (hereinafter “CONTRACTOR”) on December 7, 2017, (hereinafter “AGREEMENT”) is changed pursuant to Article 4 as follows:

**Paragraph 2.2.2** shall read:

CONTRACTOR shall commence the work on the starting date established in the Notice to Proceed and shall achieve Substantial Completion within two thousand two hundred fifteen (2,580) calendar days after said starting date.

**Paragraph 3.1** shall read:

CONTRACTOR shall be compensated for work completed under this AGREEMENT on a time and materials basis per completed item in accordance with the terms, up to a total amount not-to-exceed \$ 1,581,217.

The remainder of the AGREEMENT is in full force and effect.

**Purpose of the Changes:** Time to Substantial Completion was extended to April 26, 2018, in Change Order No. 1 to complete work described in EXHIBIT B. Time to Substantial Completion was extended to December 31, 2018, by Change Order No. 2 due to late March 2018 rains as the Reservoir elevation rose and the high-level gates were used for spillway releases. Also, the Agency did not allow the contractor to work in the spillway during releases for safety and access reasons. Change Order No. 3 extended the Time to Substantial Completion to September 30, 2019, and increased funding for work remaining in EXHIBIT B and additional work in the spillway needed pursuant recommendations in the 2018 Nacimiento Dam Spillway Condition Assessment Report. Federal Energy Regulatory Commission (FERC) approval of the additional work is needed before contractor may proceed. Change Order No. 4 extended the Time of Substantial Completion to September 30, 2020, to accomplish the Nacimiento Dam Spillway Repair Scope of Work Revision 1, dated August 29, 2019. Work specified in the Nacimiento Dam Spillway Repair Scope of Work was unable to be completed in 2019 and early 2020 as FERC approval to proceed was received in October 2019 and equipment and personnel had to be removed from the spillway for potential 2019-20 winter reservoir operations. Change Order No. 5 increased the contract value and extended the Time of Substantial Completion to continue work specified in the Nacimiento Dam Spillway Repair Scope of Work. The amount allocated from Change Order #5 for payment in fiscal year 2019-2020 was under-estimated and Change Order #6 increased the contract amount to account for the total cost of work performed in fiscal year 2019-2020. Change Order #7 increased the contract amount to continue work specified in the Nacimiento Dam Spillway Repair Scope of Work in fiscal year 2020-21. Change Order #8 increased the contract amount and extended the Time of Substantial Completion to continue work specified in the Nacimiento Dam Spillway Repair Scope of Work in Fiscal Year 2021-22. Change Order #9 increases the contract amount to complete repair of spillway chute Panel 14R and grouting at adjacent spillway wall footing as a result of findings from Nacimiento Dam Change Order No. 11

Spillway Repair Scope of Work Section 1.0 - Borescope Exploration. Repair of spillway chute Panel 14R and grouting at adjacent spillway wall footing will be performed in accordance with Plans dated April 18, 2022, and Technical Specifications dated April 2022 prepared by GEI Consultants, Inc. Change Order #10 extends the Time of Substantial Completion because late approval from regulatory agencies did not allow sufficient time for repair of spillway chute Panel 14R and grouting at adjacent spillway wall footing to occur prior to the fall/winter rainy season.

This Change Order increases the contract amount to complete repair of spillway chute Panel 14R and grouting at adjacent spillway wall footing as a result of findings from Nacimiento Dam Spillway Repair Scope of Work Section 1.0 - Borescope Exploration. Repair of spillway chute Panel 14R and grouting at adjacent spillway wall footing will be performed in accordance with Plans dated April 18, 2022, and Technical Specifications dated April 2022 prepared by GEI Consultants, Inc. Work shall be paid for on a Time and Materials basis up to a Guaranteed Maximum Price of \$ 768,969 payable from FY 2023-24 Fund 116 – Nacimiento Dam Operation and Maintenance, to include one mobilization, one continuous operation, and regular Monday-Friday 8-hour per day work shifts.

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Original value of AGREEMENT:	\$ 200,000.00
Value of increase by Change Order No. 1:	\$ 89,000.00
Value of increase by Change Order No. 2:	None
Value of increase by Change Order No. 3:	\$ 123,000.00
Value of increase by Change Order No. 4:	None
Value of increase by Change Order No. 5:	\$ 260,000.00
Value of increase by Change Order No. 6:	\$ 9,517.00
Value of increase by Change Order No. 7:	\$ 30,000.00
Value of increase by Change Order No. 8:	\$ 20,000.00
Value of increase by Change Order No. 9:	\$ 769,700.00
Value of increase by Change Order No.10:	None
AGREEMENT value including this Change Order:	\$ 1,581,217.00

Time to Substantial Completion Change Order No. 1: ..... 140 calendar days from Notice to Proceed  
 (Substantial Completion Date Change Order No. 1 - April 26, 2018)  
 Time to Substantial Completion Change Order No. 2: ..... 384 calendar days from Notice to Proceed  
 (Substantial Completion Date Change Order No. 2 - April 26, 2018 – December 31, 2018)  
 Time to Substantial Completion Change Order No. 3: ..... 653 calendar days from Notice to Proceed  
 (Substantial Completion Date Change Order No. 3 - December 31, 2018 – September 30, 2019)  
 Time to Substantial Completion Change Order No. 4: ..... 1,028 calendar days from Notice to Proceed  
 (Substantial Completion Date Change Order No. 4 - September 30, 2019 – September 30, 2020)  
 Time to Substantial Completion Change Order No. 5: ..... 1,485 calendar days from Notice to Proceed  
 (Substantial Completion Date Change Order No. 5 – September 30, 2020 – December 31, 2021)  
 Time to Substantial Completion Change Order No. 8: ..... 1,850 calendar days from Notice to Proceed  
 (Substantial Completion Date Change Order No. 8 – December 31, 2021 – December 31, 2022)  
 Time to Substantial Completion Change Order No. 10: ..... 2,215 calendar days from Notice to Proceed  
 (Substantial Completion Date Change Order No. 10- December 31, 2022- December 31, 2023)  
 Time to Substantial Completion: ..... 2,580 calendar days from Notice to Proceed  
 The Substantial Completion Date is: ..... December 31, 2024

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**Monterey County Water Resources Agency**

*Ara Azhderian*

1F182FEB49A2435

Ara Azhderian, General Manager

Date: 1/16/2024 | 8:26 AM PST

**Graniterock Company**

Martin Canning

Print Name



Signature

Construction Manager

Title

Date: 12/29/23

**Approved as to Form:**

DocuSigned by:

*Kelly L. Doulon*

22D690CA054940B

Assistant County Counsel

Date: 1/11/2024 | 2:17 PM PST

DocuSigned by:

*Patricia Ruiz*

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Auditor-Controller's Office

Date: 1/16/2024 | 7:18 AM PST

DocuSigned by:

*Ezequiel Vega Rios*

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County Administrative Office

Date: 1/16/2024 | 8:19 AM PST

# **AGREEMENT**

## **Non-Exclusive Emergency Repairs**

### **2017 Nacimiento Dam Spillway Emergency Repairs Project, Project No. 005** San Luis Obispo County, California

THIS NON-EXCLUSIVE AGREEMENT (hereinafter, the "AGREEMENT"), is made and entered into by and between the MONTEREY COUNTY WATER RESOURCES AGENCY (hereinafter, the "AGENCY"), and GRANITEROCK, (hereinafter the "CONTRACTOR").

#### **RECITALS:**

1. The AGENCY has been authorized by the Board of Supervisors of the Monterey County Water Resources Agency to enter into a Time and Materials contract for the 2017 Nacimiento Dam Spillway Emergency Repairs, San Luis Obispo County, California; and,
2. CONTRACTOR has agreed to perform services on a time and materials basis up to a maximum amount not-to-exceed \$200,000 for the 2017 Nacimiento Dam Spillway Emergency Repairs Project, San Luis Obispo County, California; and,

#### **ARTICLE 1: SCOPE OF WORK**

- 1.1 The CONTRACTOR shall, within the time stipulated, perform the contract as herein defined and shall furnish all work, labor, equipment, transportation, material, and services to construct and complete in a good, expeditious, workmanlike, and substantial manner: the 2017 Nacimiento Dam Spillway Emergency Repairs Project, San Luis Obispo County, California (hereinafter the "Project").
- 1.1 a. Due to the urgent and emergency nature of this work, more than one contract may be awarded for the work described herein.
- 1.2 All work shall be completed in strict conformance with this AGREEMENT, the plans, specifications, and working details set forth in contract documents listed below, incorporated herein by this reference and attached hereto as Exhibits, and to the satisfaction of Agency:

Exhibit A: Contract Documents Part 1 - Bond Forms and Proposal.

Exhibit B: Contract Documents Part 2 - Technical Specifications, Drawings and Attachments.

Exhibit C: Completed CONTRACTOR's Payment and Performance Bonds.

Exhibit D: CONTRACTOR's Certificate(s) of Insurance.

Exhibit E: CONTRACTOR's Additional Insured Insurance Policy Endorsements.

- 1.3 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order:

Permits from other agencies as may be required by law govern over Change Orders,  
Change Orders govern over this AGREEMENT,  
AGREEMENT govern over Technical Specifications,  
Technical Specifications govern over Drawings,  
Drawings govern over Referenced Standard Specifications.

With respect to the Drawings, the order of precedence is as follows:

Figures govern over scaled dimensions,  
Detail drawings govern over general drawings,  
Addenda/change order drawings govern over Contract drawings,  
Contract drawings govern over standard drawings.

## **ARTICLE 2: TIME FOR START AND COMPLETION**

- 2.1 This Agreement commences on the date mentioned on the Notice to Proceed.

### **2.2 Substantial Completion:**

#### 2.2.1 Substantial Completion Defined:

Substantial Completion is defined as completion of all work except demobilization and final clean-up, described in Specification Section 13000, Paragraph 1.2.

#### 2.2.2 Substantial Completion Date:

CONTRACTOR shall commence the work on the starting date established in the Notice to Proceed and shall achieve Substantial Completion within sixty (60) calendar days after said starting date.

### **2.3 Final Completion:**

#### 2.3.1 Final Completion Defined:

Final Completion is defined as completion of all required work under this AGREEMENT.

#### 2.3.2 Final Completion Date:

CONTRACTOR shall achieve Final Completion within fifteen (15) calendar days after the date of Substantial Completion or as requested by AGENCY in the event of rain or use of the spillways.

## **2.4 Weekly Progress Meetings:**

CONTRACTOR's project representative shall meet weekly with AGENCY, or AGENCY's designated representative, to report on progress of the work, schedule for upcoming work and coordinate activities between the parties as needed.

## **2.5 Notices of Completion:**

CONTRACTOR shall give reasonable notice to AGENCY as to when Substantial Completion and Final Completion are anticipated and CONTRACTOR and AGENCY shall inspect the work.

AGENCY shall notify CONTRACTOR in writing of any incomplete or deficient work and CONTRACTOR shall complete such work or remedy such deficiencies. AGENCY shall not unreasonably withhold inspection of or certification of Substantial Completion or Final Completion. Upon final Completion, the AGENCY shall file a Notice of Completion with the Monterey County Recorder.

## **ARTICLE 3: CONTRACT PRICE**

- 3.1** CONTRACTOR shall be compensated for work completed under this AGREEMENT on a time and materials basis per completed item in accordance with the terms, up to a total amount not-to-exceed \$200,000.
- 3.2** Compensation shall remain firm for term of this AGREEMENT, unless agreed otherwise by written Change Order as provided in Article 4 below.
- 3.3** Retention of ten percent (10%) of each approved progress payment will be withheld by the AGENCY. At Substantial Completion the AGENCY, at its option, may release any portion of the retained amount to the CONTRACTOR.
- 3.4** Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than thirty (30) days.
- 3.5** CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from AGENCY via written Change Order.

## **ARTICLE 4: CHANGE ORDERS**

- 4.1 Change Order:** "Change Order" means a written modification of the Contract between the AGENCY and the CONTRACTOR, signed by the AGENCY and the CONTRACTOR.
- 4.2 Change Order Proposal:** "Change Order Proposal" means a CONTRACTOR-generated document in response to a Change Order Request (COR).
- 4.3 Change Order Request:** "Change Order Request" (COR) means a document which informs the

CONTRACTOR of a proposed change in the Work, and appropriately describes or otherwise documents such change.

- 4.4 Change Orders:** The AGENCY, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions, or other revisions. The contract shall be adjusted accordingly. All such changes in the work shall be authorized by change order, and shall be executed under the applicable conditions of the contract documents. The contract sum may be changed only by change order.

The amount to be paid to the CONTRACTOR pursuant to the Contract Documents shall, where applicable, be increased or decreased in the manner hereinafter set forth; provided however, that if the CONTRACTOR should proceed with a Change in the Work upon an oral order, by whomsoever given, it shall constitute a waiver by the CONTRACTOR of any claim for an increase in the Contract Sum on account thereof. Upon receipt of a written Change Order, the CONTRACTOR shall promptly proceed with the Change in the Work, even though the amount of any resultant increase or decrease in the contract sum has not yet been determined. All Changes in the Work shall be performed in accordance with the Contract Documents.

**4.5 Method to Calculate Adjustments in Contract Price:**

Determination of the method to be used to calculate adjustments in the Contract Price shall be at the sole discretion of the AGENCY. The use by the CONTRACTOR of the Total Cost Method (calculating the total sum of expenses incurred on the project, less amounts paid, marked up by overhead and profit) of pricing changes and claims is expressly prohibited (provided however, the AGENCY may use a "make whole" analysis to determine the reasonableness of the CONTRACTOR's claim). One of the following methods shall be used:

- A. Unit Price Method;
- B. Firm Fixed Price Method (also known as Lump Sum); or
- C. Time and Materials Method.

4.5.1 Unit Price Method:

1. Whenever AGENCY or its representative authorizes CONTRACTOR to perform on a Unit Price basis, AGENCY's authorization shall clearly state the:
  - a. Scope of Work to be performed;
  - b. Applicable Unit Price; and,
  - c. Not to exceed amount of reimbursement as established by the AGENCY.
2. The applicable unit price shall include reimbursement for all direct and indirect costs of the Work, including overhead and profit.
3. CONTRACTOR shall only be paid under this method for the actual quantity of materials incorporated in or removed from the Work and such quantities must be supported by field measurement statements verified by AGENCY.

4.5.2 Firm Fixed Price Method:

1. The CONTRACTOR and AGENCY may mutually agree on a fixed amount as the total compensation for the performance of changed work.
2. Any adjustments to the Contract Price using the Firm Fixed Price Method shall include, when appropriate, all reasonable costs for labor, equipment, material, overhead and profit. Such overhead and profit shall be calculated in accordance with provision 15.04(b) (4) F.
3. Whenever the AGENCY authorizes CONTRACTOR to perform changed work on a Firm Fixed Price Method, the AGENCY's authorization shall clearly state:
  - a. Scope of Work to be performed;
  - b. Total Fixed Price payment for performing such work.

#### 4.5.3 Time and Materials Method:

1. Whenever the AGENCY authorizes the CONTRACTOR to perform Work on a Time and Materials basis, AGENCY's authorization shall clearly state:
  - a. Scope of Work to be performed;
  - b. Not to exceed amount of reimbursement as established by the AGENCY.
2. CONTRACTOR shall:
  - a. Cooperate with AGENCY and assist in monitoring the Work being performed;
  - b. The CONTRACTOR's and subcontractors' labor hours, materials, and equipment charged to work under the Time and Materials Method shall be substantiated by detailed time cards or logs completed on a daily basis before the close of business each working day. The CONTRACTOR shall initial each time card and/or log at the close of each working day. Records of the CONTRACTOR and subcontractors pertaining to work paid for on a Time and Material method shall be maintained and available for inspection as requested by the AGENCY or its representatives;
  - c. Perform all work in accordance with this provision as efficiently as possible; and
  - d. Not exceed any cost limit(s) without AGENCY's prior written approval.
3. CONTRACTOR shall submit costs and any additional information requested by the AGENCY to support CONTRACTOR's requested price adjustment.

#### **4.6 Unallowable Costs:**

No change in the Contract Price shall be allowed to the extent (1) CONTRACTOR's changed cost of performance is due to the fault, acts, or omissions of CONTRACTOR, or anyone for whose acts or omissions CONTRACTOR is responsible; (2) the change is concurrently caused by CONTRACTOR and AGENCY; or, (3) the change is caused by an act of *Force Majeure*.

The AGENCY shall not be responsible for, and the CONTRACTOR shall not be entitled to, unallowable costs. Unallowable costs include, but are not limited to, (1) interest or attorney's fees of any type other than those mandated by California statutes, (2) claim preparation or filing

costs, (3) the cost of preparing or reviewing Change Proposals or Requests for Change Orders, (4) lost profits, lost income or earnings, (5) rescheduling costs, (6) costs for idle equipment when such equipment is not at the Site, has not been employed in the Work and is not scheduled to be used at the Site, (7) lost earnings or interest on unpaid retention, (8) claims consulting costs, (9) the costs of corporate officers or staff visiting the Site or participating in meetings with the AGENCY, (10) any compensation due to the fluctuation of foreign currency conversions or exchange rates, (11) loss of other business, and (12) any other special, consequential, or incidental damages incurred by the CONTRACTOR or subcontractors.

#### **4.7 Signatures on Change Orders:**

A change order shall be in writing and shall be signed by the AGENCY's General Manager, or his designee. Except as otherwise provided herein, the change order shall also be signed by the CONTRACTOR in order to be effective, indicating the CONTRACTOR's consent to the changes made.

#### **4.8 Changes Requiring an Increase in Contract Sum:**

4.8.1 If the AGENCY elects to have the Change in the Work performed on a lump sum basis, its election shall be based on a lump sum proposal which shall be submitted by the CONTRACTOR to the AGENCY within five (5) workdays of the AGENCY's request, but the AGENCY's request for a lump sum proposal shall not be deemed an election by the AGENCY to have the Change in the Work performed on a lump sum basis.

4.8.2 If the AGENCY elects to have the Change in the work performed on a unit-cost basis, its election shall be based on a unit price proposal which shall be submitted by the CONTRACTOR to the AGENCY within five (5) workdays of the AGENCY's request, but the AGENCY's request for a unit price proposal shall not be deemed an election by the AGENCY to have the Change in the work performed on a unit price basis.

4.8.3 If the AGENCY elects to have the Change in the work performed on a time and material basis, the same shall be performed, its election shall be based on a time and materials price proposal which shall be submitted by the CONTRACTOR within five (5) workdays of the AGENCY's request, but the AGENCY's request for a time and materials price proposal shall not be deemed an election by the AGENCY to have the Change in the work performed on a time and materials basis.

4.8.4 Nothing herein contained shall preclude the AGENCY from requesting a lump sum proposal, a unit price proposal, and a time and materials price proposal, or any two of those, with respect to the same Change in the Work, in which event, the CONTRACTOR shall submit all proposals requested.

4.8.5 Until such time as the AGENCY makes its election under this paragraph, the CONTRACTOR shall submit daily time and material tickets to the AGENCY as required under subparagraph 4.8.3, which shall be subject to authentication as therein provided. At such time as the AGENCY makes its election under this paragraph, an appropriate Change Order will be issued; provided however, that until such time, the AGENCY shall

pay to the CONTRACTOR up to the AGENCY's reasonable estimated value of the Change in the Work.

#### **4.9 Changes Requiring a Decrease in Contract Sum:**

If the Change in the Work will result in a decrease in the contract sum, the AGENCY may request a quotation by the CONTRACTOR of the amount of such decrease for use in preparing a Change Order. The CONTRACTOR's quotation shall be forwarded to the AGENCY within five (5) days of the AGENCY's request and, if acceptable to the AGENCY, shall be incorporated in the Change Order. If not acceptable, the parties shall make every reasonable effort to agree as to the amount of such decrease, which may be based on a lump sum properly itemized, on unit prices stated in the Contract Documents and/or on such other basis as the parties may mutually determine. If the parties are unable to so agree, the amount of such decrease shall be the total of the estimated reduction in actual cost of the work, as determined by the AGENCY in its reasonable judgment, plus ten percent (10%) thereof as overhead and profit.

#### **4.10 Disputes Regarding Changes:**

If any dispute should arise between the parties with respect to an increase or decrease in the Contract Sum or an expansion or contraction in the contract time as a result of a Change in the Work, the CONTRACTOR shall not suspend performance of a Change in the Work or the Work itself unless otherwise so ordered by the AGENCY in writing. The AGENCY shall, however, pay to the CONTRACTOR up to the AGENCY's reasonable estimate of the value of the Change in the Work, regardless of the dispute, if said Change in the Work results in an increase in the Contract Sum; and the AGENCY shall have the right to decrease the Contract Sum to the AGENCY's reasonable estimated value of the Change in the Work, regardless of the dispute, if said Change in the Work results in a decrease in the contract sum.

#### **4.11 Limitations:**

Except as expressly provided by this Section, there shall be no change whatsoever in the plans and specifications and in the work. CONTRACTOR shall not vary the work, the contract documents, or change, add to or omit any element, component part, or portion of the work without the express written consent of AGENCY's Project Manager contained in an executed change order or field order as herein provided. AGENCY shall not be liable for the cost for any extra work or any substitutions, changes, additions, omissions, or deviations from the plans and specifications unless the same have been authorized by and the cost thereof approved in writing by change order. No extension of time for performance of the work shall be allowed hereunder unless claim for such extension shall be made at the time changes in the work are ordered and such duly adjusted in writing by AGENCY. CONTRACTOR recognizes and acknowledges that timely completion of the work is paramount and that its duty is to proceed with the work in accordance with the contract documents, notwithstanding any request for change in the work, to the extent that proceeding is reasonable and feasible under the circumstances.

### **ARTICLE 5: WARRANTIES**

- 5.1 CONTRACTOR shall warrant the work performed under this AGREEMENT against faulty or defective materials, equipment, or workmanship for a period of one (1) year from the date of Substantial Completion.
- 5.2 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the AGENCY, or immediate family of an employee of the AGENCY.
- 5.3 CONTRACTOR, its agents, employees, and subcontractors 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.
- 5.4 CONTRACTOR shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned to him. Any person in the employ of the CONTRACTOR whom the AGENCY may deem incompetent or unfit shall be dismissed from the work and shall not again be employed on it except with the written consent of the AGENCY.

#### **ARTICLE 6: INDEMNIFICATION**

- 6.1 CONTRACTOR shall indemnify, defend, and hold harmless AGENCY, 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 CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of AGENCY. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

#### **ARTICLE 7: INVOICES AND PURCHASE ORDERS**

- 7.1 Invoice amounts shall be billed directly to the AGENCY, and delivered to:

ATTN: Brent Buche  
Monterey County Water Resources Agency  
Street Address: 1441 Schilling Place – North Building, Salinas, CA 93901  
Mail Address: P.O. Box 930, Salinas, CA 93902

- 7.2 CONTRACTOR shall reference the Project Name and contract number on all invoices submitted to AGENCY. CONTRACTOR shall submit such invoices monthly or at the completion of services, but in any event, not later than thirty (30) days after completion of

services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed as called for in the Bid Form and such other information pertinent to the invoice. AGENCY shall certify the invoice, either in the requested amount or in such other amount as AGENCY approves in conformity with this AGREEMENT, and shall promptly submit such invoice to AGENCY Auditor-Controller for payment. AGENCY Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified invoice.

### **7.3 Unauthorized Surcharges or Fees:**

Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by AGENCY. Surcharges and additional fees not included in the AGREEMENT must be approved by AGENCY in writing via Change Order.

## **ARTICLE 8: BOND REQUIREMENTS**

The CONTRACTOR shall furnish Performance and Payment Bonds, each in the amount 100 percent of the contract total price as security for the faithful performance and payment of all CONTRACTOR's obligations under the AGREEMENT. These Bonds shall remain in effect until the bonded obligations are satisfied in full, provided that if any lawsuit is filed to enforce such obligations the bonds shall remain in effect until said lawsuit is finally resolved and any judgment satisfied, except as otherwise provided by law or regulation.

## **ARTICLE 9: INSURANCE**

### **9.1 Evidence of Coverage:**

- 9.1.1 Prior to commencement of this AGREEMENT, 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 CONTRACTOR upon request shall provide a certified copy of the policy or policies.
- 9.1.2 This verification of coverage shall be sent to the AGENCY's Contracts/Purchasing Department, unless otherwise directed. 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 AGENCY. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.
- 9.1.3 **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 AGENCY's Purchasing Officer.

### **9.2 Insurance Coverage Requirements:**

- 9.2.1 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:
- 9.2.2 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent CONTRACTORS, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$3,000,000 per occurrence and \$5,000,000 aggregate.
- 9.2.3 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.
- 9.2.4 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.

### 9.3 Other Insurance Requirements:

- 9.3.1 All insurance required by this AGREEMENT shall be with a company acceptable to 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.
- 9.3.2 Each liability policy shall provide that 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.
- 9.3.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the AGENCY 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 AGENCY 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.

9.3.4 Prior to the execution of this AGREEMENT by AGENCY, CONTRACTOR shall file certificates of insurance with AGENCY's contract administrator and AGENCY's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. 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.

9.3.5 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 and AGENCY's Contracts/Purchasing Division. If the certificate is not received by the expiration date, AGENCY shall notify CONTRACTOR and CONTRACTOR shall have five (5) 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.

## **ARTICLE 10: OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS**

### **10.1 Independent CONTRACTOR:**

CONTRACTOR shall be an independent CONTRACTOR and shall not be an employee of Monterey County, the AGENCY, nor immediate family of an employee of Monterey County or the AGENCY. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.,) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.

### **10.2 Minimum Work Performance Percentage:**

CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent (50%) of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.

## **ARTICLE 11: SAFETY**

### **11.1 CONTRACTOR's Responsibility for Safety:**

The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:

- (a) All employees on the work and all other persons who may be affected thereby;
- (b) All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody, or control of the CONTRACTOR or any subcontractor; and
- (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

### **11.2 Compliance with Safety Requirements:**

The CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The CONTRACTOR shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities.

### **11.3 Trench Safety:**

For all trenches to be made in connection with the work, the CONTRACTOR shall submit a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trenches. If such plan varies from the shoring system standards, a registered civil or structural engineer shall prepare the plan. The plan shall be reviewed, and must receive approval as adequate to protect worker safety, by the AGENCY or by a registered civil or structural engineer employed by the AGENCY, in advance of excavation. The shoring, sloping, or protective system must be at least as effective as that required by the Construction Safety Orders. See California Labor Code Section 6705.

### **11.4 Hazardous Substances:**

The term "hazardous substance" means any substance on the list of hazardous substances established by the Director of Industrial Relations pursuant to the California Labor Code Section 6382, which includes asbestos, lead, toxic chemicals, contaminants, any substance designated by the Environmental Protection Agency as a hazardous substance, and other pollutants and contaminants.

11.4.1 If CONTRACTOR encounters on the property any substance reasonably believed to be a Hazardous Substance that has not been rendered harmless, i.e., not potentially hazardous to

human health, CONTRACTOR shall immediately stop work in the area affected and report the condition to the AGENCY's Project Manager in writing.

11.4.2 Neither the CONTRACTOR nor any subcontractor shall cause or permit any Hazardous Substance to be brought upon the property or used in the work without the prior written consent of the AGENCY. CONTRACTOR and each subcontractor shall comply with all laws regarding the handling, treatment, presence, removal, storage, decontamination, cleanup, transportation, or disposal of Hazardous Substances brought onto the property by CONTRACTOR, its subcontractors, and/or their personnel.

11.4.3 Any handling, treatment, removal, decontamination, cleanup, transportation, disposal, or disturbance in any of Hazardous Substances shall only be performed by the CONTRACTOR or any subcontractor licensed and certified to perform the work. Any hazardous substance abatement or remediation work will be performed in such a way that is legally consistent with the recommendations of the certified County agent, appropriate governmental agencies, and all applicable laws.

11.4.4 If there is a Hazardous Substance on the property, CONTRACTOR shall protect adjoining property and shall provide barricades, temporary fences, and covered walkways required to protect the health and safety of passersby as required by this Agreement, prudent construction practices, and all applicable laws.

#### **11.5 CONTRACTOR's Safety Monitoring:**

The CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR's superintendent unless otherwise designated in writing by the CONTRACTOR to the AGENCY.

#### **11.6 Unsafe Loading:**

The CONTRACTOR shall not load or permit any part of the work to be loaded so as to endanger its safety.

#### **11.7 Emergencies:**

In any emergency affecting the safety of persons or property, the CONTRACTOR shall act, at his discretion, to prevent threatened damage, injury, or loss. Any additional compensation or extension of time claimed by the CONTRACTOR on account of emergency work shall be determined as provided in Article 4 for changes in the work.

#### **11.8 Accidents:**

CONTRACTOR shall promptly report in writing to the AGENCY all accidents whatsoever arising out of, or in connection with the performance of the work, whether on or off the site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, CONTRACTOR shall stop work and report the accident immediately to the Project Manager by telephone or messenger, upon which AGENCY will determine if work may resume or if the

occurrence requires further review. CONTRACTOR shall thereafter promptly report the facts in writing to the AGENCY giving full details of the accident.

## **ARTICLE 12: SUBCONTRACTORS**

### **12.1 No Contractual Relationship between AGENCY and Subcontractors:**

Nothing contained in the contract documents shall create any contractual relation between the AGENCY and any subcontractor.

### **12.2 Work Performed by Subcontractors; Substitutions:**

Subcontracted work shall be performed only by the subcontractors identified in CONTRACTOR's bid documents, as provided by Public Contract Code sections 4100, et seq. Substitution of subcontractors may be made only in conformity with the Subletting and Subcontracting Fair Practices Act, Public Contract Code sections 4100, et seq. Subcontractors are to be registered with the California Division of Industrial Relations, prior to award of this Agreement.

### **12.3 Contracts with Subcontractors:**

All work performed for the CONTRACTOR by a subcontractor shall be pursuant to a written agreement between the CONTRACTOR and the subcontractor (and where appropriate, between subcontractors and sub-subcontractors). All such agreements shall require performance by the subcontractors in conformity with the terms of this contract, and shall include all the terms of this contract, which are applicable to subcontractors.

### **12.4 Payments to Subcontractors:**

12.4.1 The CONTRACTOR shall pay each subcontractor, upon receipt of payment from the AGENCY, any amount equal to the percentage of completion allowed to the CONTRACTOR on account of such subcontractor's work, less the percentage retained from payments to the CONTRACTOR. The CONTRACTOR shall also require each subcontractor to make similar payments to his subcontractors. The AGENCY shall have the right, but not the obligation, to issue payment by joint checks payable to the order of CONTRACTOR and any of its subcontractors.

12.4.2 If the AGENCY fails to issue a certificate for payment for any cause which is the fault of the CONTRACTOR and not the fault of a particular subcontractor, the CONTRACTOR shall pay the subcontractor on demand, made at any time after the certificate for payment should otherwise have been issued, for his work to the extent completed, less the retained percentage.

12.4.3 The AGENCY shall not have any obligation to pay or to see to the payment of any monies to any subcontractor except as may otherwise be required by law. All monies paid to CONTRACTOR hereunder shall immediately become and constitute a trust fund and shall be applied by CONTRACTOR for the benefit of all persons supplying labor, materials or equipment

in connection with the work and shall not be diverted to any other purpose until the claims of such persons have been discharged.

#### **12.5 Information Provided to Subcontractors:**

The AGENCY'S Project Manager may, on request and at his discretion, furnish to any subcontractor, if practicable, information regarding percentages of completion certified to the CONTRACTOR on account of work done by such subcontractors.

#### **12.6 CONTRACTOR's Responsibility for Work of Subcontractors:**

CONTRACTOR shall be as fully responsible to AGENCY for the acts and omissions of any subcontractor and of persons either directly or indirectly employed by the subcontractors, as he is for acts and omissions of persons directly employed by him.

### **ARTICLE 13: NOTIFICATION OF THIRD-PARTY CLAIMS**

AGENCY shall notify CONTRACTOR of the receipt of any third-party claim relating to the contract and is entitled to recover its reasonable costs incurred in providing the notification as provided in Public Contract Code Section 9201.

### **ARTICLE 14: LIQUIDATED DAMAGES**

THE PARTIES AGREE THAT IN CASE ALL THE WORK CALLED FOR UNDER THE CONTRACT IN ALL PARTS AND REQUIREMENTS IS NOT COMPLETED WITHIN THE TIME SPECIFIED IN THE CONTRACT DOCUMENTS, DAMAGE WILL BE SUSTAINED BY THE AGENCY, AND THAT IT IS AND WILL BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGE WHICH THE AGENCY WILL THEREBY SUSTAIN. THE PARTIES THEREFORE AGREE THAT THE CONTRACTOR WILL PAY TO THE AGENCY THE SUM OF **TWO HUNDRED NINETY-FOUR DOLLARS (\$294.00) PER DAY** FOR EACH CALENDAR DAY OF DELAY UNTIL THE WORK IS COMPLETED AND ACCEPTED. CONTRACTOR AND HIS SURETY SHALL BE LIABLE FOR THE TOTAL AMOUNT THEREOF. THE CONTRACTOR AGREES TO PAY SAID LIQUIDATED DAMAGES ESTABLISHED HEREIN, AND FURTHER AGREES THAT THE AGENCY MAY DEDUCT THE AMOUNT THEREOF FROM ANY MONIES DUE OR THAT MAY BECOME DUE THE CONTRACTOR UNDER THE CONTRACT.

### **ARTICLE 15: RECORDS AND CONFIDENTIALITY**

#### **15.1 Confidentiality:**

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the AGENCY or prepared in connection with the performance of this AGREEMENT, unless AGENCY specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to AGENCY any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall

not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.

### **15.2 AGENCY Records:**

When this AGREEMENT expires or terminates, CONTRACTOR shall return to AGENCY any AGENCY records which CONTRACTOR used or received from AGENCY to perform services under this AGREEMENT.

### **15.3 Maintenance of Records:**

CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and AGENCY rules and regulations related to services performed under this AGREEMENT.

### **15.4 Access to and Audit of Records:**

AGENCY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. Pursuant to Government Code section 8546.7, if this AGREEMENT involves the expenditure of public funds in excess of \$10,000, the parties to this AGREEMENT may be subject, at the request of AGENCY or as part of any audit of AGENCY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

## **ARTICLE 16: CONFLICT OF INTEREST PROHIBITION**

CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

## **ARTICLE 17: COMPLIANCE WITH APPLICABLE LAWS AND PERMIT REQUIREMENTS**

**17.1** CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of Services under this AGREEMENT, with the following exceptions to be procured by the AGENCY:

- 17.2** CONTRACTOR shall report immediately to AGENCY's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 17.3** All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

## **ARTICLE 18: EMPLOYMENT PRACTICES**

### **18.1 Non-Discrimination in Employment Practices:**

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 and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

#### 18.1.1. "Discrimination" Defined:

As used in this contract, the term "discrimination" includes but is not limited to the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or any other prohibited discriminatory practice. The term also includes any act or retaliation.

#### 18.1.2. Application of Monterey County Code, Chapter 2.80:

The provisions of Monterey County Code, Title 2, Chapter 2.80, apply to activities conducted pursuant to this contract. CONTRACTOR and its officers and employees, in their actions under this contract, are agents of the Owner within the meaning of Chapter 2.80, and are responsible for ensuring that their workplace and the services that they provide are free from discrimination, as required by Chapter 2.80. Complaints of discrimination made by CONTRACTOR, subcontractor(s), or any of their employees or agents against the Owner may be investigated and resolved using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees, agents and third parties, and shall provide a copy of such procedures to the AGENCY upon demand by the AGENCY.

#### 18.1.3 Compliance with Laws:

During the performance of this agreement, CONTRACTOR shall comply with all applicable federal, state, and local laws and regulations, which prohibit discrimination, including but not limited to the following:

- (a) CONTRACTOR shall file certified payroll records with the Department of Industrial relations, according to applicable law;

(b) California Labor Code section 1735;

(c) California Fair Employment and Housing Act, Government Code sections 12900 et seq., and the administrative regulations issued thereunder, Title 2 California Code of Regulations, sections 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

(d) California Government Code sections 11135 - 11139.5 (Title 2, Div. 3, Part 1, Chap.1, Art. 9.5) and any applicable administrative regulations issued thereunder;

(e) Federal Civil Rights Acts of 1964 and 1991 (see especially Title VII, 42 USC sections 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 84); and all guidelines and interpretations issued pursuant thereto;

(f) The Rehabilitation Act of 1973, sections 503 and 504 (29 USC sections 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Part 84); and all guidelines and interpretations issued pursuant thereto;

(g) Americans With Disabilities Act of 1990 (P.L. 101- 336), as amended, 42 USC sections 12101 et seq., and 47 USC sections 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627 and 1630; and 36 CFR Part 1191;

(h) Unruh Civil Rights Act, California Civil Code sections 51 et seq.; and

(i) Monterey County Code, Title 2, Chapter 2.80, as amended and procedures issued pursuant thereto.

#### 18.1.4 Written Assurances:

Upon request by the AGENCY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, as amended, the Rehabilitation Act of 1973, as amended, the Americans With Disabilities Act of 1990, as amended, and/or Executive Order 11246, as may be required by the federal government in connection with this contract, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5 or other applicable state or federal regulations.

#### 18.1.5 Written Non-Discrimination Policy:

CONTRACTOR shall maintain a written statement of its non-discrimination policies, which shall be consistent with the terms of this agreement. Such statement shall be available to CONTRACTOR's employees, the Owner, Owner's officers and employees, and members of the public, upon request.

#### 18.1.6 Access to Records by Government Agencies:

CONTRACTOR shall permit access by Owner and by representatives of the California Department of Fair Employment and Housing and the U.S. Equal Employment Opportunity Commission, and any federal and/or state AGENCY providing funds for this contract upon reasonable notice at any time during normal business hours, but in no case on less than 24-hour

notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

**18.1.7 Binding on Subcontractors:**

The provisions of Article 18.1 above shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this agreement.

**18.2 Eight-hour Day, 40-Hour Week:**

No work shall be performed by employees of CONTRACTORS in excess of eight (8) hours per day or forty (40) hours during any one week, unless such employees are compensated for all such excess hours at not less than one-and-one-half times the basic rate of pay, as provided in Labor Code Sec. 1815. Holiday work when permitted by law shall also be compensated at not less than one-and-one-half times the basic rate of pay.

**18.2.1 Penalties:**

Pursuant to California Labor Code Section 1813, the CONTRACTOR shall forfeit, as a penalty to the AGENCY, \$25 for each worker employed in the execution of the contract by the CONTRACTOR or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the California Labor Code Sections 1810-1815.

**18.2.2 Approvals:**

CONTRACTOR will not be entitled to additional compensation for work performed outside of regular working hours, except to the extent such compensation is approved in writing by AGENCY Project Manager in advance. If so approved, such compensation shall in such event cover only the direct cost of the premium portion of the time involved, when permitted, and be without any overhead or profit, unless agreed otherwise by AGENCY.

**18.3 Prevailing Wages:**

**18.3.1 Prevailing Wage Rates Determined:**

The Director of the California Department of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which said public work is to be performed for each craft, classification or type of worker needed to execute the contract in accordance with California Labor Code (sections 1720, et seq.). Copies of the prevailing rate of per diem wages are on file and shall be made available to any interested party on request in the Monterey County Water Resources Agency offices located at 1441 Schilling Place, Salinas, California. Current prevailing wage rate schedules can also be found at the California Department of Industrial Relations website located at <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

18.3.2 Payment of Prevailing Wage Rates Required:

CONTRACTOR and all subcontractors performing work under this contract shall pay wages to their workers employed on such work at not less than the general prevailing rate of per diem wages for such work, as required by California Labor Code Section 1771.

18.3.3 Penalties:

Failure to pay such prevailing wages shall subject the employer to the penalties set forth in California Labor Code Section 1775.

**18.4 Payroll Records:**

18.4.1 Compliance with California Labor Code Section 1776:

CONTRACTOR and all subcontractors shall comply with California Labor Code Section 1776, the requirements of which are set forth in this article. The CONTRACTOR shall be responsible for compliance with these provisions by his subcontractors.

18.4.2. Accurate Payroll Records Required:

CONTRACTOR and each subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker, or other employee employed by him or her in connection with the public work.

18.4.3 Certification and Inspection of Payroll Records:

The payroll records enumerated under paragraph 26.02 shall be certified and shall be available for inspection at all reasonable hours at the principal office of the CONTRACTOR or subcontractor on the following basis:

- (a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- (b) A certified copy of all payroll records enumerated in paragraph 26.02 shall be made available for inspection, or furnished upon request to a representative of the AGENCY, the Division of Labor Standards Enforcement, or the Division of Apprenticeship Standards of the Department of Industrial Relations.
- (c) A certified copy of all payroll records enumerated in paragraph 26.02 shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the AGENCY, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal offices of the CONTRACTOR.

18.4.4 Filing of Records:

The CONTRACTOR and each subcontractor shall file a certified copy of the records enumerated in paragraph 18.4.2 with the entity that requested such records within ten (10) days after receipt of a written request.

**18.4.5 Elimination of Personal Identification:**

Any copy of records made available for inspection as copies and furnished upon request to the public or any public AGENCY by the AGENCY, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the CONTRACTOR or subcontractor awarded the contract or performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the Federal Labor Management Cooperation Act of 1978 (29USC 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number.

**18.4.6 Notice to AGENCY Concerning Location of Records:**

The CONTRACTOR and each subcontractor shall inform the AGENCY as to the location of the records enumerated under paragraph 26.02, including the street address, city, and county, and shall, within five (5) workdays, provide a notice of any change of location and address.

**18.4.7 Notice of Non-Compliance; Penalties:**

In the event of non-compliance with the requirements of this section, the CONTRACTOR or subcontractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects such CONTRACTOR or subcontractor must comply with this section. Should non-compliance still be evident after such ten (10) day period, the CONTRACTOR or subcontractor shall, as a penalty to the AGENCY, forfeit \$25 for each calendar day, or portion thereof, for each worker, until strict compliance is effected. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.

**18.5 Local Hiring Per County of Monterey Code 5.08.120:**

All provisions included in County of Monterey Code 5.08.120 are applicable to this AGREEMENT, including but not limited to:

County of Monterey Code Section 5.08.120 General Provisions; Unless such a provision would conflict with a State or Federal law or regulation applicable to a particular contract for public works of improvement, all County contracts for public works of improvement shall contain provisions pursuant to which the CONTRACTOR promises to make a good-faith effort to hire qualified individuals who are, and have been for at least one year prior to the opening of bids, residents of the Monterey Bay Area in sufficient numbers so that no less than fifty percent (50%) of the CONTRACTOR's total construction work force, including any subcontractor work force, measured in labor work hours, is comprised of Monterey Bay Area residents. For the purpose of this Section, the following terms have the meanings indicated:

- "Board" shall mean the Monterey County Board of Supervisors.
- "Qualified individual" shall mean a person who is specially trained, skilled, and experienced in the work, trade, or craft specified in the portion of the public work of improvement to be performed or who is enrolled in a certified State or federally approved apprenticeship program in the applicable trade or who is a journey person in his or her applicable trade.
- "Resident of Monterey Bay Area" shall mean a person who resides within the boundaries of Monterey County, Santa Cruz County, or San Benito County.

**ARTICLE 19: GENERAL TERMS AND CONDITIONS**

**19.1 Notice:**

Notices required under this AGREEMENT shall be in writing and delivered personally or by first class or certified mail with postage prepaid. Notice shall be deemed effective upon personal delivery 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 changed according to these notice provisions, notices shall be addressed to:

TO AGENCY:

Attn: Brent Buche  
 Monterey County Water Resources  
 Agency  
 P.O. Box 930  
 Salinas, CA 93902  
 Tel: (831) 755-4860  
 Fax: (831) 424-7935  
 Email: bucheb@co.monterey.ca.us

TO CONTRACTOR:

Attn: Rob Snyder  
 Graniterock  
 5225 Hellyer Avenue, Suite 220  
 San Jose, CA 95138  
 Tel: (408) 574-1434  
 Fax: (408) 365-9548  
 Email: rsnyder@graniterock.com

"Notice" shall be included in the subject line. Notice by facsimile or electronic mail shall not constitute "Notice" under this section.

**19.2 Governing Law:**

This Agreement is made under and will in all respects be interpreted, enforced and governed by the laws of the State of California, without regard to that state's conflict of laws principles.

**19.3 Amendment:**

This Agreement cannot be altered, amended or modified in any respect, except by a writing duly executed by the Parties.

**19.4 Non-Waiver:**

No course of dealing between or among the Parties shall be deemed to affect, modify, amend or discharge any provision or term of this Agreement. No delay in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise of any right or remedy shall operate as waiver hereof, and so single or partial exercise of any such right or remedy shall preclude other or future exercise thereof.

#### **19.5. Claims and Dispute Resolution:**

19.5.1 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.

19.5.2 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

19.5.3 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

19.5.4. Prompt resolution of differences required. It is the intention of this Article that differences between the parties arising under and by virtue of this Contract be brought to the attention of Engineer at the earliest possible time in order that such matters may be promptly settled, if possible, or other appropriate action may be taken promptly. To that end, Agency and Contractor agree to attempt informal resolution of disputes prior to initiating the Claim process.

19.5.5. Contract interpretations/performance judging/decisions by Engineer.

(a) All Claims may be presented informally first to Engineer. To the extent that resolution of the Claim does not involve an extension of time or additional payments, Engineer may resolve, in writing, or otherwise, Claims that have been presented informally.

(b) The Engineer will be, in the first instance, the interpreter of the requirements of the Contract Documents and the judge of performance there under by both Agency and Contractor. The Engineer will, within a reasonable time, render such interpretations, as may deem necessary for the proper execution or progress of the Work. Claims, disputes, and other matters in question between Contractor and Agency relating to the execution or progress of the Work or interpretation of the Contract Documents shall be referred initially to the Engineer for decision which Engineer will render, in writing, within a reasonable time. In Engineer's capacity as interpreter and judge, Engineer will exercise his or her best efforts to ensure faithful performance by both Agency and Contractor and will not show partiality to either. All interpretations and decisions of the Engineer shall be consistent with the intent of the Contract Documents.

19.5.6 Obligation to Seek Informal Resolution Prior to Filing Claim for Disputed Work.

Should it appear to Contractor that the Work to be performed or any of the matters relative to the Contract Documents are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of the Contract Documents, or should any dispute arise regarding the true value of any Work performed, Work omitted, extra Work that the Contractor may be required to perform, time extensions, payment to the Contractor during performance of this Contract, performance of the Contract, and/or compliance with Contract procedures, or should Contractor otherwise seek extra time, compensation or payment FOR

ANY REASON WHATSOEVER, then Contractor shall first follow procedures set forth in the Contract. If a dispute remains, then Contractor shall give written notice to Agency that expressly invokes this Article 33. Agency shall decide the issue in writing within fifteen (15) days; and Agency's written decision shall be final and conclusive.

**19.5.7 Time for giving notice.** Notice of dispute or potential Claim must be given in writing by the Contractor as follows:

- (a) For a potential Claim of an increase in the Contract Sum, Contractor shall give the Engineer written notice thereof within ten (10) days after the occurrence of the event giving rise to such Claim; in addition, this notice shall be given by Contractor before proceeding to execute the portion of the Work to which the Claim relates, except in an emergency endangering life or property, and except where Contractor could not reasonably have discovered the facts giving rise to the Claim prior to commencement of that portion of the Work.
- (b) For a potential Claim of an extension of time, Contractor shall give written notice to the Engineer no more than ten (10) days after the occurrence of the delay; otherwise they shall be waived. In the case of a continuing cause of delay, only one (1) Claim is necessary.
- (c) In all other cases, notice shall be given within ten (10) days after the happening of the event, thing, or occurrence giving rise to the potential Claim.

**19.5.8 Form and Contents of Claim.** If Contractor disagrees with Agency's decision, or if Contractor contends that Agency failed to provide a decision timely, then Contractor's SOLE AND EXCLUSIVE REMEDY is to promptly file a written Claim setting forth Contractor's position as required herein. The Claim shall be submitted to Agency within thirty (30) calendar days of receiving Agency's written decision, or the date Contractor contends such decision was due. The Contractor shall furnish reasonable documentation to support the Claim. Contractor's written Claim must identify itself as a "Claim" under this Article 19 and must include the following: (1) a narrative of pertinent events; (2) citation to contract provisions; (3) theory of entitlement; (4) complete pricing of all cost impacts; (5) a time impact analysis of all time delays that shows actual time impact on the critical path; and (6) documentation supporting items (1) through (5). The Claim must be verified under penalty of perjury by Contractor as to the Claim's accuracy, and shall be priced like a Change Order, and must be updated monthly as to cost and entitlement if a continuing Claim. The Claim must be sent by registered mail or certified mail with return receipt requested to the Agency, Notices, of the Agreement. Routine contract materials, for example, correspondence, RFI, Change Order requests, or payment requests shall not constitute a Claim. Contractor shall bear all costs incurred in the preparation and submission of a Claim.

**19.5.9 Actions by Agency Upon Receipt of Claim.**

- (a) Upon receipt of a Claim, the Agency shall conduct a reasonable review of the Claim and, within a period not to exceed forty-five (45) days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed.
- (b) The Agency and the Contractor may, by mutual agreement, extend the time period provided in this Article.
- (c) If the Agency needs approval from the Board of Supervisors to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the Board does not meet within the forty-five (45) days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the Agency shall have up to three (3) days following the next duly publicly

noticed meeting of the governing body after the forty-five (45) day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

**19.5.10 Written Statement by Agency.** Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the Agency issues its written statement. Failure by the Agency to issue a written statement shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by reason of the Agency's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this Article 19, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the Contractor.

**19.5.11 Contactor's Dispute of Written Response.** If the Contractor disputes the Agency's written response, or if the Agency fails to respond to a Claim issued pursuant to this Article within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the Agency shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

**19.5.12 Written Statement by Agency After Meet and Confer Conference.** Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the Agency shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the Agency issues its written statement.

**19.5.13 Nonbinding Mediation.**

(a) Any disputed portion of the Claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the Agency and the Contractor sharing the associated costs equally. The Agency and Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(b) Mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Article.

(c) If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this Article.

(d) Unless otherwise agreed to by the Agency and the Contractor in writing, the mediation conducted pursuant to this Article shall excuse any further obligation under Section 20104.4 of the Public Contract Code to mediate after litigation has been commenced.

(e) The Claim resolution procedures in this Article do not preclude the Agency from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this Article does not resolve the parties' dispute.

**19.5.14 Amounts Not Paid Timely.** Amounts not paid in a timely manner as required by this Article shall bear interest at 7 percent per annum.

**19.5.15 Claims by Subcontractors.** If a Subcontractor or a lower tier Subcontractor lacks legal standing to assert a Claim against the Agency because privity of contract does not exist, the Contractor may present to the Agency a Claim on behalf of a Subcontractor or lower tier Subcontractor. A Subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier Subcontractor, that the Contractor present a Claim for Work which was performed by the Subcontractor or by a lower tier Subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the Claim be presented to the public entity shall furnish reasonable documentation to support the Claim. Within forty-five (45) days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the Claim to the Agency and, if the original Contractor did not present the Claim, provide the Subcontractor with a statement of the reasons for not having done so.

**19.5.16 Prompt response when needed.** Whenever it appears that a prompt response is essential, Agency will respond to Claims sooner than the limits prescribed above.

**19.5.17 Compliance.**

- (a) The provisions of this Article constitute a non-judicial Claim settlement procedure that, pursuant to Section 930.2 of the California Government Code, shall constitute a condition precedent to submission of a valid Claim under the California Government Code. Contractor shall bear all costs incurred in the preparation, submission and administration of a Claim. Any Claims presented in accordance with the Government Code must affirmatively indicate Contractor's prior compliance with the Claims procedure herein and the previous dispositions of the Claims asserted. Pursuant to Government Code Section 930.2, the one (1) year period in Government Code Section 911.2 shall be reduced to one hundred and fifty (150) days from either accrual of the cause of action, substantial completion or termination of the contract, whichever occurs first; in all other respects, the Government Code shall apply unchanged.
- (b) Failure to submit and administer Claims as required in Article 19 shall waive Contractor's right to Claim on any specific issues not included in a timely submitted Claim. Claim(s) or issue(s) not raised in a timely protest and timely Claim submitted under this Article 19 may not be asserted in any subsequent litigation, Government Code Claim, or legal action.
- (c) Agency shall not be deemed to waive any provision under this Article 19, if at Agency's sole discretion; a Claim is administered in a manner not in accord with this Article 19. Waivers or modifications of this Article 19 may only be made through a signed Change Order approved as to form by legal counsel for both Agency and Contractor; oral or implied modifications shall be ineffective.

**19.5.18 Filing of Government Code claims.** If the Contractor still remains unsatisfied and desires to preserve his/her right to pursue the matter further, Contractor must then file a claim with Agency, pursuant to Government Code Sections 900 et seq. or Sections 910 et seq.

**19.5.19 Civil action.** If the Government Code claim is denied, Contractor may file an action in court. Such action shall be subject to Public Contract Code Sections 9204 or 20104.4. This Section applies only to claims subject to Public Contract Code Sections 9204 or 20104. If a claim is not subject to Public Contract Code Sections 9204 or 20104, the Contractor's right to file a civil action shall be as otherwise provided by law.

19.5.20 Claims for damages. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his/her/its employees, agents, or others for whose acts he/she/it is legally liable, Claim shall be made, in writing, to such other party within a reasonable time after the first observance of such injury or damage, provided that in no case may such a Claim be filed after expiration of any applicable statute of limitations for filing such a Claim. Claims against Agency that are subject to this Article shall comply with all procedures set forth in the California Government Code concerning claims against public entities.

19.5.21 Consistency with Public Contract Code Sections 9204 and 20104 et seq. If any Claim arising under this Contract is subject to the provisions of Public Contract Code Sections 9204 or 20104 et seq. (Div. 2, Part 3, Chapter 1, Article 1.5), and if provisions of that Article require a procedure or procedural element different from that established in this Contract, then the provisions of that Article shall apply in place of the conflicting procedure or procedural element established herein.

#### **19.6 Enforcement:**

If there is litigation of any kind between the Parties arising out of or concerning the enforcement of this Agreement or if the releases set forth herein are interposed as a defense in any litigation between the Parties, the prevailing party shall be entitled to recover from the other party the reasonable attorney's fees and costs incurred in connection with such litigation.

#### **19.7 Counterparts:**

This Agreement may be executed in counterparts and has the same force and effect as if all the signatures were obtained in one document.

### **ARTICLE 20: OTHER PROVISIONS**

**20.1** In order to induce Agency to enter into this Agreement, CONTRACTOR represents that it is duly organized, existing and in good standing under applicable state law; is licensed to perform all aspects of the Work; will employ only persons and Subcontractors and designers with all required licenses and certifications; that CONTRACTOR is duly qualified to conduct business in the State of California; that CONTRACTOR has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein; and that the Contract Documents do not violate or create a default under any instrument, Agreement, order or decree binding on CONTRACTOR.

**20.2** CONTRACTOR shall not assign any portion of the Contract Documents.

**20.3** Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding

Agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).

- 20.4** It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Agency or acting as an employee, agent, or representative of Agency, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Agency is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 20.5** In entering into a Public Works Contract or a Subcontract to supply goods, services or materials pursuant to a Public Works Contract, CONTRACTOR or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the Public Works Contract of the Subcontract. This assignment shall be made and become effective at the time Agency tenders final payment to CONTRACTOR, without further acknowledgment by the parties.
- 20.6** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at Agency's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code Sections 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every CONTRACTOR will be required to secure the payment of compensation to his/her/its employees. CONTRACTOR represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and CONTRACTOR shall comply with such provisions before commencing the performance of the Contract Documents.
- 20.7** Agency shall have the right to review all phases of CONTRACTOR's design of deferred submittals including, but not limited to, Drawings, Specifications, Shop Drawings, samples and submittals, as specified in the Contract Documents. Such review and other action shall not relieve CONTRACTOR of its responsibility for a complete design of deferred submittals complying with the requirements of the Contract Documents; but rather, such review shall be in furtherance of Agency's monitoring and accepting the design of deferred submittals as developed and issued by the CONTRACTOR, consistent with these Contract Documents. CONTRACTOR's responsibility to design deferred submittals and construct the Project in conformance with the Contract Documents shall be absolute.
- 20.8** This Agreement and the Contract Documents shall be deemed to have entered into in the Monterey County Water Resources Agency, and governed in all aspects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Monterey.

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

**MONTEREY COUNTY**  
**WATER RESOURCES AGENCY**

David E. Chardavoyne

David Chardavoyne  
General Manager

7 December 2017  
Date

**CONTRACTOR**  
NAME: GRANITE ROCK COMPANY

X Rodney Jenny  
Signed \*

Rodney Jenny  
Print Name  
Executive Vice President

Title  
November 29, 2017

Date  
Thomas Squeri

Signed \*  
Thomas Squeri

Print Name  
President & CEO

Title  
November 29, 2017

Date

\* If CONTRACTOR is a corporation (including limited liability and non-profit 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.

Approved as to form:



Deputy County Counsel

12-6-17

Date

Risk Management

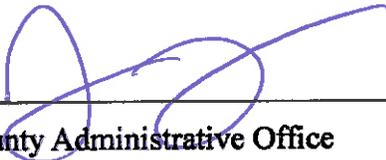
Date



Auditor-Controller's Office

12-6-17

Date



County Administrative Office

12/6/17

Date



### CERTIFICATION OF CORPORATE RESOLUTION

The directors of Granite Rock Company, a corporation organized and existing under the laws of the State of California, duly approved, on March 18, 2017, in accordance with the Articles of Incorporation and Bylaws of the corporation, the following resolution:

RESOLVED, that each of the following persons is fully authorized to sign bid and contract documents on behalf of Granite Rock Company, doing business as Graniterock, and to bind the corporation with respect to such documents:

Kevin Jeffery  
Rodney Jenny  
Aaron Johnston  
Mark Kaminski  
Shirley Ow

Henry Ramirez  
Rich Sacher  
Steve Snodgrass  
Tom Squeri

I, Kevin Jeffery, Vice President and Secretary of Granite Rock Company, do hereby certify that I am the Vice President and Secretary of such corporation, and that the above resolution was duly adopted by the Board of Directors of such corporation, and that such resolution has not been revoked or rescinded.

In witness whereof, I have hereunto subscribed my name and affixed the seal of such corporation.

Dated: 12/01/2017

  
\_\_\_\_\_  
Kevin Jeffery  
Vice President and Secretary

- Monterey County
- San Benito County
- San Mateo County
- Santa Clara County
- Santa Cruz County
- Alameda County
- City and County of San Francisco

Equal Opportunity Employer

P.O. Box 5000 | Watsonville, CA 95077-5001 | 831.768.2000 Fax 831.768.2201  
www.graniterock.com

# EXHIBIT A

## MONTEREY COUNTY WATER RESOURCES AGENCY

**PROJECT:**  
**2017 NACIMIENTO DAM SPILLWAY**  
**EMERGENCY REPAIRS PROJECT**  
San Luis Obispo County, California  
Project No. 005

### TIME AND MATERIALS CONTRACT

The project consists of the following general tasks, further described in Exhibit B:

- Mobilization/Clean-up and Demobilization;
- Seal Spillway Floor Slab Joints;
- Seal Small Cracks;
- Repair Concrete Spalls and Large Cracks;
- Grind Offset Floor and/or Wall-Slabs;
- Optional - Upon MCWRA Direction - Spillway under-drain cleaning;
- Optional - Upon MCWRA Direction - Spillway Plunge Pool Repair.

Work is scheduled to begin in November 2017 with completion in sixty (60) working days. The Project Engineer will be present to direct the project at the work site. The project site is located at 10690 Nacimiento Lake Drive, Bradley, San Luis Obispo County, California.

1. The CONTRACTOR shall furnish all materials, equipment, supplies, transportation, labor and perform all operations, and the WORK, all in accordance with the requirements of the Contract Documents.
2. Work will be performed by contractors with a valid license in accordance with the provisions of the California Contractors License law, Class A – General Engineering Contractor.
3. The contractor will provide a payment bond and a performance bond, each in the amount of 100% of the Contract, are required.
4. Pursuant to California Labor Code Section 1771.1(a), a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of California Public Contract Code Section 4104, or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public work pursuant to California Labor Code 1725.5. It is not a violation of Labor Code Section 1771.1(a) for an unregistered contractor to submit a bid that is authorized by California Business and Professions Code Section 7029.1 or by Public Contract Code Section 10164 or Public Contract Code Section 20103.5, provided the contractor is

registered to perform public work pursuant to Labor Code Section 1725.5 at the time the contract is awarded.

Bidders must comply with the provisions of Monterey County Code (MCC) Section 5.08.120, requiring a good-faith effort to employ qualified individuals who are residents of the Monterey Bay Area as defined in MCC Section 5.08.120.H.3. "Resident of Monterey Bay Area".

5. General prevailing wage rates in the County in which the work is to be done have been determined by the Director of California Department of Industrial Relations (DIR) and are on file and available at 1441 Schilling Place, North Building, Salinas, CA 93901. It shall be mandatory upon the Contractor to whom the contract is awarded, and upon any subcontractor under him/her/it, to pay not less than said specified rates to all workers employed by them in the execution of the contract. Project is subject to compliance monitoring and enforcement by the DIR.
6. Retention of ten percent (10%) of each progress payment due the CONTRACTOR will be withheld by the AGENCY. Pursuant to California Public Contract Code Section 22300, the Contractor may substitute securities for any monies withheld by the Agency to ensure performance under the contract.

**Payment (Time and Materials / Force Account)**

7. work will be done on a time and expense basis, that is, on an accounting of the CONTRACTOR's forces, materials, equipment, and other items of cost as required and used to do the work. For the work performed, payment will be made for the documented actual cost of the following:
  - A. Direct labor cost for workers, including foremen, who are directly assigned to the force account work: Direct labor cost is the actual payroll cost, including wages and fringe benefits as established by negotiated labor agreements or state prevailing wages. To the actual payroll cost will be added a labor surcharge which shall be the actual costs of taxes and insurance. Such labor surcharge shall constitute full compensation for all payments imposed by State and Federal laws and for all other payments made to, or on behalf of, the workmen, other than actual payroll cost and subsistence and travel allowances. No other fixed labor burdens will be considered, unless approved in writing by the OWNER.
  - B. Material delivered and used on the designated work, including sales tax, if paid for by the CONTRACTOR or its subcontractor
  - C. Equipment rental, including necessary transportation for items having a value in excess of \$1,000.00.
  - D. Additional bond
  - E. Additional insurance, other than labor insurance

To the preceding costs, there shall be added the following fees for the CONTRACTOR, subcontractor, or sub-subcontractor actually performing the work:

- A. A fixed fee not to exceed 15 percent of the cost of Item A above, and 15 percent of the costs of Items B and C above
  - B. To the total of the actual costs and fees allowed in items A, B, and C above, not more than 2 percent shall be added for additional bond and insurance as the cost of Items D and E above.
8. For all such work performed by forces other than the CONTRACTOR's organization, the CONTRACTOR shall reach agreement with such other forces as to the distribution of the payment made by the OWNER for such work. No additional payment therefore will be made by the OWNER by reason of the performance of the work by a subcontractor or other forces.
  9. The added fixed fees shall be considered to be full compensation, covering the cost of general supervision, overhead, profit, and any other general expense. The above fixed fees represent the maximum limits which will be allowed, and they include the CONTRACTOR's and all subcontractors' indirect home office expenses and all costs for cost proposal preparation and record keeping.
  10. The OWNER reserves the right to furnish such materials and equipment as it deems expedient, and the CONTRACTOR shall have no claim for profit or added fees on the cost of such materials and equipment
  11. For equipment under Item C above, rental or equivalent rental cost will be allowed for only those days or hours during which the equipment is in actual use. Payment shall be based on actual rental and transportation invoices but shall not exceed the monthly rate in the Caltrans Standard Specifications "Labor Surcharge and Equipment Rental Rates" publication. The rental cost allowed for equipment will, in all cases, be understood to cover all fuel, supplies, repairs, ownership, and incidental costs and no further allowances will be made for those items, unless specific agreement to that effect is made For
  12. CONTRACTOR owned equipment, costs shall be based on either actual cost accounting records or the Caltrans Standard Specifications "Labor Surcharge and Equipment Rental Rates" publication. Hourly rates shall be determined by dividing the monthly rate by 176 hours

13. Prior to the commencement of force account work, the CONTRACTOR shall notify the ENGINEER of its intent to begin work. Labor, equipment, and materials furnished on force account work shall be recorded daily by the CONTRACTOR upon report sheets approved by the ENGINEER. The reports, if found to be correct, shall be signed by both the CONTRACTOR and ENGINEER, and a copy of which shall be furnished to the ENGINEER no later than the working day following the performance of said work. The Daily Report sheet shall thereafter be considered the true record of force account work provided. If the ENGINEER does not agree with the labor, equipment, and/or materials listed on the CONTRACTOR's daily force account report, the CONTRACTOR and ENGINEER shall sign-off on the items on which they are in agreement. The OWNER shall then review the items of disagreement and will advise the CONTRACTOR, in writing, of its determination. If the CONTRACTOR disagrees with this determination, it shall have the right to file a claim in accordance with the General Conditions in Paragraph 18 of this Exhibit. The CONTRACTOR shall maintain its records in such a manner as to provide a clear distinction between the direct costs of work paid for on a force account basis and the costs of other operations.
14. To receive partial payments and final payment for force account work, the CONTRACTOR shall submit, in a manner approved by the OWNER, detailed and complete documented verification of the CONTRACTOR's and any of its subcontractor's actual costs involved in the force account pursuant to the pertinent Change Order or Field Order. Such costs shall be submitted within thirty (30) days after said work has been performed.
15. The force account invoice shall itemize the materials used and shall cover the direct costs of labor and the charges for equipment rental, whether furnished by the CONTRACTOR, subcontractor, or other forces. The invoice shall be in a form acceptable to the OWNER and shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated. Material charges shall be substantiated by valid copies of vendor's invoices.
16. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any. The amount of credit to be allowed by the CONTRACTOR to the OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease and a credit in accordance with the markups allowed under the use of the method described in this Section. The CONTRACTOR shall not claim for anticipated profits on work that may be omitted.

17. **Notice to Sureties:** The CONTRACTOR shall notify his sureties and the carriers of the insurance furnished and maintained by him of any changes affecting the general scope of the Work or change in the Contract Price, and the amount of the applicable Bonds and the coverage of the insurance shall be adjusted accordingly. The CONTRACTOR shall furnish proof of such adjustments to the OWNER.
18. **CONTRACTOR's Claims:** If the CONTRACTOR wishes to make a claim for a change in the Contract Price or the Contract Time, the CONTRACTOR shall give the ENGINEER written notice thereof within 5 working days after the occurrence of the event giving rise to such claim. This notice shall be given by the CONTRACTOR before proceeding to execute the Work covered by the claim except in an emergency endangering life or property. No such claim shall be valid unless so made. Any change in the Contract Price or the Contract Time resulting from a claim that is approved by the OWNER will be authorized by Change Order.
19. **Whenever a Change Order or other modification causes a change in the information contained in previously approved submittals, the CONTRACTOR shall include in the cost for preparing and submitting revised information and submittals corresponding to the changed requirements. If the Change Order or other modification(s) causes no change in such information or submittals, the CONTRACTOR shall so certify in writing in the itemized breakdown.**

Date: November 29, 2017

DAVID E. CHARDAVOYNE  
GENERAL MANAGER

MONTEREY COUNTY WATER RESOURCES AGENCY

**PERFORMANCE BOND**

(Public Contract Code Section 20129)

2017 NACIMIENTO DAM SPILLWAY EMERGENCY REPAIRS PROJECT,  
SAN LUIS OBISPO COUNTY, CALIFORNIA  
Project No. 005

THIS CONSTRUCTION PERFORMANCE BOND ("Bond") is dated November 30, 2017 is in the amount of \$200,000.00 ("Penal Sum"), which is 100% of the Contract Sum and is entered into by and between the parties listed below to ensure the faithful performance of the Contract identified below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 13 attached to this page. Any singular reference to Granite Rock Company ("Contractor"), Western Surety Company ("Surety"), MONTEREY COUNTY WATER RESOURCES AGENCY ("Owner" or "Agency"), or other party shall be considered plural where applicable.

**CONTRACTOR:**

Granite Rock Company  
Address:  
5225 Hellyer Avenue, Suite 220  
City/State/Zip:  
San Jose, CA 95138

**SURETY:**

Western Surety Company  
Principal Place of Business:  
333 S. Wabash Avenue  
City/State/Zip:  
Chicago, IL 60604

**CONTRACTOR:**

Agreement for the Monterey County Water Resources Agency  
2017 NACIMIENTO DAM SPILLWAY EMERGENCY REPAIRS PROJECT, SAN LUIS  
OBISPO COUNTY, CALIFORNIA located at Salinas, California, dated November 29, 2017, in the  
amount of \$200,000.00

**CONTRACTOR AS PRINCIPAL**

Granite Rock Company  
Company: (Corp. Seal)

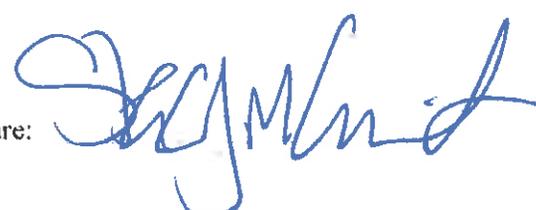
**SURETY**

Western Surety Company  
Company: (Corp. Seal)

Signature: 

Name: Tom Saville

Title: President and CEO

Signature: 

Name: Stacy M. Clinton

Title: Attorney-in-fact

## BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Owner and the State of California for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
  - 3.1. Owner provides Surety with written notice that Owner has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and
  - 3.2. Owner has agreed to pay the Balance of the Contract Sum:
    - 3.2.1. To Surety in accordance with the terms of this Bond and the Construction Contract; or
    - 3.2.2. To a Contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.
4. When Owner has satisfied the conditions of Paragraph 3 above, Surety shall promptly (within 40 days) and at Surety's expense elect to take one of the following actions:
  - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Construction Contract (but Owner may withhold consent, in which case the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4 below); or
  - 4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; provided, that Surety may not select Contractor as its agent or independent contractor or Contractor without Owner's consent; or
  - 4.3. Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors acceptable to Owner for a contract for performance and completion of the Construction Contract and, upon determination by Owner of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by Owner and the contractor or Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in Paragraph 7 below, exceed the Balance of the Contract Sum, then Surety shall pay to Owner the amount of such excess; or
  - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor or Contractor, and with reasonable promptness under the circumstances and, after investigation and consultation with Owner, determine in good faith its monetary obligation to Owner under Paragraph 7 below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefor to Owner with full explanation of the payment's calculation. If Owner accepts Surety's tender under this Paragraph 4.4, Owner may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default, as agreed by Owner and Surety at the time of tender. If Owner disputes the amount of Surety's tender under this Paragraph 4.4, Owner

may exercise all remedies available to it at law to enforce Surety's liability under Paragraph 7 below.

5. If Surety does not proceed as provided in Paragraph 4 above then Surety shall be deemed to be in default on this Bond ten Days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond. Such Surety default shall be independent from the Contractor Default. To the extent Surety's independent default causes Owner to suffer damages, including, but not limited to, delay damages, which are different from, or in addition to (but not duplicative of) damages which Owner is entitled to receive under the Construction Contract, Surety shall also be liable for such damages.
6. At all times Owner shall be entitled to enforce any remedy available to Owner at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, and coordinate Work with other consultants or contractors.
7. If Surety timely elects to act under Paragraphs 4.1, 4.2 or 4.3 above and complies with its obligations under this Bond, Surety's obligations under this Bond are commensurate with the obligations of Contractor under the Construction Contract. Surety's obligations shall include, but are not limited to
  - 7.1. The responsibilities of Contractor under the Construction Contract for completion of the Construction Contract and correction of Defective Work;
  - 7.2. The responsibilities of Contractor under the Construction Contract to pay liquidated damages; and,
  - 7.3. Additional legal, professional and delay costs resulting from Contractor Default or resulting from the actions or failure to act of the Surety under Paragraph 4 above (but excluding attorney's fees incurred to enforce this Bond).
8. If Surety timely elects to act under Paragraphs 4.1, 4.3 or 4.4 above and complies with its obligations under this Bond, Surety's monetary obligation under this Bond is limited by the amount of this Bond identified herein as the Penal Sum.
9. No right of action shall accrue on this Bond to any person or entity other than Owner or its successors or assigns.
10. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, agreements, purchase orders and other obligations, including changes of time, and of any Owner action in accordance with Paragraph 6 above. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, Modification, deletion, or addition to the Contract Documents, or of the Work (including services) required thereunder, or any Owner action in accordance with Paragraph 6 above shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond, unless such action is an Owner Default. Except in the event of an Owner Default, and to the extent Surety is damaged thereby, Surety hereby waives the provisions of California Civil Code Section 2809, and any other law which either prohibits, restricts, limits or modifies in any way any obligation of a surety which is larger in amount or in any other respect more burdensome than that of the principal.

11. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between Owner and Contractor regarding the Construction Contract, or in the courts of the County of Monterey, or in a court of competent jurisdiction in the location in which the Work is located. Communications from Owner to Surety under Paragraph 3.1 above shall be deemed to include the necessary agreements under Paragraph 3.2 above unless expressly stated otherwise.
12. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to Owner shall be mailed or delivered as provided in the Agreement for 2017 NACIMIENTO DAM SPILLWAY EMERGENCY REPAIRS PROJECT, San Luis Obispo, California (Agreement). Actual receipt of notice by Surety, Owner or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
13. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.

**Definitions:**

**Balance of the Contract Sum:** The total amount payable by Owner to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved Modifications to the Construction Contract.

**Construction Contract:** The agreement between Owner and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.

**Contractor Default:** Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract. limited to "default" or any other condition allowing a termination for cause as provided in the Construction Contract.

**Owner Default:** Material failure of Owner, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Catherine A Pinney, Nancy L Wallis, K Dixon Wright, Stacy M Clinton, Kandace L Reeves, Natalie Ann Horder, Teresa Rose, Robert Lee Murphy, Janet M Thomas, Individually**

of Petaluma, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 12th day of September, 2017.



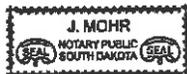
WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 12th day of September, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
June 23, 2021



J. Mohr  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 30th day of November, 2017.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Sonoma )

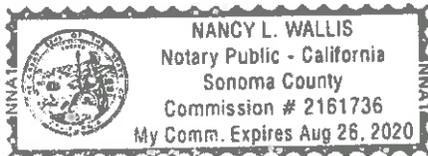
On November 30, 2017 before me, Nancy L. Wallis, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Stacy M. Clinton  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Nancy Wallis  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



MONTEREY COUNTY WATER RESOURCES AGENCY

Bond #: 30012166

Premium: included in performance bond

**PAYMENT BOND**  
(Civil Code Section 9550)

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the County of Monterey Water Resources Agency has awarded CONTRACTOR, a contract for the following project:

2017 NACIMIENTO DAM SPILLWAY EMERGENCY REPAIRS PROJECT,  
SAN LUIS OBISPO COUNTY, CALIFORNIA  
Project No. 005

AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, material-men, and other persons furnishing labor and materials on the project as provided by law;

NOW, THEREFORE, we Granite Rock Company as CONTRACTOR,  
and Western Surety Company

as Surety, are held and firmly bound unto the County of Monterey Water Resources Agency (hereinafter called "AGENCY"), and to the persons named in California Civil Code section 9100 in the penal sum of Two Hundred Thousand & 00/100 (\$200,000.00) for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH THAT:

If the CONTRACTOR or any of CONTRACTOR's heirs, executors, administrators, successors, assigns, or subcontractors, (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under California Unemployment Insurance Code with respect to work or labor performed on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and Subcontractors pursuant to Unemployment Insurance Code Section 13020 with respect to such work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

If suit is brought upon this bond by the AGENCY and judgment is recovered, the Surety shall pay all litigation expenses incurred by the AGENCY in such suit, including attorneys' fees, court costs, expert witness fees, and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code Section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code Sections 3247 et seq. (Civil Code, Division 3, Part 4, Title 15, Chapter 7: Payment Bond for Public Works).

IN WITNESS WHEREOF the above-bounden parties have executed this instrument under several seals this 30th day of November, 2017, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

CONTRACTOR Granite Rock Company

By 

Title Tom Saven, President and CEO

(Corporate Seal)

Surety Western Surety Company

By 

Title Stacy M. Clinton, Attorney-in-fact

Attach: 1) A Copy of authorization for signature for Principal, and 2) An original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Catherine A Pinney, Nancy L Wallis, K Dixon Wright, Stacy M Clinton, Kandace L Reeves, Natalie Ann Horder, Teresa Rose, Robert Lee Murphy, Janet M Thomas, Individually**

of Petaluma, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 12th day of September, 2017.



WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 12th day of September, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 30th day of November, 2017.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Sonoma )

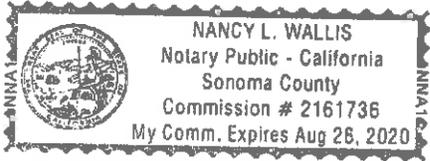
On **November 30, 2017** before me, Nancy L. Wallis, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared Stacy M. Clinton  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.



Signature *Nancy L. Wallis*  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

MONTEREY COUNTY WATER RESOURCES AGENCY

WITHHELD CONTRACT FUNDS CERTIFICATION

PART 1 – GENERAL

1.01 Summary

A. Public Contract Code Section 22300 requires the inclusion in invitations for public agency bids and in public agency Contracts a provision which will, at the expense of the Contractor, permit the substitution of securities of equal value for any construction progress monies withheld to ensure performance under a Contract. Therefore, as the Contractor for the 2017 NACIMIENTO DAM SPILLWAY EMERGENCY REPAIRS PROJECT, Project No. 005, Contractor hereby certifies the following:

I do not intend to substitute securities for monies withheld and thereby avail myself of the process and rights provided in Public Contract Code Section 22300.

I do intend to exercise my option as specified in Public Contract Code Section 22300 and hereby agree to the following:

1. I will establish an escrow Agreement satisfactory to the Agency, with a state or federally chartered bank, which shall contain at a minimum provisions governing inter alia:
  - a. The amount of securities to be deposited;
  - b. The type of securities to be deposited, (eligible securities for deposit are described in Government Code Section 16430);
  - c. The providing of powers of attorney or other documents necessary for the transfer of the securities deposited;
  - d. The terms and conditions of conversion to cash to provide funds to meet defaults by the Contractor including, but not limited to termination of the Contractor's control over the Work, stop notices filed pursuant to law, assessment of liquidated damages or other amounts to be kept or retained under the provisions of the Contract;
  - e. The decrease in value of securities on deposit; and
  - f. The termination of the escrow Agreement upon completion of the Contract and acceptance by the Agency.
2. I will obtain written consent of the Surety to any such escrow Agreement; and
3. I will attach to each progress payment submitted a notarized copy of escrow instructions executed by agents thereof and on bank letterhead as proof that such an account has been established. Such instructions will set forth that securities deposited shall not be withdrawn for any purpose. (with Contractor's complete and unreserved Agreement) without prior written approval by the Agency with respect to the Project herein above referenced.

X   
\_\_\_\_\_  
Signature of Contractor

MONTEREY COUNTY WATER RESOURCES AGENCY

**ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION**

(Public Contract Code Section 22300)

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by and between the MONTEREY COUNTY WATER RESOURCES AGENCY, (hereinafter "Owner") whose address is, \_\_\_\_\_ ("Contractor"), whose place of business is located at \_\_\_\_\_ Owner, as escrow agent OR [ ] (Name of Bank) \_\_\_\_\_ a state or federally chartered bank in the State of California, whose place of business is located at \_\_\_\_\_ ("Escrow Agent").

For the consideration hereinafter set forth, Owner, Contractor and Escrow Agent agree as follows:

1. Pursuant to California Public Contract Code Section 22300, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to Contract Number \_\_\_\_\_ entered into between Owner and Contractor for 2017 Nacimiento Dam Spillway Emergency Repairs Project, PROJECT NO. 005 located in San Luis Obispo County, California in the amount of \$ \_\_\_\_\_ dated \_\_\_\_\_, 2017 (the "Contract"). Alternatively, on written request of Contractor, Owner shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify Owner within ten days of the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between Owner and Contractor. Securities shall be held in name of \_\_\_\_\_, and shall designate Contractor as the beneficial owner.
2. Owner shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified in Paragraph 1 of this Document.
3. When Owner makes payment(s) of retention earned directly to Escrow Agent, Escrow Agent shall hold said payment(s) for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when Owner pays Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the escrow Account, and all expenses of Owner. Such expenses and payment terms shall be determined by Owner, Contractor, and Escrow Agent.
5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to Owner.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Owner to Escrow Agent that Owner consents to withdrawal of amount sought to be withdrawn by Contractor.
7. Owner shall have the right to draw upon the securities in event of default by Contractor. Upon seven Days written notice to Escrow Agent from Owner of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by Owner.
8. Upon receipt of written notification from Owner certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on written notifications from Owner and Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Document and Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth.
10. Names of persons who are authorized to give written notice or to receive written notice on behalf of Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as set forth below. Owner or Contractor may designate a different person authorized to give or receive written notice on their behalf with 48 hours written notice to the other parties listed below.

**ON BEHALF OF OWNER:**

**ON BEHALF OF CONTRACTOR:**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
City/State/Zip Code

**ON BEHALF OF ESCROW AGENT:**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip Code

IN WITNESS WHEREOF the parties have executed this Escrow Agreement by their proper officers on the date first set forth above.

**OWNER:**

MONTEREY COUNTY WATER  
RESOURCES AGENCY

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

**CONTRACTOR:**

\_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

**ATTEST:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

**ESCROW AGENT:**

\_\_\_\_\_  
Escrow Agent/Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

**REVIEWED AS TO FORM:**

\_\_\_\_\_  
Escrow Agent/Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

At the time the Escrow Account is opened Owner and Contractor shall deliver to Escrow Agent a fully executed counterpart of this Document.

MONTEREY COUNTY WATER RESOURCES AGENCY

GUARANTY

TO: The MONTEREY COUNTY WATER RESOURCES AGENCY ("Owner"), for  
2017 NACIMIENTO DAM SPILLWAY EMERGENCY REPAIRS PROJECT

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to Owner for a period of one (1) year following the date of Final Completion of the Work: completed, or such longer period specified in Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work. Final Completion shall be the date the Monterey County Water Resources Agency accepts all Work as complete.

Neither final payment nor use nor occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one year, or longer if specified, from the date of Final Acceptance of the Work completed.

If within one (1) year after the date of Final Acceptance of the Work completed, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work. Contractor shall respond within 24 hours after being notified in writing by Owner of any Work not in accordance with the requirements of the Contract or any defects in the Work. Contractor shall commence and prosecute with due diligence all Work necessary to fulfill the terms of this Guaranty, and to complete the Work within a reasonable period of time. Contractor shall remove any Defective Work rejected by Owner and replace it with Work that is not defective, and satisfactorily correct or remove and replace any damage to other Work or the Work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all Claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

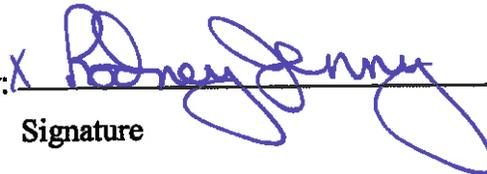
Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents.

The foregoing Guaranty is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

Date November 29, 2017

GRANITE ROCK COMPANY  
Contractor's name

By:   
Signature

Rodney Jenny  
Print Name

Executive Vice President  
Title

5225 Hellyer Avenue, Suite 220  
Street Address

San Jose, CA 95138  
City, State, Zip Code

MONTEREY COUNTY WATER RESOURCES AGENCY

**CONTRACTOR'S CERTIFICATION OF GOOD FAITH EFFORT TO EMPLOY MONTEREY  
BAY AREA RESIDENTS**

(Monterey County Code Section 5.08.120)

CERTIFY THAT I am aware of the provision of Monterey County Code Section 5.08.120.

Monterey County Code Section 5.08.120 provides, in relevant part:

A. **General Provisions.** All County Contracts for Public Works of Improvement shall contain provisions pursuant to which the Contractor shall make a good faith effort to employ qualified individuals who are, and have been for at least one (1) year out of the past three (3) years prior to the opening of bids, residents of the Monterey Bay Area in sufficient numbers so that no less than fifty percent (50%) of the Contractor's total construction work force, on that particular Contract, including any Subcontractor work force (with exception of specialty Subcontractor items identified in bid items) measured in labor work hours, is comprised of Monterey Bay Area residents.

B. **Nonresponsive Bidder Declaration: Enforcement.** If any Contractor submitting a bid for a Contract for Public Works of Improvement fails to abide by the good faith local employment provisions of this Section, Contractor may be declared by the Board to be a nonresponsive bidder for purposes of this Chapter. If a Contractor lists in his or her bid a Subcontractor who is currently disqualified under the terms of this Section, the Board may declare said Contractor to be a nonresponsive bidder for purposes of this Chapter. If the Board finds that a Contractor to whom a Contract for Public Works of Improvement has been awarded has failed to comply with the good faith employment provisions of this Section during the performance of the Contract, the Board may disqualify Contractor from bidding on any County Contract for Public Works of Improvement for a period of one (1) year from the date of the Board's disqualification. A subsequent violation of this Section by a Contractor may result in disqualification by the Board for a period of three (3) years from the date of the subsequent disqualification.

C. **Binding on Subcontractors.** Every Contractor entering into a Contract for Public Works of Improvement subject to the provisions of this Section shall include in each and every Subcontract for Work, laborers, or material supplier relating to the Project the requirement that the Subcontractor shall make a good faith effort to employ qualified individuals who are, and have been for at least one (1) year out of the past three (3) years prior to the opening of bids, residents of the Monterey Bay Area. If the Board finds that any Subcontractor has failed during the performance of the Subcontract to comply with this Section, the Board may disqualify said Subcontractor from submitting or being listed in any bid for any County Contract for Public Works of Improvement for a period of one (1) year from the date of the Board's disqualification. A subsequent violation by a Subcontractor may result in disqualification by the Board for a period of three (3) years from the date of the subsequent disqualification".

I FURTHER CERTIFY AS FOLLOWS (check the box that applies):

I CERTIFY that at least fifty percent (50%) of the total construction work force on the Project, including any Subcontractor work force, measured in labor work hours, will be comprised of qualified individuals who to the best of my knowledge are, and have been for at least one (1) year out of the past three (3) years prior to the effective date of the opening of bids, residents of the Monterey Bay Area. Evidence that I will comply with this requirement is as follows (please use additional pages to provide supporting evidence and/or documentation, as necessary):

Granite Rock Company is a Monterey Bay Area company and hires qualified individuals through local hiring halls. The majority of our experienced crews live in the Monterey Bay Area.

I CERTIFY that I shall make a good faith effort to employ qualified individuals who, to the best of my knowledge, are, and have been for at least one (1) year out of the past three (3) years prior to the effective date of the opening of bids, residents of the Monterey Bay Area insufficient numbers such that no less than fifty percent (50%) of the total construction work force on the Project, including any Subcontractor work force (with the exception of specialty Subcontractor items identified in the bid items) measured in labor work hours, will be comprised of Monterey Bay Area residents. Attached is my written plan to recruit Monterey Bay Area residents as part of the construction work force.

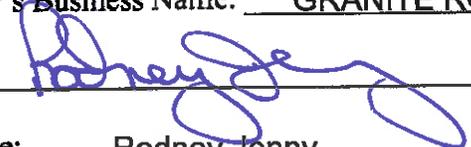
I CERTIFY that I do not comply with and am unable to make a good faith effort to comply with the good faith local employment provisions set forth in Monterey County Code Section 5.08.120. Explanation to why I am not able to comply is as follows (please use additional pages to provide supporting evidence and/or documentation, as necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I declare under penalty of perjury under the laws of the State of California that the foregoing certification is true and correct.

Executed on (date) November 29, 2017 at (city/state) San Jose, California

Contractor's Business Name: GRANITE ROCK COMPANY

By:  

Print Name: Rodney Jenny

Print Title: Executive Vice President

**LIST OF SUBCONTRACTORS**

Following is the name and location of the mill, shop, or office of each subcontractor who will perform labor, render service or provide equipment to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.50%) of the total bid presented herewith; and the portion of the work to be done by each subcontractor.

**Check this box if no subcontractors are required to be listed for work or labor to be performed or services to be rendered. Otherwise provide all requested information below. Assembly Bill No. 44 requires name/ location of business/ CA contractor's license of all subcontractors:**

Portion (Type) of Work	Amount of Bid (Dollars)	Subcontractor Name/ License Number & Expiration Date	Subcontractor's Location of Place of Business	DIR Registration Number

Contractor: GRANITE ROCK COMPANY  
 By:  *Rodney Jenny*  
 Print Name: Rodney Jenny  
 Print Title: Executive Vice President  
 Date: November 29, 2017

MONTEREY COUNTY WATER RESOURCES AGENCY

**NONCOLLUSION DECLARATION**

**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

(Public Contract Code Section 7106)

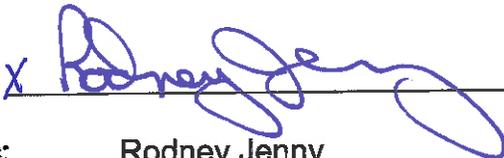
The undersigned declares:

I am the Executive Vice President of GRANITE ROCK COMPANY the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 11/29/17 [date], at San Jose [city], California [state].

Signature: X   
Print Name: Rodney Jenny

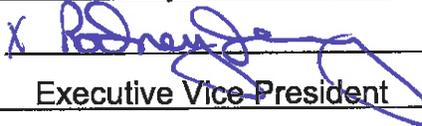
**WORKER'S COMPENSATION CERTIFICATE**

Pursuant to Section 1861 of the California Labor Code, I certify that I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and on behalf of my firm, I will comply with such provisions before commencing the performance of the services of any contract entered into.

Contractor's Name:

GRANITE ROCK COMPANY

Address: 5225 Hellyer Avenue, Suite 220, San Jose, CA 95138

Signature: X 

Title: Executive Vice President

Date: November 29, 2017

# EXHIBIT B

## MONTEREY COUNTY WATER RESOURCES AGENCY

**PROJECT:  
2017 NACIMIENTO DAM  
SPILLWAY EMERGENCY REPAIRS PROJECT**  
San Luis Obispo County, California  
Project No. 005

The project consists of the following tasks:

1. Mobilization/Clean-up and Demobilization;
  - a. Use existing access roads
  - b. Stockpiles, equipment storage and staging areas to be within reasonable project boundary and at the discretion of AGENCY representative
  
2. Seal spillway floor slab joints with elastomeric sealant;
  - a. Locations to be determined by AGENCY representative
  - b. Use AGENCY approved elastomeric sealant material
  - c. Follow product manufacturer installation guidelines, specifications, and AGENCY representative direction to include, but not limited to
    - Joint preparation:
      - vegetation, sediment/dust removal, existing sealant removal
      - AGENCY representative shall approve joint cleaning method, which may include air-jetting, water-jetting, sand-blasting, or other AGENCY approved method
    - At locations directed by AGENCY representative, joint preparation shall include grinding a slot within the concrete joint for effective elastomeric sealant installation
    - Install backer rod in joints as needed to meet product manufacturer guidelines for joint depth and width specifications, and sealant bond to concrete
  
3. Seal small cracks (cracks approximately ¼" in depth and ½" wide) with elastomeric sealant;
  - a. Locations to be determined by AGENCY representative
  - b. Use AGENCY approved elastomeric sealant material
  - c. Follow product manufacturer installation guidelines, specifications, and AGENCY representative direction to include, but not limited to
    - Crack preparation:
      - vegetation, sediment/dust removal, existing sealant removal
      - AGENCY representative shall approve joint cleaning method, which may include air-jetting, water-jetting, sand-blasting, or other AGENCY approved method
    - Install backer rod in cracks as needed to meet product manufacturer guidelines for depth and width specifications, and sealant bond to concrete

4. Repair concrete spalls and large cracks (over ½” wide);
  - a. Locations and square footage to be determined by AGENCY representative
  - b. Site preparation to include, but not limited to, air-jetting, water jetting, concrete chipping, saw cutting, and grout or concrete placement depending on size of repair (submit grout/concrete specification(s) for AGENCY approval prior to placement)
5. Grind offset floor slabs and/or wall-slabs:
  - a. Locations and acceptable finished slope and/or elevation to be determined by AGENCY representative
6. Upon AGENCY representative direction, clear spillway under-drains using water-jetting or other AGENCY representative approved method.
7. Upon AGENCY representative direction, work at Spillway Plunge Pool as follows:
  - a. Deliver and place rip rap at plunge pool banks. Rip rap size and quantity to be provided by AGENCY representative; rip rap placement to be directed by AGENCY representative.
  - b. Remove material from “rock island” located in the approximate middle of the plunge pool as directed by AGENCY representative. Removal methods may include, but are not limited to, excavator hydraulic breaker/hammer, excavator bucket, and loader.
  - c. Haul removed “rock island” material to location determined by AGENCY representative.

See Figure 1A for general repair types, locations, and approximate quantities. AGENCY representative will be made available to CONTRACTOR each work day. All work will be marked and directed by AGENCY representative throughout the work period. Work shall not exceed contracted amount; therefore, AGENCY representative will direct work and quantities appropriately.

END

FIGURE 1A - PAGE 1 OF 2

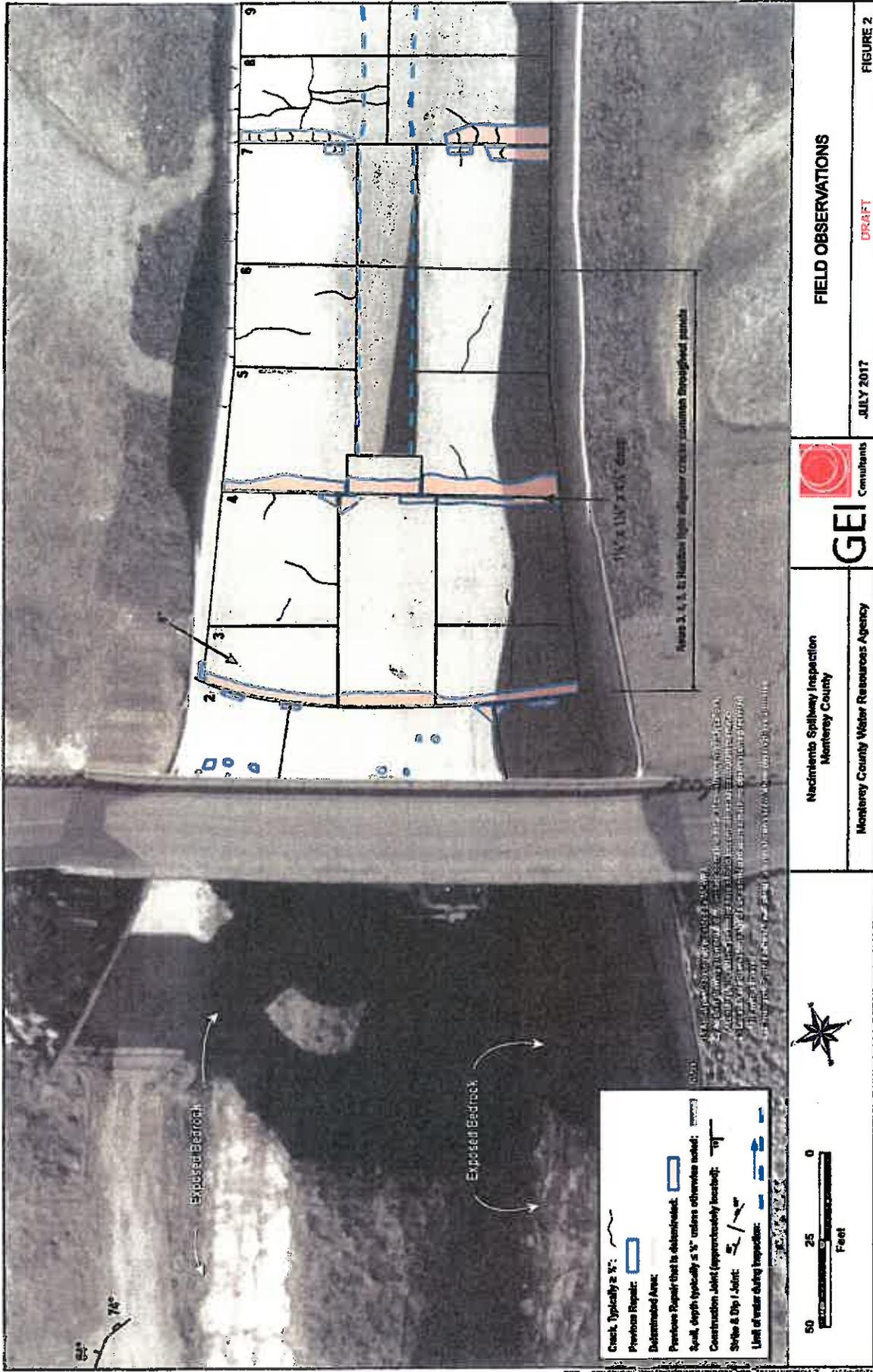
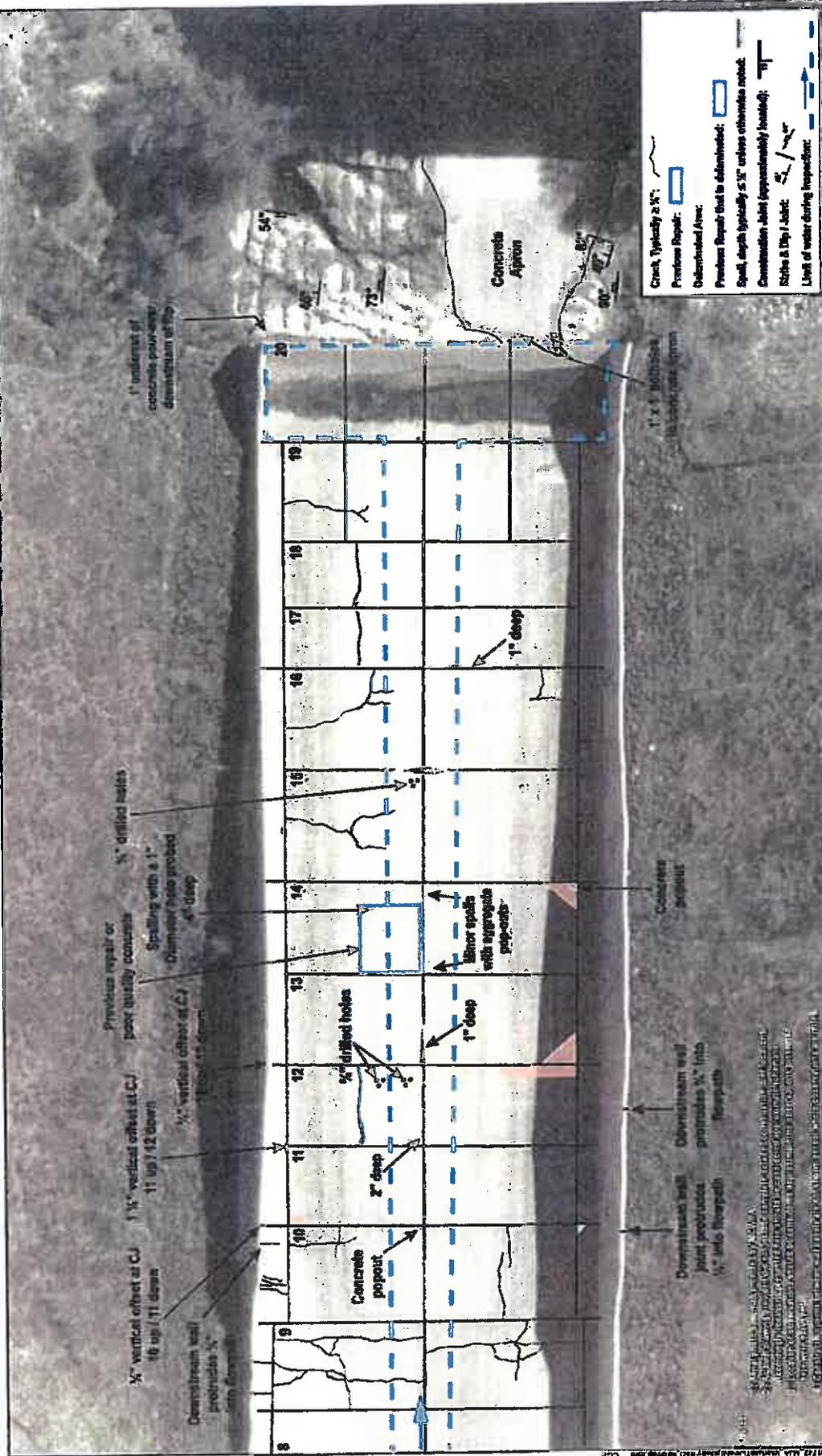


FIGURE 1A - PAGE 2 OF 2



**FIELD OBSERVATIONS**

JULY 2017 DRAFT FIGURE 3

GEI
Consultants

Nacimiento Spillway Inspection  
 Monterey County  
 Monterey County Water Resources Agency



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED FOR  
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p><b>Named Insured:</b> Granite Rock Company</p> <p><b>Endorsement Effective Date:</b> 06/01/2017</p>
--

**SCHEDULE**

<p><b>Name Of Person(s) Or Organization(s):</b></p> <p>Re: Job No. 6296; 2017 Nacimiento Dam Spillway, Emergency Repairs Project, Project No. 005, San Luis Obispo County, California. Monterey County Water Resources Agency, its officers, agents, and employees.</p>
---

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

# Coverage Extension Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP347266916	6/1/17	6/1/18	6/1/17			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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 the Exclusions of Section III – Physical Damage Coverage of the Business Auto Coverage Form and Paragraph 2.b. in the 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" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

**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. Physical Damage – Comprehensive Coverage – Deductible**

The following is added to the Deductible Provision of the Physical Damage Coverage Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

**N. 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.

**O. 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.

**P. 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.

**Q. 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".

**R. 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.

**S. Hired Auto – World Wide Coverage**

Paragraph 7a.(5) of the Policy Period, Coverage Territory Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

**T. 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.

**U. 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.

**V. 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".

**W. 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.

**X. 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.

**ADDITIONAL INSURED – AUTOMATIC STATUS  
AS REQUIRED BY CONTRACT – BLANKET**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

Any person or organization that you are required by written contract to include as an additional insured on this policy if the contract is executed prior to the loss.

- A. Who is an Insured (Section II) is amended to include as an insured any person or organization shown in the above SCHEDULE (called additional Insured), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your premises or your operations for the additional Insured, and only to the extent and for the minimum limits required in the written contract.
- B. The insurance provided to the additional insured is subject to the following limitations:
1. Unless required by written contract, this insurance does not apply to "bodily injury" or "property damage" occurring after "your work" for the additional insured has been completed or after that portion of "your work" out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization, whichever occurs first.
  2. Unless specifically required by written contract, this insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence, act or omission of the additional insured.
  3. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement except to the extent that the additional insured would have been obligated to pay such damages in the absence of the contract or agreement.
  4. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional services by any insured or on any insured's behalf, including:
    - a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications; and
    - b) Supervisory, inspection, architectural or engineering services.

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.
  5. This endorsement shall not apply to a person or organization if any other additional insured endorsement attached to this policy specifically applies to that person or organization.
  6. The insurance afforded herein only applies to the extent permitted by applicable state law, including statutes governing additional insured coverage in the construction industry.
  7. The insurance afforded to the additional insured shall not exceed the minimum limits required in the written contract.
- C. In no event shall the insurance provided to the additional insured exceed the scope of coverage, including minimum limits, required by the contract. If a written contract or agreement requires that additional insured status be provided by the use of specified edition dates of the ISO CG2010 and/or CG2037, then the terms of that endorsement are incorporated into this endorsement as respects such additional insured and shall supersede the coverage grant and limitations in Sections A. and B. of this endorsement. In the event that CG2010 and/or CG2037 are required but no edition dates are specified, the 04/13 editions shall apply.
- D. This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

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: Same as policy effective date unless otherwise indicated above.

Policy Effective: 6/1/2017

Policy No.: GL17A00056

Endorsement No.:

Insured: Granite Rock Company

Premium \$

Insurance Company: American Contractors Insurance Co. RRG



# County of Monterey

Item No.

## Board Report

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

Legistar File Number: WRAFIN 24-050

May 03, 2024

**Introduced:** 4/26/2024

**Current Status:** Draft

**Version:** 1

**Matter Type:** WRA Finance Item

Consider recommending that the Monterey County Water Resources Agency Board of Directors approve Change Order No. 12 to the contract with Graniterock Company for Nacimiento Dam spillway repair work to increase the contract amount by \$400,000; and authorizing the General Manager to execute the Change Order.

### 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 Change Order No. 12 to the contract with Graniterock Company for Nacimiento Dam spillway repair work to increase the contract amount by \$400,000; and authorize the General Manager to execute the Change Order.

### SUMMARY/DISCUSSION:

Graniterock Company has performed repair work at Nacimiento Dam spillway in 2017, 2018, 2019, 2020, 2021 and 2023 in accordance with Federal Energy Regulatory Commission (FERC) and California Dept. of Water Resources, Division of Safety of Dams (DSOD) approved Scopes of Work consisting of delaminated concrete removal and replacement, concrete spall repair, sealing concrete slab joints, grinding concrete slab joint offsets, assisting with borescope exploration under concrete chute slabs, and concrete crack repair. The original contract with Graniterock Company to begin emergency spillway repairs was executed in 2017. Eleven change orders have been executed to continue repair work over multiple fiscal years, paying \$1,074,034.27 for spillway repair work since 2017.

The spillway chute is designed to be fully supported by the rock foundation. Non-destructive testing to evaluate concrete contact with the rock foundation was performed in 2018, and locations indicating possible void spaces under the spillway chute concrete were found. The FERC approved Spillway Repair Scope of Work included boring small diameter holes through the spillway chute concrete to visually observe concrete/foundation contact conditions. In 2019, 45 boreholes were drilled, and conditions documented. An area 5 feet x 40 feet under spillway chute concrete Panel 14R was found to be suspended above the rock foundation, a condition it is not designed for. Plans and specifications have been submitted to, and approved by, FERC and DSOD for removal and replacement of the concrete chute in this area. Change Order #9 increased the amount of the contract with Graniterock Company by \$769,700 to remove the suspended portion of spillway chute concrete Panel 14R, replace it upon firm foundation. Timing of approval to proceed delayed work on the spillway planned

to occur in 2022. Construction of an access road on the south side of the spillway near panel 14R was completed in 2022 in support of Panel 14 R repairs but was underestimated. Change Order #10 extended the term of the contract to allow completion of Panel 14R repairs in 2023 under the current contract. Execution of Change Order #11 brought the contract total with Graniterock Company for Nacimiento Dam spillway repair to \$1,581,217 to ensure completion of work on Panel 14R in conformance with approved plans and specifications and completed by November of 2023. The repairs to Panel 14R were delayed due to the unavailability of the contractor to mobilize and complete the repairs ahead of the 2023 rainy season Execution of Change Order #12 will bring the contract total with Graniterock Company for Nacimiento Dam spillway repair to \$1,981,217 to ensure completion of work on Panel 14R and ongoing annual spillway maintenance ahead of this year's anticipated rainy season.

No other change orders are anticipated, and this contract will expire December 31, 2024.

OTHER AGENCY INVOLVEMENT:

Plans and Specifications for repair of spillway chute Panel 14R must be approved by FERC and DSOD. Plans and Specifications were submitted to FERC and DSOD on April 21, 2022.

FINANCING:

Panel 14R Repairs- \$753k payable from FY 2023-24 Fund 116 - Nacimiento Dam Operation and Maintenance; Potentially payable from \$6.1mil in State Funding through DWR  
Annual Spillway Repairs- \$150k payable FY2023-24 Fund 116 Nacimiento Operation and Maintenance

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

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

Attachments:

1. Change Order No. 12
2. Change Order Nos. 1 through 11 to Graniterock Contract for Nacimiento Dam Spillway
3. 2017 Nacimiento Dam Spillway Emergency Repairs Project Time and Materials Contract
4. Board Order



# County of Monterey

**Item No.5**

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

## Board Report

**Legistar File Number: WRAFIN 24-051**

May 03, 2024

**Introduced:** 4/29/2024

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WRA Finance Item

Consider recommending that the Monterey County Water Resources Agency Board of Directors approve Amendment No. 2 to the Agreement for Services with Western Oilfields Supply dba Rain for Rent to extend the contract term to June 30, 2028, and increase the dollar amount by \$255,000 for a total contract amount not to exceed \$350,000 for providing labor, equipment, fuel, materials, and parts for projects including but not limited to: emergency pumping services at Agency pump stations, Recycled Water Facilities projects, and projects at other Agency Facilities; and authorize the General Manager to execute the amendment.

### RECOMMENDATION:

It is recommended that the Finance Committee:

Recommend that the Board of Directors approve Amendment No. 2 to the Agreement for Services with Western Oilfields Supply dba Rain for Rent to extend the contract term to June 30, 2028, and increase the dollar amount by \$255,000 for a total contract amount not to exceed \$350,000 for providing labor, equipment, fuel, materials, and parts for projects including but not limited to emergency pumping services at Agency pump stations, Recycled Water Facilities projects, and projects at other Agency Facilities; and authorize the General Manager to execute the amendment.

### SUMMARY/DISCUSSION:

On March 3rd, 2022, the Monterey County Water Resources Agency (Agency) entered into an Agreement with Western Oilfields Supply dba Rain for Rent, to provide Services for Emergency pump station work at the Agency's Pump Stations.

On August 30th, 2022, Amendment No. 1 to the agreement was processed, increasing the total contract amount to \$95,000.

The purpose of Amendment No. 2 is revising Exhibit A - Scope of Work, by adding additional services to include all Agency Facilities and broaden the projects and tasks, revise Exhibit B - Fee Schedule, by updating labor rates and clarifying cost of additional items and rentals, a dollar increase of \$255,000 for a total contract amount not to exceed \$350,000 and a term extension to June 30, 2028, for continued services by Western Oilfields dba Rain for Rent.

### OTHER AGENCY INVOLVEMENT:

No prior action for this item

### FINANCING:

Funds for this amendment will be from Funds 111 - Administration, 116 - Dam Operations,

131- CSIP Operations, and 122-Reclamation Ditch. Other Funds may also be identified in future fiscal years.

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

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

Attachments:

1. Original Agreement for Services
2. Amendment No. 1
3. Amendment No. 2



# County of Monterey

Item No.

## Board Report

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

Legistar File Number: WRAFIN 24-051

May 03, 2024

**Introduced:** 4/29/2024

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WRA Finance Item

Consider recommending that the Monterey County Water Resources Agency Board of Directors approve Amendment No. 2 to the Agreement for Services with Western Oilfields Supply dba Rain for Rent to extend the contract term to June 30, 2028, and increase the dollar amount by \$255,000 for a total contract amount not to exceed \$350,000 for providing labor, equipment, fuel, materials, and parts for projects including but not limited to: emergency pumping services at Agency pump stations, Recycled Water Facilities projects, and projects at other Agency Facilities; and authorize the General Manager to execute the amendment.

### RECOMMENDATION:

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Recommend that the Board of Directors approve Amendment No. 2 to the Agreement for Services with Western Oilfields Supply dba Rain for Rent to extend the contract term to June 30, 2028, and increase the dollar amount by \$255,000 for a total contract amount not to exceed \$350,000 for providing labor, equipment, fuel, materials, and parts for projects including but not limited to emergency pumping services at Agency pump stations, Recycled Water Facilities projects, and projects at other Agency Facilities; and authorize the General Manager to execute the amendment.

### SUMMARY/DISCUSSION:

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The purpose of Amendment No. 2 is revising Exhibit A - Scope of Work, by adding additional services to include all Agency Facilities and broaden the projects and tasks, revise Exhibit B - Fee Schedule, by updating labor rates and clarifying cost of additional items and rentals, a dollar increase of \$255,000 for a total contract amount not to exceed \$350,000 and a term extension to June 30, 2028, for continued services by Western Oilfields dba Rain for Rent.

### OTHER AGENCY INVOLVEMENT:

No prior action for this item

### FINANCING:

Funds for this amendment will be from Funds 111 - Administration, 116 - Dam Operations, 131- CSIP Operations, and 122-Reclamation Ditch. Other Funds may also be identified in future fiscal years.

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

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

Attachments:

1. Original Agreement for Services
2. Amendment No. 1
3. Amendment No. 2

# **MONTEREY COUNTY WATER RESOURCES AGENCY AND Western Oilfields Supply Company dba Rain for rent AGREEMENT FOR SERVICES**

This is an agreement (“Agreement”) between the Monterey County Water Resources Agency, hereinafter called “Agency” and Western Oilfields Supply Company dba Rain for Rent, a Delaware Corporation hereinafter called “CONTRACTOR”.

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

1. Employment of CONTRACTOR. Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the **Scope of Work/Work Schedule set forth in Exhibit A:**
  - (a) The scope of work is briefly described and outlined as follows:

Provide labor, equipment, fuel, and materials for emergency pumping services at Agency owned pump stations.
  - (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. In the event that Agency is renting any equipment from CONTRACTOR then Agency shall be responsible for any loss or damage to CONTRACTOR’S rental equipment, excluding normal wear and tear, and excluding loss or damage caused by CONTRACTOR.
2. Term of Agreement. The term of this Agreement shall begin on December 15, 2021, by CONTRACTOR and Agency, and will terminate on June 30, 2025, 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 Thirty Thousand Dollars and no cents.

(\$30,000.00)

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) 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.
- (c) 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, except for anything that may be stored in the back up media or other electronic data storage systems.

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 Contactor’s behalf in the performance of this Agreement.
- 24. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement 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

Western Oilfields Supply Company dba Rain for Rent

Agency’s designated administrator of this Agreement shall be

Charles Lingenfelter

- 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:

<b>TO AGENCY</b>	<b>TO CONTRACTOR</b>
Name: Charles Lingenfelter	Name: Western Oilfields Supply Company dba Rain for Rent
Address: 1441 Schilling Place - North Building Salinas, CA 93901	Address: 3404 State Road Bakersfield, CA 93308
Telephone: 831.755.4860	Telephone: 661-399-9124
Fax: 831.424.7935	Fax: 661-391-3589
E-Mail: lingenfelterca@co.monterey.ca.us	E-Mail: contracts@rainforrent.com

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

**MONTEREY COUNTY WATER RESOURCES AGENCY  
AND Western Oilfields Supply Company dba Rain for Rent  
AGREEMENT FOR SERVICES**

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

**MONTEREY COUNTY WATER  
RESOURCES AGENCY:**

BY:

DocuSigned by:  
  
2B64A5A1043A441

Brent Buche  
General Manager

Date: 3/3/2022 | 12:48 PM PST

**CONTRACTOR:**

BY: *David Schisler*

Type Name: David Schisler

Title: Director of Contracts

Date: Feb 17 2022 22:58 GMT

BY: *Scott Stanley*

Type Name: Scott Stanley

Title: CFO

Date: Feb 18 2022 16:48 GMT

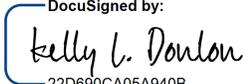
\* INSTRUCTIONS: If CONTRACTOR is a corporation (including limited liability and nonprofit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth together 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.

( Western Oilfields Supply Company dba Rain for Rent )  
**Agreement/Amendment No # ( \_\_\_\_\_ )**

\* \* \* \* \*

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

Approved as to fiscal provisions:

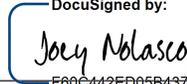
DocuSigned by:  
  
22D690CA05A940B...  
\_\_\_\_\_  
Assistant County Counsel

DocuSigned by:  
  
A59152E49ADC476...  
\_\_\_\_\_  
Administrative Analyst

Dated: 2/22/2022 | 8:42 AM PST

Dated: 3/3/2022 | 10:51 AM PST

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

DocuSigned by:  
  
F00C442ED05B437...  
\_\_\_\_\_  
Auditor-Controller <sup>2</sup>:

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

Dated: 3/3/2022 | 10:10 AM 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/WORK SCHEDULE**

Provide labor, equipment, fuel, and materials for emergency pumping services at Agency owned pump stations.

## EXHIBIT B

### PAYMENT PROVISIONS

Equipment rental, sales and transportation (delivery and pickup) rates are subject to proposal at time of work.

\$68 /hr	Regular time
\$102/hr	Overtime (1.5x)
\$136 /hr	Double time (2x)

## EXHIBIT C

### DELIVERABLES

#### Required Document Formats

When required by this agreement, the following documents shall be delivered to the Agency project or contract administrator:

Administrative Draft of Document (for staff review)  
[five (5) unbound copies and one (1) PDF copy]

Screen Check Public Review Draft of Document (for staff review)  
[five (5) unbound copies and one (1) PDF copy]

Public Review Draft  
[XXX (XX) bound copies and xxx (xxx) DVDs]

Final Draft for Board of Director/ Supervisor consideration

Final Document (as adopted by Board of Supervisors)  
[ten (10) bound copies and one USB]

All documents shall be provided digitally to the City in both Microsoft Word and .PDF formats on a USB drive.

Following approval by staff of each final (public draft) report one (1) unbound reproducible original, and two (2) electronic copies shall be delivered to the Agency

For each public agency meeting, deliver:  
one (1) unbound reproducible original, one (1) electronic copy and four (4) print copies of the document

**AMENDMENT NO. 1 TO  
AGREEMENT FOR SERVICES  
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND  
~~WESTERN OILFIELD SUPPLY~~**

Western Oilfields Supply Company dba Rain for Rent *jr DG*

**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 ~~Western Oilfield Supply~~ (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 December 12, 2021 (hereinafter, "Agreement");

**WHEREAS**, the Parties wish to amend the Agreement with a dollar amount increase of \$65,000.00, not to exceed a total contract amount of \$95,000.00, to continue providing services identified in the Agreement.

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

1. Amend Section 3, "Payments to CONTRACTOR; maximum liability", to read as follows:

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 the contractor under this contract is Ninety-five Thousand dollars (\$95,000.00)

Original Agreement   \$30,000  
Amendment No. 1   \$65,000  
Not to exceed total:   \$95,000

3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. 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**

DocuSigned by:  
By:   
2B64A5A1043A441  
General Manager

Date: 8/30/2022 | 2:46 PM PDT

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

DocuSigned by:  
By:   
22D690CA05A940B  
Assistant County Counsel

Date: 8/17/2022 | 10:08 AM PDT

**Approved as to Fiscal Provisions**

DocuSigned by:  
By:   
D3834BFEC1D8449  
Auditor-Controller

Date: 8/17/2022 | 10:18 AM PDT

DocuSigned by:  
By:   
A59152F49ADC476  
Administrative Analyst

Date: 8/17/2022 | 11:36 AM PDT

**CONTRACTOR**

Western Oilfields Supply Company  
dba Rain for Rent  
\*Contractor Business Name

By:   
(Signature of Chair, President or Vice President)

Title: Jason Goldberg, Executive Vice President  
(Print Name and Title)

Date: Aug 12 2022

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

Title: David Schisler, Assistant Secretary  
(Print Name and Title)

Date: Aug 12 2022

**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. 2 TO  
AGREEMENT FOR SERVICES  
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND  
WESTERN OILFIELDS SUPPLY dba RAIN FOR RENT**

**THIS AMENDMENT NO. 2** to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, “Agency”) and Western Oilfields Supply dba Rain for Rent (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 March 3, 2022; Amendment No. 1 on August 30th, 2022; (hereinafter, “Agreement”); and

**WHEREAS**, the Agency has identified a continued need for services and rentals of pumping equipment for emergency pump station work at Agency Pump stations, and other pumping projects at other Agency Facilities and throughout the Recycled Water Project Facilities; and

**WHEREAS**, the Parties wish to amend the Agreement by revising Exhibit A – Scope of work, extending the term to June 30, 2028, revising Exhibit B – Fee Schedule, and a dollar increase of \$255,000.00 for a total contract amount not to exceed \$350,000.00 to continue providing services identified in the Agreement;

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

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**

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

Term of Agreement. The term of this Agreement shall begin on **March 3, 2022** by CONTRACTOR and Agency, and will terminate on **June 30, 2028**, unless earlier terminated as provided herein.

3. Amend Section 3, “**Payment to CONTRACTOR**” 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 - REVISED. The maximum amount payable to CONTRACTOR under this contract is **Three Hundred-Fifty Thousand Dollars no cents (\$350,000.00)**.

4. All other terms and conditions of the Agreement remain unchanged and in full force.
5. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

*This space left blank intentionally*

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement as of the day and year written below:

**MONTEREY COUNTY WATER  
RESOURCES AGENCY**

By: \_\_\_\_\_  
General Manager

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

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

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

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

**Approved as to Fiscal Provisions**

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

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

**Approved as to Indemnity, Insurance Provisions**

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

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

**CONTRACTOR**

\_\_\_\_\_  
\*Contractor Business Name

By: \_\_\_\_\_  
(Signature of Chair, President or Vice President)

Its: \_\_\_\_\_  
(Print Name and Title)

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

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

Its: \_\_\_\_\_  
(Print Name and Title)

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 per

## **EXHIBIT A – REVISED**

### **Scope of services:**

Provide labor, equipment, fuel, materials, and parts for projects at Agency Facilities including but not limited to, emergency & non-emergency pumping services at Agency pump stations, Recycled Water Project Facilities, and at any other Agency Facilities.

## **EXHIBIT B – REVISED**

### **Fee Schedule:**

- All rental rates for equipment shall be charged at the standard rate at time of quote.
- Materials, parts, etc. shall be charged at standard rate at time of quote.
- Initial Labor rates shall be set at:
  - Standard Time- \$90/hr
  - Overtime (1.5x)- \$135/hr
  - Double Time (2x) - \$180/hr

\*Labor rates shall be reviewed at the end of each fiscal year and may be adjusted to reflect the necessity to align with standard rates, economic volatility, cost of living adjustments, etc. Adjustments shall be within reason and shall not exceed the rates charged to other customers.



# County of Monterey

## Item No.6

### Board Report

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

Legistar File Number: WRAFIN 24-042

May 03, 2024

**Introduced:** 4/24/2024

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WRA Finance Item

Consider recommending that the Monterey County Water Resources Agency Board of Directors recommend that the Monterey County Water Resources Agency Board of Supervisors adopt the Salinas River Lagoon and Sandbar Management Low Effect Habitat Conservation Plan and associated Incidental Take Permit PER8656461 and authorize the General Manager to implement the plan.

#### RECOMMENDATION:

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

recommending that the Monterey County Water Resources Agency Board of Directors recommend that the Monterey County Water Resources Agency Board of Supervisors adopt the Salinas River Lagoon and Sandbar Management Low Effect Habitat Conservation Plan and associated Incidental Take Permit PER8656461 and authorize the General Manager to implement the plan.

#### SUMMARY/DISCUSSION:

Like many central California coastal river systems, the Salinas River is not hydrologically connected to the ocean for much of the year. A naturally occurring sandbar forms at the river mouth during periods of low streamflow creating the Salinas River Lagoon (Lagoon). Over the course of the year the sandbar can build up to an elevation that is significantly higher than typical dry season Lagoon stage. When winter storms once again create natural streamflow in the Salinas River, stream discharge becomes trapped behind the sandbar in the Lagoon. Because of the height of the sandbar, the Lagoon has the potential to flood low lying farmland and homes before overtopping the sandbar and flowing to the ocean.

The Agency performs sandbar management on an emergency basis to prevent flooding around the Lagoon. Sandbar management is required in most years including the winter of 2023-24. Sandbar management has the potential to result in take of federally listed species in and around the Lagoon and the Agency does not have a permit to cover incidental take of any listed species.

In 1997 the Agency developed the Salinas River Lagoon Management and Enhancement Plan. In 2018 the Agency developed the Salinas River Lagoon Sandbar Management Plan Project Description (a project description for an updated sandbar management plan that has yet to be developed) and the Salinas River Sandbar Management Monitoring and Reporting Plan to address concerns related to sandbar management activities conducted for flood prevention. The plans define criteria for managing the sandbar elevation for flood prevention and define actions

to minimize the impact to sensitive species in and around the Lagoon. The existing plans provide guidance for sandbar management activities but do not constitute a current sandbar management plan or the necessary permits to protect the Agency from incidental take under the Endangered Species Act (ESA).

The proposed Salinas River Operations Habitat Conservation Plan (SROHCP) will address these issues and serve as the basis for the Agency to apply for an incidental take permit (ITP) from the U.S. Fish and Wildlife Service (USFWS) under the ESA. Because of the multi-year timeline for development of the SROHCP, the USFWS strongly encouraged the Agency to pursue a short-term solution to obtain an ITP for sandbar management activities while the HCP is being developed.

To meet the short-term need for an ITP, Agency staff worked closely with the USFWS to develop a Low Effect HCP (LEHCP) to cover flood prevention sandbar management activities until the full HCP can be completed. Because of significant overlap between the LEHCP and the analysis that had been started for the larger SROHCP as well as reduced regulatory requirements for LEHCPs, the LEHCP was completed on a much shorter timeline and at a much lower cost than development of a full HCP.

A public draft LEHCP was submitted to the USFWS in March 2023 for review. Following their internal review process, the LEHCP will was published in the Federal Register for a 30 day public comment period beginning June 5, 2023. USFWS and Agency staff reviewed comments and made revisions the plan as needed. At the time of this report, the final draft of the LEHCP is nearing final approval by the USFWS.

The LEHCP and associated ITP will provide incidental take authorization of three covered species (tidewater goby, western snowy plover, and Monterey spineflower) from activities described in the HCP related to the management of the Salinas River Lagoon and sandbar.

Covered activities under the LEHCP include operation of the Old Salinas River slidegate for Lagoon water level management and the actions related to a facilitated breach of the sandbar at the mouth of the Salinas River Lagoon for the purpose of preventing or alleviating flooding.

To prevent or offset impacts to covered species, the LEHCP analyzes potential impacts of the covered activities to the covered species and identifies biological goals and objectives for each species. Conservation measures including avoidance and minimization measures (AMM's) are then proposed to meet the biological goals and objectives.

The LEHCP includes AMM's such as advance notification, pre-activity species surveys, biological monitoring during sandbar management activities, photo documentation and reporting, and a number of best management practices. To offset impacts that can not be avoided, the LEHCP includes mitigation measures for each species. Mitigation measures in this plan include additional monitoring of breaching effects on tidewater goby, directed research to provide a better understanding of the local distribution and life history of goby, a contribution to support California State Parks breeding season habitat management and public outreach

programs related to western snowy plover, botanical surveys, invasive plant removal on 1 acre of Monterey spinyflower habitat on Salinas River State Beach, and compliance monitoring of these actions.

Development of the Salinas River Lagoon and Sandbar Management LEHCP supports Strategic Plan Goal D by pursuing a necessary permit for the core function of flood prevention through Salinas River Lagoon sandbar management; Goal B by performing analysis in conjunction with the Salinas River Habitat Conservation Plan; and Goal C by leveraging grant funding to support these actions.

OTHER AGENCY INVOLVEMENT:

Agency staff has worked closely with the U.S. Fish and Wildlife Service and the National Marine Fisheries Service during the development of the LEHCP.

The Planning Committee has received regular updates on the status of the LEHCP during their monthly meetings including presentations in February 2022 and June 2023.

An update on the status of the LEHCP was provided to the Board of Directors in May 2023.

FINANCING:

Implementation of the LEHCP for the five-year permit term is estimated to cost approximately \$322,400. This estimate includes mitigation actions, monitoring, reporting, and plan administration by Agency staff. Funds have been identified in the proposed FY25 budget from Agency fund 116. Funding assurances for the permit term will be required through BOS adoption of the LEHCP before the ITP can be issued.

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

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

Attachments: 1. Salinas River Lagoon and Sandbar Management LEHCP  
2.USFWS Cover Letter  
3.USFWS ITP: PER8656461



# County of Monterey

## Item No.6

### Board Report

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

Legistar File Number: WRAFIN 24-042

May 03, 2024

**Introduced:** 4/24/2024

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WRA Finance Item

Consider recommending that the Monterey County Water Resources Agency Board of Directors recommend that the Monterey County Water Resources Agency Board of Supervisors adopt the Salinas River Lagoon and Sandbar Management Low Effect Habitat Conservation Plan and associated Incidental Take Permit PER8656461 and authorize the General Manager to implement the plan.

#### RECOMMENDATION:

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

recommending that the Monterey County Water Resources Agency Board of Directors recommend that the Monterey County Water Resources Agency Board of Supervisors adopt the Salinas River Lagoon and Sandbar Management Low Effect Habitat Conservation Plan and associated Incidental Take Permit PER8656461 and authorize the General Manager to implement the plan.

#### SUMMARY/DISCUSSION:

Like many central California coastal river systems, the Salinas River is not hydrologically connected to the ocean for much of the year. A naturally occurring sandbar forms at the river mouth during periods of low streamflow creating the Salinas River Lagoon (Lagoon). Over the course of the year the sandbar can build up to an elevation that is significantly higher than typical dry season Lagoon stage. When winter storms once again create natural streamflow in the Salinas River, stream discharge becomes trapped behind the sandbar in the Lagoon. Because of the height of the sandbar, the Lagoon has the potential to flood low lying farmland and homes before overtopping the sandbar and flowing to the ocean.

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A public draft LEHCP was submitted to the USFWS in March 2023 for review. Following their internal review process, the LEHCP will be published in the Federal Register for a 30 day public comment period beginning June 5, 2023. USFWS and Agency staff reviewed comments and made revisions to the plan as needed. At the time of this report, the final draft of the LEHCP is nearing final approval by the USFWS.

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invasive plant removal on 1 acre of Monterey spineflower habitat on Salinas River State Beach, and compliance monitoring of these actions.

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

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

Attachments: 1. Salinas River Lagoon and Sandbar Management LEHCP

2.USFWS Cover Letter

3.USFWS ITP: PER8656461



# Salinas River Lagoon and Sandbar Management Low Effect Habitat Conservation Plan



Monterey County Water Resources Agency  
1441 Schilling Place, North Building  
Salinas, CA 93901





# **SALINAS RIVER LAGOON AND SANDBAR MANAGEMENT LOW EFFECT HABITAT CONSERVATION PLAN**

**PREPARED FOR:**

Monterey County Water Resources Agency  
1441 Schilling Place  
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Salinas, CA 93901  
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**October 2023**



*Cover Photo Credits:*

Salinas River Lagoon: Monterey County Water Resources Agency

Tidewater goby: FISHBIO

Western snowy plover: Matt Lau/National Park Service

Monterey spineflower: Michael Mitchell

Monterey County Water Resources Agency. 2023. *Salinas River Lagoon and Sandbar Management Low Effect Habitat Conservation Plan*. October. Salinas, CA. Prepared by ICF, San Francisco, CA.

# Contents

<b>Chapter 1 Introduction</b>	<b>1-1</b>
1.1 Overview of the Habitat Conservation Plan	1-1
1.2 Geographic Scope	1-2
1.2.1 Permit Area Boundary	1-2
1.3 Background	1-4
1.4 Permit Term	1-7
1.5 Applicant	1-8
1.6 Covered Species	1-8
1.7 Regulatory Framework	1-8
1.7.1 Federal Endangered Species Act	1-8
1.7.2 National Environmental Policy Act	1-10
<b>Chapter 2 Physical Setting and Biological Resources</b>	<b>2-1</b>
2.1 Physical Setting	2-1
2.1.1 Hydrology	2-1
2.1.2 Precipitation and Growing Season	2-2
2.1.3 Soils	2-2
2.2 Biological Resources	2-3
2.2.1 Ecoregion	2-3
2.2.2 Natural Communities and Land Cover Types	2-4
2.2.3 Covered Species	2-9
<b>Chapter 3 Covered Activities</b>	<b>3-1</b>
3.1 Overview	3-1
3.2 Sandbar Management	3-1
3.2.1 Pilot Channel Excavation	3-3
3.2.2 Slidegate Operation	3-5
3.3 Non-covered Activities	3-5
<b>Chapter 4 Effects of Covered Activities</b>	<b>4-1</b>
4.1 Overview	4-1
4.2 Tidewater Goby	4-2
4.2.1 Project-Specific Impacts	4-2
4.2.2 Estimated Level of Take	4-5
4.3 Western Snowy Plover	4-6
4.3.1 Project-Specific Impacts	4-6
4.3.2 Estimated Level of Take	4-8

4.4 Monterey Spineflower ..... 4-9

    4.4.1 Project-Specific Impacts..... 4-9

    4.4.2 Estimated Level of Impacts ..... 4-10

**Chapter 5 Conservation Strategy ..... 5-11**

    5.1 Developing Biological Goals and Objectives and Conservation Measures ..... 5-11

        5.1.1 Biological Goals and Objectives ..... 5-12

    5.2 Conservation Measures ..... 5-13

        5.2.1 Avoidance and Minimization Measures ..... 5-13

        5.2.2 Mitigation Measures..... 5-17

    5.3 Monitoring and Adaptive Management ..... 5-20

        5.3.1 Monitoring ..... 5-21

        5.3.2 Adaptive Management ..... 5-22

**Chapter 6 Plan Implementation..... 6-1**

    6.1 Responsible Parties..... 6-1

        6.1.1 Monterey County Water Resources Agency..... 6-1

        6.1.2 U.S. Fish and Wildlife Service..... 6-1

    6.2 Reporting ..... 6-1

    6.3 No Surprises Assurances ..... 6-2

        6.3.1 Changed Circumstances..... 6-3

    6.4 Modifications to the Plan..... 6-4

        6.4.1 Administrative Changes ..... 6-4

        6.4.2 Minor Modifications ..... 6-5

        6.4.3 Amendments..... 6-5

        6.4.4 Permit Renewal..... 6-6

        6.4.5 Suspension and Revocation ..... 6-7

**Chapter 7 Cost and Funding..... 7-1**

    7.1 Estimated Costs for Plan Implementation ..... 7-1

        7.1.1 Plan Administration ..... 7-2

        7.1.2 Conservation Strategy Implementation..... 7-2

        7.1.3 Monitoring and Adaptive Management ..... 7-2

    7.2 Funding Assurances ..... 7-2

**Chapter 8 Alternatives to Take ..... 8-1**

    8.1 Endangered Species Act Requirement..... 8-1

    8.2 Take Alternatives ..... 8-1

        8.2.1 No HCP Alternative ..... 8-1

**Chapter 9 References ..... 9-1**

    9.1 Printed References..... 9-1

9.2 Personal Communications ..... 9-4

**Appendix A Evaluation of Federally Listed Species with Potential to Occur in the Plan Area ..... A-1**

A.1 Printed References..... A-7

**Appendix B Evaluation of South-Central California Coast Steelhead in the Plan Area ..... B-1**

B.1 Overview ..... B-2

B.2 Legal Status and Critical Habitat ..... B-2

B.3 Geographic Distribution ..... B-3

B.4 Status in Permit Area ..... B-3

B.5 Life History and Habitat Requirements..... B-4

B.6 Threats and Stressors in the Salinas Lagoon..... B-6

B.7 Project specific impacts ..... B-7

    B.7.1 Sandbar management..... B-7

    B.7.2 Lagoon breaching..... B-7

    B.7.3 Critical Habitat ..... B-8

B.8 Printed References..... B-9

B.9 Personal Communications ..... B-12

**Appendix C Historical Salinas River Lagoon Openings ..... C-1**

## Tables

	<b>Page</b>
Table 2-1. Approximate Extent of Communities and Land Cover Types in the Permit Area.....	2-4
Table 2-2. Western Snowy Plover Nests in the Permit Area 2012-2021 .....	2-16
Table 2-3. Western Snowy Plover Nest Initiation Dates in the Monterey Bay Region 2018-2021.....	2-17
Table 5-1. Biological Goals and Objectives for Covered Species .....	5-12
Table 7-1. Estimated Implementation Costs for the Habitat Conservation Plan.....	7-2
Table 7-2. Monterey County Water Resource Agency Administrative Fund Fiscal Year Appropriations..	7-3
Table 7-3. Monterey County Water Resource Agency Administrative Fund Fiscal Year Ad Valorem Revenues.....	7-3
Table A-1. Evaluation of Federally Listed Species with Potential to Occur in the Plan Area .....	A-2
Table C-1. Historical Salinas River Lagoon Openings .....	C-2

## Figures

	<b>Page</b>
Figure 1-1 Project Location and Regional Map.....	1-3
Figure 1-2. Salinas River Lagoon and Sandbar Management Low Effect HCP Plan and Permit Area .....	1-5
Figure 1-3. Duration of Salinas River Mouth Openings for Water Years 1965 to 2021.....	1-7
Figure 2-1 Landcover Types in the Permit Area.....	2-5
Figure 2-2a. Western Snowy Plover Nests in the Permit Area in 2020 .....	2-19
Figure 2-2b. Western Snowy Plover Nests in the Permit Area in 2019 .....	2-20
Figure 2-2c. Western Snowy Plover Nests in the Permit Area in 2018.....	2-21
Figure 2-2d. Western Snowy Plover Nests in the Permit Area in 2017 .....	2-22
Figure 2-2e. Western Snowy Plover Nests in the Permit Area in 2016 .....	2-23
Figure 2-2f. Western Snowy Plover Nests in the Permit Area in 2015 .....	2-24
Figure 2-2g. Western Snowy Plover Nests in the Permit Area in 2014 .....	2-25
Figure 2-2h. Western Snowy Plover Nests in the Permit Area in 2013 .....	2-26
Figure 2-2i. Western Snowy Plover Nests in the Permit Area in 2012 .....	2-27
Figure 5-1 Monterey Spineflower Mitigation Area.....	5-20

## Acronyms and Abbreviations

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AMMs	avoidance and minimization measures
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
CFR	Code of Federal Regulations
cfs	cubic feet per second
DPS	Distinct Population Segment
eDNA	environmental DNA
ESA	Endangered Species Act
FTE	full time equivalent
HCP	habitat conservation plan
HCP Handbook	Habitat Conservation Planning and Incidental Take Permit Processing Handbook
HUC	hydrologic unit code
ITP	incidental take permit
LTMP	Long-Term Management Plan
MCWRA	Monterey County Water Resources Agency
NEPA	National Environmental Policy Act
NGVD29	National Geodetic Vertical Datum of 1929
NMFS	National Marine Fisheries Service
OSR	Old Salinas River
PCE	primary constituent element
ppt	parts per thousand
Salinas River NWR	Salinas River National Wildlife Refuge
SCCCS	South-Central California Coast steelhead
State Parks	California Department of Parks and Recreation
USC	United States Code
USFWS	U.S. Fish and Wildlife Service
USGS	U.S. Geological Survey

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## 1.1 Overview of the Habitat Conservation Plan

The Salinas River Lagoon and Sandbar Management Low Effect Habitat Conservation Plan (HCP) serves as the basis for an application from the Monterey County Water Resources Agency (MCWRA or Applicant) for an incidental take permit (ITP) from the U.S. Fish and Wildlife Service (USFWS) under the federal Endangered Species Act (ESA). The ITP would provide incidental take authorization of covered species from activities described in this HCP related to the management of the Salinas River Lagoon and sandbar in Monterey County, California (Figure 1-1). This HCP is developed as partial fulfillment of an ITP application pursuant to Section 10(a)(1)(B) of the ESA and regulatory guidance in the *Habitat Conservation Planning and Incidental Take Permit Processing Handbook* (HCP Handbook) (U.S. Fish and Wildlife Service and National Marine Fisheries Service 2016).

The covered activities described in this HCP include management of the water surface elevation in the Salinas River Lagoon via sandbar management to facilitate breaching of the lagoon and avoid or minimize flooding impacts to adjacent agricultural lands and residences. This low effect HCP is expected to be replaced by a more comprehensive HCP called the Salinas River Operations HCP which is currently in development by MCWRA. The Salinas River Operations HCP will include the covered activities and species described herein, as well as other covered activities and species related to a wider range of MCWRA operations. The permit term of this low effect HCP is proposed to be five (5) years based on the expected time needed to implement the covered activities and conservation strategy, and to complete the Salinas River Operations HCP.

There are three federally listed species that have the potential to be affected by covered activities for which MCWRA is seeking take coverage: tidewater goby (*Eucyclogobius newberryi*); western snowy plover, (*Charadrius nivosus nivosus*) Pacific Coast distinct population segment (DPS); and Monterey spineflower (*Chorizanthe pungens* var. *pungens*). Critical habitat for tidewater goby and western snowy plover is also present in the permit area and has the potential to be affected by covered activities. The HCP includes avoidance and minimization measures, a conservation strategy to mitigate effects that cannot be avoided, and an associated monitoring and adaptive management program to ensure the conservation strategy achieves its intended outcomes. The conservation strategy was informed by the conservation recommendations outlined in the Salinas River Long-Term Management Plan (LTMP) (Monterey County Water Resources Agency and State Coastal Conservancy 2019) and by the conservation actions identified in the recovery plans for each of the three covered species.

Overall, management of the Salinas River Lagoon and sandbar is expected to result in temporary impacts to lagoon habitat and approximately 1.35 acres of temporary impacts to beach habitat during each facilitated breach event during the permit term. These temporary impacts will occur in roughly the same location during each breach event and will be mitigated by a combination of data collection, monitoring, and directed research in support of species recovery efforts for tidewater goby; monitoring, and financial support for California Department of Parks and Recreation's (State Parks) plover habitat management and public education program at Salinas River State Beach; and

data collection and invasive plant species removal to enhance beach habitat for Monterey spineflower in cooperation with State Parks.

## 1.2 Geographic Scope

The geographic scope of the HCP encompasses the last reach of the Salinas River, which drains in a northwesterly direction into Monterey Bay and is located at the boundary of the Salinas River State Beach to the north, and the Salinas River National Wildlife Refuge (Salinas River NWR) to the south, approximately 3 miles southwest of the City of Castroville (Figure 1-1).

The HCP defines two different boundaries for the purposes of the HCP, the *plan area* and the *permit area*, each of which is defined below consistent with how they are used in the HCP Handbook.

The *plan area* is the specific geographic area where covered activities described in the HCP, including mitigation, may occur. The plan area includes at least the permit area but often includes lands outside of the permit area.

The *permit area* is the geographic area where the impacts of the covered activities occur for which an ITP is requested. The permit area must be delineated in the ITP and be included within the plan area of the HCP.

For the purposes of this low effect HCP, the plan area and the permit area are the same.

### 1.2.1 Permit Area Boundary

The permit area encompasses approximately 142 acres of the upstream reach of the Salinas River to the Highway 1 Bridge (from the mean high water mark plus 6 feet of elevation) and an approximate 100 foot stretch of the of the Old Salinas River (OSR) north of the slidegate (Figure 1-2).

To determine the permit area, the project boundary delineated by MCWRA for sandbar management activities (Monterey County Water Resources Agency 2022) was assessed in relation to the historical movement of the lagoon and river mouth. The project boundary was overlaid against historic aerial imagery from 1993 – 2021 to determine the extent of movement of the lagoon and river mouth over time. The location of the lagoon and river mouth have been relatively stable since 2012 with some periodic minor expansion to the north, but no significant southward movement. Thus, the southern boundary delineated by MCWRA as the project boundary was deemed likely to encompass any potential southward movement of the lagoon over the five years of the proposed permit term for this low effect HCP. The northern boundary delineated by MCWRA as the project boundary is less likely to encompass the potential for northward expansion of the lagoon over the five years of the proposed permit term and does not include an access path across the sand dunes and beach that is clearly visible on aerial images.

\\PDC\ITRDS\GIS1\Projects\_1\County\_of\_Monterey\00206\_18\_SalinasRiver\Map\Plan\Figures\LowEffect\_HCP\Fig\_1\_1\_ProjectLocation\_20220524.mxd; User: 25110; Date: 5/25/2022

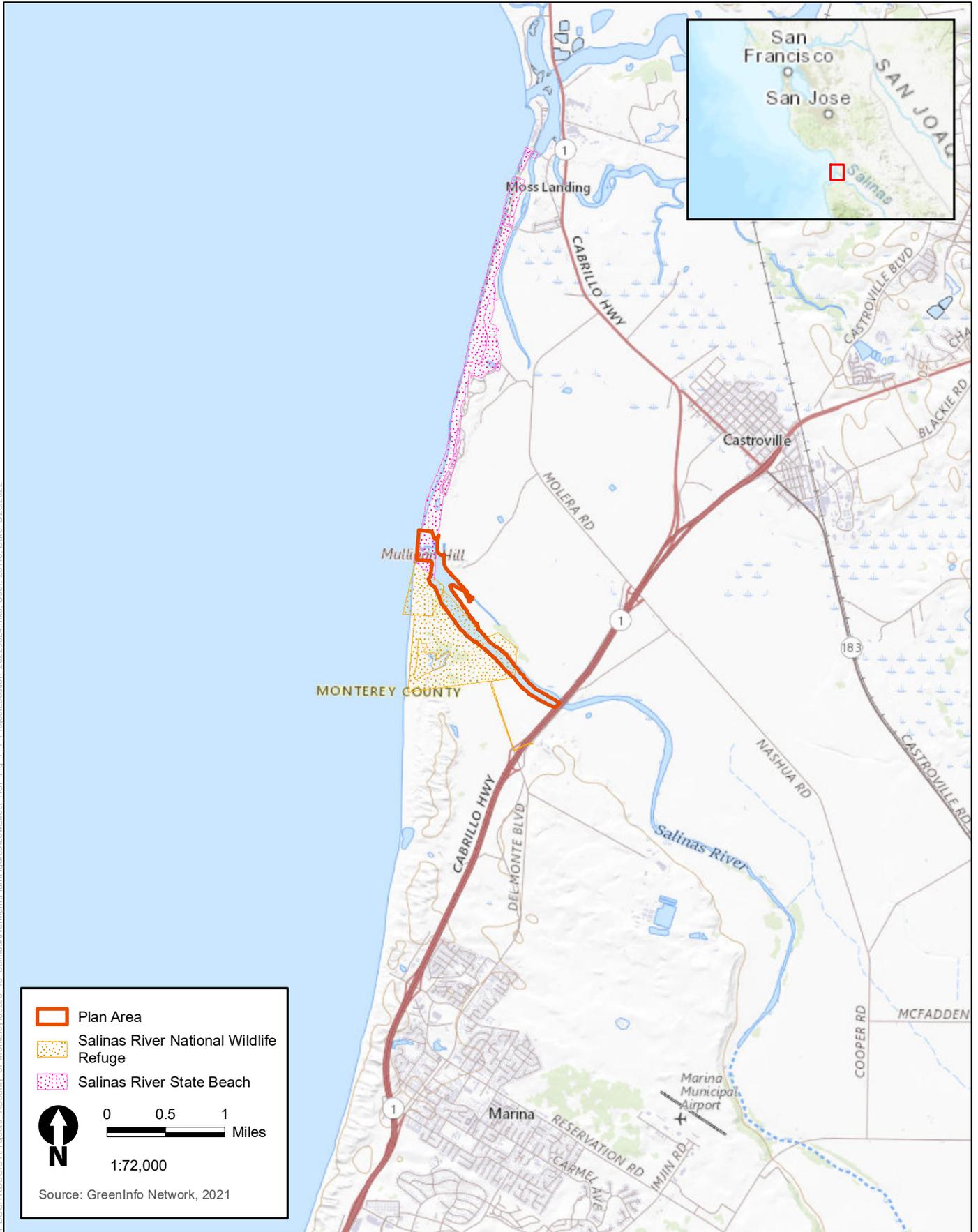


Figure 1-1  
Project Location and Regional Map



The permit area boundary encompasses the project boundary delineated by MCWRA and includes an approximately 250-foot expansion to the north to account for potential northward movement of the lagoon and associated northward movement of the access route needed to reach the breach site. The boundary includes the clearly visible vehicular access path across the dunes and beach, and the western boundary aligns with the mean low tide mark. The permit area includes all areas where covered activities and impacts from covered activities may occur, including the OSR slidegate, equipment staging area, access to the breach site, and breach location. All potential locations for pre-breach tidewater goby sampling fall within the permit area, as do all recent sampling locations for tidewater goby used to inform ongoing lagoon distribution and population studies (Figure 1-2: lettered markers).

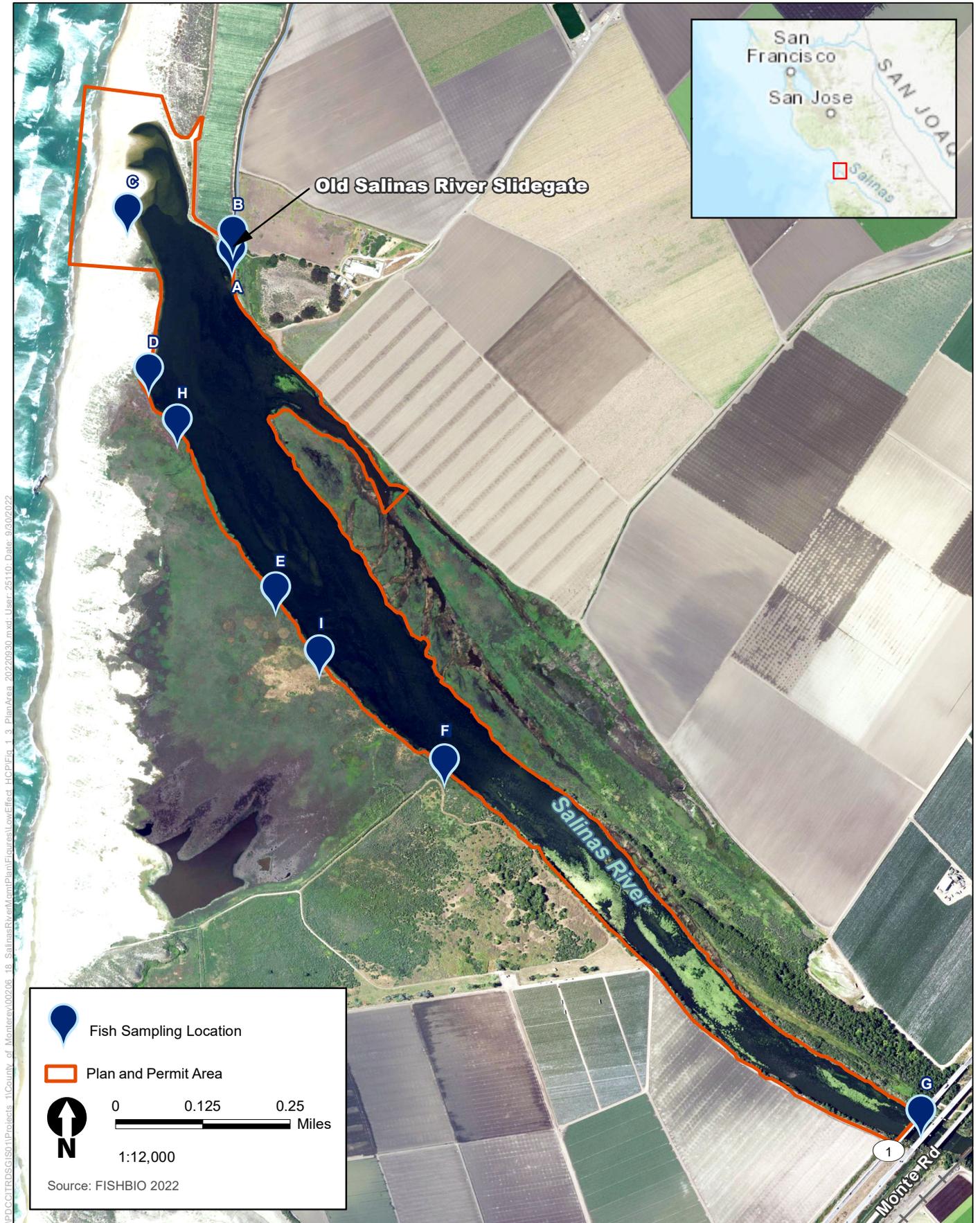
## 1.3 Background

The Salinas River, like most central California coastal river systems, can be hydrologically disconnected from the ocean for most of the year due to a naturally occurring beach sandbar that blocks flows and creates what is known as the Salinas River Lagoon. When the lagoon is blocked by the sandbar, high flow events resulting from winter storms or reservoir releases have the potential to raise the surface elevation of the lagoon (also referred to as *lagoon stage*) to a point high enough to naturally breach the sandbar and reconnect the river to the ocean. However, low-lying upland areas surrounding the lagoon, including agricultural lands and residences, can be negatively affected by flooding at a lower lagoon surface elevation than that necessary for a natural (hereafter referred to as *unassisted*) sandbar breach.

The Monterey County Water Resources Agency Act (California Water Code, Appendix 52) formally established MCWRA as a public flood control and water agency in its current form in 1991<sup>1</sup>. Section 9(e) of the Agency Act defines MCWRA's responsibility to "[c]ontrol the flood and storm waters of the Agency ... and protect from damage from those flood or storm waters the watercourses, watersheds, public highways, life, and property in the Agency...". Under this authority, MCWRA manages the water levels in the Salinas River Lagoon to control flooding in the adjacent uplands. When the Salinas River mouth is closed to the ocean, the water level in the lagoon is regulated using a slidegate to the OSR channel located at the base of Mulligan Hill (Figure 1-2). The OSR channel, an earthen channel approximately 4.5 miles long and 8–200 feet wide, connects the Salinas River Lagoon to Moss Landing Harbor and the mouth of Elkhorn Slough. MCWRA constructed the slidegate at the mouth of the OSR channel in 1996 to replace a degraded slidegate and culvert built in 1990. Flow through the slidegate is limited by the physical capacity of the outlet structure, and by the hydrologic capacity in the OSR channel. Therefore, sandbar management to facilitate a lagoon breach is necessary when outflow through the OSR channel is at capacity and flow in the Salinas River is predicted to cause an increase in lagoon stage that threatens to flood adjacent agricultural lands and homes.

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<sup>1</sup> The agency was previously known as the Monterey County Flood Control and Water Conservation District established in 1947 and organized as a division of the Public Works Department of the County of Monterey.



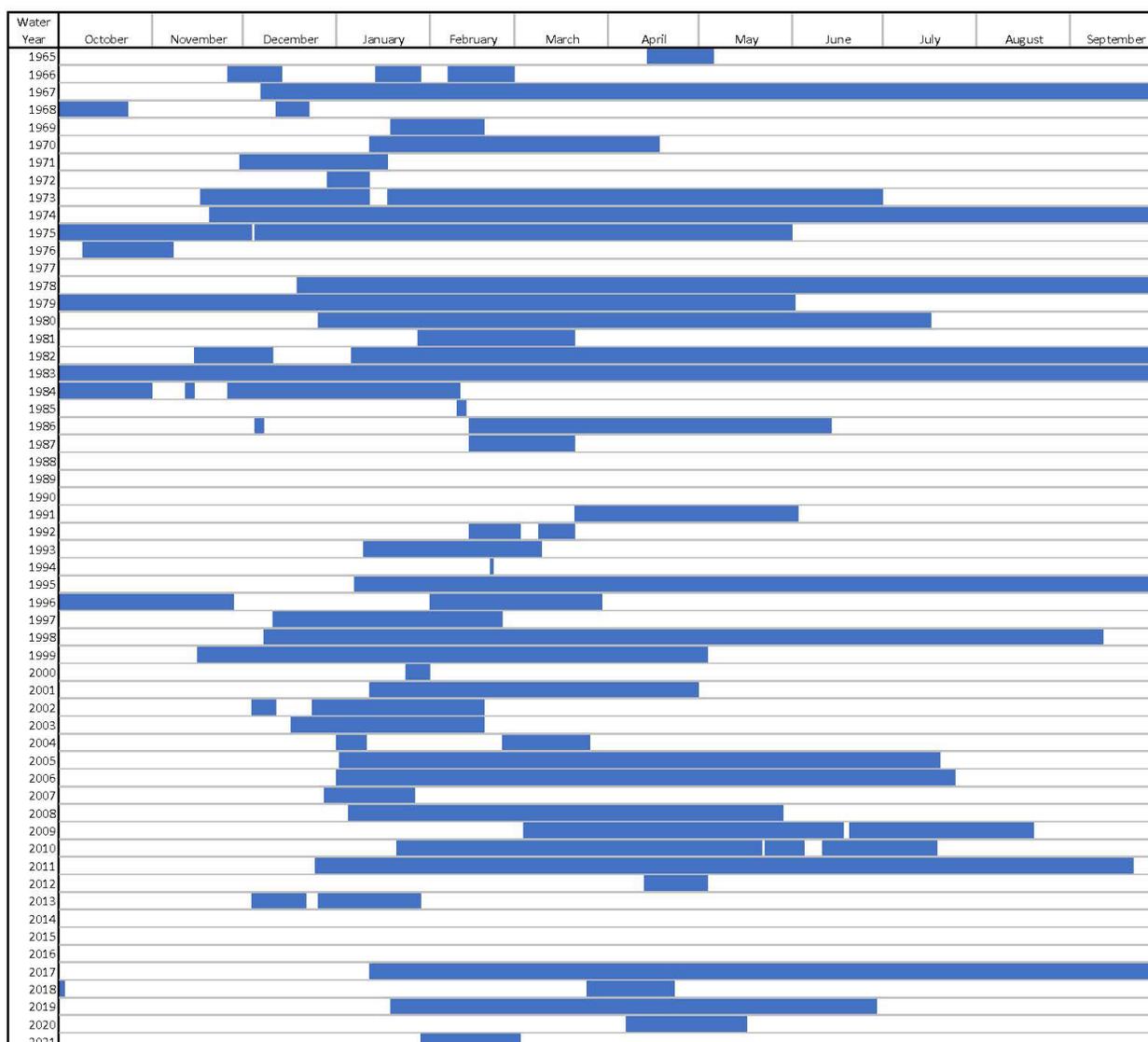
**Figure 1-2**  
**Salinas River Lagoon and Sandbar Management Low Effect HCP**  
**Plan and Permit Area**

To address flooding at and upstream of the Salinas River Lagoon, MCWRA developed the Salinas River Lagoon Sandbar Management Plan Project Description (Monterey County Water Resources Agency 1997). This document defines criteria for managing the sandbar elevation to allow direct outflow of the river to the ocean when water levels in the lagoon are high and flooding in the nearby uplands is imminent. Sandbar management includes two main components to facilitate a breach of the lagoon. First, a drainage channel (referred to as a *pilot channel*) is excavated across the beach sandbar to direct water flow from the lagoon once it reaches a critical elevation and the breach occurs, and then the remaining sandbar is lowered to an elevation that will promote a lagoon breach prior to upland flooding.

Lagoon breaching is most likely to occur in conjunction with winter storms in November, December, or January. Facilitated breaching is typically undertaken by MCWRA during this period and is designed to closely mimic the conditions that would result from an unassisted breach event, but without the associated upland flooding. The initial breach event of the wet season is most likely to be a facilitated breach with subsequent breaches occurring unassisted, although facilitated breaching can occasionally occur anytime between October and June in response to storm events if the sandbar elevation is high enough to promote upland flood risk. MCWRA conducts facilitated breaching during storm events as high flows increase the scour potential at the mouth; if flows are not high enough to scour the sand out of the river mouth, the sandbar has an increased potential to form again before the breach is complete, requiring additional work to maintain the mouth opening. Subsequent breach events throughout the wet season after a facilitated breach are more likely to occur unassisted because the height of the sandbar has often not rebuilt to its pre-breach elevation and water can overtop the sandbar to breach the lagoon without the risk of upland flooding. River flows typically recede in late spring to low levels and, depending on tide and wave conditions, the mouth may close by summer and reform the lagoon. In dry years, river flows from rain events may not be large enough to trigger lagoon breaching (unassisted or facilitated), leaving the sandbar in place for a year or more. Conversely, natural conditions can also cause the mouth to remain open and the river to remain hydrologically connected to the ocean for a year or more (Figure 1-3).

Chapter 3, *Covered Activities*, includes a more detailed description of the activities proposed for coverage under this HCP.

**Figure 1-3. Duration of Salinas River Mouth Openings for Water Years 1965 to 2021**



Notes: Blue bars indicate times the Salinas River was hydrologically connected to the ocean; white indicate times the sandbar blocked the river mouth forming the lagoon.

## 1.4 Permit Term

The *permit term* is the period for which covered activities receive incidental take authorization. The permit term is also when the biological goals and objectives of the HCP must be met.

The permit term of the HCP is proposed to be 5 years. MCWRA proposes this permit term based on the expected time needed to implement the covered activities and conservation strategy, and to complete the Salinas River Operations HCP and the issuance of incidental take permits for that plan.

## 1.5 Applicant

The Monterey County Water Resources Agency is the proposed applicant for this HCP and would be the sole permit holder (Permittee) under the ITP. MCWRA has prepared this HCP pursuant to the requirements of ESA Section 10(a)(1)(B) as well as the permit issuance criteria described in Title 50 of the Code of Federal Regulations [CFR] Section 17.22(b).

The Applicant's future responsibilities and commitments as an ESA Section 10(a)(1)(B) incidental take permit holder are discussed in Chapter 6, *Plan Implementation*, and Chapter 7, *Cost and Funding* of this HCP.

## 1.6 Covered Species

MCWRA is requesting incidental take coverage for three federally listed species that could be adversely affected by the covered activities: tidewater goby, western snowy plover, and Monterey spineflower. All other federally listed plant and wildlife species either do not have the potential to occur in the permit area or are unlikely to be affected by covered activities because key habitat elements are not present or will be avoided. Appendix A provides an evaluation of the federally listed species with a range overlapping the permit area and the rationale for covering or not covering each species under this HCP.

South-Central California Coast steelhead (*Oncorhynchus mykiss*) and critical habitat for the species occurs in the permit area. MCWRA is not requesting incidental take coverage for this species because the covered activities described in the HCP are not expected to result in take of the species. Appendix B provides the rationale for this determination.

## 1.7 Regulatory Framework

### 1.7.1 Federal Endangered Species Act

The purpose of the ESA is to provide a means whereby the ecosystems upon which threatened and endangered species depend may be conserved, and to provide a program for the conservation of such species. USFWS and the National Marine Fisheries Service (NMFS) (collectively, the Services) are responsible for conservation and protection of threatened and endangered species under the ESA, including the listed species covered by this HCP. USFWS has jurisdiction over federally listed plants, invertebrates, wildlife, and freshwater resident fish. NMFS has jurisdiction over all marine species and anadromous fish.

ESA Section 9 prohibits the take of any fish or wildlife species listed under the ESA as endangered. Take of threatened fish or wildlife species is prohibited by ESA Section 4(d). For threatened species, USFWS or NMFS issues regulations upon listing that describe which activities are specifically prohibited by ESA Section 9 and which activities are not prohibited (i.e., allowed without a Section 9 exemption).<sup>2</sup> The ESA includes mechanisms that allow project proponents to apply for exemptions from the ESA Section 9 take prohibitions. These exemptions are addressed in ESA Section

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<sup>2</sup> Before regulations changed in 2019, USFWS issuance of "4(d)" rules for threatened species was optional. Before 2019, if USFWS did not issue a 4(d) rule for a threatened species at the time of listing, the take prohibitions of ESA Section 9 were applied fully, with no exceptions. Western snowy plover was listed as threatened in 1993 and as such, is covered by the protections of the pre-2019 "blanket" 4(d) rule. In 2006, USFWS issued a proposed special rule under section 4(d) that would replace the blanket take prohibition; that special rule was never adopted.

10(a)(1)(B) for nonfederal actions as ITPs. Federal agencies must consult under ESA Section 7 to receive take exemptions for federal actions. The requirements of the relevant sections of the ESA are summarized in the following subsections.

### 1.7.1.1 Endangered Species Act Section 10

Under ESA Section 10(a)(2)(A), a nonfederal party may apply to the USFWS or NMFS for an ITP providing authorization to incidentally take listed species. The application must include an HCP, which must describe the following mandatory elements (50 CFR 17.22[b]).

- The impact that will likely result from the taking of covered species.
- The steps the ITP applicants will take to monitor, minimize, and mitigate such impacts to the maximum extent practicable.
- The funding that will be available to implement such steps.
- The procedures to be used to deal with unforeseen circumstances<sup>3</sup>.
- The alternative actions to such taking the ITP applicant considered and the reasons why such alternatives were not selected.
- Other measures that the Secretary of the Department of the Interior or Commerce may require as being necessary or appropriate for purposes of the HCP.

This HCP is intended to satisfy these requirements of ESA Section 10 for each of the proposed covered species.

USFWS has established and provided a categorical exclusion for a special category of HCP, called a low effect HCP (516 DM 8.5.C(2)). A low effect HCP is defined by USFWS as one that has (1) minor or negligible effects on species and their habitats covered under the HCP both individually and cumulatively and after accounting for minimization and mitigation measures proposed in the HCP; and (2) minor or negligible effects on all other environmental values or resources considered under the National Environmental Policy Act (NEPA), both individually and cumulatively. In order to qualify as low effect, a plan must also be eligible for a categorical exclusion under NEPA.

The issuance of an ITP is also subject to evaluation by USFWS via the ESA Section 7 consultation process described in the following subsection.

### 1.7.1.2 Endangered Species Act Section 7

ESA Section 7 requires all federal agencies, in consultation with the Services, to ensure that any action “authorized, funded, or carried out” by any agency “...is not likely to jeopardize the continued existence of any endangered species or threatened species or result in the destruction or adverse modification” of critical habitat (16 United States Code [USC] 1536(a)(2)). Before initiating an action, the federal agency must determine whether the action may affect listed species or their designated critical habitat. If the agency determines that the action *may affect* a listed species or destroy or adversely modify critical habitat, it is required to consult with either USFWS or NMFS pursuant to Section 7(a)(2) of the ESA. If the agency determines that the action is likely to jeopardize a proposed species or likely to destroy or adversely modify proposed critical habitat, the

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<sup>3</sup> *Unforeseen circumstances* are changes in circumstances affecting a covered species or geographic area covered by the HCP that could not reasonably have been anticipated by the HCP developers, and that result in a substantial and adverse change in the status of a covered species. Refer to Chapter 6.

agency is required to conference with either USFWS or NMFS pursuant to Section 7(a)(4). If the agency determines, and USFWS or NMFS concurs, that the action is likely to adversely affect neither listed species nor designated critical habitat, the consultation is concluded. If the agency determines that the action is likely to adversely affect a listed species or designated critical habitat, a formal consultation is initiated.

During formal consultation, USFWS or NMFS prepares a biological opinion in response to information provided by the action agency. The biological opinion contains an analysis of the effects of the proposed action on listed species and critical habitat and a determination of whether the action is likely to jeopardize the continued existence of the species or destroy or adversely modify designated critical habitat.

Because the issuance of an ITP is a federal action, the Services must consult or confer with themselves under ESA Section 7. This HCP will provide USFWS with supporting information for its intra-Service and inter-Service biological opinions.

The HCP is not intended to alter the obligation of USFWS, as a federal agency, to consult itself or NMFS pursuant to ESA Section 7. USFWS will conduct ESA consultations for covered activities in accordance with the established regulatory process and deadlines (50 CFR 402.14).

## **1.7.2 National Environmental Policy Act**

NEPA, established in 1969, serves as the nation's basic charter for determining how federal decisions affect the human environment (42 USC 4332). Federal agencies must complete environmental documents pursuant to NEPA before implementing discretionary federal actions. Such documents disclose environmental information, assist in resolving environmental problems, foster intergovernmental cooperation, and enhance public participation.

Any federal agency undertaking a major federal action that is likely to affect the human environment must prepare and conduct an environmental review pursuant to NEPA. USFWS's issuance of an ITP under ESA Section 10(a)(1)(B) is a federal action subject to NEPA. USFWS has determined that this HCP qualifies as a low effect HCP and therefore meets the requirements of a categorical exclusion under NEPA, in accordance with U.S. Department of the Interior Departmental Manual 6, Section 516, Chapter 8 (516 DM 8.5.C(2)). To satisfy NEPA requirements, USFWS has prepared an Environmental Action Statement that serves as USFWS's record of NEPA compliance for this categorically excluded action.

## **2.1 Physical Setting**

The Salinas River is located in the Salinas Cataloging Unit watershed hydrologic unit (hydrologic unit code [HUC] 18060005). Hydrologic units are arranged or nested within each other, from large geographic areas (regions) to small geographic areas (cataloging units). Cataloging units are further divided into 8-, 10-, and 12-unit HUCs. HUCs correspond to the natural divisions between watershed boundaries and are based on the U.S. Geological Survey's (USGS) hydrologic unit maps (U.S. Geological Survey 2021). The permit area is located in the HUC 12 Alisal Creek-Salinas River Watershed. The topography of the permit area is relatively flat and elevation ranges between approximately 5 and 15 feet above mean sea level.

### **2.1.1 Hydrology**

Hydrologically, the lagoon is the last reach of the Salinas River, which drains in a northwesterly direction into Monterey Bay from its headwaters in San Luis Obispo County. The last reach of the Salinas River was historically a complex of natural dune, scrub, riparian, wetland, and riverine communities (San Francisco Estuary Institute 2009). The river mouth was likely “meandering,” moving north and south along the beach in response to oceanic and river processes. In the late nineteenth and early twentieth centuries, the Salinas River flowed north along the dune community until it joined Elkhorn Slough and opened to the ocean near Moss Landing (San Francisco Estuary Institute 2009). With the construction of Moss Landing Harbor, in addition to agricultural and residential development beginning in the 1950s, the northward connection to the ocean was severed and the river mouth now opens to the ocean in its current position just southwest of the small, unincorporated town of Castroville.

Upstream of the Salinas River Lagoon, the natural hydrology of the river and its primary tributaries have been altered by several manmade structures managed by MCWRA including the Salinas River Diversion Facility, Nacimiento Reservoir, and San Antonio Reservoir. With the exception of the last 15 miles, the reach of the river running through the Salinas Valley was historically broad and sandy, spanning up to about a half mile wide. Prior to the construction of the reservoirs and diversion, this reach experienced a considerable amount of variability in seasonal flows on both an average and inter-annual basis. During the wet season, the sediment-laden Salinas River would flood and overflow onto the adjacent bottomlands, depositing sand as the river receded (San Francisco Estuary Institute 2009). During the dry season, the Salinas River was described as a discontinuous, shallow brook that regularly maintained baseflows and substantial summertime pools in many of the reaches (San Francisco Estuary Institute 2009). Relative to historical conditions, the channel bed in this reach has narrowed significantly and substantial agricultural conversion has occurred in what was once the bottomlands, resulting in extensive reduction of the riparian corridor (Monterey County Water Resources Agency 2014). Landowners along much of the Salinas River have historically constructed levees (often not engineered and composed of sand, broken concrete, and other construction materials) to protect agricultural lands from flooding (Monterey County Water Resources Agency 2014) further reducing the historical floodplain of the river and constraining flows.

The management of reservoir releases and diversions alter historical hydrology in two primary ways: by decreasing flows during the wet season and increasing flows during the dry season. Through these upstream structures, MCWRA manages surface water to reduce flooding and help recharge the groundwater table which supplies most agricultural and municipal demand in the Salinas Valley.

In years when river flow is insufficient to maintain connectivity to the ocean, a naturally occurring sandbar separates the Salinas River from the ocean to form the lagoon. Facilitated breaching of the Salinas River Lagoon for flood control via sandbar management has been conducted since approximately 1910, and around 1965, MCWRA became the agency responsible for the sandbar management program (Entrix Inc. 2001). Over the past two decades, on average during the spring, summer, and fall, the lagoon surface water elevation has been maintained at approximately 3.5 feet National Geodetic Vertical Datum of 1929 (NGVD29). Thus, the managed conditions in the lagoon are considered normal circumstances.

## 2.1.2 Precipitation and Growing Season

The climate in the vicinity of the Salinas River Lagoon is temperate with warm, dry summers and cool, wet winters. National Weather Service cooperative weather station number SNSC1 (Salinas No. 2) is the closest weather station to the Salinas River Lagoon. Average annual precipitation at this weather station is approximately 15.38 inches, with most rain falling between the months of November and April. The average annual temperature is approximately 58.4 degrees Fahrenheit (U.S. Department of Agriculture, Natural Resources Conservation Service 2022a). Due to the temperate climate, the growing season is typically year-round.

Based on data from the National Weather Service California Nevada River Forecast Center (Salinas No. 2), the Salinas River Lagoon vicinity received below average precipitation for the 2020-2021 water year, recording only 7.69 inches or 50 percent of average for the year. Total recorded precipitation for the 2021-2022 water year is 5.69 inches. The water year starts on October 1 and the most current data are based on the months of November 2021 through August 2022 (National Weather Service 2022).

## 2.1.3 Soils

The permit area is dominated by water which makes up 79.2 percent of the area, and the following soil types as identified by the U.S. Department of Agriculture, Natural Resources Conservation Service (2022b).

- **Dune Land** is the major soil type in the permit area, comprising 16.8 percent of the area. It is not listed as hydric. This soil consists of parent material made up of quartz and feldspar eolian sands. The upper 60 inches of the profile is characterized as fine sand that is very well drained.
- **Psamments and Fluvents** is the next most abundant soil type, comprising 2.1 percent of the area. This type is not hydric and is composed of parent material of sandy and gravelly alluvium derived from sedimentary rock. The typical profile is characterized as up to 79 inches of sand that is excessively drained.
- **Pacheco clay loam** (1.9 percent of the area) is a hydric soil type found in flood plains. Parent material is alluvium derived from sedimentary rock with a deep profile, up to 79 inches, of clay

loam overlaying fine sandy loam, loam, and silty clay loam. This type is poorly drained and is classified as Prime Farmland when irrigated.

- **Coastal Beaches** (1.8 percent of the area) is listed as hydric. This soil consists of parent material made up of sandy and gravelly beach sand. The upper 60 inches is characterized as sand with a very low water holding capacity and frequent flooding.
- **Alviso Silty Clay Loam** (1.7 percent of the area) is a hydric soil type consisting of silty and clayey alluvium derived from sedimentary rock. The typical profile includes 14 inches of silty clay loam overlaying silty clay to a depth of 45 inches, and very fine sand to a depth of 60 inches. This soil type is classed as very poorly drained with frequent flooding.
- **Metz Fine Sandy Loam** (1.2 percent of the area) is not listed as hydric. Parent material is sandy alluvium derived from sedimentary rock. The profile of this soil type typically consists of 12 inches of fine sandy loam over stratified sand to very fine sandy loam to a depth of 99 inches. When irrigated, it is classified as Prime Farmland and is somewhat excessively drained.

## 2.2 Biological Resources

This section presents an overview of the biological setting of the permit area. It describes the baseline biological conditions upon which the effects analysis (Chapter 4, *Effects of Covered Activities*) and conservation strategy (Chapter 5, *Conservation Strategy*) are based.

### 2.2.1 Ecoregion

*Ecoregions* are areas that exhibit general similarity in their ecosystems and in the composition of their biotic and abiotic phenomena, including geology, physiography, vegetation, climate, soils, land use, wildlife, and hydrology. Ecoregions have been designated in California to help structure and implement management strategies for federal and state agencies and other organizations responsible for resource management. The permit area is included in the Central California Foothills and Coastal Mountains Level III Ecoregion. This ecoregion is defined by its Mediterranean climate (hot dry summers and cool moist winters) and associated vegetation comprised primarily of chaparral and oak woodlands, grasslands in lower elevations, and patches of pine at high elevations. The permit area also overlaps the Monterey Bay Plains and Terraces ecoregion subregion (level IV).

The Monterey Bay Plains and Terraces subregion (6w) occurs near the mouth of the Salinas River along the coast and consists of alluvial plains and terraces that wrap around Monterey Bay. The climate is cooler and wetter than adjacent subregions farther upstream in the watershed due to the marine-influenced climate, which receives more precipitation and consistent summer fog. Its geology is shaped by quaternary marine and non-marine deposits, and elevations range from about 0–400 feet above sea level. Extensive sand dunes are present along the coast and support some herbaceous plant communities with coastal scrub and sage common on stabilized dunes in the southeast of Monterey Bay. The surrounding plains are home to species such as coast live oak (*Quercus agrifolia*) and California oatgrass (*Danthonia californica*). Soil moisture regimes are mostly xeric with some aquic regimes on floodplains. Soluble salts have accumulated in some soils near the ocean. In estuaries, including the Salinas River Lagoon, pickleweed (*Salicornia* spp.) is common.

## 2.2.2 Natural Communities and Land Cover Types

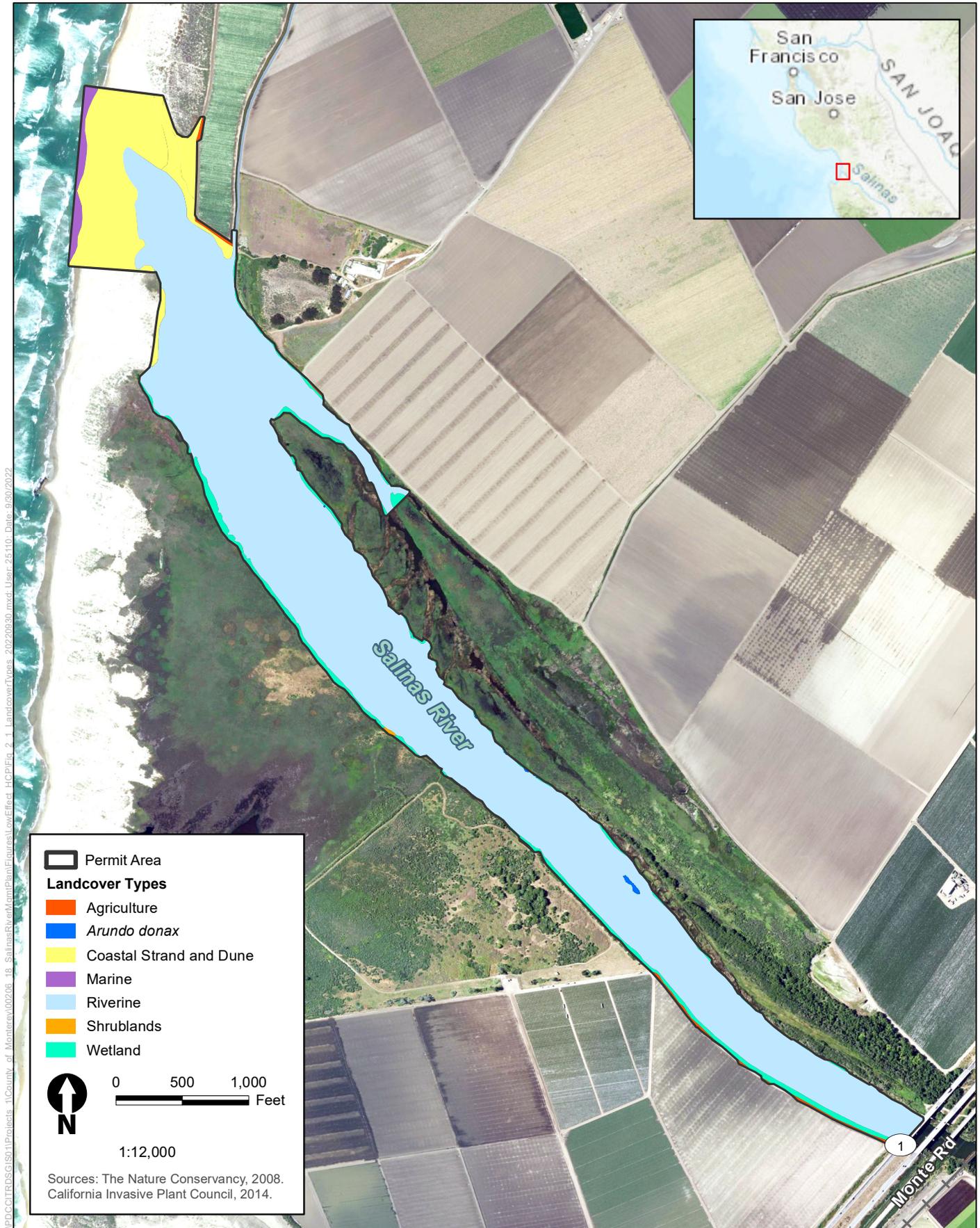
Communities are composed of land cover types that are grouped together because of similarity in vegetation type, vegetation structure, ecological function, and current land use. A *land cover type* is defined as the dominant character of the land surface discernible from aerial photographs, as determined by vegetation, water, or human uses. Land cover types are the most widely used units in analyzing ecosystem function, habitat diversity, natural communities, wetlands and streams, and covered species habitat.

The Salinas River Lagoon is in the Central Coast subregion of the California Floristic Province (Baldwin et al. 2012). The vegetation surrounding the majority of the Salinas River Lagoon is natural and not actively managed (e.g., not mowed, planted, or irrigated) and is located within the boundaries of public lands at the Salinas River State Beach to the north and the Salinas River NWR to the south, with privately owned land along the northeast. The eastern banks of the lagoon are substantially disturbed due to prior armoring and other placement of fill to support the adjacent agricultural lands. The natural communities and land cover types in the permit area were mapped to inform the LTMP (Monterey County Water Resources Agency and State Coastal Conservancy 2019) and are shown in Table 2-1 and Figure 2-1.

**Table 2-1. Approximate Extent of Communities and Land Cover Types in the Permit Area**

Salinas River Lagoon Communities and Land Cover Type	Acres in the Permit Area	Percent of Permit Area
<b>Coastal Strand and Dune Communities</b>		
Pacific coastal beach and dune	18.02	12.7%
<b>Shrublands</b>		
Californian chaparral	0.04	0.03%
<b>Riparian</b>		
<i>Arundo donax</i>	0.14	0.10%
<b>Wetlands</b>		
North American Pacific coastal salt marsh	5.04	3.6%
<b>Riverine</b>		
Riverine	116.40	82.3%
<b>Marine</b>		
Marine	1.34	0.93%
<b>Agriculture</b>		
Fallow field and weed vegetation	0.48	0.34%
<b>Total</b>	<b>141.42</b>	<b>100%</b>

Note: Estuarine habitat is not mapped separately from riverine habitat for the Salinas Lagoon.



**Figure 2-1**  
**Landcover Types in the Permit Area**

### 2.2.2.1 Coastal Strand and Dune Communities

Coastal dunes are dynamic plant communities that respond to a moving sand substrate, wind and wave patterns, and changing dune and beach configurations. Blowing sand undermines and buries plants, but most dune plants are adapted to shallow burial and blasting by sand. Large areas of destabilized sand, called “blowouts,” result in large-scale removal of vegetation and change in dune structure. As plants reinvade the bare sand, they stabilize the dune. Native plants found on the coastal dunes of the Salinas River Lagoon include coastal sand verbena (*Abronia latifolia*), pink sand verbena (*Abronia umbellata* var. *umbellata*), beach sagewort (*Artemisia pycnocephala*), beach bur (*Ambrosia chamissonis*), beach evening primrose (*Camissonia cheiranthifolia* ssp. *cheiranthifolia*), beach morning-glory (*Calystegia soldanella*), Douglas’ bluegrass (*Poa douglasii*), mock heather (*Ericameria ericoides*), wild buckwheat (*Eriogonum latifolium*) (also known as coast buckwheat), seacliff buckwheat (*Eriogonum parvifolium*) and cudweed aster (*Corethrogyne filaginifolia*).

There are an estimated 18.02 acres of coastal strand and dune communities in the permit area accounting for approximately 12.7 percent of the habitat in the permit area. Coastal strand and dune communities occur north and south of the Salinas River Lagoon, mainly on protected lands such as Salinas River State Beach and Salinas River NWR. Much of the habitat is composed of beaches, bluffs, blowouts, and disturbed dunes that are generally devoid of vegetation because of frequently moving substrates. The vegetation that establishes in these areas consists of species tolerant of frequent ground disturbance such as sea rocket (*Cakile maritima*; *C. edentula*), beach evening primrose, soft chess (*Bromus hordeaceus*), ripgut brome (*Bromus diandrus*), annual fescue (*Festuca* ssp.) and kikuyu grass (*Pennisetum clandestinum*). Some areas support a stabilized dune community dominated by the nonnative, aggressive iceplant (*Carpobrotus edulis*), which forms extensive mats. While it provides cover for some wildlife, it crowds out native plant species and provides very little forage material for wildlife.

### 2.2.2.2 Shrublands

The shrublands natural community is composed of chaparral and scrub land cover types. Chaparral habitats include a variety of shrubs with thick, stiff, sclerophyllous leaves where no one species is clearly dominant. At maturity, this community can be dense and nearly impenetrable. Stand structure is dependent on age since last burn, precipitation, aspect, and soil type. Dominant species include chamise (*Adenostoma fasciculatum*), birchleaf mountain mahogany (*Cercocarpus betuloides*), silktassle (*Garrya* spp.), coyote bush (*Baccharis pilularis*), hollyleaf cherry (*Prunus ilicifolia*) and several species of ceanothus (*Ceanothus cuneatus*, *C. leucodermis*), manzanita (*Arctostaphylos glandulosa*, *A. glauca*), redberry (*Rhamnus ilicifolia*, *R. crocea*) and oak (*Quercus chrysolepis*, *Q. dumosa*, *Q. berberidifolia*, *Q. wizlizenii*) (U.S. National Vegetation Classification System 2017, Mayer and Laudenslayer 1988, Holland 1986).

A very small area of chaparral is located in the permit area (0.04 acre). Maritime chaparral is a coastal form of chaparral associated with specific soil conditions, and its occurrence may be limited to the summer fog zone. It is characterized by a wide variety of evergreen, sclerophyllous shrubs occurring in moderate to high density on sandy, well-drained substrates. This community is primarily dominated by woollyleaf manzanita (*Arctostaphylos tomentosa* subsp. *tomentosa*). Other species found in the shrub layer include chamise, Toro manzanita (*Arctostaphylos montereyensis*), sandmat manzanita (*Arctostaphylos pumila*), toyon (*Heteromeles arbutifolia*), blue blossom ceanothus (*Ceanothus thrysiflorus*), and Monterey ceanothus (*Ceanothus rigidus*).

### 2.2.2.3 Riparian

The riparian natural community consists of a multilayered woody plant community dominated by a hydrophytic tree overstory and diverse shrub layer associated with riverine water sources. In mature riparian forests, canopy heights reach up to 100 feet and canopy cover ranges from 20 to 80 percent. Historically, riparian communities were vast and dense throughout the Salinas Valley floor, often immediately adjacent to the river extending over 0.5 mile on one or both sides of the main channel. In the vicinity of the lagoon, the riparian community is limited to small patches of *Arundo donax* (giant reed; referred to herein as Arundo).

Arundo is known as one of the worst plant invaders of California's riparian and wetland communities. It is a fast-growing, tall grass species that spreads easily, consumes large amounts of water, forms dense monotypic stands, crowds out native vegetation, degrades wildlife habitat, increases fire frequencies, and causes flooding into adjacent upland areas during high flow events. Similar to bamboo, Arundo is a clonal grass species native to eastern Asia. It can reproduce sexually (i.e., cross pollination) and asexually (i.e., vegetative propagation) originating from a large fleshy rhizome that forms dense mats underground. With its high reproductive fitness, the species is very successful in colonizing habitats where water is easily accessible and establishing thick stands over short timeframes. As a result, Arundo has developed into a major threat to California's riparian communities and the endemic species that rely on them. As of 2011, approximately 8,907 acres of Arundo were mapped in coastal California watersheds from Monterey to San Diego (California Invasive Plant Council 2011). Of this total, the Salinas River supported 2,006 acres (23% of known Arundo stands mapped in all of coastal California) in 2011. The permit area includes 0.14 acre of Arundo, upstream of the lagoon.

### 2.2.2.4 Wetlands

The wetland natural community includes habitats subject to seasonal or perennial flooding or ponding and may have hydrophytic herbaceous vegetation. Salt marsh and freshwater wetlands generally differ in their surface area to volume ratio, water level fluctuations, and vegetation cover. Salt marsh wetlands typically support halophytic (i.e., plants that grow in high salinity water) vegetation, while freshwater wetlands do not. Historically, wetland communities in the Salinas River Valley dominated the coastal sloughs and lagoons in the form of salt or brackish marshlands (as they do today) as well as in abandoned channels of the Salinas River adjacent to the active floodplain.

Coastal salt marsh contains halophytic wetland vegetation located below the high tide line, subject to the ebb and flow of daily tides. Coastal salt marsh vegetation colonizes microhabitats within intermittently or perennially tidal areas dependent upon tidal elevations and drainage patterns. Zones include low marsh, middle marsh, and high marsh. Salt marsh vegetation in the Salinas River Lagoon can be characterized as a remnant patch of the high marsh zone dominated by a variety of halophytes including woody pickleweed (*Salicornia pacifica*), jaumea (*Jaumea carnosa*) alkali-heath (*Frankenia salina*), saltgrass (*Distichlis spicata*), and marsh gumplant (*Grindelia hirsutula*). High marshes typically occur in drier areas of the marsh above the mean high water level along elevated or relatively better-drained sediment deposits. Approximately 5.04 acres of coastal salt marsh habitat occurs in the permit area.

### 2.2.2.5 Riverine

The Salinas River is the third largest riverine system in California, and accounts for approximately 116.4 acres (82.3 percent) of the permit area. The Salinas River supports a defined bed and bank, is subject to tidal action, and sustains perennial flows which are navigable up to River Mile 7. Historically, the river was characterized by a dynamic, vegetated floodplain about a half a mile wide surrounded by a complex set of lower and higher terraces that ranged from 75 to 150 feet above the riverbed (San Francisco Estuary Institute 2009). Channel migration was common, but dramatic lateral shifts in channel alignment occurred in the river's lowest 15 miles. Many old channels in this downstream section are identified as lowland sloughs today, such as Tembladero and Alisal Sloughs. Upland vegetation is present in some areas between the margin of the Mean High Water and High Tide Line. Plant species in these areas are part of the coastal dune natural community. Dominant plant species include coastal sand verbena, beach sagewort, and beach bur.

### 2.2.2.6 Estuarine

The estuarine natural community consists of tidally influenced aquatic areas below the topographical contour that corresponds to the maximum possible extent of the tides. This natural community is subject to tidal fluctuations in water height that may be natural or muted by human-made structures such as tidal gates or culverts. An estuary is a semi-enclosed body of water where two other waterbodies, usually saltwater and freshwater, meet and mix. Examples of estuaries include bays, lagoons, sounds, and sloughs. The acreage of estuarine habitat occurring in the permit area is variable and dependent on the river remaining hydrologically connected to the ocean.

The Salinas River Lagoon is a bar-built estuary, which is the dominant estuary type in California. Many of these small estuaries are subject to closure with a sand barrier separating a lagoon estuary from the ocean for days, months, or even years. In the lagoon impounded behind the sand barrier, water levels may rise or fall depending on net water budget, and water quality extremes may develop. The frequency and duration of inlet closure varies naturally across bar-built estuaries and across years, and can be altered by mouth management (i.e., breaching). The mouth state is not binary (fully open or fully closed) as these systems transition among multiple mouth states, including non-tidal phases (closed mouth), perched overflow, tidal choking (muted tides relative to ocean), and fully tidal (fully open mouth). The salinity regime of a bar-built estuary can be highly variable, exhibiting tidal fluctuations when open; also, different bar-built estuaries can be entirely fresh, vertically stratified, or entirely hypersaline when closed, dependent on the hydrological balance and the condition of the sand barrier at the mouth of the system.

### 2.2.2.7 Marine

The marine environment of Monterey Bay is widely recognized as important habitat for an array of marine wildlife and has been approved for federal protection as part of the Monterey Bay National Marine Sanctuary. Most species of marine mammals and seabirds that occur in Monterey Bay occur as non-breeding residents or spring and fall migrants. Special-status birds may fly over the marine range area or float in the open water, and southern sea otters (*Enhydra lutris nereis*) may occasionally feed in the marine range area, but there are no important marine mammal haul-out or breeding areas (EMC Planning Group and EDAW 1997). Species in the marine environment known to occur in the permit area include harbor seals (*Phoca vitulina*), California sea lions (*Zalophus californianus*), and aquatic species such as South-Central California Coast steelhead and tidewater goby. Approximately 1.34 acres of Monterey Bay are located along the coastline of the permit area.

### 2.2.2.8 Agriculture

This land cover type is predominantly characterized by tilled land supporting various fruits, vegetables, and hay crops. Row crops are those areas tilled and cultivated for common agricultural crops such as strawberries, lettuce, artichoke, and cauliflower. Irrigated or dry, these crops are usually harvested in rows as edible or useful herbaceous products for stock or human use. Agricultural crop fields are also occasionally planted for both animal forage and to improve nitrogen levels, as with legumes such as alfalfa (*Medicago sativa*) or sweet clovers (*Melilotus* spp.). This land cover type includes ruderal areas and areas that have been left fallow for several growing seasons. Ruderal sites may be dominated by weeds such as black mustard (*Brassica nigra*) or thistles. Approximately 0.48 acre of agricultural lands occur in the permit area.

## 2.2.3 Covered Species

This section describes the relevant ecology and threats for each of the three covered species. See Appendix A and Appendix B for the rationale for not covering other species in this HCP.

### 2.2.3.1 Tidewater Goby

Tidewater goby is listed as endangered under the ESA (59 FR 5494). USFWS proposed in 2014 to reclassify tidewater goby as threatened (79 FR 14340). However, to date, tidewater goby remains listed as endangered because of ongoing and likely increasing threats of urbanization, artificial breaching, stochastic environmental conditions, and introduced predators. Tidewater goby is also identified as a Species of Special Concern by the California Department of Fish and Wildlife (CDFW).

#### Geographic Distribution

Tidewater goby is endemic to California and found primarily in waters of coastal lagoons, estuaries, and marshes that are relatively protected from the marine environment. Tidewater goby historically ranged from Tillas Slough (mouth of the Smith River, Del Norte County) to Agua Hedionda Lagoon (northern San Diego County) (U.S. Fish and Wildlife Service 2007a). It is currently found throughout the known historic range but occupies fewer locations than historically, having been extirpated from some sites as a result of drainage, water quality changes, introduced predators, and drought. The species is naturally absent from several large (50- to 135-mile) stretches of coastline that lack lagoons or estuaries, and that have steep topography or swift currents that may prevent tidewater goby from dispersing between adjacent localities. These natural gaps in the distribution include a 100-mile stretch of coastline from the Eel River (Humboldt County) to Ten Mile River (Mendocino County); a 60-mile stretch between Lagoon Creek (Mendocino County) and Salmon Creek (Sonoma County); and a 100-mile stretch between the Salinas River (Monterey County) and Arroyo del Oso (San Luis Obispo County). Tidewater goby is also absent from an 80-mile stretch of coastline between the Los Angeles Basin (city of Santa Monica, Los Angeles County) and San Mateo Creek on Camp Pendleton (San Diego County) as a result of habitat loss and alteration (79 FR 14340).

#### Life History and Habitat Requirements

Tidewater goby generally lives for only one year, with few individuals living longer than a year (Moyle 2002). Juveniles that survive to maturity breed the following season (U.S. Fish and Wildlife Service 2007a). Reproduction can occur across a range of conditions at any time of the year, but it tends to peak in spring, with a second, smaller peak in late summer. Tidewater goby prefers a sandy

substrate for breeding, but they can be found on rocky, mud, and silt substrates as well. Male tidewater gobies initiate spawning by digging a burrow in unconsolidated, clean, coarse sand; the composition of the substrate and the availability of sediments are important for burrow construction and spawning. Males may dig multiple burrows placed at least 3 or 4 inches apart to attract a female. Female gobies fight for access to males with burrows in which to lay their eggs and will lay 300 to 500 eggs per clutch in 6 to 12 clutches per year. Males continuously guard the burrow for approximately 9 to 11 days until the eggs hatch. Following hatching, the larvae live in vegetated areas of estuaries until they reach 0.5 to 0.7 inches standard length, at which time they have matured sufficiently to become free-swimming and benthic. Tidewater goby feeds on small aquatic animals such as shrimp, amphipods, ostracods, and midge larvae and other aquatic insects (U.S. Fish and Wildlife Service 2005).

Tidewater goby is a bottom dweller typically found in lagoon margin habitat at water depths of less than 3 feet, although the species can occur at water depths up to 15 feet in large lagoons. Goby prefers habitat with salinity less than 12 parts per thousand (ppt), and inhabits areas of slow-moving water, avoiding strong wave action or currents. Tidewater goby appears to spend all life stages in lagoons, estuaries, and river mouths, although it has been documented in slack freshwater habitats as far as 5 miles upstream from San Antonio Lagoon in Santa Barbara County (U.S. Fish and Wildlife Service 2005). The presence of backwater and marshy habitats, which may provide refuge habitat during winter flood flows, likely aids in the persistence of the species in lagoons. Optimal lagoon habitats are shallow, sandy-bottomed areas, surrounded by beds of emergent vegetation. Open areas are critical for breeding, while vegetation is critical for overwintering survival and probably for feeding.

Tidewater goby habitats are typically separated from the Pacific Ocean by sandbars for most of the year, which effectively isolates populations and prevents fish from moving amongst existing populations or colonizing new habitats. Because migration between populations is relatively rare, substantial genetic differences have developed among tidewater goby populations (e.g., McCraney et al. 2010). As a species, tidewater goby is thought to persist as a metapopulation, wherein individual subpopulations in relatively isolated habitats experience localized extirpation and are then recolonized during periods of ocean connectivity (Lafferty et al. 1999a, Lafferty et al. 1999b). In the metapopulation model, sub-populations survive or remain viable through continued exchange of individuals, or recolonizations after extirpations. Extinction and recolonization rates are higher in the southern portion of the tidewater goby range, lending evidence for the metapopulation structure (Lafferty et al. 1999a, Lafferty et al. 1999b), whereas subpopulations are more stable along California's North Coast and may exhibit drift in isolation rather than a metapopulation structure (Kinziger et al. 2015).

When bar-built estuaries breach, generally during periods of high rainfall and large surf, they often drain rapidly. This is followed by an influx of ocean water with the tidal cycle, which drastically changes the salinity and temperature of the habitat. Adult tidewater gobies have a broad tolerance for environmental changes to cope with such dramatic fluctuations. Monitoring of 17 populations post-flood has shown that tidewater goby can persist in occupied habitats after flood events without significant changes in population size, even when slack water refuge habitat is apparently unavailable (Lafferty et al. 1999b, U.S. Fish and Wildlife Service 2007a). In contrast, observations of artificial breaching events at three coastal lagoons that caused substantial dewatering of the lagoons found large numbers of stranded tidewater goby in dewatered areas, as well as freshly dead goby in the wrack line along the ocean beach in one instance (Swift et al. 2018). Juvenile gobies also appear less resilient to breaching events and suffer high rates of mortality when exposed to increases in

salinity (Hellmair and Kinziger 2014). Tidewater goby is rarely observed in the ocean; therefore, migration between lagoons probably is carried out by more resilient adults after flood events flush individuals into the littoral zone where strong longshore currents can move small fish substantial distances down the coast (Lafferty et al. 1999b, U.S. Fish and Wildlife Service 2005).

The ability of tidewater goby to reproduce under a variety of environmental conditions throughout the year means that a large range of individual ages and sizes can often be observed in tidewater goby populations at any given time. This reproductive strategy may increase the resilience of the population to the stress of estuary breaching events by balancing the risk of high juvenile mortality with maximized reproductive output (Hellmair and Kinziger 2014). Some reproduction can occur during all times of the year ensuring the continual presence of salinity-tolerant adults, while peak spawning activity is observed during late spring and summer, when the chance of estuary breaching and high juvenile mortality is lower. However, some tidewater goby populations found along the northern California coast are composed entirely of similar-sized individuals, indicating that their reproductive period is restricted to a particular time of year (Hellmair and Kinziger 2014). This demographic variation is often mirrored in a population's genetic diversity so that populations with a diversity of fish sizes and ages tend to also have higher genetic diversity, while those composed of similar-sized individuals tend to be more genetically similar (Hellmair and Kinziger 2014). Furthermore, the lack of size and age diversity within populations of low genetic diversity appears to increase their vulnerability to environmental disturbance. In such populations, reproduction is mostly limited to a short window of time, and a spike in salinity during or shortly after this period when the population consists exclusively of small, less tolerant individuals can lead to extirpation. In contrast, the continuous presence of adults with broader physiological tolerance makes it more likely for goby populations with diverse age demographics to persist through such events (Hellmair and Kinziger 2014).

## Threats

Tidewater goby is threatened by modification and loss of habitat resulting from coastal development, channelization of streams and estuaries, diversions of water flows, groundwater overdrafting, and alteration of water flows. Potential threats also include discharge of agricultural and sewage effluents, increased sedimentation from improper agricultural activities, unnatural breaching of estuaries and lagoons, upstream alteration of natural sediment flows, introduction of predatory fishes and invasive plants, and direct habitat damage and watercourse contamination resulting from vehicular activity in the vicinity of lagoons.

The tidewater goby recovery plan (U.S. Fish and Wildlife Service 2005) identifies four primary actions to address threats to the species and aid recovery: (1) Monitor, protect and enhance currently occupied tidewater goby habitat; (2) Conduct biological research to enhance the ability to integrate land use practices with tidewater goby recovery and revise recovery tasks as pertinent new information becomes available; (3) Evaluate and implement translocation where appropriate; and (4) Increase public awareness about tidewater gobies. Primary tasks recommended for recovery in critical habitat Sub-Unit GB11 include surveys to identify additional tidewater goby habitat in the Salinas Valley and reintroduction of the species to appropriate habitat. In addition, the most recently available 5-Year Review for tidewater goby (U.S. Fish and Wildlife Service 2007a) identifies the need for increased data collection and the need for habitat protection as high priority recovery actions.

## Status in Permit Area

The Salinas River is located within designated critical habitat Sub-Unit GB11 in the Greater Bay Recovery Unit. Within the boundaries of the sub-unit, available tidewater goby habitat in the river encompasses approximately 250 acres from the mouth of the river to approximately 1.85 miles upstream of the Highway 1 bridge; the OSR is not included in the designation (U.S. Fish and Wildlife Service 2005, 78 FR 8745). The species was collected from this locality in 1951, but was not detected during surveys in 1991, 1992, 2004, or 2010-2012 and was presumed extirpated. The extirpation of tidewater goby in the Salinas River may have occurred during a time period when poorly treated sewage was discharged into the lagoon, causing algal blooms and resultant anoxic conditions (U.S. Fish and Wildlife Service 2005). Bennet Slough to the north, also within Sub-Unit GB11, has maintained a persistent population of tidewater goby which genetic analysis has shown are highly significantly differentiated from all other tidewater goby in the Greater Bay Recovery Unit (U.S. Fish and Wildlife Service 2005). The large number of interconnected waterways in the Salinas Valley make it likely that tidewater goby persists in other localities in this sub-unit.

In 2013, two individual tidewater goby were found during routine fish monitoring surveys in the Salinas River Lagoon, with both individuals observed along the sandbar at the northwestern edge of the lagoon. In routine fish monitoring surveys conducted in 2014, tidewater goby was the second most abundant fish species observed after threespine stickleback. One individual was captured at the mouth of the lagoon near the usual location of breaching, four individuals were captured along the sandbar at the northwestern edge of the lagoon, and 53 individuals were captured near the Highway 1 Bridge (Hagar Environmental Services 2015). It is possible that the gobies captured in the lagoon during 2013–2014 surveys naturally dispersed from nearby Bennett Slough or Moro Cojo Slough, although no genetic studies have been conducted to confirm this hypothesis (78 FR 8746).

Recent survey information suggests that the tidewater goby population in the Salinas River Lagoon has most likely persisted since it was detected in 2013. As individuals of this species rarely live longer than one year, continuous presence of tidewater goby in the Salinas River Lagoon (and the OSR) are a strong indication that the species can successfully reproduce in the Salinas River Lagoon over multiple generations. While the exact size of the population is unknown, repeated collections since 2013 confirm that the lagoon provides suitable habitat for tidewater goby growth, survival, and reproduction (Hellmair et al. 2018, 2020; Hellmair and Lee 2022).

Tidewater goby distribution surveys conducted in October 2018 found the species at each sampled location along the sandbar, near the breach site, and along the southwest shoreline of the lagoon until water depth precluded sampling (upstream from the wildlife refuge parking area; Hellmair et al. 2018). This finding contrasts with survey results from most previous years, when the distribution of tidewater goby appeared restricted to the lower lagoon (with the exception of 2014, when the species was documented as far upstream as the Highway 1 bridge). Surveys conducted in April 2021 also found tidewater goby at all previously established sampling locations throughout the lagoon except the upstream site under the Highway 1 bridge (D. Lee, pers. comm. 2021). This survey, conducted after a facilitated breaching event in January 2021, documented captured individuals of various sizes, including gravid females, indicating a healthy population that is spawning year-round. A facilitated breach was conducted in December 2021 and tidewater goby distribution surveys in the lagoon were completed again in May 2022. Two goby were captured at separate sampling locations south of the sandbar separating the lagoon from the ocean, and both showed coloration indicative of recent spawning (Hellmair and Lee 2022). Given the reproductive state of the captured individuals, is possible that the small number of goby detected during this survey may have been

due to the timing of the survey coinciding with a peak in reproduction with mature individuals still guarding eggs in burrows, or possibly decreased abundance due to post-spawn mortality (Hellmair and Lee 2022).

In general, repeated surveys since 2013 suggest that tidewater goby is distributed broadly throughout the lagoon, although the surveys did not identify any specific areas of high densities or large concentrations of individuals. Current surveys determine presence/absence of goby at the various sample locations to provide a snapshot of the species' distribution in the lagoon and are not adequate to estimate abundance due to low capture numbers. Variables that may affect the shifting occupancy pattern in the lagoon from year to year are also unknown, and it is clear there are many aspects of goby biology in the lagoon that are not well understood, including the extent to which facilitated lagoon breaching may affect the population. The length range of captured tidewater gobies documented in recent years suggests a reproductive period spanning several months and, as a consequence, likely a moderate level of resilience to environmental disturbance (Hellmair and Lee 2022). An additional survey during fall, when tidewater goby abundance is usually highest, would provide a greater understanding of the reproductive period in the lagoon.

### **Critical Habitat**

Critical habitat for tidewater goby was re-designated in 2013 to cover approximately 12,156 acres of estuaries and lands in portions of Del Norte, Humboldt, Mendocino, Sonoma, Marin, San Mateo, Santa Cruz, Monterey, San Luis Obispo, Santa Barbara, Ventura, Los Angeles, Orange, and San Diego Counties, California (78 FR 8746).

The permit area includes 131.7 acres of designated critical habitat for tidewater goby in the Salinas River. The primary constituent element (PCE) of tidewater goby critical habitat is defined as the following (78 FR 8746).

- 1) *Persistent, shallow (in the range of approximately 0.3 to 6.6 ft [0.1 to 2 m]), still-to-slow-moving lagoons, estuaries, and coastal streams with salinity up to 12 ppt, which provide adequate space for normal behavior and individual and population growth that contain one or more of the following:*
  - a. *Substrates (e.g., sand, silt, mud) suitable for the construction of burrows for reproduction;*
  - b. *Submerged and emergent aquatic vegetation, such as Potamogeton pectinatus, Ruppia maritima, Typha latifolia, and Scirpus spp., that provides protection from predators and high flow events; or*
  - c. *Presence of a sandbar(s) across the mouth of a lagoon or estuary during the late spring, summer, and fall that closes or partially closes the lagoon or estuary, thereby providing relatively stable water levels and salinity.*

### **2.2.3.2 Western Snowy Plover**

The Pacific Coast DPS of western snowy plover was listed as federally threatened on March 5, 1993 (58 FR 12864). It is also protected under the Migratory Bird Treaty Act and is identified by CDFW as a Species of Special Concern.

## Geographic Distribution

Historically found along the entire California coast, western snowy plover was once more widely distributed and abundant throughout its range, especially in southern California (U.S. Fish and Wildlife Service 2007b). The current breeding range of the Pacific Coast DPS of western snowy plover extends from Midway Beach, Washington, to Bahia Magdalena, Baja California Sur, Mexico (U.S. Fish and Wildlife Service 2019). The population is sparse in Washington, Oregon, and northern California. Eight geographic areas support over three-quarters of the California coastal breeding population: San Francisco Bay, Monterey Bay, Morro Bay, the Callendar Mussel Rock Dunes area, the Point Sal to Point Conception area, the Oxnard lowland, Santa Rosa Island, and San Nicolas Island (U.S. Fish and Wildlife Service 2007b).

Banding and breeding data collected over an extended period of years indicate that the Pacific coast population is distinct from western snowy plovers that breed in the interior, and interbreeding between the coastal and interior populations is extremely rare (U.S. Fish and Wildlife Service 2007b). The two populations appear to function demographically largely independent of one another, and it is unlikely that declines in the coastal population would be offset by immigration of interior population birds to the coast (U.S. Fish and Wildlife Service 2007b).

## Life History and Habitat Requirements

Western snowy plover is a small shorebird approximately 5.9–6.6 inches long. The plover's body is pale-gray brown above and white below, with a white hindneck collar and dark lateral breast patches, forehead bar, and eye patches. The bill and legs are blackish. In breeding plumage, the males have black markings, and the females have dark brown markings on the head and breast (U.S. Fish and Wildlife Service 2007b). The sexes are indistinguishable in non-breeding plumage. The mean annual life span of western snowy plovers is estimated at about 3 years, but at least one individual was at least 15 years old when last seen (Page et al. 2009).

Sparsely vegetated dunes and sandy dune-backed beaches, sand spits, beaches at river and creek mouths, and salt pans at estuaries and lagoons provide the primary coastal nesting habitat for western snowy plover. Less commonly used nesting habitats include bluff-backed beaches, dredged material disposal sites, salt pond levees, dry salt ponds, and gravel bars (U.S. Fish and Wildlife Service 2007b). In winter, western snowy plover is found on many of the beaches used for nesting as well as on beaches where they do not nest, in man-made salt ponds, and on estuarine sand and mud flats. The Pacific coast breeding population consists both of year-round residents and migrants; migrants typically begin arriving at breeding areas in central California as early as January, although peak arrival is from early March to late April (Page et al. 2009). Western snowy plover maintains high site fidelity, returning to the same area to breed year after year and mated birds from previous breeding seasons frequently reunite (U.S. Fish and Wildlife Service 2007b).

Pre-nesting courtship behaviors such as territorial defense by males and nest scraping behavior can be observed as early as mid-February in California. Breeding and nesting occur from March through September, with peak nest initiation occurring from mid-April to mid-June. Nests are found above the high-tide mark on sandy, open ground and consist of a shallow scrape or depression, sometimes lined with beach debris (e.g., small pebbles, shell fragments, plant debris, and mud chips); nest lining increases as incubation progresses (U.S. Fish and Wildlife Service 2007b). Driftwood, kelp, and dune plants provide cover for chicks that crouch near objects to hide from predators. Invertebrates are

often found near debris, so driftwood and kelp are also important for harboring western snowy plover food sources (Page et al. 2009).

Western snowy plover is monogamous by clutch although females often initiate a second clutch with a new male after successfully hatching the first clutch and can have multiple clutches per year, usually of three eggs (range from two to six eggs) per clutch. Both the male and female incubate the eggs. The young are precocial and will leave the nest within hours of hatching in search of food. Fledging is reached at approximately 1 month after hatching but the young will rarely remain in the nesting territory until fledging. Typically, males will continue to care for and feed the young while the female initiates a new nest. Western snowy plovers are highly sensitive to disturbance and may abandon their nests if disturbed (U.S. Fish and Wildlife Service 2007b).

In 2006, the breeding window survey<sup>4</sup> estimated a Pacific coast-wide population of 1,877 adults (U.S. Fish and Wildlife Service 2019). The 2007 breeding window survey revealed large adult population decreases, compared to the 2006 population estimate, in four out of six recovery units (RU2: Northern California; RU4: Monterey Bay area; RU5: San Luis Obispo area; and RU6: San Diego area) (U.S. Fish and Wildlife Service 2019). Since the 2007 decline, the Pacific coast-wide population trajectory has been gradually increasing with minimal annual fluctuation. While some local population sizes have surpassed recovery objectives in some areas (including Monterey Bay), the overall population remains below the recovery target of 3,000 birds, and it is likely that average annual productivity of fledglings per male is not being met (U.S. Fish and Wildlife Service 2019).

## Threats

Threats to western snowy plover include habitat degradation caused by human disturbance, urban development, introduced beachgrass (*Ammophila* spp.), and expanding predator populations including ravens and skunks (U.S. Fish and Wildlife Service 2007b). Recreational use of beaches in suitable nesting habitat increases potential adverse impacts to nesting plovers through direct mortality as well as increased disturbance, habitat modification, and increased predation. Vehicles driving through dune habitats can crush nests and chicks, as can pedestrian traffic. Pets such as unleashed dogs can also chase, harass, and kill adult and juvenile plovers. Disturbance due to the presence of humans and pets can lead to nest abandonment, reduction in food provisioning to chicks, and increased exposure to predators, particularly if family groups are separated. Beach fires and camping may be harmful to western snowy plovers by attracting large groups of people and pets for prolonged periods of time, removing driftwood used by plovers for cover, and increasing garbage which attracts scavengers and predators such as gulls and corvids.

Recovery actions identified in the *Recovery Plan for the Pacific Coast Population of the Western Snowy Plover* (U.S. Fish and Wildlife Service 2007b) include: (1) Monitor breeding and wintering populations and habitats of the Pacific coast population to determine progress of recovery actions and to maximize survival and productivity; (2) Manage breeding and wintering habitat of the Pacific coast population to ameliorate or eliminate threats and maximize survival and productivity; (3) Develop mechanisms for long-term management and protection of western snowy plovers and their breeding and wintering habitat; (4) Conduct scientific investigations that facilitate the recovery of

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<sup>4</sup> Breeding window surveys are a one-time pass of a surveyor, or team of surveyors, through potential western snowy plover nesting habitat during May or June. The surveyor counts all adult western snowy plovers in the habitat and identifies the adults as male or female when possible. Window surveys may not detect all birds and are only comparable to more intensive population studies once a correction factor has been applied.

western snowy plover; and (5) Conduct public information and education programs about western snowy plover.

### Status in Permit Area

The permit area includes western snowy plover nesting areas on the Salinas River NWR and Salinas River State Beach within the Monterey Bay area recovery unit (RU4) and the Monterey to Moss Landing (CA 22) critical habitat unit (U.S. Fish and Wildlife Service 2007b; 77 FR 36728; California Department of Fish and Wildlife 2021). These nesting sites are managed by USFWS and State Parks, and monitoring of nesting plovers is performed in partnership with Point Blue Conservation Science. Since 2012, 96 plover nests (including nests found at the brood stage) have been found within the permit area throughout the nesting season (Table 2-2).

**Table 2-2. Western Snowy Plover Nests in the Permit Area 2012-2021**

Year	Number of Nests	Dates Sandbar Open
2012	11	4/13/12 - 5/3/12 12/4/12 - 12/21/12 12/26/12 -
2013	10	- 1/28/13
2014	22	
2015	24	
2016	12	
2017	0	1/12/17 - 10/2/17
2018	7	3/25/18 - 4/22/18
2019	9	1/19/19 - 6/28/19
2020	1	4/7/20 - 5/17/20
2021	0	1/29/21 - 3/3/21 12/27/21 - 2/16/22
<b>Total</b>	<b>96</b>	

In the Monterey Bay region (an approximately 22 mile stretch of coastline including the beaches of Monterey Bay from just north of Sunset State Beach south to Monterey State Beach, the former salt ponds adjacent to Elkhorn Slough, and pocket beaches in northern Santa Cruz County), the estimated number of breeding western snowy plovers dropped below the Recovery Plan population target of 338 in 2019, and remained below target in 2021 for the third consecutive year with a breeding population estimate of 306 plovers (Neuman et al. 2021b). The regional minimum number of chicks fledged per male in 2021 was 0.77, lower than the 1.0 target needed for population stability. However, this represents a slight increase in productivity over the previous five consecutive years of decline in the number of chicks fledged per breeding male (Neuman et al. 2021a). In the North Salinas River and Salinas River NWR monitoring areas which overlap the permit area, the clutch hatch rates were 80 percent and 45 percent respectively, and estimated fledge rates were 100 percent and 43 percent, respectively (Neuman et al. 2021b). Avian predation, particularly by common raven, was the most common documented cause of nest failure in these monitoring areas, accounting for 9 of 17 known failed nests (Neuman et al. 2021b).

Based on monitoring data provided by Point Blue Conservation Science, plover nests are commonly located in the permit area directly north and south of the mouth of the Salinas River (Figure 2-2a – 2-2i). From February 2013 to January 2017 the Salinas River experienced an extended period of hydrologic disconnection from the ocean. During that time, there would have been an expanse of suitable beach nesting habitat west of the lagoon uninterrupted by the river channel. The increase in available suitable nesting habitat may have led to the relatively high number of plover nests located within the permit area (Table 2-2). However, disturbance due to human activity may also be increased at times when the river mouth remains closed. Point Blue Conservation Science noted high levels of trespass in nesting areas closed to the public related to recreational anglers (often accompanied by dogs) accessing the lagoon to fish for striped bass (*Morone saxatilis*) during this time period (Page et al. 2014).

Since 2018, the median nest initiation date in the Monterey Bay region has been recorded in mid-May (Table 2-3). The 2020 breeding season recorded both the earliest nest initiation (February 25) and the latest nest initiation (July 20) over this time period (Table 2-3). In all years, the initial breach of the Salinas Lagoon, most likely a facilitated breach, occurred well before the median nest initiation date. However, in 2018 and 2020, the initial breach occurred after the earliest nest initiation date, which indicates there is some potential for plover nests to be located in the permit area prior to the need for a facilitated lagoon breach in some years.

**Table 2-3. Western Snowy Plover Nest Initiation Dates in the Monterey Bay Region 2018-2021**

Year	Number of Nests in Permit Area	Initial Lagoon Breach Date	Nest Initiation Date Median (Range)
2018	7*	3/25/18	May 16 (Mar 6 – Jul 17)
2019	9	1/19/19	May 13 (Mar 12 – Jul 13)
2020	1	4/7/20	May 18 (Feb 25 – Jul 20)
2021	0	1/29/21	May 15 (Mar 2 – Jul 19)

\*One nest in the permit area in 2018 was located at the brood stage.  
 Source: Neuman et al. 2019; 2020; 2021a; 2021b

**Critical Habitat**

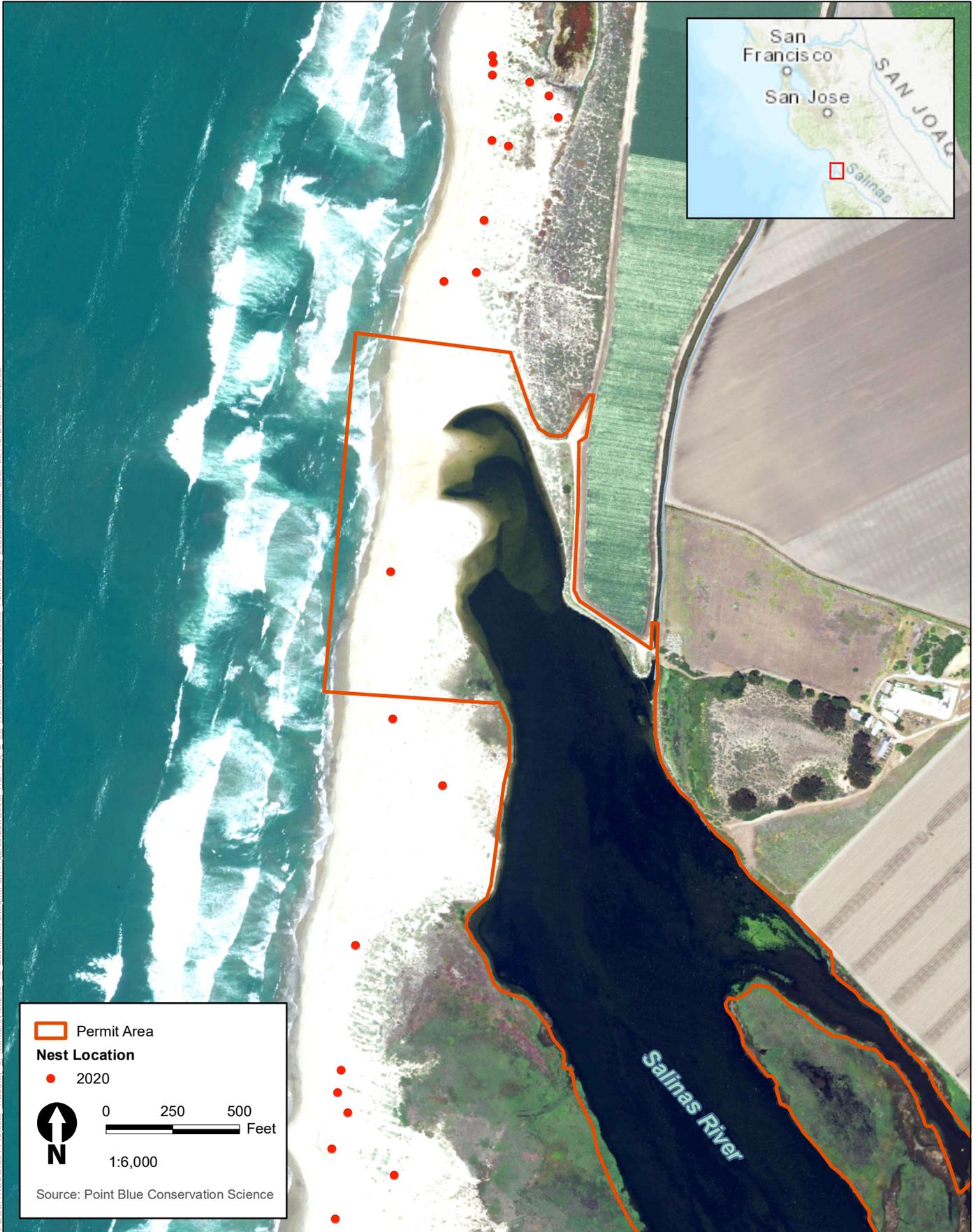
Revised critical habitat for the Pacific coast DPS of western snowy plover was designated on June 19, 2012 (77 FR 36728). The permit area includes 95.2 acres of designated critical habitat in the Monterey to Moss Landing Unit (CA 22). PCEs of western snowy plover habitat are defined as the following (77 FR 36728).

*Sandy beaches, dune systems immediately inland of an active beach face, salt flats, mud flats, seasonally exposed gravel bars, artificial salt ponds and adjoining levees, and dredge spoil sites, with:*

- 1) *Areas that are below heavily vegetated areas or developed areas and above the daily high tides;*
- 2) *Shoreline habitat areas for feeding, with no or very sparse vegetation, that are between the annual low tide or low- water flow and annual high tide or high- water flow, subject to inundation but not constantly under water, that support small invertebrates, such as crabs, worms, flies, beetles, spiders, sand hoppers, clams, and ostracods, that are essential food sources;*

- 3) *Surf- or water-deposited organic debris, such as seaweed (including kelp and eelgrass) or driftwood located on open substrates that supports and attracts small invertebrates described in PCE 2 for food, and provides cover or shelter from predators and weather, and assists in avoidance of detection (crypsis) for nests, chicks, and incubating adults; and*
- 4) *Minimal disturbance from the presence of humans, pets, vehicles, or human-attracted predators, which provide relatively undisturbed areas for individual and population growth and for normal behavior.*

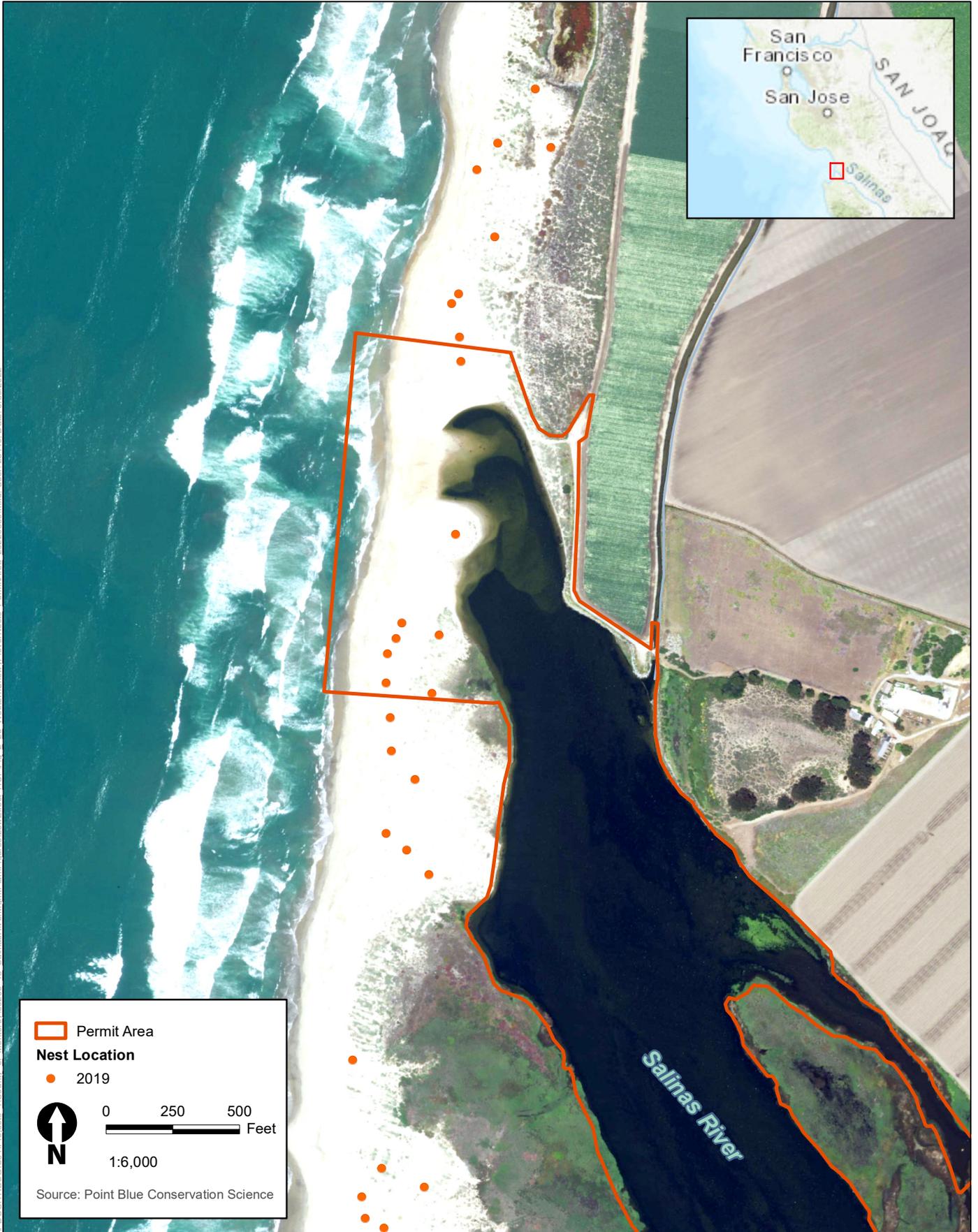
VPDCGTRDSG(S01)Projects\_1\County of Monterey\02206\_4b\_SalinasRiver\Map\Plan\Figures\LowEffect\_HCP\Fig\_2-2a\_WesternSnowyPloverNests\_PermitArea\_20220830.mxd User: 25110 Date: 9/30/2022



**Figure 2-2a**  
**Western Snowy Plover Nests in the Permit Area in 2020**



VPDC\TRDSG\IS\1\Projects\_1\County\_of\_Monterey\02206\_4b\_SalinasRiver\Map\Plan\Figures\LowEffect\_HCP\Fig\_2-2b\_WesternSnowyPloverNests\_PermitArea\_20220830.mxd User: 25110 Date: 9/30/2022



**Figure 2-2b**  
**Western Snowy Plover Nests in the Permit Area in 2019**

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Figure 2-2c  
Western Snowy Plover Nests in the Permit Area in 2018

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**Figure 2-2d**  
**Western Snowy Plover Nests in the Permit Area in 2017**

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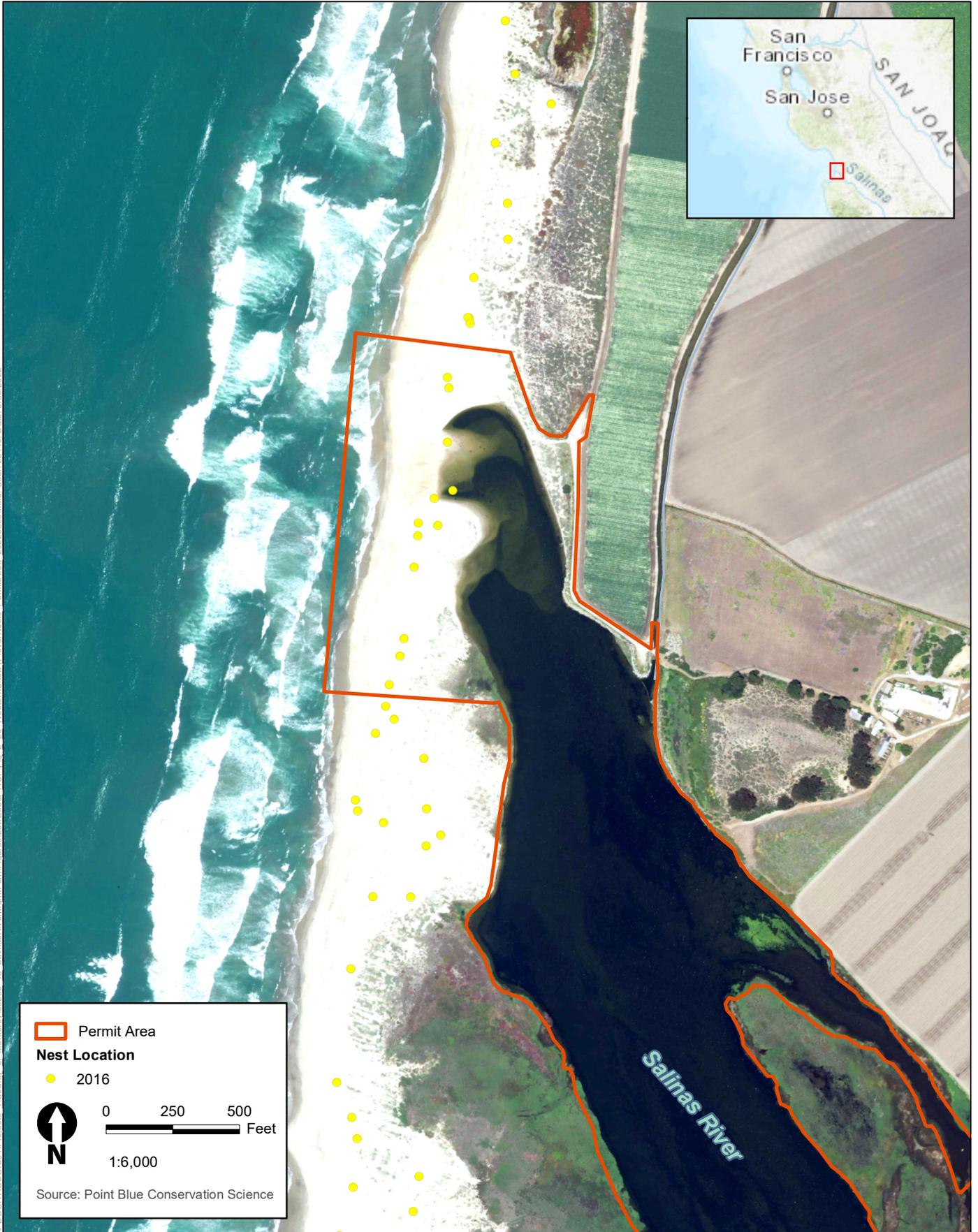


Figure 2-2e  
Western Snowy Plover Nests in the Permit Area in 2016

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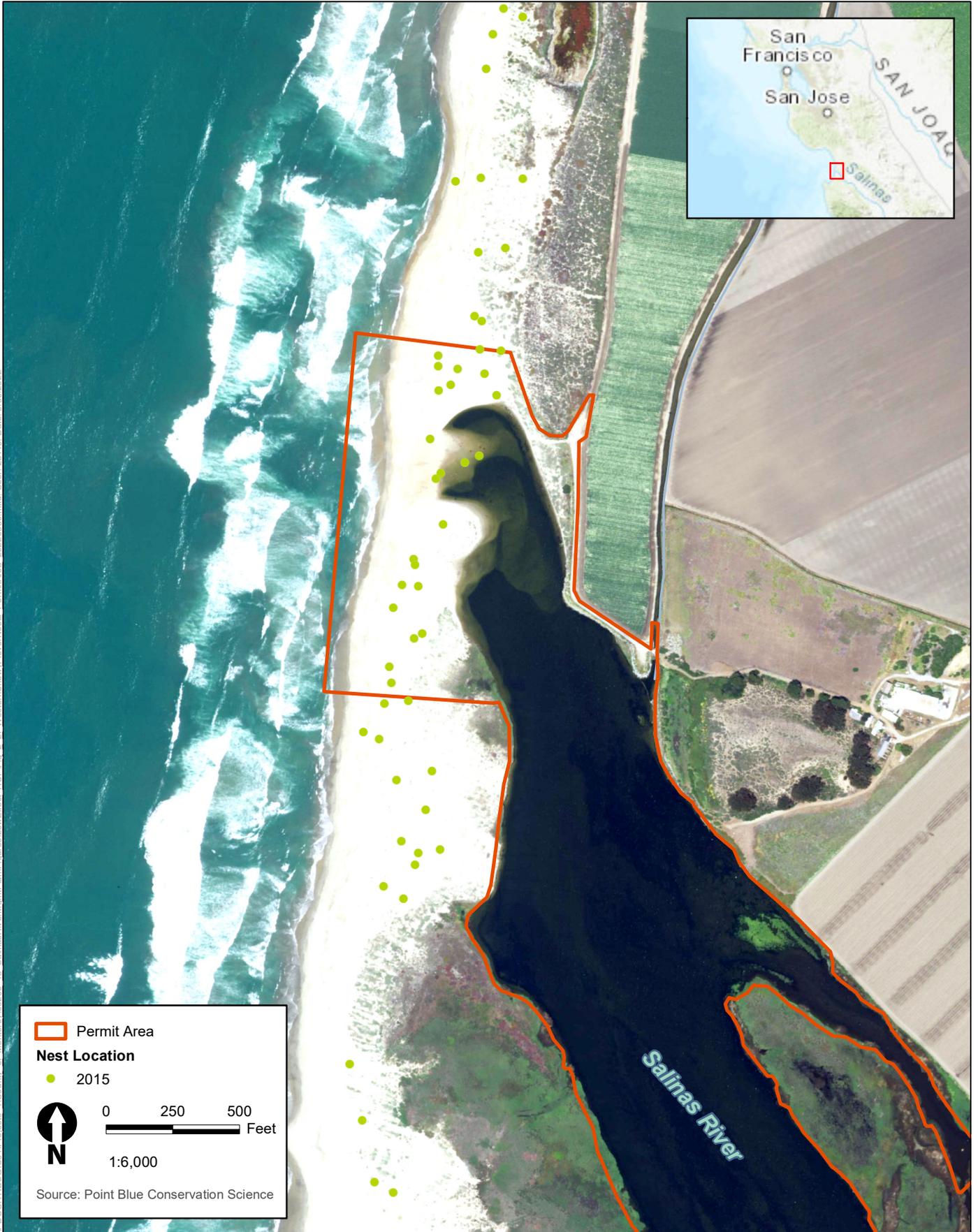


Figure 2-2f  
Western Snowy Plover Nests in the Permit Area in 2015

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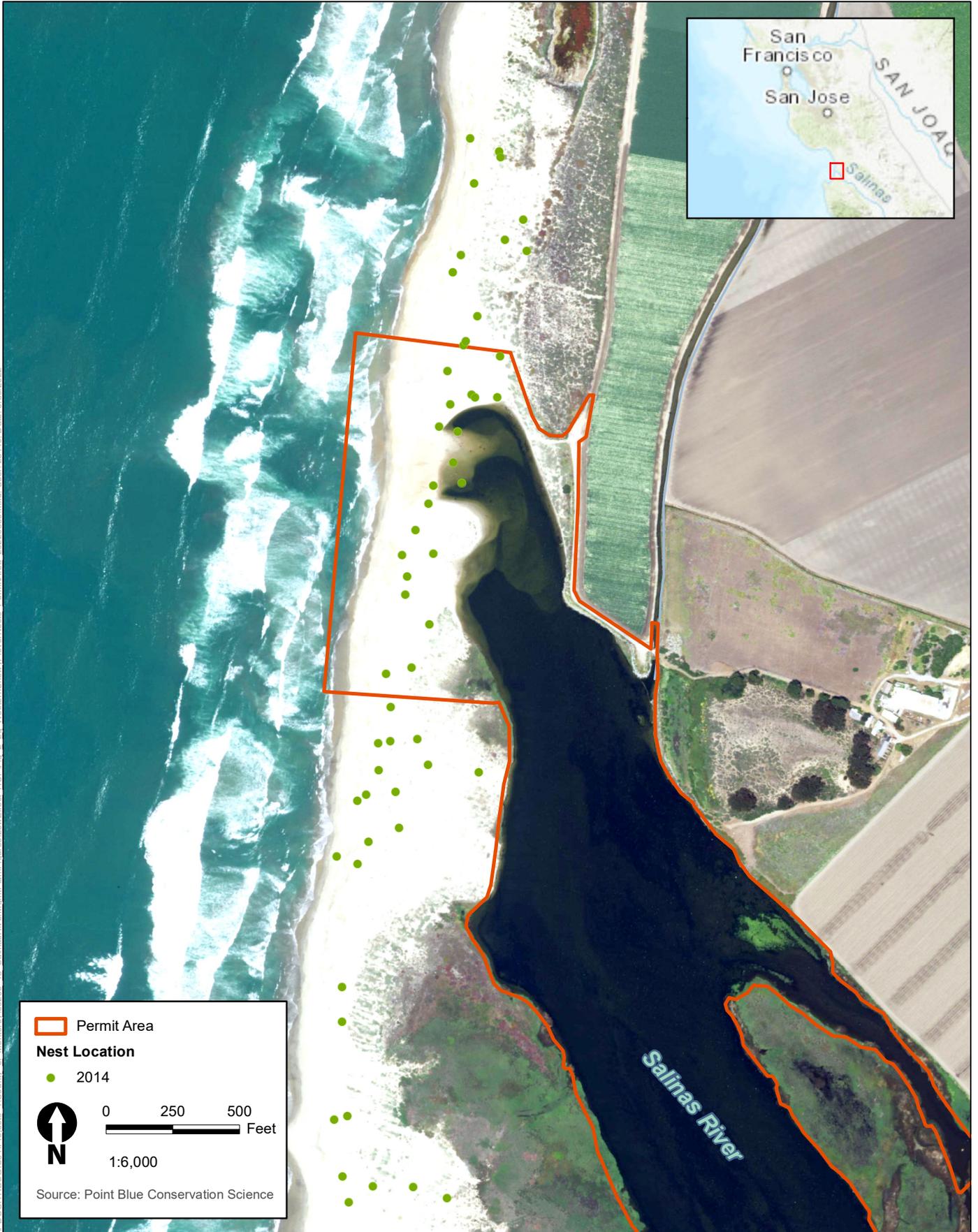


Figure 2-2g  
Western Snowy Plover Nests in the Permit Area in 2014

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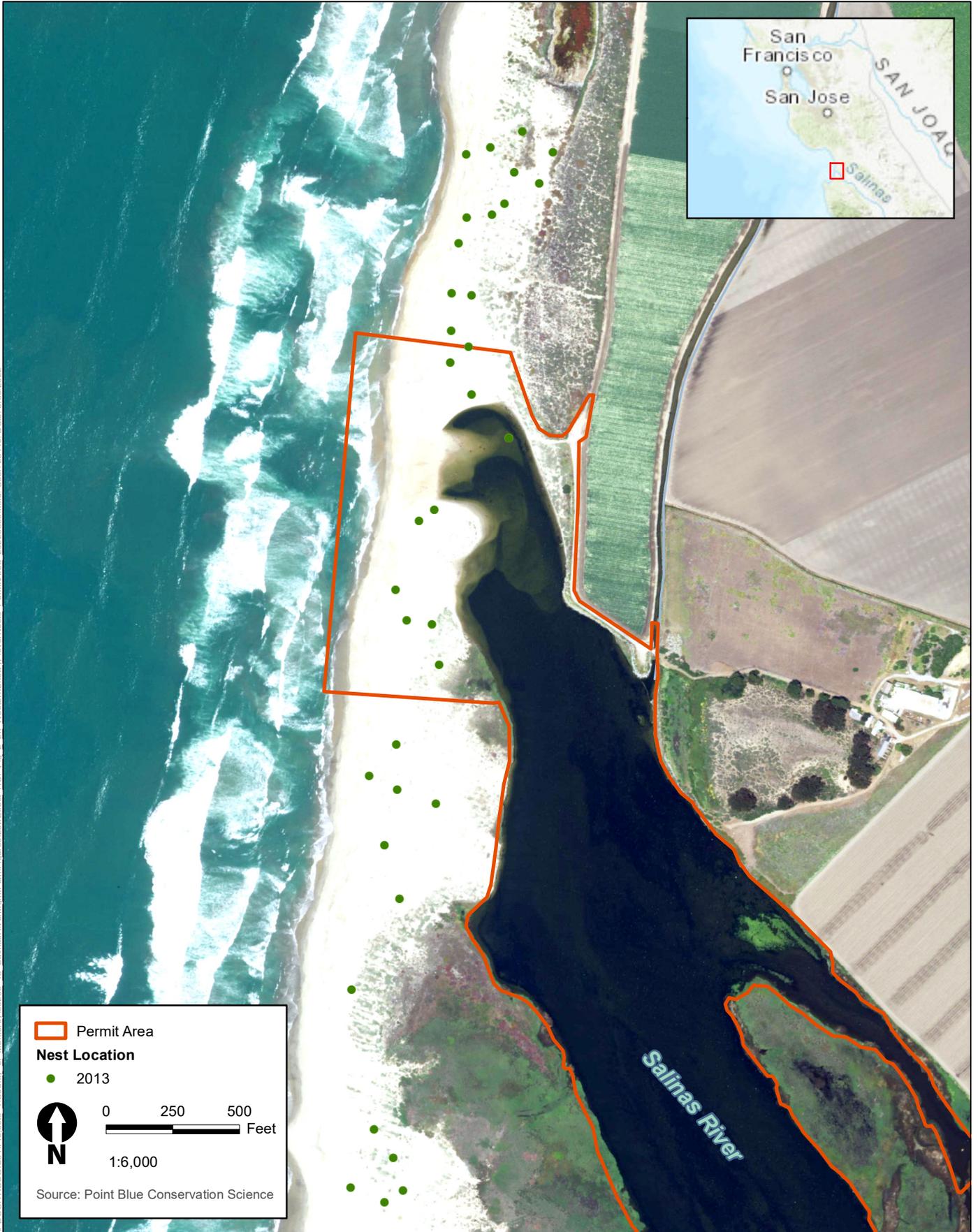
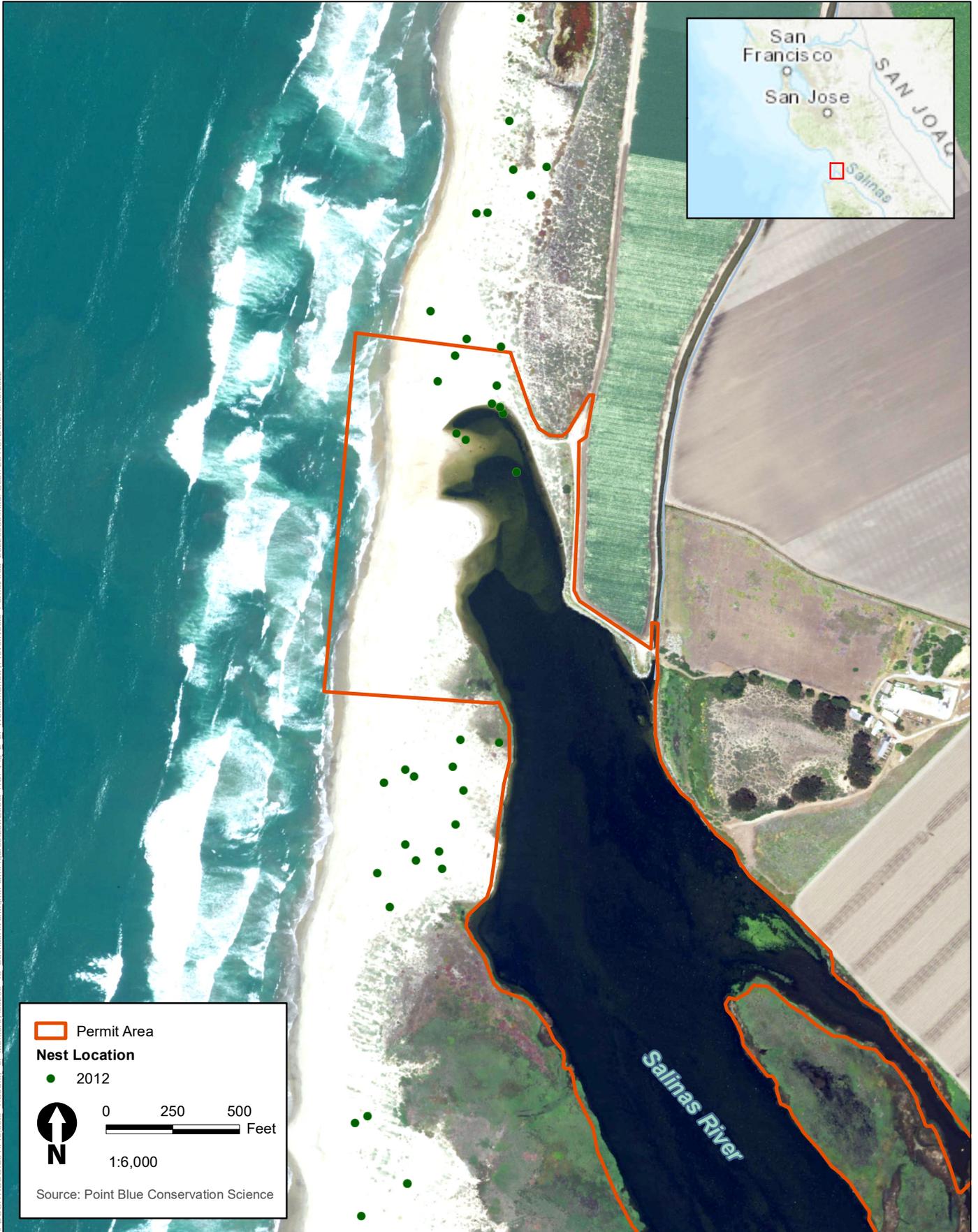


Figure 2-2h  
Western Snowy Plover Nests in the Permit Area in 2013

\\PDC\TRDSG\IS\1\Projects\_1\County\_of\_Monterey\02206\_4b\_SalinasRiver\Map\Plan\Figures\LowEffect\_HCP\Fig\_2-2i\_WesternSnowyPloverNests\_PermitArea\_20220930.mxd\_User: 26110\_Date: 03/01/2022



**Figure 2-2i**  
**Western Snowy Plover Nests in the Permit Area in 2012**

### 2.2.3.3 Monterey Spineflower

Monterey spineflower was listed as federally threatened in 1994 (59 FR 5499). The species is categorized as a California Native Plant Society Rank 1B.2 species.<sup>5</sup>

#### Geographic Distribution

Monterey spineflower is known from the mountains of Santa Cruz County south to the coastline of Monterey and inland to the coastal plain of the Salinas Valley. Historically, this species occurred farther south near San Lucas in southern Monterey County and near San Simeon along the coast of northern San Luis Obispo County (California Native Plant Society 2021). Historical occurrences in the Salinas Valley have been extirpated primarily because of conversion of natural habitat to agricultural land. The range of Monterey spineflower is now limited to the interior of Santa Cruz County south along the coastal areas of the Monterey Peninsula, as well as the inland coastal plain of the Salinas Valley. The northernmost population is known from the Santa Cruz Mountains between Scotts Valley and Felton, and the southernmost population is located on the south side of the Salinas River levee approximately 2.5 miles southeast of the town of Soledad (California Department of Fish and Wildlife 2021).

#### Life History and Habitat Requirements

Monterey spineflower is an annual prostrate herb in the buckwheat family (*Polygonaceae*). It has linear, alternate leaves and the inflorescence is characterized by hooked involucre awns. Plants typically germinate soon after winter rains, flowering occurs in the spring from April through July, and seed is set in the summer. It produces small seeds that are dropped or shaken by wind from their capsule and may then be dispersed with blowing sand or by fur-bearing animals to which the spiny fruits may attach and be carried (U.S. Fish and Wildlife Service 2009). The species colonizes open sandy sites and tends to invade roadsides and firebreaks (U.S. Fish and Wildlife Service 1998).

Monterey spineflower is found in maritime chaparral, coast live oak woodland, coastal scrub, grassland, and coastal dune habitats. This species can tolerate some disturbance, such as scraping of roads and firebreaks, which can reduce the competition from other herbaceous species and consequently provide favorable conditions for Monterey spineflower. Occurrences range in elevation from 7 to 2,300 feet.

#### Threats

At the time of listing, several threats to Monterey spineflower habitat were identified, including industrial and residential development, agricultural conversion, recreational use including horseback riding, dune stabilization projects, sand mining, military activities, and road improvements. Urban development in coastal cities has resulted in the loss of large portions of the range of Monterey spineflower. Introduction of invasive iceplant and European beach grass (*Ammophila arenaria*) for dune stabilization has altered typical Monterey spineflower habitat and made conditions unsuitable for the species. Restoration programs implemented on protected lands in dune habitat between 1998 and the species status review in 2009 reduced the severity of the threat from invasive species and dune stabilization. In the 2009 USFWS 5-year review for the species, newly identified threats to the species include climate change and sea level rise; however,

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<sup>5</sup> 1B means rare, threatened, or endangered in California and elsewhere; .2 means fairly endangered in California.

the extent of these threats is unknown (U.S. Fish and Wildlife Service 2009). The most recent status review for Monterey spineflower was completed in 2020 and found that urban and infrastructure development continue to be a primary threat to the species, with the greatest impact due to development and remediation as part of the former Fort Ord closure and reuse plan (U.S. Fish and Wildlife Service 2020). Invasive species and habitat succession are other primary threats. Although the impact from invasive species is lessened in areas with active weed control programs such as Salinas River State Beach where iceplant removal and native plant restoration has been ongoing since 2015, a permanent funding source to restore all areas of suitable habitat or to continue to maintain treated areas is lacking (U.S. Fish and Wildlife Service 2020).

Monterey spineflower recovery actions are described in the *Recovery Plan for Seven Coastal Plants and the Myrtle's Silverspot Butterfly* (U.S. Fish and Wildlife Service 1998). The fundamental strategy for recovery of the species is to protect existing populations and habitat from further losses, restore degraded habitat, and ensure the establishment of larger and more numerous populations over a greater proportion of the historic range. Recommended actions from the 2020 status review include monitoring populations on State Parks' beaches, and restoration and reintroductions in coastal dune systems where disturbance or invasive species have inhibited natural establishment of Monterey spineflower (U.S. Fish and Wildlife Service 2020).

### **Status in Permit Area**

Monterey spineflower is known to occur in the coastal dune community adjacent to the lagoon, including the Salinas River State Beach and Salinas River NWR (California Department of Fish and Wildlife 2021). The species has also been seen in the vicinity of the route used to access the beach for sandbar maintenance activities (A. Palkovic, pers. comm. 2022) although the full extent of its presence in the permit area is currently unknown.

### **Critical Habitat**

Critical habitat for Monterey spineflower was designated in 2002 (67 FR 37497) and revised in 2008 (73 FR 1525). There is no designated critical habitat within the permit area.

## 3.1 Overview

Covered activities are those projects or ongoing activities that receive incidental take authorization under the ITP. The primary covered activity of the HCP is the continued management by MCWRA of the Salinas River Lagoon and sandbar in response to storm events to prevent flooding of adjacent uplands, including flooding associated with flood control releases from San Antonio and Nacimiento Dams necessitated by storm events. The facilitated breaching of the sandbar at the mouth of the Salinas River Lagoon will occur after an emergency proclamation in order to alleviate imminent upland flooding by reducing the sandbar elevation between the Salinas River Lagoon and the Pacific Ocean. Before management of the sandbar occurs, MCWRA will implement all other available measures of flood protection to reduce flood potential to the greatest extent feasible, including operation of the OSR slidegate to release water into the OSR. Sandbar management is conducted only after other available options have proven insufficient to avoid or alleviate flooding.

## 3.2 Sandbar Management

Through established upstream reservoir and diversion facilities, over the last 20 years MCWRA has been managing water levels at the mouth of the Salinas River to approximately 3.5 feet NGVD29 on average throughout the year to control flooding in the adjacent uplands. When the Salinas River mouth is closed to the ocean, the water level in the lagoon is regulated using a slidegate to the OSR channel located at the base of Mulligan Hill. Flow through the slidegate is limited by the physical capacity of the outlet structure, and by the hydrologic capacity in the OSR channel. The OSR channel is tidally influenced and high inflows from other sources during winter storms (primarily through Tembladero Slough) severely restrict the amount of water that will drain through the lagoon outlet gate. Therefore, implementation of sandbar management is necessary when flow in the Salinas River is predicted to be sufficiently high to cause an increase in lagoon stage that threatens to flood adjacent agricultural lands and homes.

MCWRA may perform sandbar management activities once to multiple times per year, usually from late fall to late spring (October to April) to minimize flooding. A very small number of lagoon breaches have historically occurred in May and June (Figure 3-1). Because these breaches are not the first breach event of the water year, they are most likely to be unassisted lagoon breaches that occur after natural conditions have rebuilt the sandbar at a lower elevation that allows the lagoon to breach prior to causing upland flooding, rather than facilitated breaches. To date, MCWRA has only conducted sandbar management activities under an emergency declaration from the County of Monterey County Administrative Officer after all other available measures to manage the lagoon stage have proven insufficient to avoid or alleviate imminent flood risk. The decision to mobilize and conduct emergency sandbar management is based upon one or more of the following conditions.

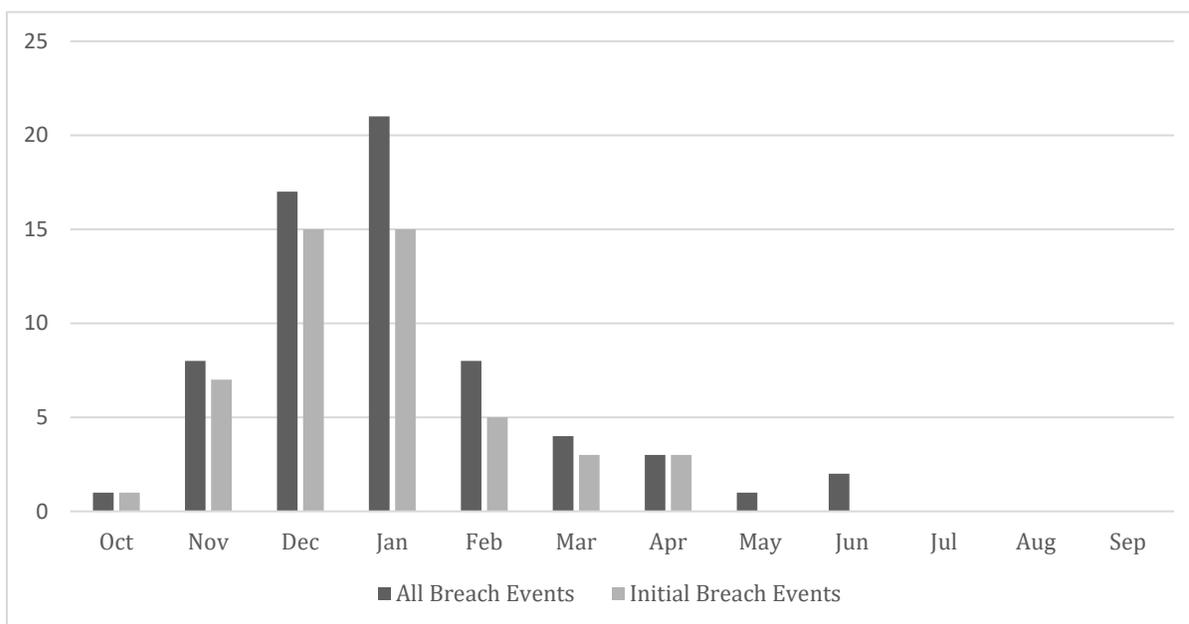
1. **Lagoon Water Elevation.** Mobilization would occur when the lagoon water level reaches a surface elevation of 5.0 feet NGVD29 or higher, as measured at the staff gage located at the slidegate in the lagoon. Actual pilot channel excavation across the beach and lowering of the

sandbar elevation would begin when the lagoon water level reaches a surface elevation of 5.5 feet or higher and is rising.

2. **River Flows.** When the rate of increase in water level in the lagoon, as estimated on the staff gage, indicates less than six hours until the water level in the lagoon reaches a surface elevation of 5.0 feet, or when Salinas River flows reach or exceed approximately 300 cubic feet per second (cfs), as provided by the USGS stream gage at Spreckels.
3. **Ocean Influence (High Tides and/or Storm Surge).** When monitoring indicates wave over-topping would begin to rapidly increase the water level of the lagoon as well as increase the sandbar elevation.

A history of lagoon breaching events from 1965 to the present is provided in Appendix C to illustrate the frequency of historical breaching as an indicator of the potential timing and frequency of future breaching. While MCWRA records do not indicate for the entire period of record whether each event occurred unassisted or was facilitated by sandbar management, it is likely that the first breach event of each water year was a facilitated breach. The only known unassisted initial water year breach of the Salinas River Lagoon occurred on December 4, 2001 when the lagoon surface elevation of 6.4 feet NGVD29, combined with unusually large waves of 20 feet in height, lowered the sandbar elevation sufficiently to cause an unassisted breach (Entrix, Inc. 2001). This initial unassisted breach was followed by a later facilitated breach on December 24, 2001. All other initial breach events, with the exception of 2010, are thought to be facilitated breaches resulting from sandbar management that have occurred anytime between October and April in response to actual or imminent flooding (Figure 3-1). A unique set of conditions in January 2010 resulted in an unassisted breach despite a facilitated breach in progress. MCWRA initiated sandbar management activities and achieved slow dewatering of the lagoon through the pilot channel, but high inflows increased the lagoon stage to 8 feet and caused an unassisted breach south of the existing pilot channel, creating a shorter, more direct channel to the ocean with significant outflow (Hagar Environmental Science 2010). While it was technically the naturally created channel that effectively lowered the lagoon stage to 4 feet and alleviated flooding, facilitated breaching was already in progress and this initial breach event is therefore considered a facilitated breach.

The timing of sandbar management activities coincides with winter storm events and high river flows that would result in substantial flooding followed by an unassisted lagoon breach if a facilitated breach was not performed. The objective of sandbar management is to alleviate flooding by facilitating the lagoon's breaching of the sandbar separating the lagoon and the Pacific Ocean and allowing flows to drain to the ocean. Flows into the lagoon may recede to low levels between storms and, depending on tide and wave conditions, the mouth may close again for periods of time with subsequent unassisted or facilitated breaching occurring again later in the season. Facilitated breaching typically occurs only once to occasionally twice per year, although in some years it is not needed. After an initial facilitated breach has lowered the sandbar and an outflow channel has formed, subsequent events are more likely to occur without any mechanical assistance, particularly when the duration between closure and re-opening of the lagoon mouth is short (i.e., days or up to a few weeks). Water Year 2003/2004 is the most recent year for which MCWRA has detailed records that indicate facilitated breaching occurred twice: on January 1, 2004, and again on February 25, 2004 (J. Demers, pers. comm. 2022). Prior to this, from 1965 to 1992, there were only six water years with multiple breach events, and it is unknown how many of these were facilitated breaches (Appendix C).



**Figure 3-1. Number of Breach Events and Number of Initial Breach Events by Month for Water Years 1965 to 2021.**

### 3.2.1 Pilot Channel Excavation

Sandbar management involves grading or excavating a drainage channel (the *pilot channel*) across the beach and lowering the sandbar at the lagoon to drain the lagoon when the lagoon stage reaches a critical elevation, approximately 6.0 ft NGVD29. At this surface elevation, the lagoon begins to crest the south bank behind the beach and floods an extensive area of low marsh vegetation in the Salinas River NWR to the south of the lagoon. Water also begins to overtop low points in the levee on the north side of the lagoon and low-lying agricultural fields to the north begin to experience limited flooding. Inundation of residences in this area becomes imminent and will occur if the lagoon elevation rises above 7 feet.

MCWRA staff perform a survey of existing conditions at the lagoon and beach crest prior to initiation of sandbar management that includes the following steps.

- Verification of lagoon water surface elevation using a local benchmark, typically the staff gage at the OSR slidegate.
- Surveying the beach berm for approximately 600 linear feet to determine the lowest point of the berm.
- Verification of the lowest elevation by field and office staff to ensure it is a feasible location for sandbar management to occur.
- Setting grade stakes at the verified location from beach berm toward the lagoon’s water edge with cut slopes stated on the grade stakes to achieve an elevation of 6.0 feet NGVD29.
- Placing a final stake at the elevation of 6.0 feet with a zero cut to represent the longest distance of the pilot channel.

The grade stakes are set 10 to 20 feet offset from the channel location so they can be utilized during excavation of the pilot channel. A trapezoidal channel is excavated across the beach sandbar between the ocean and the lagoon to expedite breaching of the lagoon, allowing water to reach the ocean and minimize flooding. The pilot channel is typically 18 feet wide and up to 400 feet long. The location of the pilot channel is determined based on existing conditions of the beach and lagoon features at the time of sandbar management activities as determined by the survey steps described above. The excavated channel is normally located at the lowest point of the sandbar and follows a northwesterly alignment, usually on Salinas River State Beach lands managed by State Parks. The features of the pilot channel are designed to mimic an unassisted lagoon breach event and to encourage channel sinuosity. The channel begins at an elevation of approximately 6.0 ft NGVD29 near the mouth of the lagoon and slopes slightly downward toward the ocean to allow for slow flow release. A sand plug is left in place between the lagoon and the pilot channel so that as the water elevation in the lagoon rises, the water naturally breaks through the sand and into the pilot channel. The pilot channel includes a bend of approximately 25-45 degrees near the beach crest for the purposes of reducing water velocity and slowing the evacuation of the lagoon. Once breaching is complete, the pilot channel is subject to fluvial and tidal influences that determine the changing width and sinuosity of the channel.

MCWRA utilizes a bulldozer and/or excavator to create the pilot channel. The quantity of displaced sand is approximately 2,000 cubic yards which is left on site directly adjacent to the excavated channel for redistribution by natural processes. Equipment is staged on the landward side of the dunes on an existing access road to the north of the channel in an area where an accidental spill of fluids would not reach a waterway. Equipment is checked for leaks prior to staging and prior to accessing the beach. Equipment enters the beach from this access road and proceeds in the most direct manner possible to the pilot channel location along a path that has been surveyed by qualified biologists during daylight hours for the presence of listed species. The access pathway is approximately 12 feet wide, and equipment is driven on the beach for sandbar management only. The equipment exits from the excavation area along the same path it entered. The total length of site disturbance from the beach access point to the pilot channel location is approximately 700 linear feet. The total area of site disturbance, including the equipment access path and the pilot channel itself, is generally less than 0.35 acre. For safety reasons, most sandbar management activities occur during daylight hours. However, on occasion it may be necessary to perform some activities either late into the evening or early in the morning before light.

Because of the dynamic nature of the storm events that can precipitate a facilitated breach, on occasion, storm surge or tidal action can collapse the side slopes of the pilot channel or deposit enough sand to partially or fully block the mouth of the pilot channel before the breach is complete (i.e., before lagoon stage has lowered sufficiently to alleviate flood risk and the lagoon has become tidally influenced). When this occurs, typically within hours, equipment may be re-mobilized to re-open the pilot channel to allow the breach to proceed to completion. The breach event on January 29, 2021 is the most recent occasion when a re-opening of the pilot channel was necessary. During this event, the pilot channel was initially excavated and outflow established before tidal influx filled the channel with sand and required re-establishment of the channel within 12 hours (Monterey County Water Resources Agency 2021). After the reestablishment, lagoon stage dropped, and the lagoon became tidally influenced within approximately 3 hours.

### 3.2.2 Slidegate Operation

MCWRA operates the OSR slidegate in a manner that reduces the potential for flooding of adjacent upland areas. The slidegate is opened or closed to maintain the lagoon water elevation at the operational target, currently set at approximately 3.5 feet NGVD29. When the need for sandbar management is imminent, the slidegate is typically closed unless operational needs dictate that it remain open, and MCWRA installs the pilot channel across the sandbar to facilitate breaching if needed. The slidegate typically remains closed as long as the Salinas River is connected to the ocean.

### 3.3 Non-covered Activities

Flow requirements and operational targets for managing steelhead trout in the Salinas River have been incorporated into MCWRA's water rights for the San Antonio and Nacimiento Reservoirs, including defined actions to achieve these requirements. The only action that would specifically encourage a breach of the Salinas River Lagoon is a release of water called a *block flow* release that would require a mean daily stream flow greater than or equal to 700 cfs at the USGS stream gage Salinas River at Soledad for five consecutive days. However, because of natural flow conditions to date, MCWRA has not had to address a potential lagoon breach as a direct result of block flow releases and does not expect to do so during the permit term.

## 4.1 Overview

This chapter discusses the potential effects from the lagoon and sandbar management activities described in Chapter 3, *Covered Activities*, on covered species (listed in Chapter 1, *Introduction*) within the permit area and requests specific levels of take authorization. *Effects* include the direct and indirect effects of a covered activity on the covered species or their habitats in the permit area. Effects can be adverse or beneficial, occurring at the time and place of covered activity implementation (direct effects), or later and/or beyond the footprint of a covered activity (indirect effects). As used in this document, the term effects is synonymous with the term impacts.

The effects analysis establishes a base level for potential effects associated with implementing the covered activities to inform appropriate avoidance and minimization measures (AMMs), and mitigation measures. Chapter 5, *Conservation Strategy*, describes the measures that will minimize and mitigate the effects of the covered activities and fully offset these impacts. The effects analysis identifies covered activities that may result in incidental take<sup>6</sup> of covered animal species. Effects of the covered activities on a species may include direct mortality, injury, or harm<sup>7</sup> to individuals. Effects may also occur later in time, but still be reasonably certain to take place, and can often be subtler, affecting species' populations and habitat quality over an extended period, sometimes long after project activities are completed. Take of listed plants is not described in the ESA, though Section 9 of the Act prohibits certain actions which may adversely affect listed plants. However, before USFWS issues a permit, the effects of the permit on listed plants must be analyzed because Section 7 of the ESA requires that issuance of an ITP must not jeopardize any listed species, including plants. To maintain consistency with Section 7(a)(2) of the ESA, Section 10 prohibits the issuance of an ITP that will appreciably reduce the likelihood of the survival and recovery in the wild (i.e., "jeopardize") of any endangered or threatened species, including plants. Although not specifically addressed by Section 10, listed plants can be covered by HCPs under USFWS's No Surprises Assurance rule, discussed in Section 6.3.

The purpose of the activities described in Chapter 3 is to alleviate upland flooding by facilitating the breach of the Salinas River Lagoon when environmental conditions are such that significant upland flooding followed by an unassisted breach would be likely to occur. Since breaching is a natural event that is likely to occur, it is necessary to define the temporal duration of potential impacts to covered species resulting from the covered activities, as opposed to the potential impacts of natural processes to covered species that occur in coastal lagoons subject to periodic hydrologic disconnection from the ocean and seasonal breaching. For the purposes of this HCP, we consider the duration of potential impacts from covered activities to occur from the time of initiation of sandbar management activities (i.e., entry onto the beach to conduct the initial survey of existing conditions

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<sup>6</sup> Take is defined as to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect.

<sup>7</sup> Harm is defined as "An act which actually kills or injures fish or wildlife. Such an act may include significant habitat modification or degradation which actually kills or injures fish or wildlife by significantly impairing essential behavioral patterns, including breeding, spawning, rearing, migrating, feeding, or sheltering." (50 CFR 222.102)

to determine the location of equipment access route and pilot channel as well as any necessary pre-activity species surveys), to the point at which the lagoon becomes tidally influenced after the breach has occurred. At this point, natural lagoon processes take over, and wave and tidal action either maintain the hydrologic connection of the river to the ocean or rebuild the sandbar to reform the lagoon.

HCPs are required to include a determination of the amount of incidental take that may occur as a result of covered activities and that will be authorized during the permit term (50 CFR Section 17.22[b]). The total allowable take as described and quantified for each covered species represents the limit, or cap, on total take proposed under the HCP. Once these limits are reached, no further take is permitted pursuant to the HCP without an amendment (see Chapter 6, *Plan Implementation* for a description of the amendment process). Take limits are established for the HCP as a whole, not by covered activity type. The following estimate of take considers the AMMs described in Chapter 5, *Conservation Strategy*, which are designed to reduce the level of take.

## 4.2 Tidewater Goby

Based on the presence of suitable lagoon habitat and known occurrences of tidewater goby within the permit area, there is potential for tidewater goby to be impacted by covered activities.

### 4.2.1 Project-Specific Impacts

#### 4.2.1.1 Sandbar Management

Sandbar management activities are not expected to result in take of tidewater goby as these activities do not occur in tidewater goby habitat. Excavation of the pilot channel is performed from the open beach, and construction equipment does not enter the lagoon at any time during this activity.

#### 4.2.1.2 Lagoon Breaching

Based on the historical frequency of lagoon breaching, it is reasonable to assume that one facilitated breach may occur in each year during the permit term (i.e., 5 breaches). Permanent loss of lagoon habitat for tidewater goby is not expected to occur as the result of facilitated lagoon breaching. Facilitated lagoon breaching is considered a temporary effect to lagoon habitat because mechanical lowering of the sandbar facilitates a natural event that is likely to occur even without mechanical intervention, and the lagoon is allowed to close naturally once flooding has abated. However, a full understanding of whether there is any difference in effects to tidewater goby in the Salinas River Lagoon between unassisted and facilitated breaches is lacking. Once river flows recede, wave and tidal action typically rebuild the sandbar at the mouth of the river over time, eventually disconnecting the river from the ocean and re-creating the lagoon in a similar size and configuration of its perimeter. Temporary effects to critical habitat caused by facilitated lagoon breaching are discussed below (Section 4.2.1.3).

A rapid rise in lagoon stage within hours or days, followed by a facilitated breach is generally expected to have a very limited adverse effect on the resident adult tidewater goby population. Tidewater goby benefits from a relatively stable surface water elevation provided when the sandbar is in place, although adults have a broad tolerance for a wide range of salinities and oxygen concentrations and environmental changes to cope with the dramatic fluctuations that result from a

breaching event (U.S. Fish and Wildlife Service 2007a). Tidewater goby is a bottom-dwelling fish and much less mobile in the water column than mid-water species. The species is also typically closely associated with widgeon grass (*Ruppia maritima*) and other submerged and emergent aquatic vegetation, although recent surveys have noted the absence of widgeon grass in areas where goby have been captured in the lagoon, possibly because its detection was obscured by high water turbidity (Hellmair and Lee 2022). Newly inundated habitat, particularly in the vicinity of the breaching location, often consists of sandy substrate, devoid of the aquatic vegetation preferred by tidewater goby. Despite typically occupying lagoon margin habitat at depths of three feet or less, individuals are not expected to occupy newly inundated areas in substantial numbers since the rise in lagoon stage happens rapidly during flow events that may lead to a breach. Due to the low expected numbers of tidewater goby in newly inundated habitat prior to the breach, the risk of stranding or disruption in the natural behavior of the species is expected to be minimal.

A rapid rise in water level and subsequent drop induced by breaching is unlikely to affect lagoon bottom habitat areas permanently occupied by tidewater goby because the lagoon will never completely dewater during a facilitated breach owing to the high and continuing freshwater inflows that precipitated the need for the facilitated breach. The design of the pilot channel is intended to lower the outflow velocity of the breach and minimize rapid dewatering that may increase risk of goby being flushed to the ocean or stranded as the lagoon stage decreases. While the timing of each event differs based on existing conditions, lagoon stage typically decreases over several hours until connectivity with the ocean is established. Once the lagoon has become fully tidal, the surface elevation oscillates with the tides while the mouth remains open. Fish are inherently well adapted to retreat to deeper water as water levels decrease, and while some fish may get trapped and isolated in depressions in the landscape as water levels rapidly recede, the stranding risk for tidewater goby is expected to be low, owing in part to the generally trough-shaped topography of the Salinas River Lagoon.

If there is a need for sandbar management during the late spring or early summer, this could disrupt goby breeding which can occur year-round but typically peaks in late spring with a second smaller peak in early fall. Breaching events during the peak reproductive period have the potential to dewater or collapse burrows constructed for egg deposition. In addition, larval tidewater gobies are planktonic for 18 to 31 days after hatching before becoming benthic, and thus may be at increased risk of stranding or flushing to the ocean since they are weaker swimmers than adult fish and may not be able to find refuge from high flows. Because goby live an average of one year, the loss of one peak breeding season could limit recruitment into the tidewater goby population in the Salinas River Lagoon. Tidewater goby surveys conducted in the lagoon since 2018 have estimated hatch dates for captured goby anywhere from November to August based on length at capture, but a peak in breeding activity seems to occur around April – May (Hellmair and Lee 2022). Since 1965, the lagoon has breached 65 times, and four of those breaches have occurred in April or May; of which, three (4.6 percent of the total number of breaches) were the initial breach of the season (Figure 3-1). A facilitated breach during the peak breeding season most recently occurred during the 2019/2020 water year on April 7, 2020 (Appendix C). In general, facilitated breaching during the peak breeding season is very uncommon and not expected to occur regularly during the permit term.

Persistence of a tidewater goby population through winter is highly dependent on the presence of a large population going into the fall and winter. Large flood events may sweep a substantial number of individuals out to the ocean; therefore, a large population increases the potential for some individuals to survive winter flood events and comprise the initial breeding population the following

summer. Tidewater goby can find refuge from heavy flows and being washed to sea in backwater sloughs lateral to the main channel, allowing a population to persist in a lagoon (U.S. Fish and Wildlife Service 2005). Such habitats may exist at the confluence of Tembladero Slough and the OSR, or along the northern shoreline of the lagoon (Figure 1-3). However, the current status of tidewater goby occupancy and the environmental suitability of these habitats is unknown. Tidewater goby often migrate upstream from lagoons into tributaries, generally in summer and fall (U.S. Fish and Wildlife Service 2005). Thus, a late season breach is likely to have less potential to flush goby from the lagoon if they have moved into upstream locations. To date, surveys for tidewater goby in the Salinas River have only occurred upstream as far as the Highway 1 bridge, and the extent of upstream migration in this population is unknown.

Goby life history is adapted to the annual cycle of the coastal lagoons in which they live. Since facilitated breaching of the Salinas River Lagoon would only be performed in response to storm events resulting in flows with the potential to result in upland flooding followed by an unassisted breach, any natural behavioral response of goby to the rain event will likely be maintained. Any larval or juvenile goby present in the lagoon during a breach are less likely to exhibit such a response to the extent that it is protective during a breach; however, the extended reproductive period exhibited by tidewater goby in the lagoon (Hellmair and Lee 2022) increases the likelihood that more resilient adult goby will be present throughout the year and can maintain the population. The Salinas River Lagoon has been managed to prevent upland flooding by facilitated breaching since approximately 1910. Lagoon surveys have not been conducted on a regular basis throughout the years, but were implemented in 1991, 1992, 2004, and 2010-2012. Until their detection during routine fish monitoring surveys in the lagoon in 2013, tidewater goby were last documented in the lagoon in 1951. It therefore appears that their current presence in the lagoon may be due to a natural recolonization event. Since 2013, the Salinas Lagoon has breached six times. During this same time period, surveys have found the tidewater goby population in the lagoon appeared to persist and showed evidence of spawning activity (Hellmair et al. 2018, D. Lee pers. comm. 2021, Hellmair and Lee 2022) suggesting that the population is resilient to the current management practice of facilitated breaching.

#### **4.2.1.3 Critical Habitat**

Facilitated breaching of the Salinas River Lagoon would not result in the lagoon's sandbar being open at times when it would otherwise be closed because these activities would only be undertaken in response to high flow events that are likely to cause an unassisted breach. Therefore, any reduction in the stability of lagoon conditions or degradation of PCE 1c would be temporary and largely related to natural flow events. There may be some loss of lagoon substrate (PCE 1a) due to facilitated breaching and erosion of the breach channel. However, this effect would be small relative to the amount of substrate available in the system. There may also be some loss of aquatic vegetation (PCE 1b), if areas of aquatic vegetation dry out and die due to reduced water levels following a breach. Because the lagoon is typically managed to an elevation of approximately 3.5 feet NGVD29 throughout the year, this effect is expected to be negligible since areas that can support the growth of aquatic vegetation are not expected to vary significantly from pre-breach conditions to post-breach conditions. In summary, there may be some minor adverse effects to tidewater goby critical habitat, but they are expected to be very limited in geographic and temporal scope.

## 4.2.2 Estimated Level of Take

Predicting and documenting potential take of tidewater goby as a result of facilitated breaching of the Salinas River Lagoon is inherently difficult. Population size, distribution within the lagoon, and prevalence of vulnerable versus resilient life stages can vary greatly within a season, and from year to year. In addition, the physical characteristics of the breach, including the rate of water level rise and the timing of the breach, can influence the effects of a lagoon breaching event on the tidewater goby population. Lagoon breaching events are also an important natural mechanism that may support the species' metapopulation structure. Breaching has the potential to cause local extirpation of goby populations. However, lagoon breaching may also facilitate the dispersal and migration of tidewater goby when conditions allow, resulting in (re)colonization of habitats not currently occupied, and contributing to gene flow among extant populations which is generally considered beneficial to population resilience.

Incidental take of tidewater goby in the form of harm, injury, or death may occur as a result of facilitated lagoon breaching if gobies are swept out to the ocean, particularly at a vulnerable life stage, or become stranded on the shoreline of the lagoon or in the breach channel as water elevation drops. Temporary habitat degradation that may result in take is also possible. Very little is known about the actual impacts to tidewater goby from facilitated lagoon breaching in the Salinas River Lagoon because take associated with these activities has not been observed due in part to insufficient data from post-breach stranding surveys. It is not possible to determine exactly how many tidewater goby could be injured or killed during the proposed breaching for several reasons.

- Tidewater goby is difficult to detect because of its small body size.
- Finding a dead or injured specimen is unlikely, in part because of the presence of numerous scavengers (e.g., gulls, corvids), and has not been observed at the Salinas River Lagoon to date.
- Assigning a cause of death to a specimen is problematic.
- Population abundance can fluctuate dramatically throughout the year and from year to year (Hellmair et al. 2011).

Although AMMs will be implemented to minimize take, a small amount of take may still occur. Despite potential periodic mortality caused by breaching operations, the tidewater goby population is expected to continue to persist in the Salinas River Lagoon as it has done since 2013. As discussed in the species profile (Section 2.2.3.1), tidewater goby populations naturally fluctuate widely within and between years and the extended breeding period that has been noted in the Salinas River Lagoon population is expected to increase the likelihood of more resilient adult goby being present in the lagoon throughout the year which may assist the population to persist and rebound from any losses caused by facilitated breaching events. The majority (62 percent) of initial breaching events (i.e., those events most likely to be facilitated breaches) have historically occurred during December and January and avoided the peak breeding season which also limits the potential adverse effects to the goby population. A peak in breeding activity in the Salinas River Lagoon seems to occur around April and May. Only six initial breaching events (12 percent) have occurred in March and April, and no initial breaches have occurred from May to September (Figure 3-1). The HCP recognizes that for every tidewater goby found dead or injured, other individuals may be killed or injured that are not detected. Additionally, MCWRA would require a USFWS-approved biologist to survey for stranded tidewater goby after facilitated breaching events, and capture and relocate individuals out of harm's way. As a result, the following estimation of take is considered to be a worst-case scenario and is not

expected to occur in most years if at all. MCWRA proposes that all stranded tidewater goby would be taken in the form of capture and relocated, although expect that this number would be very low because the likelihood of stranded individuals is low (as explained in 4.2.1.2). MCWRA expects no more than five percent of captured tidewater goby could be injured or killed during the process of capture and relocation. MCWRA has no records of tidewater goby injury or mortality from facilitated breaching activities in the Salinas River Lagoon to date. Therefore, it is assumed that up to five tidewater gobies of any life stage may be taken (i.e., found dead or injured) per year over the 5-year permit term.

## 4.3 Western Snowy Plover

Based on the presence of suitable nesting and foraging habitat and known breeding western snowy plover within the permit area, there is potential for western snowy plover to be impacted by the covered activities.

### 4.3.1 Project-Specific Impacts

#### 4.3.1.1 Sandbar Management

MCWRA estimates that each time the lagoon is breached due to sandbar management activities, between 0.1 and 0.35 acre of suitable nesting habitat for western snowy plover would be temporarily disturbed by heavy equipment moving across the beach and excavating the pilot channel. Such disturbance may only result in take if the species is present, as discussed below. Based on the historical frequency of lagoon breaching, it is reasonable to assume that one facilitated breach may occur in each year during the permit term (i.e., 5 breaches), and that one of those breaches may occur during the breeding season when nests may be present in the permit area.

Sandbar management activities at any time of year may result in disturbance of adult western snowy plovers and could also result in mortality of adults at any time of year if equipment is driven on the beach at speeds sufficient to accidentally strike plovers. Western snowy plover typically nests on the beach and sandbar blocking the mouth of the Salinas River between March 1 and September 30. In the Monterey Bay region, nests have been initiated as early as February 25 and as late as July 20, with the peak in nesting activity occurring in mid-May (Table 2-3). If sandbar management occurs during this time, the presence of people and construction equipment may disrupt courtship or breeding behavior, causing plovers to either not initiate a nest in the area around the river mouth, abandon a scrape which would have become a nest, or to abandon an active nest. Plovers may also become separated from their chicks which can result in inadequate attendance and exposure of chicks to increased risk of predation. Destruction of nests with eggs or mortality of chicks could occur if they are crushed by heavy equipment. Since 1965, the initial breach of the season, most likely to be a facilitated breach, has occurred 11 times (17 percent of the total number of breaches) between February and April, and no initial breaches have occurred after April.

For safety reasons, most sandbar management activities occur during daylight hours. However, on occasion it may be necessary to perform some activities either late into the evening or early in the morning before light. In those instances, any pre-activity surveys are performed during daylight hours prior to any night work. MCWRA's AMMs ensure that the access path used by the equipment is a defined area that has been surveyed in daylight hours to be clear of plover nests and evidence of nesting behavior. A buffer of 100 feet from any nest or evidence of nesting behavior is implemented

unless access or safety constraints necessitate a closer approach, in which case the maximum possible buffer is implemented. The path is clearly marked, and monitors walk ahead of equipment as it is deployed to the beach and as it returns along the same path to keep speeds low and ensure adult and fledgling plovers have adequate time to move out of the path and project area. Monitors are present to walk with equipment regardless of the timing of the work. Therefore, the risk of direct mortality of adults, nests, or chicks is expected to be very low. The restriction of equipment to a single path of entry and exit while in suitable habitat will also minimize the potential area of disturbance to western snowy plover nesting habitat. Because the majority of facilitated breaches would likely occur in December through January, prior to initiation of nesting behavior, the potential disruption of courtship and early breeding behaviors is expected to be minimal.

#### **4.3.1.2 Lagoon Breaching**

MCWRA estimates that up to 1 acre of western snowy plover nesting habitat would be temporarily unavailable due to water flowing to the ocean created by each facilitated breach. It is possible that for initial breach events this may represent a lower level of habitat disturbance than would occur during an unassisted breach of the sandbar since an unassisted breach would be accompanied by a higher lagoon water surface elevation, and water would likely initially wash over a much larger area of the beach if it were not directed into a pilot channel. If a facilitated breach occurs early during the active nesting season between March 1 and September 30, there is the potential for nests with eggs or young that have just hatched in the area of the lagoon mouth to be washed away as the water evacuates the lagoon. The risk of this potential effect diminishes later in the breeding season as the number of newly initiated nests decreases and chicks become more mobile and capable of moving out of the path of flowing water.

Facilitated breaching of the Salinas River Lagoon is unlikely to result in the mouth of the river being open to the ocean for a greater proportion of the year than would occur naturally since facilitated breaching would only be undertaken during high flow events that are likely to result in a natural breach. When the river mouth is closed, the shoreline of the lagoon provides foraging habitat for western snowy plovers. Opening the river mouth would temporarily reduce by a small amount available western snowy plover lagoon shoreline habitat due to water outflow through the pilot channel. However, high flow events that precede a facilitated breach result in higher water surface elevations and extensive inundation of lagoon shoreline habitat, naturally reducing its availability for plover foraging prior to a lagoon breach. When the river mouth is open to tidal flushing, extensive new mudflats are exposed at low tide which are expected to provide favorable foraging habitat for plovers. Surf conditions also contribute to the creation and availability of plover foraging habitat in the area. High surf can overtop the sandbar and inundate the beach surrounding the lagoon. This, combined with the sand movement and lowering of lagoon surface elevation that results from the opening of the lagoon mouth, can expose previously inundated areas to drying and increase access to foraging habitat along the boundary of the lagoon and dunes. In addition, when the river mouth is closed, the permit area may experience increased recreational use including foot traffic along the ocean shoreline and increased use of the shoreline and potentially the lagoon by recreational anglers. Increased recreational beach use, particularly when domestic dogs accompany humans, can result in a higher level of disturbance to plover during the breeding season and a large number of nest losses and chick mortality (Neuman et al. 2021b). Recreational disturbance can be continuous throughout the breeding season rather than restricted to a short (less than a week) period as occurs with facilitated breaching activities.

Overall, while there may be a slight reduction in available nesting habitat, this represents a very small percentage (less than 1 percent) of the total nesting habitat available in the Monterey Bay region, which extends approximately 22 miles from north of Sunset State Beach south to Monterey State Beach. Additionally, the availability of foraging habitat is not expected to be significantly reduced, but plovers may transition from utilizing the lagoon shoreline to tidal mudflats and other available areas. The changes in availability or extent of nesting and foraging habitat that may occur after a facilitated breach are not expected to differ substantially from those expected after an unassisted breach.

#### 4.3.1.3 Critical Habitat

Facilitated breaching of the Salinas River Lagoon would involve excavation within western snowy plover critical habitat resulting in a temporary loss of sparsely vegetated beach above the high tide line (PCE 1) and a short-term increase in human presence and activity (PCE 4). Because facilitated breaching is performed as an emergency action to alleviate imminent flood risk, mobilization to the beach to perform pre-activity surveys and implement sandbar management is typically completed in a matter of one to several days. Monitoring of conditions after the breach can continue for approximately one week. Suitable foraging habitat (PCE 2) is not expected to be reduced, although there may be a transition from shoreline foraging habitat to tidal mudflat habitat. While there may be minor adverse effects to western snowy plover critical habitat due to covered activities, they are expected to be very limited in geographic and temporal scope.

#### 4.3.2 Estimated Level of Take

It is not possible to determine exactly how many western snowy plovers could be harmed, injured, or killed during the proposed breaching for several reasons.

- The exact location and timing for each breach is not determined until immediately before the breach.
- The amount of habitat washed out by the breach will vary.
- The locations of western snowy plover nests and the date when nesting is initiated vary from year to year.

Take of adults is unlikely with the implementation of MCWRA's AMMs, and due to their ability to move out of the area during sandbar management operations. There is potential for one to several clutches (typically with three eggs/chicks each) to be lost each time the lagoon is breached during the nesting season. However, based on historic data, facilitated breaching of the lagoon during the nesting season is expected to occur rarely (Appendix C). Since 2012, an initial breach has occurred three times during the breeding season in March or April, and a total of 15 plover nests were located in the permit area during those three years (15.6 percent of the total nests in the permit area 2012-2021). To date, MCRWRA has not documented the loss of a plover nest with eggs or chicks due to facilitated breaching of the Salinas River Lagoon, and will attempt to salvage any nest identified as being at risk of injury or destruction if possible. Potential disruption of courtship or early breeding behavior such as abandonment of a scrape prior to a clutch being laid may occur due to disturbance from facilitated breaching activities, particularly early in the breeding season. This likewise has not been documented, but that may be due in part to the challenge of detection. Conversely, MCWRA was notified by USFWS of the loss of one plover nest to inundation during an event when the lagoon

was not breached and surrounding uplands were flooded (E. Krafft, pers. comm. 2021). Given the uncertainties surrounding annual nest initiation timing and specific locations of nests from year to year, MCWRA conservatively assumes that up to two nests (assuming three eggs or three chicks in a nest), for a total of six individuals may be taken over the 5-year permit term either as a result of sandbar management and facilitated breaching activities, or as the result of implementation of *BMP-9 Salvage and Captive Rearing*. Because MCWRA has never previously documented the loss of a plover nest with eggs or chicks due to sandbar management or facilitated breaching at the Salinas River Lagoon, it is highly unlikely that two nests will be taken during the permit term. However, a take allowance for two nests allows greater certainty that the permit remains valid for the full 5-year period without potential for exceeding the allowable take. The AMMs that will be implemented by MCWRA will effectively minimize mortality of adult and juvenile plovers.

## 4.4 Monterey Spineflower

Based on the presence of suitable coastal scrub and dune habitat and known occurrences of Monterey spineflower near the access route used for sandbar management activities within the permit area (A. Palkovic, pers. comm. 2022), there is potential for Monterey spineflower to be impacted by covered activities.

### 4.4.1 Project-Specific Impacts

#### 4.4.1.1 Sandbar Management

Sandbar management would not contribute to habitat loss for Monterey spineflower as suitable habitat does not occur in the open beach area directly impacted by the excavation of the pilot channel. Although this species has been noted by State Parks staff near the route used by equipment to access the beach from the equipment staging area, the route is surveyed and demarcated to avoid existing coastal scrub and dune vegetation and the known population of Monterey spineflower by utilizing existing pathways and open beach devoid of vegetation. Monterey spineflower individuals are and will continue to be avoided unless they should colonize a currently unoccupied area of the access pathway that would be impossible to avoid due to safety concerns. If that were to happen, Monterey spineflower individuals, particularly small seedlings that may be difficult to detect early in the season, could potentially be trampled or crushed by foot or equipment traffic, resulting in physical injury to the plant and potential loss of the plant. Damage from crushing or trampling can also prevent the plant from flowering and producing seed or result in a lower reproductive output. Disruption of the seedbank can occur if disturbance uncovers seeds and causes them to desiccate from exposure at the ground surface during the dry season or buries them at inappropriate depths. Since Monterey spineflower typically germinates soon after winter rains begin, and begins flowering in April, if sandbar management activities occur between February and April, they are more likely to affect earlier life stages from seedling to early flowering. An initial breach has not occurred in May or later, therefore adverse effects to mature plants setting seed are not expected.

Construction equipment access during facilitated breaching activities may reduce habitat quality for Monterey spineflower by destabilizing substrates which can lead to increased erosion, particularly during wind events. Construction equipment may also inadvertently introduce or spread nonnative invasive species by moving seeds or plant segments on tires. Nonnative invasive species are known to degrade native vegetation communities by competing with native species and colonizing newly disturbed areas. The access pathway is typically 12 feet wide and approximately 700 linear feet

from equipment staging area to the pilot channel location, so MCWRA estimates that the maximum area of suitable habitat that could be affected by each breaching event is approximately 0.19 acre. Implementing AMMs as described in Chapter 5, *Conservation Strategy*, will minimize this threat to the maximum extent feasible. Overall, while there may be a slight impact to available habitat along the path utilized by construction equipment to access the beach, this represents a very small percentage of the total suitable habitat available in the region. Additionally, the availability of suitable coastal scrub or dune habitats are not expected to be significantly reduced by the covered activities.

#### **4.4.1.2 Lagoon Breaching**

Suitable habitat for Monterey spineflower does not occur on the open beach area that is typically impacted by water evacuating the lagoon, thus no impacts are expected from the breach of the lagoon.

#### **4.4.2 Estimated Level of Impacts**

Impacts to Monterey spineflower are unlikely due to MCWRA's ability to avoid known individuals during sandbar management activities. However, Monterey spineflower is adapted to germinate in disturbed sandy soils and may colonize the vehicle access pathway, or the lagoon perimeter may shift requiring equipment to travel along a new access pathway in an area of suitable habitat. If this were to occur, any individual plants that colonize the access pathway could be trampled or crushed, resulting in physical injury, disruption of reproduction, or loss of the plant. In addition, if a new access route is needed due to changed conditions and requires travel through a previously undisturbed area of suitable habitat, there is potential for minor reduction in habitat quality along the new access route from destabilized substrates. Implementation of the AMMs described in Chapter 5 will minimize any potential impacts to the maximum extent practicable.

## Chapter 5

# Conservation Strategy

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The Salinas River Lagoon and Sandbar Management Low Effect HCP conservation strategy was designed to address the ESA requirement to minimize and mitigate the impacts of the taking on the covered species to the maximum extent practicable (16 USC 1539). It is the goal of this conservation strategy to fully offset the impacts of the taking on each of the covered species that may result from implementation of covered activities. The conservation strategy was designed to minimize and mitigate the impacts described in Chapter 4, *Effects of Covered Activities*, including direct, indirect, temporary, and permanent effects based on a conservative estimate of impacts (i.e., a likely overestimate of impacts). This conservation strategy is based on best available science, taking into account the limitations of the baseline data available for the HCP permit area and the covered species (refer to Chapter 2, *Physical Setting and Biological Resources*) and the uncertainties in anticipated effects on covered species (described in Chapter 4).

The HCP Handbook (U.S. Fish and Wildlife Service and National Marine Fisheries Service 2016:9-2) provides guidance on what the conservation strategy should be, stating that, “[t]he conservation strategy must be founded on the biological needs of species, a structured and logical approach to problem solving, forward thinking to anticipate future changes, and it must be developed to fit into the larger conservation context occurring around the HCP.”

The HCP Handbook also notes that there are relatively few “ironclad rules” to follow when developing a conservation program. Rules that must be met include the following.

- Applicants must minimize and mitigate the effects of their actions to the maximum extent practicable and the measures must be feasible and enforceable.
- The applicant must clearly articulate the biological goals and objectives in the HCP with measurable success criteria.

## 5.1 Developing Biological Goals and Objectives and Conservation Measures

Biological goals are broad, guiding principles based on the biological needs of the covered species, and should broadly describe the desired future conditions for covered species in the HCP plan area in succinct statements (U.S. Fish and Wildlife Service and National Marine Fisheries Service 2016:9-8). Each biological goal steps down to one or more biological objectives that define how to achieve the goal in measurable terms. Biological objectives are expressed as specific desired conditions that are measurable and quantitative when possible and provide the foundation for evaluating effectiveness of the conservation strategy.

Biological goals and objectives should be developed based on existing conservation information relevant to the covered species. Key resource documents include, at a minimum, species recovery plans, 5-year species status reviews, State Wildlife Action Plans, and any other existing documents with conservation strategies for the covered species that represent the best scientific information available (U.S. Fish and Wildlife Service and National Marine Fisheries Service 2016). Biological goals and objectives should be developed to remain attainable given the projected effects of climate

change in the HCP plan area (U.S. Fish and Wildlife Service and National Marine Fisheries Service 2016:9-5).

Biological objectives are implemented through one or more conservation measures. Conservation measures can be any of the avoidance, minimization, or mitigation actions taken to achieve the goals and objectives of the HCP. There are typically two types of conservation measures: avoidance and minimization measures (AMMs), and mitigation measures. Conservation measures should be trackable through compliance monitoring or effectiveness monitoring.

When designing mitigation measures to offset impacts of the taking, the duration of the covered activity and the outcome of the mitigation measures should be considered. The necessary duration of the mitigation outcome should be based on the biological value of what is lost (U.S. Fish and Wildlife Service and National Marine Fisheries Service 2016:9-14).

### 5.1.1 Biological Goals and Objectives

This section lists the biological goals and objectives that guide the conservation strategy.

**Table 5-1. Biological Goals and Objectives for Covered Species**

<b>Tidewater Goby</b>	
<b>Goal TIG01:</b> Maintain currently occupied tidewater goby habitat in the permit area. <b>Objective TIG01-1.</b> Avoid and minimize effects on existing populations of tidewater goby in the permit area.	
<b>Conservation Measures</b>	<b>Monitoring</b>
Implement measures to avoid and minimize impacts to tidewater goby during facilitated breaching activities.	Monitor the population of tidewater goby in the lagoon to document persistence of the population when breach events occur.
Capture and relocate any live goby found stranded during breach events to safe areas of the lagoon.	Track and report annually the number of stranded goby found and the number of live goby released to the lagoon.
Develop and implement a monitoring program to assess the status of tidewater goby in the permit area.	Track and report annually the results of tidewater goby monitoring.
	Track and report annually water quality parameters at sites with extant occurrences of tidewater goby.
Contribute toward the recovery of tidewater goby by conducting research to further advance the recovery of the species.	Provide interim and final reports of results of directed research studies.
<b>Western Snowy Plover</b>	
<b>Goal WSP1:</b> Maintain occupied and suitable western snowy plover habitat (foraging and breeding) within the permit area. <b>Objective WSP1-1:</b> Avoid and minimize effects on nesting western snowy plover in the permit area.	
<b>Conservation Measures</b>	<b>Monitoring</b>

Implement measures to avoid and minimize impacts to western snowy plover during facilitated breaching activities.	Monitor response of western snowy plover to breaching and habitat minimization and avoidance measures.
Attempt to salvage any nest identified as being at risk of injury or destruction if possible.	Track and report annually any salvaged nests and their fate, if known.
Contribute funding to State Parks' existing western snowy plover management and public education programs to advance recovery of the species.	Track and report annually the contributions to State Parks' snowy plover management and public education programs at Salinas River State Beach.
<b>Monterey Spineflower</b>	
<p><b>Goal MSF1:</b> Maintain existing populations of Monterey spineflower in the permit area.</p> <p><b>Objective MSF1-1:</b> Maintain the distribution and abundance of Monterey spineflower populations within the permit area.</p> <p><b>Objective MSF1-2:</b> Avoid and minimize effects on populations in the permit area from anthropogenic factors which negatively impact Monterey spineflower, including exotic plants, unnatural disturbances, and erosion.</p>	
<b>Conservation Measures</b>	<b>Monitoring</b>
Survey suitable habitat in the permit area to assess the status of existing Monterey spineflower occurrences and to identify previously unknown occurrences.	Provide survey report and GIS shapefiles documenting any occurrences of Monterey spineflower in the permit area.
Implement measures to avoid and minimize impacts to Monterey spineflower during facilitated breaching activities.	Monitor impacts to Monterey spineflower, if present, during facilitated breaching events.
In cooperation with State Parks, collect seeds from any mature plants that cannot be avoided during sandbar management activities for future transplantation into protected suitable habitat.	Track and report annually any seed collected and disposition of such seeds.
Contribute funding to existing invasive species eradication plan implemented by State Parks to enhance and restore habitat for Monterey spineflower on Salinas River State Beach.	Track acres of habitat treated and monitor the impacts of management techniques on known occurrences of Monterey spineflower.

## 5.2 Conservation Measures

This section describes the conservation measures proposed to achieve the biological goals and objectives. The conservation measures provide detailed information on how the actions are anticipated to be implemented. Collectively, these proposed conservation measures are designed to achieve the biological objectives.

### 5.2.1 Avoidance and Minimization Measures

As required by the ESA, this HCP contains measures to avoid or minimize the taking of covered species. The primary focus of these measures is to avoid or minimize take (i.e., death, injury, or harm) of individuals of covered species and impacts on high-quality habitat that may be affected by covered activities.

Many of the proposed AMMs presented below have been successfully implemented by MCWRA to avoid and minimize take of, and adverse effects on, the covered species for many years. These measures are based on measures in MCWRA's Salinas River Lagoon Management and Enhancement Plan (Monterey County Water Resources Agency 1997); the July 24, 2007 USFWS Biological Opinion covering the Breaching of the Salinas River Lagoon (PAS 646.693.7166); and MCWRA's 2018 Monitoring and Reporting Plan associated with the Statewide General Waste Discharge Requirements for Dredged or Fill Discharges to Waters Deemed by the U.S. Army Corps of Engineers to be Outside of Federal Jurisdiction, Order No. 2004-0004-DWQ issued by the Central Coast Regional Water Quality Control Board.

### **5.2.1.1 Notification**

Prior to initiation of sandbar management activities, MCWRA will contact USFWS, NMFS, State Parks, and the Central Coast Regional Water Quality Control Board, as is currently required by Order No. 2004-0004-DWQ. The contact will occur when MCWRA determines that conditions are forecasted that may necessitate sandbar management activities to facilitate a lagoon breach and alleviate flooding. Coordination with State Parks and Salinas NWR staff will ensure that MCWRA is informed of the current status of western snowy plover breeding activity in the permit area and will include the communication of any known active nest locations. MCWRA will provide updates on sandbar management activities (including monitoring of potential effects to covered species) until the situation has stabilized. MCWRA anticipates that initial notification will occur 1 to 3 calendar days ahead of any proposed activities. In addition to the notification to regulatory agencies, MCWRA will post a notice to the public on the agency's website that a lagoon breach may be imminent. MCWRA will work with the local health department to include lagoon status on any public notices related to beach closures.

### **5.2.1.2 Species-Specific Pre-Activity Surveys**

The following species-specific pre-activity surveys will be conducted if sandbar management activities are forecast to occur during the listed timeframes in order to avoid and minimize effects to the covered species. If the covered species are observed during pre-activity surveys, avoidance measures as described herein including biological monitoring will be employed during work activities.

- Tidewater goby (all year round)
- Western snowy plover (all year round)
- Monterey spineflower (March 1 to June 30)

### **5.2.1.3 Biological Monitoring**

A qualified biological monitor approved by USFWS will be on site to oversee sandbar management activities. Prior to any work, the monitor will survey the work area during daylight hours to identify an access path for tidewater goby monitoring locations, an access path for construction equipment, and a proposed pilot channel location free of Monterey spineflower and nesting snowy plovers. The monitor will conduct a worker environmental awareness training to notify the crew of possible covered species that may be on site during work activities, what to do in the event the covered species are found, and review the applicable best management practices (BMPs; described below), to be implemented during sandbar management activities. The monitor will remain on site

throughout the work activities to ensure that BMPs are implemented. The designated biological monitor will have the authority to immediately stop (and correct) any activity that does not comply with the required measures. All monitoring will be conducted in a safe manner and may be modified or eliminated if unsafe conditions exist. Below are details on specific species monitoring protocols.

The pilot channel will be monitored during daylight hours for fish (dead or alive) and for evidence of fish stranding from the time water begins to overtop the sandbar and flow into the pilot channel, until lagoon elevation has dropped and stranding risk has abated in the best professional judgement of the qualified biological monitor. Potential stranding areas around the lagoon perimeter will also be monitored for fish stranding. Any stranded fish will be identified to species. Stranded tidewater goby and other native fish species will be relocated into a location in the lagoon determined in advance of the breach that has been deemed safe from further effects of the breaching. Stranded nonnative fish or invasive predatory fish will not be returned to the lagoon and will be euthanized if necessary. Fish monitoring will be conducted in a manner to minimize unintended impacts to western snowy plover by maintaining avoidance buffers and minimizing time spent in the vicinity of any nesting western snowy plover.

Western snowy plover monitoring will include observation, visual scan surveys, and pedestrian surveys of the work site and all access routes by a qualified biologist. Western snowy plover adults, chicks, nests, nesting behavior, and potential nest identification will be included in the surveys. A path void of plovers, nests, or potential nests leading to the lagoon breaching location and tidewater goby monitoring locations will be identified during daylight hours, providing minimal clearance for single path routes for equipment and personnel. As an added precaution, the monitor will walk in front of the equipment regardless of the timing of the work, visually scanning the substrate that would be disturbed during beach access, and keep the equipment moving at a rate under 5 mph. If, despite MCWRA's best efforts to avoid plover nests, a nest is determined to be at risk of injury during project activities (e.g., within the path of the flow of water through the breached sandbar), and relocation is deemed not possible by the qualified biologist, MCWRA may capture up to 6 eggs or very young chicks (i.e., 6 individuals total, equivalent to 2 nests or broods) for captive rearing over the course of the permit term.

#### 5.2.1.4 Photo-Documentation

Photographs will be taken to document the sandbar management activities. Photos depicting before, during, and after the action will be taken in both the upstream and downstream directions and represent the entire length and direction of the pilot channel. Photo-points will also be established of selected locations along the lagoon periphery where tidewater goby are often detected during lagoon sampling to document changes in water level and exposure of vegetation and substrates.

#### 5.2.1.5 Best Management Practices

**BMP-1. Environmental Awareness Training:** All persons employed or otherwise working on site shall participate in an environmental education program before performing any work.

**BMP-2. Spill Prevention:** Prior to staging and accessing the beach, any equipment that will be used will be inspected for fluid leaks. Any leaks that are discovered will be repaired, or equipment will be replaced, before staging or entering the beach. Equipment will be staged on the landward side of the dunes on an existing access road. This is an area where an accidental spill of fluids would not reach the surrounding waterways. Loading and fueling will take place in the staging area. Spill response

materials will be kept on site for rapid containment in the event of an accidental release, and all staff will be trained in their proper use.

**BMP-3. Access:** Equipment will enter the beach at a designated access gate and proceed along the access pathway that has been surveyed and marked by the biological monitor. The access pathway will be approximately 12 feet wide and equipment will be driven on the beach for sandbar management only. The equipment will exit from the excavation area along the same path it entered.

**BMP-4. Sensitive Habitat Avoidance:** All work activities shall be confined to the designated work areas and will avoid environmentally sensitive areas not designated for the work area including coastal salt marsh wetlands, vegetated coastal dunes, and open waters.

**BMP-5. Speed Limit:** Vehicles and heavy equipment driven off-road during sandbar management activities will not exceed a speed of 5 miles per hour.

**BMP-6. Stockpiling:** Excavation of the pilot channel will utilize a bulldozer or excavator and will result in relocation of approximately 2,000 cubic yards of native beach sand. The stockpiles of sand will be left in place directly adjacent to the pilot channel location after sandbar management activities conclude and will naturally erode with future wave action.

**BMP-7. Covered Species Avoidance:** If a covered species is encountered during project implementation, the designated biological monitor will stop work and coordinate with the project lead to determine if the work area can be adjusted to avoid the covered species. Adult or fledgling snowy plover within the work area shall be allowed to leave on their own accord unharmed and they shall not be handled or disturbed. Snowy plover nests will not be approached within 100 feet unless a closer approach is necessary due to access or safety constraints.

**BMP-8. Survey and Relocation.** A qualified biologist will conduct a survey for tidewater goby in areas of the lagoon adjacent to the slidegate, the breach location, and accessible locations along the north and west sides prior to the lagoon breach to document presence of tidewater goby and any other fish species in areas likely to be impacted by the breach. Goby located in areas where the biologist determines they are likely to be harmed by breaching will be relocated to a location in the lagoon determined in advance of the breach that has been deemed safe from effects of the breaching. During the breach event, the biologist will monitor the pilot channel and lagoon perimeter for goby that become stranded in dewatered areas or in shallow pools that may dry out or have an increased risk of predation and will relocate any individuals into a location in the lagoon determined in advance of the breach that has been deemed safe from further effects of the breaching.

**BMP-9. Salvage and Captive Rearing.** If, despite MCWRA's best efforts to avoid plover nests, a nest is determined to be at risk of injury during project activities (e.g., within the path of the flow of water through the breached sandbar), MCWRA may capture up to 6 eggs or chicks (i.e., 6 individuals total, equivalent to 2 nests) for captive rearing during the permit term. In all cases, a qualified biologist will first determine whether the nest or chicks and accompanying adults can be moved to a safe location on the beach. If this is deemed not possible, the need for captive rearing will be determined by the qualified biologist and will be dependent on the feasibility and safety of temporarily suspending emergency operations to facilitate the recovery of the nest. It is also dependent on an approved facility such as International Bird Rescue or Monterey SPCA having the capacity to accept the eggs or chicks.

**BMP-10. Directing Broods to Safety.** If snowy plover chicks are determined to be at risk of injury during project activities, the designated biologist may slowly direct chicks and attendant adults out

of the area of project activities to a safe area of the beach by slowly and carefully walking toward chicks and adults and encouraging movement in the direction of the safe area. The biologist will monitor for the presence of potential avian predators before directing broods to an area, and will continue to watch to confirm that chicks and attendant adults remain in the safe area and do not re-enter the area of project activities.

**BMP-11. Notification of Take or Injury:** If a covered species is taken, trapped, injured or found dead within the vicinity of the project, the biological monitor will notify the MCWRA project lead immediately, prior to notifying USFWS.

**BMP-12. Invasive Plants:** To minimize the spread of invasive plant species on site, vehicles and heavy equipment driven off-road during sandbar management activities will be cleaned of visible soil and organic matter prior to use, and access routes will be planned to avoid areas infested with invasive species (where feasible).

**BMP-13. Work Site Cleanliness:** To minimize the attraction of potential predators of western snowy plover such as corvids, all activity and food-related trash will be placed in a covered receptacle and removed from the work site daily.

## 5.2.2 Mitigation Measures

As indicated in Chapter 4, *Effects of Covered Activities*, covered activities would result in minor and temporary impacts to lagoon habitat for tidewater goby, to suitable foraging and nesting habitat for western snowy plover, and to suitable habitat for Monterey spineflower. No permanent impacts or loss of habitat or critical habitat for any of the covered species is anticipated. There is potential for adverse effects to individuals of all covered species from the implementation of covered activities. MCWRA has proposed the following mitigation to offset these impacts.

### 5.2.2.1 Tidewater Goby

The recovery plan for tidewater goby (U.S. Fish and Wildlife Service 2005) identifies the need for monitoring, protecting, and enhancing currently occupied goby habitat, as well as the need for additional biological research to enhance the ability to integrate land use practices with tidewater goby recovery, and surveys to identify suitable habitat in the Salinas Valley. In support of these recovery actions, MCWRA is proposing the following mitigation.

1. Additional monitoring of breaching effects on goby to document population dynamics and persistence in the lagoon (i.e., post-breach stranding surveys, pre- and post-breach density and distribution surveys), to document actual take during breaching events, and to help inform management of the lagoon to aid in recovery of the species by supporting the persistence of the current population.
2. Contribution toward the recovery of tidewater goby by funding directed research to provide a greater understanding of the distribution and life history characteristics of goby in the Salinas River Lagoon and larger Salinas Valley region. These studies include two sampling events at each location timed several months apart and during seasons of highest expected abundance to capture potential seasonal variations in occupancy and size/age composition. Sampling events for the lagoon study and the regional study will be implemented concurrently. Final study designs will be determined through coordination between MCWRA and USFWS.

- Research in the lagoon will focus on providing a more detailed understanding of the reproductive patterns of the population in the lagoon to determine peak reproductive period(s) and an estimate of the resiliency of the population to stochastic events. The proposed seining survey aims to capture large numbers of tidewater goby in the Salinas River Lagoon (>100). Each captured goby will be measured to the nearest millimeter. As growth is directly correlated with age, and an age-at-length relationship has been established for the species (Hellmair and Kinziger 2014), obtaining length measurements for a large number of fish will aid in documenting when juvenile fish appear in the system, their relative abundance compared to larger fish, and will permit back-calculation of reproductive timing. This, in turn, will allow development of an estimate of the timing of reproductive activity throughout the year. Sampling will occur according to standardized USFWS protocol. Sampling sites will include the established locations surveyed during periodic goby distribution surveys in the lagoon (Figure 1-2). If the number of fish captured at these locations is low, additional accessible locations (most likely in the lower end of the lagoon) will be sampled until the desired sample size is reached (or the limits of time allotted for field sampling has been reached).
- A regional study will be implemented utilizing environmental DNA (eDNA) sampling to assess the broader tidewater goby distribution in the Salinas River and connected waterways to evaluate occupancy and the potential presence of nearby source or refuge populations. Up to 40 potentially suitable habitat locations with no access restrictions within the Greater Bay Area Recovery Subunits GB 10 and GB 11, including some locations which have previously been surveyed, will be identified for eDNA sample collection. Potentially low detection probability will be ameliorated by taking multiple samples at locations such that sample volume is proportionate to location size (i.e., a single sample may be sufficient for small, isolated locations, whereas larger locations may require 2-4 samples). Upon filtration of water samples, the filters containing the eDNA will be preserved according to standard practices and submitted to the CalPoly Humboldt Fisheries Genetics Laboratory for DNA extraction, amplification, and analysis, following procedures described in Sutter and Kinziger (2019).

To avoid potential adverse effects to nesting western snowy plover during the implementation of tidewater goby monitoring and research studies, access to the lower lagoon will be planned in coordination with State Parks and/or Salinas River NWR staff and up-to-date observations of plover nesting activities. Access to sampling locations is typically via boat or walking along the water's edge of the lagoon. If a proposed tidewater goby sampling location is identified as likely to result in disturbance to nesting western snowy plover, an alternate sampling location that avoids disturbance will be utilized.

### 5.2.2.2 Western Snowy Plover

The western snowy plover recovery plan (U.S. Fish and Wildlife Service 2007b) identifies the need for management of breeding and wintering habitat of the Pacific coast population to ameliorate or eliminate threats and maximize survival and productivity, as well as the need to conduct public information and education programs about western snowy plover. In support of these recovery actions, MCWRA is proposing the following mitigation.

1. MCWRA will contribute funding to support State Parks' breeding season habitat management and public education and outreach programs. In accordance with State Parks' priorities, funding

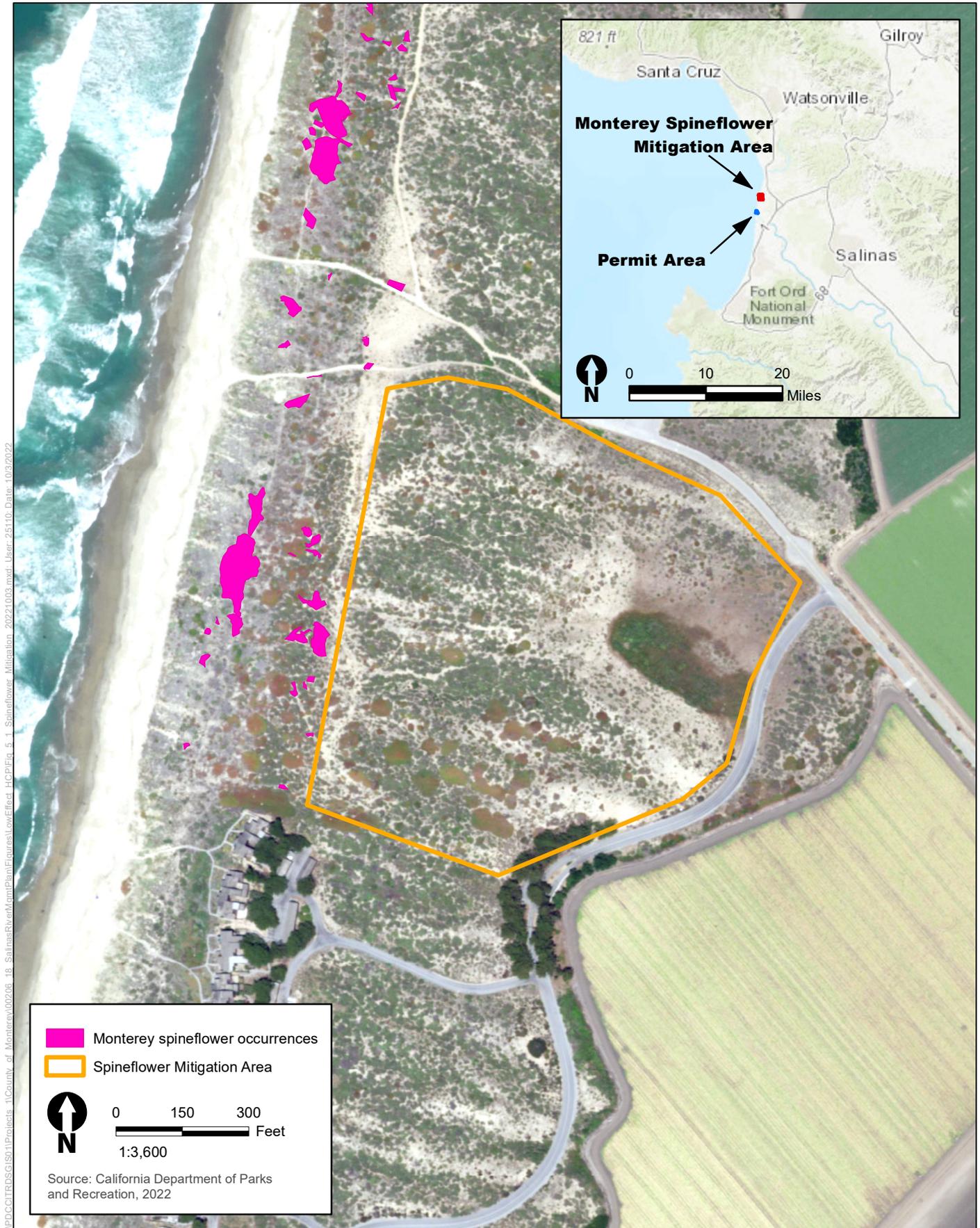
may be used for any combination of symbolic fencing with signage around important nesting areas, interpretive signs at major trailheads, animal-proof trash receptacles at trailheads and beach access points, and direct public outreach (e.g., docent program).

### 5.2.2.3 Monterey Spineflower

The recovery strategy for Monterey spineflower (U.S. Fish and Wildlife Service 1998) focuses primarily on the restoration of degraded habitat to ensure the establishment of larger and more numerous populations over a greater proportion of the historic range. Recommended actions from the 2020 species status review include monitoring populations on State Parks' beaches, and restoration and reintroductions in coastal dune systems. In support of these recovery actions, MCWRA is proposing the following mitigation.

1. MCWRA will contribute funding to invasive species removal on Salinas River State Beach in support of State Parks' invasives management program. To compensate for the temporary impacts of up to 0.19 acre of suitable Monterey spineflower habitat that may occur per breaching event, MCWRA will fund the removal of invasive species on 1 acre of Salinas River State Beach to enhance and restore Monterey spineflower habitat.
  - The area identified for restoration is adjacent to existing spineflower occurrences and will complement an ongoing removal effort in the same area (Figure 5-1).
  - Photo points will be established at the restoration site to capture baseline, implementation, and post-implementation conditions to monitor the success of removal efforts and document the re-colonization of native plants and wildlife use as observed.
  - Removal methods and the adaptive management approach for restoration areas are described in the *Salinas River State Beach Dune Restoration and Management Plan* (Central Coast Wetlands Group and Coastal Conservation and Research 2021).
2. MCWRA will conduct a botanical survey to document occurrence and locations of populations of Monterey spineflower in the permit area.

In cooperation with State Parks, seeds will be collected from any mature plants that cannot be avoided during sandbar management activities. Seeds will be transferred to State Parks' possession for future transplantation into protected suitable habitat, either outside the area of potential impact from breaching in the plan area, or in other areas of Salinas River State Beach.



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**Figure 5-1  
Monterey Spineflower Mitigation Area**

# Monitoring and Adaptive Management

## 5.2.3 Monitoring

HCPs are required to include provisions for monitoring to do the following.

1. Ensure compliance with the terms and conditions of the Plan.
2. Assess progress toward achieving the biological goals and objectives.
3. Evaluate the effectiveness of management actions on achieving the covered species goals and objectives over time.

Monitoring is considered an integral component of the conservation strategy of HCPs. This section includes specific requirements and guidance for the monitoring and adaptive management program throughout the permit term. Adaptive management actions are integrated in the approach described in Section 5.3.2, *Adaptive Management*, and monitoring will inform changes to management actions to improve outcomes of conservation measures for covered species. The goal of this section is to provide a sufficient framework and guidance to ensure that the monitoring and adaptive management program designed during implementation will meet ESA regulatory standards discussed in Section 1.7, *Regulatory Framework*. Another important goal of this section is to provide enough detail to estimate the cost of monitoring and adaptive management, and identify and ensure funding (see Chapter 7, *Cost and Funding*).

### Compliance Monitoring

*Compliance monitoring* is monitoring that demonstrates compliance with the terms and conditions of the HCP and its permits. It also tracks progress of HCP implementation in accordance with the implementation schedule required for the conservation measure implementation or for other aspects of HCP implementation (e.g., annual report deadlines). Compliance monitoring determines whether the HCP is being implemented as intended, not whether the conservation strategy is working. MCWRA will conduct compliance monitoring to ensure the HCP is being implemented as described. MCWRA will use the annual reporting process to report HCP compliance and USFWS will verify compliance as part of the annual report review process. MCWRA responsibilities in implementing the HCP, including timing for development and release of the annual report, is described in Chapter 6, *Plan Implementation*.

Compliance monitoring is required to verify and document that all requirements in this HCP and terms and conditions of the incidental take permit are carried out. The Permittee must verify that the avoidance and minimization measures have been implemented successfully. To satisfy this condition, the Permittee will hire qualified biologists approved by USFWS to conduct necessary pre-activity surveys and monitoring during the implementation of covered activities. The biologists hired will be available on an on-call/as-needed basis with guaranteed availability for emergency response as a condition of the contract. MCWRA will document compliance with the avoidance and minimization measures of this HCP by submitting post-breaching activity reports to USFWS. These reports will present the activities that occurred and which avoidance and minimization measures were implemented. The HCP will be deemed in compliance if all of the terms and conditions of the incidental take permit have been implemented and documented.

## Effectiveness Monitoring

*Effectiveness monitoring* is defined by USFWS as the collection of information necessary to support ongoing conservation decisions (81 FR 93702). As summarized in the HCP Handbook (U.S. Fish and Wildlife Service and National Marine Fisheries Service 2016:17-2), effectiveness monitoring evaluates whether the effects of implementing the HCP's conservation strategy are consistent with the assumptions and predictions made when the HCP was developed and approved (U.S. Fish and Wildlife Service and National Marine Fisheries Service 2016). Effectiveness monitoring is used to assess whether implementation of the conservation strategy is achieving the Plan's biological goals and objectives.

Effectiveness monitoring for this HCP is focused on the outcomes of implementing conservation measures. Understanding the effects of management actions is a critical component of the monitoring and adaptive management program. The purpose of this monitoring is to ascertain the success of conservation measures in achieving desired outcomes, and to provide information and mechanisms for altering conservation measures if necessary.

### 5.2.3.1 Qualified Biologist/Qualified Professional

The monitoring efforts described in this chapter will be conducted by a qualified biologist or qualified professional. *Qualified biologists* are those biologists who have the proper combination of experience, education, and training necessary to perform the tasks described in this Plan accurately and in an unbiased fashion. The term *qualified biologist* is used generically to mean a biologist who is trained to perform the given task; such a person is, more specifically, a fisheries biologist, wildlife biologist, botanist, or ecologist. Training must be in the specific field to which the task is related. For example, a botanist may not perform work that may take a covered species unless the individual is also competent in implementing the task associated with a particular covered species.

If the task has the potential to result in take of covered species, the biologist must be approved by USFWS following a review of qualifications consistent with the current Section 10(a)(1)(A) review process. Take coverage for monitoring (if needed) is provided under this HCP and its permits (i.e., a separate Section 10(a)(1)(A) permit is not required to perform monitoring required by this HCP). Once approved, MCWRA will maintain a list of pre-approved qualified biologists and the tasks that they are approved to perform for a 5-year period.

If the task has the potential to result in take of non-covered listed species, the qualified biologist must obtain or be covered under a Section 10(a)(1)(A) permit for those non-covered listed species.

### 5.2.4 Adaptive Management

The HCP Handbook describes adaptive management as, "a strategy for addressing uncertainty associated with an HCP's conservation program, particularly uncertainty that poses a significant risk to the covered species (U.S. Fish and Wildlife Service and National Marine Fisheries Service 2016)." For the purposes of this Plan, adaptive management is a decision-making process used to examine alternative strategies to meet the biological goals and objectives and, if necessary, adjust future management actions based on new information. Monitoring the outcomes of management actions is the foundation of an adaptive approach, and thoughtful monitoring can guide iterative modifications to management actions (Williams et al. 2007).

Adaptive management is most often applied to changes in management actions that may be described in the HCP or in a subsequent management plan. However, it may require changes to biological objectives or conservation measures described in the conservation strategy to best achieve the biological goals. Changes to this HCP's biological objectives or conservation measures needed to accomplish the biological goal of enhancing habitat for covered species in the HCP permit area will not require an HCP amendment as long as MCWRA and USFWS agree on the proposed change and the regulatory assurances of the HCP are maintained.

MCWRA will oversee the adaptive management process. MCWRA will also coordinate and share the results of monitoring, as appropriate, with other HCPs, and other regional conservation and restoration programs that may benefit from information gathered through this program.

Adaptive management actions will likely take place at the following junctures.

- When new information from the literature or other relevant research indicates that a feasible and superior alternative method for achieving the biological goals and objectives exists.
- When monitoring indicates that the expected or desired result of a management action did not take place.
- When take of western snowy plover or tidewater goby approaches permitted levels, AMMs may need to be revised. If this occurs, MCWRA and USFWS will meet and confer to determine if the HCP AMMs need to be improved. If measures are determined to be inadequate, or if new techniques are available to more effectively avoid and minimize take, then revisions to the AMMs will be made as soon as practicable.
- When MCWRA identifies threats to restoration efforts that require a new or unique response.
- When the results of directed studies indicate that new methods of restoration or management would benefit the covered species.

## **6.1 Responsible Parties**

This section describes how MCWRA will implement the HCP and the roles, functions, and responsibilities of those parties involved in its implementation. This chapter also outlines the regulatory assurances sought by MCWRA and the changed and unforeseen circumstances that define those assurances.

### **6.1.1 Monterey County Water Resources Agency**

As the Permittee, MCWRA will be responsible for HCP implementation, including undertaking administrative responsibilities for the HCP. MCWRA is also responsible for execution of the HCP's conservation measures (Chapter 5, *Conservation Strategy*,) and the monitoring and adaptive management program (Section 5.3). The Permittee will track and document compliance with the conservation measures and will be responsible for preparing compliance reports to be submitted to USFWS as described in Section 6.2, *Reporting*.

### **6.1.2 U.S. Fish and Wildlife Service**

USFWS is the regulatory agency that issues the federal ITP and will oversee implementation of the HCP. USFWS will receive reports submitted by the Permittee and will have an opportunity to review and comment on these reports. If USFWS determines upon review of these reports that the Permittee is not in compliance with the terms of the HCP, it is USFWS's responsibility to inform the Permittee of their responsibility to reestablish compliance with the HCP.

## **6.2 Reporting**

When facilitated lagoon breaching is implemented, MCWRA will provide an after-action report to USFWS within 45 days of conducting sandbar management activities. This report will serve as the annual report documenting compliance with the HCP and ITP in years when facilitated lagoon breaching occurs. MCWRA will deliver the report as an electronic file in PDF format. The after-action report will summarize the breach event's covered activities and implementation of conservation measures. If facilitated breaching is required again within the same year, the after-action report will be revised with an addendum describing the new event's covered activities and implementation of conservation measures, as well as any additional new information.

After-action reports will be submitted to USFWS and be made available to the public through posting on MCWRA's website. The purpose of the after-action report is as follows.

- To provide the information and data necessary to document Plan implementation, in compliance with all requirements of the HCP and ITP.
- To disclose any issues with Plan implementation that need to be addressed in partnership with USFWS.

After-action reports will include the following information.

- Summary of all covered activities conducted, locations where activities occurred, and the total acreage of disturbed land resulting from these activities.
- Any impacts on covered species habitat observed as a result of the covered activities.
- Summary of the avoidance and minimization measures and BMPs implemented during the covered activities.
- Representative photos of affected areas.
- The number of covered species observed killed or harmed through implementation of covered activities.
- Summary of the mitigation measures implemented to date, including any recommended changes to increase the efficacy of the measures.
- An assessment of the progress towards meeting the biological goals and objectives to date.
- Assessment of the efficacy of the monitoring program and conservation measures, and recommended changes to the program (adaptive management) based on interpretation of monitoring results and findings, if applicable.
- HCP amendments (if any).

In years when no facilitated breach events occur, MCWRA will submit an annual report describing all activities undertaken during the reporting period to maintain compliance with the HCP and ITP, including implementation of mitigation actions and progress toward meeting the biological goals and objectives of the HCP. The reporting period will be the same as the water year (October to September) and annual reports will be submitted no later than November 15, delivered as an electronic file in PDF format.

Non-breach year annual reports will include the following information.

- Summary of the mitigation measures implemented, including any recommended changes to increase the efficacy of the measures.
- An assessment of the progress towards meeting the biological goals and objectives.
- Assessment of the efficacy of the monitoring program and conservation measures, and recommended changes to the program (adaptive management) based on interpretation of monitoring results and findings, if applicable.
- HCP amendments (if any).

### 6.3 No Surprises Assurances

No Surprises Assurances<sup>8</sup> will provide assurances to MCWRA (as the Permittee) that as long as MCWRA properly implements the HCP and ITP, no additional commitment of land, water, or financial compensation will be required with respect to minimization and mitigation, and no restrictions on the use of land, water, or other natural resources will be imposed beyond those

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<sup>8</sup> 50 CFR 17.3, 17.22(b)(5), and 17.32(b)(5)

specified in the HCP without the consent of MCWRA. The No Surprises Assurance has two major components: changed circumstances and unforeseen circumstances.

*Changed circumstances* are defined in the No Surprises rule as “changes in circumstances affecting a species or geographic area covered by a conservation plan or agreement that can reasonably be anticipated by plan or agreement developers and the Service and that can be planned for (e.g., the listing of new species, or a fire or other natural catastrophic event in areas prone to such events)” (50 CFR 17.3). It is important to identify all reasonably foreseeable changed circumstances that may occur during the permit term and feasible responses to them. If additional conservation and mitigation measures are deemed necessary to respond to changed circumstances, and such measures are provided for in the HCP, MCWRA will implement such measures if a changed circumstance occurs.<sup>9</sup> If additional conservation and mitigation measures are deemed necessary to respond to changed circumstances, but such measures were not provided for in the HCP, USFWS will not require any additional measures beyond those provided for in the HCP, without the consent of MCWRA, provided the HCP is being properly implemented.<sup>10</sup> A plan is considered properly implemented if its “commitments and provisions have been or are being fully implemented by the permittee” (50 CFR 17.3).

*Unforeseen circumstances* are “changes in circumstances affecting a species or geographic area covered by a conservation plan or agreement that could not reasonably have been anticipated by plan or agreement developers and the Service at the time of the conservation plan's or agreement's negotiation and development, and that result in a substantial and adverse change in the status of the covered species” (50 CFR 17.3). USFWS bears the burden of demonstrating that unforeseen circumstances exist using the best available scientific and commercial data available while considering certain factors.<sup>11</sup> If unforeseen circumstances occur, USFWS will not require MCWRA to commit additional resources or measures beyond those included in the HCP, unless MCWRA consents.

### 6.3.1 Changed Circumstances

As described in Section 6.2.1, *No Surprises Assurances*, USFWS will not require any additional conservation or mitigation to address changed circumstances that are not identified in this section without the consent of MCWRA as long as the HCP is being properly implemented. Accordingly, this HCP identifies the following changed circumstances and the specific response to each circumstance. MCWRA must implement these remedial measures in response to a changed circumstance. If additional or alternative conservation measures are proposed or deemed necessary by USFWS to respond to changed circumstances, and such measures are not described in this section, USFWS and MCWRA may work together to shift priorities to best meet goals and objectives within the original resource commitments in the HCP.

Should a changed circumstance occur, MCWRA will work with USFWS to respond as described below to the extent necessary and reasonable. MCWRA understands that No Surprises Assurances are contingent on the proper implementation of the HCP and ITP. The expected costs to implement remedial measures in response to changed circumstances are accounted for in the contingency funds described in Chapter 7, *Cost and Funding*.

<sup>9</sup> 50 CFR 17.22(b)(5)(i) and 17.32(b)(5)(i)

<sup>10</sup> 50 CFR 17.22(b)(5)(ii) and 17.32(b)(5)(ii)

<sup>11</sup> 50 CFR 17.22(b)(5)(iii)(C) and 17.32(b)(5)(iii)(C)

The following changed circumstance can be reasonably anticipated to the degree defined, after which the circumstances would be considered unforeseen. Given the limited geographic scope of this HCP and its short permit term of five years, only one changed circumstance has been identified as being reasonably anticipated.

- Listing of a non-covered species or discovery of an additional federally listed species within the permit area.

Any other change in circumstance during the permit term would be considered unforeseen.

### **6.3.1.1 Listing of a Non-Covered Species or Discovery of an Additional Federally Listed Species within the Permit Area**

Over the course of HCP implementation, USFWS may list a species under the ESA that is present within the HCP permit area, but not covered by the HCP. Alternatively, species surveys may identify another federally listed plant or wildlife species in the permit area that is not covered under the HCP. Given the short timeframe of the HCP and its limited geographic scope, both occurrences are considered unlikely. However, if either occurs, the following responsive actions will be taken by MCWRA.

- The potential impacts of covered activities on the listed species will be evaluated, including an assessment of the presence of suitable habitat in impact areas.
- If covered activities could cause take of the listed species, MCWRA will, in consultation with USFWS, develop measures to avoid take of the listed species. If take cannot be avoided, MCWRA will work with USFWS to develop an application to amend the HCP to cover this species or seek alternative compliance with the ESA such as through a Section 7 consultation.

Procedures for modifications and amendments to the HCP are outlined below.

## **6.4 Modifications to the Plan**

The HCP and ITP can be modified in accordance with federal regulations. HCP modifications are not anticipated to occur on a regular basis. Modifications may be requested by MCWRA or by USFWS, but only MCWRA may propose wording of modifications for approval by USFWS. Modifications will fall into one of three categories: administrative changes, minor modifications, and amendments, each of which is described below.

### **6.4.1 Administrative Changes**

Administrative changes are changes or corrections to the HCP that do not require authorization from USFWS. MCWRA will document administrative changes in writing. These administrative changes are defined as those that will not trigger the need for additional NEPA or California Environmental Quality Act (CEQA) compliance. USFWS will be provided a summary of administrative changes in each annual report. Examples of administrative changes are listed below.

- Corrections of errors in the HCP that do not change the intended meaning or obligations.
- Clarification to address small errors, omissions, inconsistencies, or language that may be too general or too specific for practical application.

- Minor changes to survey or monitoring protocols, including BMPs, that are not proposed in response to adaptive management.<sup>12</sup>
- Changes to monitoring survey frequency based on new and better information.
- Adoption of new monitoring protocols that may be promulgated by USFWS in the future.

## 6.4.2 Minor Modifications

Minor modifications are changes that do not affect the impact assessment or conservation strategy described in the HCP and do not affect the ability of MCWRA to achieve the biological goals of the HCP. Minor modifications do not require an amendment to the permit, but they do require written approval by USFWS before being implemented. Minor modifications will not involve changes that would adversely affect covered species, the level of take, or the obligations of the permittee; therefore, these modifications are defined as not triggering additional NEPA or CEQA compliance.

To modify the HCP without amending the ITP, MCWRA will submit a written description of the proposed change to USFWS as well as an explanation of why its effects are not believed to be significantly different from those described in the original HCP. If USFWS concurs with the proposal, they will authorize the modification in writing, and the modification to the HCP will be considered effective on the date of the written authorization. Examples of minor modifications are listed below.

- Modification of biological objectives or conservation measures, or adoption of additional conservation measures to improve the likelihood of achieving biological objectives.
- Revisions to or discontinued implementation of conservation measures if they are shown to be ineffective.
- Modification of existing or adoption of new performance indicators or standards if results of monitoring and research, or new information developed by others, indicate that the initial performance indicators or standards are inappropriate measures of success for the applicable conservation measures.
- Modification of existing or adoption of additional biological objectives for covered species where such changes are consistent with achieving existing biological goals and objectives and overall HCP goals.
- Minor changes to the annual reporting requirements.
- Other changes that do not result in adverse effects on covered species beyond those analyzed in the conservation strategy and that do not limit the ability of MCWRA to achieve the biological goals and objectives of the HCP.

## 6.4.3 Amendments

An amendment is a change in the HCP that may affect the impact analysis or conservation strategy in the HCP. Amendments to the HCP may require an amendment to the ITP through generally the same formal review process as the original HCP and ITP, including NEPA review, *Federal Register* notices, and an internal ESA Section 7 consultation with USFWS. To obtain USFWS's approval of a proposed amendment, MCWRA must submit the proposed amendment to USFWS in a report that includes a

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<sup>12</sup> Such changes are subject to the federal No Surprises Regulation.

description of the need for the amendment, an assessment of its impacts, and any alternatives by which the objectives of the proposal might be achieved. Upon submission of a completed application package, USFWS will publish a notice of the proposed application in the *Federal Register*, initiating the NEPA and HCP amendment review process. After public comment, USFWS may approve or deny the HCP amendment application.

Examples of changes that would require an amendment include, but are not limited to, those listed below.

- Revising the HCP plan area boundary.
- Adding or removing covered species from a permit.
- Increasing the allowable take limit for existing covered activities or adding new covered activities to the HCP.
- Modifying any important action or component of the conservation strategy that may substantially affect levels of authorized take, effects of the covered activities, or the nature or scope of the conservation strategy.
- Any change to the biological goals or a major change to the biological objectives if monitoring or research indicates that they are not attainable.
- Extending the ITP term beyond 5 years unless this is the only change proposed (see next section for details).

#### 6.4.4 Permit Renewal

It is the intention of MCWRA, after five years or less, to replace this HCP with the Salinas River Operations HCP that will address the long-term management of the Salinas River and its tributaries. However, if completion of the Salinas River Operations HCP takes longer than anticipated, MCWRA may need to renew this permit until it is completed.

Take authorization for all covered activities will expire at the end of the permit term unless the permit is renewed or replaced. Near the end of the permit term, MCWRA will determine whether and how to extend the term of the permit. Ideally, the permit will no longer be needed due to the completion and approval of the Salinas River Operations HCP which will provide take coverage for these covered activities.

If MCWRA determines that there is a continued need to maintain the permit, MCWRA may choose to apply to USFWS to only renew the permit duration. A relatively simple amendment process applies when a permittee applies for a permit renewal that only changes the expiration date of the HCP and permit. A permit renewal cannot change the amount of authorized take or any other components of the HCP or ITP. If MCWRA determines take limits have not been reached and a permit renewal is desired because of a delay in the issuance of the Salinas River Operations HCP take permits, MCWRA will contact USFWS to request a renewal at least 30 days prior to permit expiration. USFWS (50 CFR 13.22) regulations allow an ITP to remain in effect while the agency considers a renewal request so long as the request is received at least 30 days before ITP expiration. No federal notice is required for a permit renewal, nor is NEPA compliance required.

## 6.4.5 Suspension and Revocation

USFWS may suspend or revoke the ITP if the Permittee fails to implement the HCP in accordance with the terms and conditions of the permit or if suspension or revocation is otherwise required by law. Suspension or revocation of the Section 10(a)(1)(B) permit, in whole or in part, by USFWS will be in accordance with 50 CFR Sections 13.27–29, 17.32(b)(8).

In order to issue an ITP under the ESA Section 10(a)(2)(B), USFWS must find that “the applicant will ensure that adequate funding for the plan will be provided.” To identify adequate funding, the HCP applicant must first estimate the costs of implementing the HCP.

This chapter presents estimates of costs to implement the Salinas River Lagoon and Sandbar HCP, describes the methods used to estimate the costs, and identifies the proposed funding for all HCP costs, both before and after the permit term.

### 7.1 Estimated Costs for Plan Implementation

Estimating the full costs of implementing the HCP is an essential step to demonstrate “adequate funding.” The cost assumptions described in this chapter are based on the conservation strategy described in Chapter 5, *Conservation Strategy*; the monitoring and adaptive management program outlined in Section 5.3, *Monitoring and Adaptive Management*; potential remedial actions necessary to address changed circumstances in Chapter 6, *Plan Implementation*; and the level of effort needed to administer the HCP, also described in Chapter 6. Three major cost categories are listed below and described in detail in the following subsections.

- Plan Administration
- Conservation Strategy Implementation
- Monitoring and Adaptive Management (per breach)

MCWRA estimates the cost of HCP implementation at approximately \$322,400 (Table 7-1) over the course of the permit term.

**Table 7-1. Estimated Implementation Costs for the Habitat Conservation Plan**

<b>Category</b>	<b>Average Annual Cost</b>	<b>Total Permit Term Cost</b>
<b>Plan Administration</b>		
Administration	\$10,620	\$53,100
Reporting	\$6,195	\$30,975
<b>Conservation Strategy Implementation</b>		
Tidewater Goby	\$16,800	\$84,000
Western Snowy Plover	\$2,640	\$20,200*
Monterey Spineflower	\$3,550	\$17,750
<b>Monitoring and Adaptive Management</b>		
Costs per breach	\$12,655	\$63,275
Reporting	\$10,620	\$53,100
<b>Total</b>	<b>\$63,080</b>	<b>\$322,400</b>

\*Total Permit Term mitigation cost for western snowy plover includes a one-time cost for captive rearing of up to six (6) eggs or chicks.

### 7.1.1 Plan Administration

Plan administration costs are the expenses for MCWRA staff (e.g., administrative, planning) and any third party (e.g., consultants) contracted by MCWRA to carry out HCP administration tasks. MCWRA staffing needs for implementation include assumptions that at least an analyst (which may consist of either a Biologist or Water Resources Engineer depending on the tasks), database/GIS manager, and finance staff will support HCP implementation. This effort is not expected to require a full time equivalent (FTE) position but would require some portion of an FTE for these different skills.

### 7.1.2 Conservation Strategy Implementation

Implementation of the conservation strategy includes funding support for State Parks’ existing western snowy plover management and public outreach program, and existing invasive species removal program implemented on Salinas State Beach for the benefit of Monterey spineflower. MCWRA will also fund focused research studies on tidewater goby in the Salinas River Lagoon and broader Salinas Valley region. Additionally, targeted survey and monitoring activities are identified that will help to fill important information gaps related to covered species populations in the HCP permit area. Research, survey, and monitoring activities will be implemented by a consultant(s) hired by MCWRA.

### 7.1.3 Monitoring and Adaptive Management

Compliance and effectiveness monitoring required for implementation of the HCP is described in Section 5.3. It is expected that MCWRA will contract qualified biologists with the availability for on-call emergency work to implement the monitoring program.

## 7.2 Funding Assurances

Costs to implement the management actions described in the HCP will be borne through the MCWRA Administration Fund. MCWRA operates on a July 1 through June 30 fiscal year and only

authorizes budgets on an annual basis. Accordingly, specific monetary commitments for the MCWRA budget are subject to approval through the annual process as defined by Monterey County policy. However, MCWRA is committed to the success of this HCP and will guarantee that it will allocate sufficient funding in the Recommended Budget on an annual basis to properly implement the HCP and fulfill the terms and commitments of the ITP. In the event of a changed circumstance that requires additional funds above the annual allocation, MCWRA will seek HCP funding augmentation via discretionary reallocation of funds. If additional funds are needed, MCWRA could pursue discretionary reallocation of funds already allocated to the agency or request a budget amendment for approval by the Monterey County Water Resources Board of Supervisors. To demonstrate its ability to cover the costs of fulfilling the HCP obligations, the following table from MCWRA’s Administration Fund annual budget is provided.

**Table 7-2. Monterey County Water Resource Agency Administrative Fund Fiscal Year Appropriations**

<b>Fiscal Year</b>	2022/2023 Adopted	2021/2022 Actual	2020/2021 Actual
<b>Budget</b>	\$4,429,019	\$4,142,998	\$4,422,428

The above reflects MCWRA’s allocation of budget dollars for the last three fiscal years and is indicative of the trend for future fiscal years, reflecting budgeted dollars that can be used for the purposes of meeting MCWRA’s obligations under this HCP, should the annual allocation intended for the project be insufficient. The revenue identified to fund the implementation of this HCP is Ad Valorem taxes and Table 7-3 reflects actual revenues of the last two years and estimates for fiscal year 2022/2023.

**Table 7-3. Monterey County Water Resource Agency Administrative Fund Fiscal Year Ad Valorem Revenues**

<b>Fiscal Year</b>	2022/2023 Adopted	2021/2022 Actual	2020/2021 Actual
<b>Revenue</b>	\$2,553,771	\$2,676,082	\$2,549,764

MCWRA employs permanent full-time Water Resources Engineers, Hydrologists, and Biologists who are qualified and responsible for organizing and implementing activities to preserve and protect the resources within the HCP area. MCWRA’s staff will organize and implement the work necessary to fulfil the requirements of the HCP. MCWRA staff will consult or contract with qualified experts as needed to fulfill requirements under the HCP. In conjunction with the annual monitoring report, MCWRA will prepare an annual budget for the upcoming implementation year. The budget will account for MCWRA’s planned activities, including those related to the implementation of conservation measures expected during the upcoming year. The budget will set out projected expenditures and the funding for those expenditures. The information in the budget along with the Annual Report will contain sufficient information to demonstrate MCWRA’s ability to meet its financial obligations under the HCP. If funding for implementation of the HCP conservation measures is considered insufficient to meet the commitments outlined in the HCP or to properly implement the HCP, MCWRA will consult with USFWS to determine what actions may be necessary with respect to meeting the commitments of the permit or avoiding the risk of taking covered

animal species. MCWRA understands that failure to provide adequate funding and consequent failure to implement the terms of this HCP in full could result in temporary permit suspension or permit revocation.

## 8.1 Endangered Species Act Requirement

The ESA requires that Section 10 permit applicants specify in an HCP what alternative actions to the take of federally listed species were considered and the reasons why those alternatives were not selected. The HCP Handbook (U.S. Fish and Wildlife Service and National Marine Fisheries Service 2016) identifies two types of alternatives commonly used in HCPs: (1) an alternative that would reduce take below levels anticipated under the HCP and (2) an alternative that would avoid take and, hence, not require a permit from USFWS. These two options were considered when developing the alternatives to take described in this chapter.

## 8.2 Take Alternatives

This chapter identifies alternatives to take that would reduce or avoid the potential for take of species covered in the HCP. Due to the nature of the covered activities, there were no alternatives identified that could avoid or reduce take, and only the no-action alternative is addressed in this chapter.

This alternative is assessed in relation to the effects on covered species described in Chapter 4, *Effects of Covered Activities*, for the proposed covered activities and conservation strategy.

### 8.2.1 No HCP Alternative

The Applicant has a statutory responsibility (California Water Code, Appendix 52) as a public flood control and water agency in Monterey County and is unable to cease management of the Salinas River Lagoon and sandbar due to the risk of flooding to adjacent uplands, which in addition to negatively impacting high-value agricultural lands and private homes, may result in adverse effects to nesting western snowy plover (E. Krafft, pers. comm. 2021). The Applicant is also unable to develop and implement a method to manage the Salinas River Lagoon and sandbar without the risk of taking federally listed species. Covered activities will require some ground disturbance in habitat suitable for the covered species.

The No HCP Alternative would maintain the status quo of lagoon and sandbar operations being performed without an ITP, leaving MCWRA with a potential for increased risk and liability under the ESA, and reduce or eliminate potential benefits to covered species. This no-action alternative was rejected because there is a strong desire by MCWRA to receive incidental take authorization for lagoon and sandbar management operations and improve conditions for listed species.

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Appendix A  
**Evaluation of Federally Listed Species with Potential to  
Occur in the Plan Area**

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**Table A-1. Evaluation of Federally Listed Species with Potential to Occur in the Plan Area**

Species Name	Status <sup>a</sup>		Occur	Criteria <sup>b</sup>			Proposed for Coverage <sup>c</sup>	Notes
	State	Federal		Status	Impact	Data		
<b>Plants</b>								
Contra Costa goldfields <i>Lasthenia conjugens</i>	E	E	N	Y	N	Y	N	Vernal pools, swales, low depressions in open grassy areas. Vernal pool habitat does not occur in the plan area.
Marsh sandwort <i>Arenaria paludicola</i>	E	E	N	Y	N	Y	N	Known only from reintroduced populations in two locations in Golden Gate National Recreation Area, Marin County, and in the Sweet Springs Nature Preserve at the southern end of Morro Bay; the remaining native population is from the northwestern shore of Oso Flaco Lake in the Oceano Dunes State Vehicular Recreation Area, San Luis Obispo County (U.S. Fish and Wildlife Service 2020a).
Menzies' wallflower <i>Erysimum menziesii</i>	E	E	N	Y	N	Y	N	Historically occurred south of Salinas River, this occurrence was extirpated in 1980 due to storm waves and migration of the river mouth (California Department of Fish and Wildlife 2021).
Monterey gilia <i>Gilia tenuiflora</i> ssp. <i>arenaria</i>	T	E	N	Y	N	Y	N	Coastal dunes, coastal scrub, chaparral (maritime), cismontane woodland; bare, wind-sheltered areas often near dune summit or in the hind dunes; two records from Pleistocene inland dunes; 0–800 feet. One occurrence located just northeast of the plan area at Mulligan Hill (California Department of Fish and Wildlife 2021).
Monterey spineflower <i>Chorizanthe pungens</i> var. <i>pungens</i>	-	T	Y	Y	Y	Y	Y	Coastal dunes, chaparral, cismontane woodland, and coastal scrub; sandy soils in coastal dunes or more inland within chaparral or other habitats; 10–1,500 feet. Known from one occurrence in the plan area in the Salinas River NWR (California Department of Fish and Wildlife 2021). Also recently found in the vicinity of the beach access route used during sandbar management activities.

Species Name	Status <sup>a</sup>		Criteria <sup>b</sup>				Proposed for Coverage <sup>c</sup>	Notes
	State	Federal	Occur	Status	Impact	Data		
Santa Cruz tarplant <i>Holocarpha macradenia</i>	E	T	N	Y	N	Y	N	Coastal prairie, coastal scrub, valley and foothill grasslands; light, sandy soil or sandy clay. Only one population occurs in Monterey County, just south of the Santa Cruz County line and the City of Watsonville (U.S. Fish and Wildlife Service 2014a). No records in plan area.
Yadon's piperia <i>Piperia yadonii</i>	-	E	N	Y	N	Y	N	Closed-cone coniferous forest, maritime chaparral, and coastal bluff scrub; 30-2,400 feet; blooms: February-August. Occurs northeast of Elkhorn Slough and on Fort Ord. No occurrences in the plan area.
<b>Invertebrates</b>								
Vernal pool fairy shrimp <i>Branchinecta lynchi</i>	-	T	N	Y	N	Y	N	Alkali wetlands/drainages, ponds and vernal pool habitat do not occur in the plan area.
Smith's blue butterfly <i>Euphilotes enoptes smithi</i>	-	E	N	Y	N	Y	N	Most commonly associated with coastal dunes and coastal sage scrub plant communities in Monterey and Santa Cruz Counties. Hostplants <i>Erigeron latifolium</i> and <i>Erigeron parvifolium</i> are utilized as both larval and adult food plants. Suitable habitat near Salinas River Lagoon. Last detected at Salinas River NWR south of the plan area in 1986 (California Department of Fish and Wildlife 2021).
<b>Fishes</b>								
South-Central California Coast steelhead <i>Oncorhynchus mykiss</i>	-	T	Y	Y	N	Y	N	Cool, clear, fast-flowing rivers and streams containing numerous riffles and cover. While these waterways are generally forested, snow-fed streams, steelhead are also found in rain-fed, intermittent streams. Known to occur in the Salinas River and Lagoon in the plan area.
Tidewater goby <i>Eucyclogobius newberryi</i>	E	E	Y	Y	Y	Y	Y	Found primarily in waters of coastal lagoons, estuaries, and marshes. Critical habitat occurs in the plan area. Known to occur in the Salinas River Lagoon and in the OSR (Hellmair et al. 2018).
<b>Amphibians</b>								

Species Name	Status <sup>a</sup>		Occur	Criteria <sup>b</sup>			Proposed for Coverage <sup>c</sup>	Notes
	State	Federal		Status	Impact	Data		
California tiger salamander <i>Ambystoma californiense</i>	T	T	N	Y	N	Y	N	Small ponds, lakes, or vernal pools in grasslands and oak woodlands for breeding; rodent burrows, rock crevices, or fallen logs for upland cover during dry season. Known to occur in Fort Ord and Elkhorn Slough. Does not occur in the plan area.
California red-legged frog <i>Rana draytonii</i>	-	T	N	Y	N	Y	N	Permanent and semi-permanent aquatic habitats, such as creeks and cold-water ponds, with emergent and submergent vegetation; may aestivate in rodent burrows or cracks during dry periods. Not known to occur in the plan area, but known from the Salinas River and Elkhorn Slough north of the plan area (California Department of Fish and Wildlife 2021).
Santa Cruz long-toed salamander <i>Ambystoma californiense</i>	E	E	N	Y	N	Y	N	Wet meadows near sea level in a few restricted locales in Santa Cruz and Monterey Counties; aquatic larvae prefer shallow (less than twelve inches) water, using clumps of vegetation or debris for cover; adults use mammal burrows. Current populations are known from north of Castroville within and near Elkhorn Slough and Struve Slough. No occurrences in the plan area.
<b>Birds</b>								
California Ridgway's (=clapper) rail <i>Rallus obsoletus (=longirostris) obsoletus</i>	T	E	N	Y	N	Y	N	Occurs in tidal salt and brackish marsh habitats of the San Francisco Bay Area (U.S. Fish and Wildlife Service 2020b). Last observed in the area of Elkhorn Slough in 1978 (California Department of Fish and Wildlife 2021).
California condor <i>Gymnogyps californianus</i>	E	E	N	Y	N	Y	N	Forages in open savannah, grasslands, chaparral. Requires deep canyons with clefts in rocky walls for roosting and nesting. Range is expanding from reintroduction sites in southern and central California at Pinnacles National Monument, Ventana Wilderness, and Bitter Creek (U.S. Fish and Wildlife Service 2013). No occurrences in plan area.

Species Name	Status <sup>a</sup>		Occur	Criteria <sup>b</sup>			Proposed for Coverage <sup>c</sup>	Notes
	State	Federal		Status	Impact	Data		
California least tern <i>Sterna antillarum browni</i>	E	E	N	Y	N	Y	N	Nests along the coast; colonial breeder on bare or sparsely vegetated flat substrates, such as sand beaches, alkali flats, landfills, or paved areas. Known as an occasional spring migrant in the Salinas River Lagoon; last nesting pair observed in plan area in the 1930s (U.S. Fish and Wildlife Service 2002). No known occurrences in the plan area (California Department of Fish and Wildlife 2021).
Least Bell's vireo <i>Vireo bellii pusillus</i>	E	E	N	Y	N	Y	N	Riparian thickets either near water or in dry portions of river bottoms. Known as a rare summer resident in the Salinas River watershed. No records in the plan area (California Department of Fish and Wildlife 2021)
Marbled murrelet <i>Brachyramphus marmoratus</i>	E	T	N	Y	N	Y	N	Feeds near-shore, nests in old-growth redwood dominated forests up to 6 miles inland, often in Douglas fir. The breeding range in California extends from the Oregon border to Monterey Bay, with small numbers of non-breeding birds known to occur off the coast of southern California (U.S. Fish and Wildlife Service 2019).
Short-tailed albatross <i>Phoebastria (=Diomedea) albatrus</i>	-	E	N	Y	N	Y	N	Pelagic species that breeds on Pacific atolls. No records in the plan area.
Southwestern willow flycatcher <i>Empidonax traillii extimus</i>	E	E	N	Y	N	Y	N	Breeds in riparian woodlands; primary occupied drainages in California include the Kern, Owens, San Luis Rey, Santa Ana, and Santa Margarita River drainages (U.S. Fish and Wildlife Service 2014b). No records in plan area.
Western snowy plover <i>Charadrius nivosus nivosus</i>	-	T	Y	Y	Y	Y	Y	Coastal beaches above the normal high tide limit in flat, open areas with sandy or saline substrates; vegetation and driftwood are usually sparse or absent. Known from mouth of the Salinas River and along sand bars of the Salinas River Lagoon in addition to surrounding coastal dune and beach

Species Name	Status <sup>a</sup>		Criteria <sup>b</sup>			Proposed for		Notes
	State	Federal	Occur	Status	Impact	Data	Coverage <sup>c</sup>	
areas managed on state and federal park lands (California Department of Fish and Wildlife 2021). Critical habitat occurs in the plan area.								
<b>Mammals</b>								
Southern sea otter <i>Enhydra lutris nereis</i>	-	T	N	Y	N	Y	N	Nearshore marine environments. Needs canopies of giant kelp and bull kelp for rafting and feeding. Prefers rocky substrates with abundant invertebrates. Known from coastal waters of Monterey Bay including Elkhorn Slough, Moro Cojo Slough, and Moss Landing Harbor (U.S. Fish and Wildlife Service 2015).

**<sup>a</sup> Status:**

E = Endangered.

T = Threatened.

**<sup>b</sup> Criteria:**

Occur: The species is known to occur or likely to occur based on the extent, quality, and distribution of suitable habitats within project vicinity.

Y = Yes, expected to occur

N = No, not expected to occur

Status: The species is currently listed as threatened or endangered. Y = Yes, N = No

Impact: The species will or could be adversely affected by covered activities. Y = Yes, N = No

Data: Sufficient data exist on the species' life history and habitat requirements to evaluate impacts on the species adequately and develop conservation measures to mitigate impacts. Y = Yes, N = No

**<sup>c</sup> Proposed Coverage**

Y = coverage recommended.

N = no coverage recommended.

Source: Information for Planning and Consultation (IPaC) Resource List. July 19, 2021.

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Appendix B  
**Evaluation of South-Central California Coast Steelhead  
in the Plan Area**

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## B.1 Overview

Based on the presence of suitable lagoon habitat and known occurrences of South-Central California Coast steelhead (*Oncorhynchus mykiss*; hereafter, steelhead) within the permit area, there is potential for steelhead to be affected by covered activities described in Chapter 3, *Covered Activities* of the Salinas River Lagoon and Sandbar Management Low Effect Habitat Conservation Plan (HCP). However, migration to and from the ocean is required for steelhead to complete their life cycle and lagoon breaching events are not expected to result in take of the species or loss of its habitat.

The Salinas River, like most central California coastal river systems, becomes hydrologically disconnected from the ocean at times due to a naturally occurring sandbar that separates the Salinas River from the ocean when river flow is insufficient to maintain connectivity, and creates what is known as the Salinas River Lagoon. Winter storms can lead to high flow events that have the potential to raise the surface elevation of the lagoon to a point high enough to breach the sandbar and reconnect the river to the ocean. This occurs naturally in coastal lagoons across California and provides a mosaic of dynamic habitats within the estuarine ecosystem for adult and juvenile steelhead.

Steelhead have been observed in the Salinas River Lagoon infrequently but are known to use the habitat as a migration corridor and possibly as a rearing location. The quantity and quality of Salinas River estuary habitat has been severely reduced compared to historic conditions (prior to basin-wide agricultural development), and there is a limited understanding of current estuary habitat dynamics and how this may affect steelhead occupancy. There have been only five steelhead observed in the lagoon since 2002, and the full extent of lagoon habitat use remains unknown.

Steelhead are adapted to the annual cycle of the coastal lagoons in which they live, and they require breaching events to complete their life cycle. Since facilitated breaching of the Salinas River Lagoon is performed in response to storm events, the natural behavioral response of steelhead to the rain event and associated high flows will not be disrupted. The Salinas River Lagoon has been managed to prevent upland flooding by facilitated breaching since approximately 1910. The lagoon breached eight times between 2011 and 2021 (Appendix C), and during this same time period surveys documented steelhead occupancy of the lagoon as well as an annually fluctuating run of migratory adults ranging from zero to 43 individuals (Monterey County Water Resources Agency 2011; 2012; 2014a; 2014b). It should be noted that adult migration monitoring did not occur in every year and that monitoring was only conducted during the primary migratory months (i.e., December–March) and therefore may have missed some individuals. However, this monitoring data, along with historical evidence and knowledge of the species' life history expression in other coastal basins, suggests that the population is resilient to the current management practices of facilitated breaching.

## B.2 Legal Status and Critical Habitat

All steelhead (the anadromous form of *Oncorhynchus mykiss*) in the permit area belong to the South-Central California Coast steelhead (SCCCS) distinct population segment (DPS), which is listed as threatened (62 Federal Register [FR] 43937; updated 79 FR 20802) under the federal Endangered Species Act (ESA). The SCCC DPS includes all naturally spawned anadromous steelhead populations below natural and human-made impassable barriers in streams from the Pajaro River (inclusive) in

the north to, but not including, the Santa Maria River in the south. The DPS has been further divided into four biogeographic population groups (BPGs): Interior Coast Range, Carmel Basin, Big Sur Coast, and San Luis Obispo Terrace. The Salinas River watershed, which lies within the Interior Coast Range BPG, can be further subdivided into three distinct populations in Gabilan Creek, Arroyo Seco River, and the upper Salinas River, which includes the Nacimiento and San Antonio Rivers (Boughton et al. 2006). Critical habitat for SCCCS within the Salinas River watershed ranges from the mouth of the Salinas River upstream to 7.5 miles below Santa Margarita Lake, and also includes the Arroyo Seco River, Nacimiento River (below the Nacimiento Dam), San Antonio River (below the San Antonio Dam), and the upper Salinas River tributaries (70 FR 52488–52627). The Salinas River Lagoon, as well as the Old Salinas River (OSR) channel, is included in this designation, and the permit area includes approximately 118 acres of designated critical habitat.

### B.3 Geographic Distribution

Steelhead are currently found throughout coastal California; however, there is a limited distribution within central and southern California coastal streams and many populations of the anadromous life history form have been extirpated or are present only as remnant populations with occasional runs of diminished size (National Marine Fisheries Service 2012). The Salinas River watershed is the largest coastal watershed contained entirely within California and is estimated to provide approximately 55 stream miles of habitat for steelhead (Becker et al. 2010). The highest quality and most accessible habitat exists in the Arroyo Seco River, the tributary with the shortest migration distance from the marine environment and the only major tributary without a dam. However, steelhead may be found, albeit rarely, further upstream in the Salinas River basin (Titus et al. 2002; California Department of Fish and Wildlife 2020).

### B.4 Status in Permit Area

Estimates of steelhead abundance within the Salinas River watershed are limited; however, there appears to have been a long-term population decline, most notably in the tributaries (i.e., San Antonio and Nacimiento Rivers) and mainstem of the upper Salinas River (Titus et al. 2002; National Marine Fisheries Service 2007). Steelhead abundance may have been further reduced by recent drought conditions from 2012 to 2016 and again from 2020 until the present (National Marine Fisheries Service 2013; National Marine Fisheries Service 2016). The population may be currently supported by both resident fish and straying anadromous individuals from other watersheds (National Marine Fisheries Service 2007).

Adult escapement monitoring in the lower Salinas River has revealed a modest, but persistent number of migrating steelhead. Since 2011, between zero and 43 fish have returned each year, although sampling did not cover the entire migration window and did not occur every year (Monterey County Water Resources Agency 2011; 2012; 2014a; 2014b). Migration timing of steelhead was highly variable from year to year, occurring as early as the first half of December and as late as the end of March. Typically, adult migration coincided with or occurred after periods of increased flow, and only in years the lagoon was connected to the ocean.

In the Biological Opinion for the Salinas Valley Water Project (National Marine Fisheries Service 2007), NMFS concluded that the Salinas River run of steelhead had likely declined to approximately

50 adult fish per year (EDAW 2001; National Marine Fisheries Service 2007). It was suggested that the population was at increased risk of extinction due to genetic bottlenecks and environmental stochasticity (e.g., drought, disease, wildfire) (Gilpin and Soule 1986; Pimm et al. 1988; McElhany et al. 2000).

Since sampling began in 2002, only five steelhead have been observed in the lagoon and all of them were observed within the 3-year period from 2011-2013. Recent surveys in October 2020, April 2021, and May 2022 failed to detect any steelhead. However, water quality data collected during these sampling events indicated that abiotic factors were not limiting for rearing juvenile steelhead, as temperatures and dissolved oxygen levels remained within a suitable range (FISHBIO 2021). The potentially large size and strong swimming ability of rearing steelhead suggests they may easily avoid capture by beach seine and their true abundance in the system remains unknown (Eilers et al. 2010).

## B.5 Life History and Habitat Requirements

With upwards of 32 known life history patterns, steelhead life history strategies are the most variable of all salmonids (Thorpe et al. 2007; Hodge et al. 2016). Most individuals spend 1–3 years in fresh water and 1–4 years in the ocean before returning to fresh water to spawn (Shapovalov and Taft 1954; Barnhart 1986; Busby et al. 1996; McEwan 2001). While in the ocean, steelhead probably do not migrate too far from the coast, although ocean catch data are limited (Moyle 2002). Most anadromous salmonids (e.g., Chinook salmon [*O. tshawytscha*]) die after spawning, but steelhead are iteroparous, meaning they may survive to spawn more than once. This flexibility allows steelhead populations to be more resilient to environmental stochasticity than other Pacific salmonids.

In California, adult steelhead migrate to fresh water between November and June, with migratory numbers often peaking in February. Escapement monitoring in the Salinas River watershed has revealed highly variable timing of upstream migration, which has occurred as early as the first half of December and as late as the end of March. Adult migration generally occurs after periods of high flow, and only when the sandbar has breached. Spawning begins shortly after adult fish reach spawning areas. Most if not all of the spawning in the Salinas River watershed occurs in the tributary rivers and streams.

After a period of one or more years, juvenile steelhead begin the smoltification process sometime in mid- to late winter prior to ocean entry in the spring. In California, the outmigration of steelhead smolts typically begins in March and ends in late May or June (Satterthwaite et al. 2009). Younger juveniles and those that have not undergone smoltification may disperse downstream and rear in mainstem, estuarine, and lagoon habitats, leading to significant percentages of the juvenile population rearing in coastal lagoons and estuaries of some systems (Bjornn 1971; Shapovalov and Taft 1954; Zedonis 1992; Hayes et al. 2008). This adaptation of rearing in coastal lagoons and estuaries prior to smoltification is thought to be an important component of steelhead life history at a time when physiological adaptation, foraging, and refugia from predators are critical (Healey 1982; Simenstad et al. 1982).

Downstream outmigration monitoring in the Salinas River watershed has revealed that juvenile outmigration peaks as a result of increased stream flow and turbidity associated with storm events. This relationship is particularly apparent on the Arroyo Seco River, owing to the larger number of downstream migrants in that system relative to trapping locations near the other tributaries

(Monterey County Water Resources Agency 2011; 2012; 2014a; 2014c ). Notably, it appears that juvenile steelhead in the Salinas River watershed are able to initiate downstream migration in response to increases in flow, irrespective of month. To cope with the challenge of a dynamic hydrograph, steelhead in the Salinas River watershed appear to respond rapidly to environmental cues, though these cues may occur outside the monitoring timeframe. Outmigration monitoring using a rotary screw trap has typically taken place from early March until late May, and inspection of annual flow and migration patterns, particularly in the Arroyo Seco River, reveals that emigration is likely to occur before and after this period (as evidenced by documentation of steelhead as early as the first day of monitoring and as late as the last day of monitoring; Monterey County Water Resources Agency 2011; 2012; 2014a; 2014c).

Age and growth analysis of captured individuals in the Arroyo Seco provides evidence that juvenile production can occur even in years (winters) when connectivity to the marine environment does not occur (i.e., no breaching of the lagoon's sandbar). Three individuals collected in spring 2017 were determined to belong to year classes 2015 (n=1) and 2016 (n=2). This is a clear indication that *O. mykiss* in the Salinas River basin may exhibit a resident or partially migratory life history, permitting population persistence during extended (multi-year) periods of isolation from the marine environment.

To complete the migratory phase of their life cycle, steelhead require connectivity with the ocean. Like virtually all lagoons, habitat conditions in the Salinas River Lagoon are not suitable for steelhead spawning or egg incubation but potentially support juvenile rearing. When the sandbar is breached, the lagoon is tidally influenced and saline, and migration to and from the ocean is possible. When the sandbar is closed, the lagoon is typically characterized by low salinity, and adequate water quality conditions, particularly when Salinas River inflow is adequate. However, during semi-lentic periods (when water is hardly flowing) and particularly during summer, stratification of the lagoon may occur, forming a solute-rich (high in salt and dissolved organic compounds) and oxygen-depleted stratum of water on the bottom of the lagoon (hypolimnion), which is not suitable for rearing juveniles. When the water in the estuary is stratified, the water in the top layer (epilimnion) may provide available rearing habitat for steelhead.

Steelhead exhibiting ocean-run life history traits opportunistically enter the lagoon when it is connected to the ocean and commence upstream migration after a staging period in the lagoon that may last up to several weeks (D.W. Alley and Associates 2014). Escapement monitoring has revealed that adult steelhead migration into the lagoon coincides with or occurs after periods of increased flow, and only in years the lagoon is connected to the ocean. However, a prolonged period of time can lapse between the lagoon disconnecting from the ocean and the first migratory adult steelhead observed at the weir (located at river mile 2.75), resulting in uncertainty about the timing of adult steelhead migration. Notably, in 2011–2012, the lagoon was closed during the period of weir operation, but it remained open the previous summer until September 21, 2011. It is unknown if steelhead passages in early 2012 are attributable to fish that reared in the lagoon environment, fish that had entered the lagoon from the ocean before the sandbar closed, or fish that entered the lagoon through the OSR channel.

Steelhead have rarely been detected in the lagoon, appearing in only five of the past 22 surveys that have occurred between 2002 and 2022 (FISHBIO 2021). They were last detected during the seining effort in October 2013, and they have not been captured in either of the seining efforts conducted in 2020 and 2021. When the species has been detected in the lagoon, the catch per unit effort has never exceeded 0.1 individuals per seine haul and no more than one individual has ever been

captured during any one survey. This may suggest that when they do occur, they are present in very low densities, and/or alternatively that beach seining is not efficient at capturing them. Water quality data collected during recent surveys (i.e., since 2020) suggest that abiotic factors such as dissolved oxygen and water temperature have remained within a range suitable for rearing juvenile steelhead, and as such, are likely not responsible for the absence of the species from the lower river (see *Threats and Stressors* section below).

The Salinas River watershed subpopulation of steelhead occurs in an inland ecoregion, which is typified by drier and warmer conditions than the coastal region. This population also experiences long migration routes and an erratic hydrograph, which confer unique selective regimes that likely supported and may still support unique life history traits that have allowed this population to persist. The Salinas River watershed subpopulation of steelhead thus likely displays increased expression of resident life history types, as this permits them to better survive periodic drought conditions when reduced flows in the mainstem prevent migration to and from the ocean.

## B.6 Threats and Stressors in the Salinas Lagoon

The populations of steelhead in the permit area face several threats and stressors that may prevent them from completing their migratory life history. A major challenge to their natural migration between freshwater and the marine environment is a naturally forming sandbar at the mouth of the Salinas River. This sandbar, present in the earliest-known historical maps of the river, requires fish to enter the system when the sandbar has been breached. The sandbar is closed throughout much of the year and in some years does not open at all. For example, the sandbar remained closed between January 2013 and January 2017, preventing ocean-maturing steelhead from entering the river and juveniles from leaving the watershed for a period of four years (Monterey County Water Resources Agency and California State Coastal Conservancy 2019). While the sandbar remains closed, movement into and out of the river is prohibited<sup>13</sup> and may expose individuals already present in the system to increased risk of predation, cause depletion of energy reserves, or increase straying rates of adults into other watersheds (Clemento et al. 2009; Pearse et al. 2009). If the sandbar is breached naturally or through facilitated breaching, steelhead can enter and exit the Salinas River.

The Salinas River Lagoon is a dynamic system that is subject to sudden, dramatic shifts in depth, discharge, and water quality, and associated shifts in the composition of the aquatic community. Historically, this system had an extensive floodplain that would be seasonally inundated, and estimates suggest that the area of open water in the lagoon may have been approximately 340 acres in 1910 (National Marine Fisheries Service 2007). This expansive wetland may have provided rearing habitat for juvenile steelhead throughout the year. Disconnection of this former wetland habitat, management of the lagoon surface water elevation to protect agricultural fields and residences, reductions in river flows due to water operations, and the introduction of invasive predators (e.g., striped bass [*Morone saxatilis*]) have reduced the suitability of the Salinas River Lagoon for rearing juvenile steelhead.

The Salinas River Lagoon is home to a number of nonnative predators and/or competitors which pose significant threats to juvenile steelhead rearing in the lagoon. Today, striped bass appears to be

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<sup>13</sup> There is a possibility that adult steelhead can enter the Salinas River Lagoon via the OSR, the Potrero Road tide gates, and the OSR slidegate; however, this migration pathway has never been confirmed. Recent eDNA studies in the OSR did not identify steelhead presence.

the most abundant anadromous species in the river, and likely serves as the most significant remaining connection between the marine and freshwater food webs. Striped bass have been shown to be important predators of juvenile steelhead in other systems in California, and may occur at very high densities (e.g., 1,227 individuals per river kilometer; Michel et al. 2018). A striped bass mark-recapture study conducted in the lagoon in 2020, resulted in at least 237 unique individuals, with anglers capturing another 527 untagged fish (T. Williams, pers. comm. 2021). This abundance likely extends further upstream, as drying of the river between Chualar and Gonzales (approximately 29 miles upstream of the lagoon) for dam maintenance in 2012 revealed hundreds of striped bass (J. Demers, pers. comm. 2021). Although accurate estimates of the total striped bass population in the Salinas River are not currently available, the detection of hundreds of individuals in just the lower section of the river suggests that they are present in high densities. This abundance combined with the species' ability to rapidly adapt to new prey sources as they become available (Nobriga and Feyrer 2008) may play a role in limiting use of the lagoon by rearing juvenile steelhead. This idea is supported by evidence from the nearby Carmel River lagoon where 59% of sampled striped bass (n=22) were found to have steelhead DNA in their stomachs (Boughton and Ohms 2018).

Other nonnative species that seasonally appear in very high densities in the Salinas River Lagoon include threadfin shad (*Dorosoma petenense*) and inland silversides (*Menidia beryllina*), the latter of which first appeared in the lagoon sometime within the past five years. It is not known what impacts, if any, these species may have on juvenile steelhead, but their sheer abundance suggests that substantial shifts in the food web may have resulted from their presence. Whether they are competing with imperiled native species like steelhead, providing a valuable prey source for rearing juvenile steelhead, or some combination of these outcomes is unclear.

## **B.7 Project specific impacts**

### **B.7.1 Sandbar management**

Sandbar management activities are not expected to result in any impacts to steelhead as these activities do not occur in steelhead habitat. Excavation of the pilot channel is performed from the open beach, and construction equipment does not enter the lagoon at any time during this activity.

### **B.7.2 Lagoon breaching**

Lagoon breaching is most likely to occur in conjunction with winter storms in November, December, or January. Facilitated breaching is typically undertaken by MCWRA during this period and is designed to closely mimic the conditions that would result from a naturally occurring (i.e., unassisted) breach event, but without the associated upland flooding. As such, facilitated lagoon breaching is considered a temporary effect to lagoon habitat. Wave and tidal action typically rebuild the sandbar at the mouth of the river, eventually disconnecting the river from the ocean and re-establishing the lagoon. Temporary effects to steelhead critical habitat caused by facilitated lagoon breaching are detailed below. Due to the short duration of covered activities, we consider the impacts to steelhead to be minimal, and likely beneficial, as connectivity to the marine environment is a natural component of the species' life history.

A rapid rise in lagoon stage within hours or days, followed by a tidally influenced hydrologic cycle, is expected to have very limited effects on steelhead rearing or staging in the lagoon. Steelhead are

highly mobile, and any that are present in the lagoon during breaching would be capable of occupying (or retreating from) newly inundated or dewatered areas at will. However, newly inundated habitat (particularly in the vicinity of the breaching location) often consists of sandy substrate and is devoid of any aquatic vegetation or riparian structure and is therefore unlikely to be utilized extensively by staging or rearing steelhead. In addition, steelhead in the lagoon during winter are physiologically adapted to survive across a range of salinities, which coupled with their ability to rapidly move between habitats, means they are likely able to cope with the dramatic salinity fluctuations that result from a breaching event (Bond et al. 2021). In summary, due to the low numbers of steelhead expected to occupy newly inundated habitat, their mobility, and the ability of the species to tolerate a wide range of water quality conditions, the risk of stranding or disruption in the natural behavior of the species is expected to be minimal.

The benefits of facilitated breaching for creating ocean connectivity and migratory opportunities is largely dependent on the timing of the activity. Since facilitated breaching is only conducted in response to storm events, and because both adult and juvenile steelhead in the Salinas River appear able to migrate and spawn over a wide temporal window, facilitated breaching during high-flow periods should coincide with the natural timing of steelhead migration during storm events and provide migration opportunities for the species regardless of the time of year.

Steelhead, like many spatially structured species, exhibits some degree of metapopulation dynamics, whereby gene flow occurs as a result of straying between nearby populations and productivity of any given local population may be the result of immigration from other populations in the metapopulation. For SCCCS subpopulations, straying between subpopulations is an important factor in maintaining metapopulation structure (Hill et al. 2002; Keefer and Caudill 2012). Facilitated breaching is expected to have a similar benefit to populations in the Salinas River and surrounding rivers as unassisted breaching by allowing a period of lagoon-ocean connectivity. Movement between subpopulations is an important factor affecting gene flow and recolonization potential (Good et al. 2005).

Steelhead life history is adapted to the hydrologic cycle of the coastal ecosystem in which they live, which is characterized by episodic rain events and stochastic connectivity to the ocean. There is no reason to believe that facilitated breaching of the Salinas River Lagoon performed in response to storm events would have any adverse effect on natural behavior or adversely affect the species in any way. All evidence to date suggests that the population opportunistically utilizes migration opportunities presented by connectivity with the ocean.

### **B.7.3 Critical Habitat**

Facilitated breaching of the Salinas River Lagoon would not result in the lagoon's sandbar being open at times when it would otherwise have remained closed because these activities would only be undertaken in response to flow events that are likely to cause an unassisted breach. Therefore, any reduction in the stability of lagoon conditions due to a lagoon breach would be temporary and largely related to natural flow events. There may be some loss of lagoon substrate and aquatic vegetation in the permit area due to facilitated breaching and erosion of the breach channel. However, the permit area represents only a small percentage of available habitat in the Salinas River. In summary, there may be some minor effects to steelhead critical habitat, but they are expected to be very limited in geographic and temporal scope and are likely to be beneficial by providing connectivity between the ocean and the lagoon and thereby opportunity for steelhead to complete their migratory life history.

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## B.9 Personal Communications

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Williams, Tommy, NOAA Southwest Fisheries Science Center. 2021. Email communication with Jack Eschenroeder, FISHBIO.

Appendix C  
**Historical Salinas River Lagoon Openings**

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**Table C-1. Historical Salinas River Lagoon Openings**

<b>Water Year<sup>a</sup></b>	<b>Date Sandbar Open<sup>b</sup></b>	<b>Date Sandbar Closed</b>	<b>Duration of Lagoon Open to Ocean (days)</b>
2021/2022	<b>12/27/21</b>	2/16/22	51
2020/2021	<b>1/29/21</b>	3/3/21	33
2019/2020	<b>4/7/20</b>	5/17/20	40
2018/2019	<b>1/19/19</b>	6/28/19	160
2017/2018	<b>3/25/18</b>	4/22/18	28
2017/2018	Open	10/2/17	1
2016/2017	<b>1/12/17</b>	Open	263
2015/2016	Lagoon did not open	Lagoon did not open	0
2014/2015	Lagoon did not open	Lagoon did not open	0
2013/2014	Lagoon did not open	Lagoon did not open	0
2012/2013	12/26/12	1/28/13	33
2012/2013	<b>12/4/12</b>	12/21/12	17
2011/2012	<b>4/13/12</b>	5/3/12	20
2010/2011	<b>12/25/10</b>	9/21/11	270
2009/2010	6/11/10	7/18/10	37
2009/2010	5/23/10	6/4/10	12
2009/2010	<b>1/21/10</b>	5/21/10	121
2008/2009	6/20/09	8/19/09	61
2008/2009	<b>¾/09</b>	6/17/09	106
2007/2008	<b>1/5/08</b>	5/28/08	145
2006/2007	<b>12/28/06</b>	1/26/07	30
2005/2006	<b>1/1/06</b>	7/24/06	205
2004/2005	<b>½/05</b>	7/19/05	199
2003/2004	2/25/04	3/25/04	30
2003/2004	<b>1/1/04</b>	1/10/04	10
2002/2003	<b>12/17/02</b>	2/18/03	64
2001/2002	12/24/01	2/18/02	57
2001/2002	<b>12/4/01</b>	12/11/01	8
2000/2001	<b>1/12/01</b>	4/30/01	109
1999/2000	<b>1/24/00</b>	1/31/00	8
1998/1999	<b>11/16/1998</b>	5/3/1999	169
1997/1998	<b>12/8/1997</b>	9/11/1998	278
1996/1997	<b>12/11/1996</b>	2/24/1997	76
1995/1996	<b>2/1/1996</b>	3/29/1996	58
1995/1996	Open	11/6/1995	37
1994/1995	1/10/1995	Open	252
1994/1995	1/9/1995	1/9/1995	1
1994/1995	1/8/1995	1/8/1995	1
1994/1995	<b>1/7/1995</b>	1/7/1995	1
1993/1994	<b>2/21/1994</b>	2/21/1994	1
1992/1993	<b>1/10/1993</b>	5/9/1993	120
1991/1992	3/9/1992	3/20/1992	12

<b>Water Year<sup>a</sup></b>	<b>Date Sandbar Open<sup>b</sup></b>	<b>Date Sandbar Closed</b>	<b>Duration of Lagoon Open to Ocean (days)</b>
1991/1992	<b>2/15/1992</b>	3/2/1992	17
1990/1991	<b>3/21/1991</b>	6/2/1991	74
1989/1990	Lagoon did not open	Lagoon did not open	0
1988/1989	Lagoon did not open	Lagoon did not open	0
1987/1988	Lagoon did not open	Lagoon did not open	0
1986/1987	<b>2/14/1987</b>	3/20/1987	35
1985/1986	2/14/1986	6/13/1986	120
1985/1986	<b>12/5/1985</b>	12/7/1985	3
1984/1985	<b>2/10/1985</b>	2/12/1985	3
1983/1984	11/26/1983	2/10/1984	77
1983/1984	<b>11/12/1983</b>	11/14/1983	3
1983/1984	Open	10/31/1983	31
1982/1983	Open	Open	365
1981/1982	1/6/1982	Open	248
1981/1982	<b>11/15/1981</b>	12/10/1981	26
1980/1981	<b>1/28/1981</b>	3/20/1981	52
1979/1980	<b>12/26/1979</b>	7/16/1980	204
1978/1979	Open	1/6/1979	98
1977/1978	<b>12/19/1977</b>	Open	292
1976/1977	Lagoon did not open	Lagoon did not open	0
1975/1976	<b>10/9/1975</b>	11/7/1975	30
1974/1975	<b>12/5/1974</b>	5/31/1975	178
1974/1975	Open	12/3/1974	64
1973/1974	<b>11/20/1973</b>	Open	315
1972/1973	1/18/1973	6/30/1973	164
1972/1973	<b>11/17/1972</b>	1/11/1973	56
1971/1972	<b>12/29/1971</b>	1/11/1972	14
1970/1971	<b>11/30/1970</b>	1/17/1971	49
1969/1970	<b>1/12/1970</b>	4/17/1970	96
1968/1969	<b>1/19/1969</b>	3/18/1969	59
1967/1968	<b>12/12/1967</b>	12/22/1967	11
1967/1968	Open	10/23/1967	23
1966/1967	<b>12/7/1966</b>	Open	298
1965/1966	2/7/1966	2/18/1966	22
1965/1966	1/14/1966	1/28/1966	15
1965/1966	<b>11/26/1965</b>	12/13/1965	18
1964/1965	<b>4/14/1965</b>	5/5/1965	22

<sup>a</sup> A water year is defined as October 1 through September 30.

<sup>b</sup> Dates in bold are initial breaches of the water year.

Source: Monterey County Water Resources Agency 2021.



## United States Department of the Interior

### U.S. FISH AND WILDLIFE SERVICE

Ecological Services  
Ventura Fish and Wildlife Office  
2493 Portola Road, Suite B  
Ventura, California 93003



IN REPLY REFER TO:  
2023-0121678

March 28, 2024

Ara Azhderian, General Manager  
Monterey County Water Resources Agency  
1441 Schilling Place, North Building  
Salinas, California 93901

Subject: Incidental Take Permit PER8656461 for the Salinas River Lagoon and Sandbar Management Project in Monterey County, California

Dear Ara Azhderian:

We have reviewed the incidental take permit application and final habitat conservation plan (HCP) submitted for activities associated with periodic facilitated sandbar breaching to manage water levels in the Salinas River Lagoon to minimize flooding impacts to agricultural lands and residences in Monterey County, California. The Monterey County Water Resources Agency (MCWRA) requested a permit term of 5 years to authorize take of the tidewater goby (*Eucyclogobius newberryi*) and Pacific Coast distinct population segment of the western snowy plover (*Charadrius nivosus nivosus*) that is likely to result from activities described in the HCP. The HCP includes conservation measures that MCWRA commits to fund and implement to compensate for the unavoidable take of the tidewater goby and western snowy plover. The HCP also includes conservation measures to minimize negative impacts to the Monterey spineflower (*Chorizanthe pungens var. pungens*).

Based on our evaluation of MCWRA's application and the HCP, we determine that all permit issuance criteria established pursuant to Fish and Wildlife Regulation 50 CFR 17.22 are met. Under the authority of section 10(a)(1)(B) of the Endangered Species Act of 1973, as amended, MCWRA is authorized to take the tidewater goby and western snowy plover located only within the permit area in the form specified and in conjunction with those activities identified in the HCP. Enclosed please find permit PER8656461, we encourage you to review its terms and conditions.

We thank you for your cooperation and patience during this process. Should you have any questions regarding your permit or the contents of this letter, please contact Mark Ogonowski of my staff by electronic mail at [mark\\_ogonowski@fws.gov](mailto:mark_ogonowski@fws.gov).

Sincerely,

Stephen P. Henry  
Field Supervisor

Enclosure: Federal Fish and Wildlife Permit PER8656461



NATIVE ENDANGERED & THREATENED SP.  
HABITAT CONSERVATION PLAN

**Permit Number:** ESPER8656461

**Version Number:** 0

**Effective:** 2024-03-28 **Expires:** 2029-03-27

**Issuing Office:**

**Department of the Interior**

**U.S. FISH AND WILDLIFE SERVICE**

ES Sacramento Permit Office

2800 Cottage Way, Suite W-2606

Sacramento, California 95825-1846

permitsR8ES@fws.gov

**Digitally signed by**

**Permittee:**

Monterey County Water Resources Agency

1441 Schilling Place, North Building Attn:

Jason Demers

Salinas, California 93901

U.S.A.

**Name and Title of Principal Officer:**

Ara Azhderian. General Manager

**Name and Title of Principal Officer:**

Authority: Statutes and Regulations: 16 U.S.C. 1539 (a), 16 U.S.C. 1533 (d) 50 CFR 17.22, 50 CFR 17.32, 50 CFR 13

**Location where authorized activity may be conducted:**

The permit area consists of 142 acres within Assessor Parcel Numbers 135-011-002, 135-011-005, 229-021-001, 229-021-009, 229-021-014, 229-041-003, 229-041-012, and 229-041-013 located within and adjacent to the Salinas River Lagoon at the mouth of the Salinas River in Monterey County, California.

**Reporting requirements:**



NATIVE ENDANGERED & THREATENED SP.  
HABITAT CONSERVATION PLAN

**Permit Number:** ESPER8656461

**Version Number:** 0

**Effective:** 2024-03-28 **Expires:** 2029-03-27

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The applicant will be required to send annual reports to the U.S. Fish and Wildlife Service (Service) for the duration of the five-year permit term following the requirements detailed in the applicant's Habitat Conservation Plan (HCP). In years when facilitated lagoon breaching is implemented the applicant will provide an after-action report that will serve as the annual report. In years when facilitated breaching is not conducted the applicant will submit an annual report no later than November 15 describing all activities undertaken during the reporting period to maintain compliance with the HCP and ITP. Annual reports will be submitted to the Service through the Permittee's ePermits account and by electronic mail to FW8VenturaITP@fws.gov.

**Authorizations and Conditions:**

A. General conditions set out in Subpart D of 50 CFR 13, and specific conditions contained in Federal regulations cited above, are hereby made a part of this permit. All activities authorized herein must be carried out in accordance with and for the purposes described in the application submitted. Continued validity, or renewal of this permit is subject to complete and timely compliance with all applicable conditions, including the filing of all required information and reports.

B. The validity of this permit is also conditioned upon strict observance of all applicable Foreign, State, Local, Tribal, or other Federal law.

C. Valid for use by permittee named above.

D. Acceptance of this Permit serves as evidence that the Permittee and its authorized agents understand and agree to abide by the terms of this Permit and all sections of Title 50 Code of Federal Regulations, Parts 13 and 17, pertinent to issued permits. Section 11 of the Endangered Species Act of 1973, as amended, provides for civil and criminal penalties for failure to comply with permit conditions.

E. The authorization granted by this permit is subject to compliance with, and implementation of the Salinas River Lagoon and Sandbar Management Low Effect Habitat Conservation Plan (ICF 2023; HCP). This permit is binding upon the permittees and/or any authorized officer, employee, contractor, or agent conducting permitted activities.

F. The Permittee is authorized under the Federal Endangered Species Act of 1973, as amended, to incidentally take (harm, injure, capture and/or kill) the federally endangered tidewater goby (*Eucyclogobius newberryi*) and federally threatened Pacific Coast distinct population segment (DPS) of the western snowy



NATIVE ENDANGERED & THREATENED SP.  
HABITAT CONSERVATION PLAN

**Permit Number:** ESPER8656461

**Version Number:** 0

**Effective:** 2024-03-28 **Expires:** 2029-03-27

---

plover (*Charadrius nivosus nivosus*) within the approximately 142-acre permit area described in the HCP for activities associated with sandbar breaching to manage water levels in the Salinas River lagoon for flood control within Assessor Parcel Numbers 135-011-002, 135-011-005, 229-021-001, 229-021-009, 229-021-014, 229-041-003, 229-041-012, and 229-041-013 to the extent that the take of these species would otherwise be prohibited under section 9 of the Act and its implementing regulations or pursuant to a rule promulgated under section 4(d) of the Act. Take of tidewater goby is authorized in the form of capture of all individuals found stranded during breaching; injury or mortality of up to five percent of all individuals captured per year; and injury or mortality of up to 5 individuals from breaching activities per year. Take of a total of six western snowy plover eggs and/or chicks is authorized in the form of capture, injury, or mortality for the five-year permit term. All take must be incidental to otherwise lawful activities associated with the activities described in the HCP and conditioned herein.

G. The Permittee agrees to implement measures to ensure that take of the tidewater goby and western snowy plover is minimized and mitigated to the maximum extent practicable. These measures include:

1. A Service-approved biologist will be on site to oversee sandbar management activities. Prior to any work, the biologist will survey the work area during daylight hours to identify an access path for tidewater goby monitoring locations, an access path for construction equipment, and a proposed pilot channel location which are free of nesting western snowy plovers.
2. The biologist will conduct a worker environmental awareness training to notify work crews of covered species that may be on site during work activities, what to do if covered species are found, and review the applicable conservation measures to be implemented during sandbar management activities. The biologist will remain on site throughout work activities to ensure that all required measures are implemented. The biologist will have the authority to immediately stop work and correct any activity that does not comply with the required measures.
3. Work areas where fish may become stranded during sandbar management activities will be monitored. Stranded tidewater gobies and other native fish will be relocated to a safe location determined in advance of lagoon breaching.
4. Western snowy plover surveys will include adults, chicks, nests, adult nesting behavior, and potential nests. The Service-approved biologist will walk in front of construction equipment during beach access and scan the access path and lagoon breaching location.
5. Vehicles and heavy equipment driven off-road during sandbar management activities will not exceed a speed of 5 miles per hour.
6. If a covered species is encountered during project implementation, the biologist will stop work and coordinate with construction staff to determine if the work area can be adjusted to avoid the covered species. Adult or fledgling snowy plover within the work area will be allowed to leave on their own



NATIVE ENDANGERED & THREATENED SP.  
HABITAT CONSERVATION PLAN

**Permit Number:** ESPER8656461

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**Effective:** 2024-03-28 **Expires:** 2029-03-27

---

accord unharmed and they will not be handled or disturbed. Snowy plover nests will not be approached within 100 feet unless a closer approach is necessary due to access or safety constraints.

7. If a western snowy plover nest cannot be avoided and is determined to be at risk of injury during project activities, the Permittee may capture up to 2 nests (i.e., up to 6 eggs and/or nestlings) for captive rearing during the permit term. In all cases, a Service-approved biologist will first determine whether the nest or chicks and accompanying adults can be moved to a safe location on the beach. If this is deemed not possible, the need for captive rearing will be determined by the biologist and will be dependent on the feasibility and safety of temporarily suspending emergency operations to facilitate recovery of the nest and the availability of an approved facility such as International Bird Rescue or Monterey County SPCA to accept the eggs or nestlings.

8. To minimize the spread of invasive plant species on site, vehicles and heavy equipment driven off-road during sandbar management activities will be cleaned of visible soil and organic matter prior to use, and access routes will be planned to avoid areas infested with invasive species where feasible.

9. Equipment will be inspected for fluid leaks prior to staging and accessing the beach. Leaks will be repaired, or equipment will be replaced, before staging or entering the beach. Equipment will be staged on an existing access road in an area where an accidental spill of fluids would not reach surrounding waterways. Loading and fueling will take place in the staging area. Spill response materials will be kept on site for rapid containment in the event of an accidental release and all staff will be trained in their proper use.

10. To minimize the attraction of potential predators of western snowy plover such as corvids, all activity and food-related trash will be placed in a covered receptacle and removed from the work site daily.

11. If a covered species is taken, trapped, injured, or found dead within the vicinity of the project, the approved biologist will notify the Permittee immediately. The Permittee or approved biologist will notify the Service within 24 hours.

12. Avoidance and minimization measures and reporting obligations must be consistent with those identified in the HCP.

13. The Permittee will compensate for impacts to tidewater goby and its habitat by funding two applied research studies, including an analysis of tidewater reproductive patterns in the Salinas River Lagoon to determine peak reproductive periods and environmental DNA (eDNA) sampling to assess the broader tidewater goby distribution in the Salinas River and connected waterways.

14. The Permittee will compensate for impacts to western snowy plover and its habitat by contributing funding to California State Parks' ongoing breeding habitat management and public education and outreach programs at Salinas River State Beach which may include symbolic fencing



NATIVE ENDANGERED & THREATENED SP.  
HABITAT CONSERVATION PLAN

**Permit Number:** ESPER8656461

**Version Number:** 0

**Effective:** 2024-03-28 **Expires:** 2029-03-27

---

and signage at nesting areas, interpretive signs at trailheads, animal-proof trash receptacles at trailheads and beach access points, and direct public outreach (e.g., docent program).

H. The Permittee and the U.S. Fish and Wildlife Service agree that modification and amendments to this Permit may occur through its effective term. The Permit is based upon the Permittee's expected compliance with the provisions and commitments established in the HCP and the Permit's stated terms and conditions identified herein. The following procedures shall govern the modification and amendment process:

1. Either the Permittee or the U.S. Fish and Wildlife Service may propose modifications and/or amendments to this permit by providing written notice. Such notice shall include a statement of the reason for the proposed modification and an analysis of its environmental effects, including its effects on operations on the covered species. This analysis shall be conducted jointly between the Permittee and the contact office of the U.S. Fish and Wildlife Service. The U.S. Fish and Wildlife Service or the Permittee will use best efforts to respond to a proposed modification or amendment within sixty (60) days of receipt of such notice. Absent any objection from the U.S. Fish and Wildlife Service or the Permittee, the proposed modification and/or amendment will be determined as minor and will become effective upon written approval by the U.S. Fish and Wildlife Service or the Permittee.
2. The U.S. Fish and Wildlife Service will not propose or approve minor modifications or amendments to this permit if the U.S. Fish and Wildlife Service determines that such modifications would result in operations under the permit that are significantly different from those analyzed in connection with the original HCP, adverse effects on the environment that are new or significantly different from those analyzed in connection with the HCP or additional take of the covered species not analyzed in connection with the HCP. If, for any reason, a receiving party determines that a proposed amendment or modification is not minor, it must be processed in accordance with the U.S. Fish and Wildlife Service's permit regulations at 50 C.F.R. § 13 and § 17.
3. Any amendment or modification must conform with all applicable legal requirements, including but not limited to the Endangered Species Act, the National Environmental Policy Act, and the U.S. Fish and Wildlife Service's permit regulations at 50 C.F.R. § 13 and § 17.

I. The Permittee and the U.S. Fish and Wildlife Service acknowledge that even with the above detailed provisions for mitigating and/or minimizing impacts to the tidewater goby and western snowy plover, changes in circumstances could arise which were not fully anticipated by this permit and which may result in substantial and adverse change in the status of the tidewater goby or western snowy plover. The U.S.



NATIVE ENDANGERED & THREATENED SP.  
HABITAT CONSERVATION PLAN

**Permit Number:** ESPER8656461

**Version Number:** 0

**Effective:** 2024-03-28 **Expires:** 2029-03-27

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Fish and Wildlife Service's policy regarding changed and unforeseen circumstances is contained in the final "No Surprises" rule published on February 23, 1998 (63 FR 8859) and codified at 50 C.F.R. §§ 17.22(b)(5), 17.32(b)(5), 222.22(g).

Unforeseen and/or changed circumstances may become apparent either to the Permittee, authorized agents or to personnel of the U.S. Fish and Wildlife Service. For the purposes of implementation of this condition, unforeseen circumstances are defined as changes in circumstances affecting a species or geographic area covered by the HCP that could not reasonably have been anticipated by the U.S. Fish and Wildlife Service at the time of development of the HCP, and that result in a substantial and adverse change in the status of the tidewater goby or western snowy plover. Changed circumstances are defined as changes in circumstances affecting a species or geographic area covered by the HCP that can reasonably be anticipated by the U.S. Fish and Wildlife Service, and that can be planned for. Should either unforeseen or changed circumstances arise, the Permittee and the Ventura Fish and Wildlife Office will meet within twenty (20) working days following notice. The U.S. Fish and Wildlife Service and Permittee will together agree upon appropriate and reasonable measures for addressing such circumstances, within the rule of applicable law, and the Permittee will implement appropriate and reasonable measures within an additional thirty (30) working days, unless a longer period of time is agreed to by the U.S. Fish and Wildlife Service.

J. A copy of this permit must be in the possession of the Permittee and/or their authorized officer, employee, contractor, or agent while conducting activities that could result in take of tidewater goby or western snowy plover. This permit number should be provided in all correspondence concerning permit activities. Any questions regarding this permit should be directed to the Field Supervisor, Ventura Fish and Wildlife Office.

K. For purposes of receiving reports, and monitoring compliance and administration of the terms and conditions of this permit, the contact office of the U.S. Fish and Wildlife Service is:

U.S. Fish and Wildlife Service  
Ventura Fish and Wildlife Office  
2493 Portola Road, Suite B  
Ventura, California 93003  
(805) 644-1766  
FW8VenturaITP@fws.gov



# County of Monterey

## Item No.7

### Board Report

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

Legistar File Number: WRAFIN 24-040

May 03, 2024

**Introduced:** 4/24/2024

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WRA Finance Item

Fiscal Year 2023-24 Hydroelectric Revenue Summary (Staff Presenting; Nora Cervantes)

# HYDROELECTRIC REVENUE

**JULY 2022 - JUNE 2023 (FY 2022-2023)**

Month	Energy Amount (\$84.49/MWh in 2022; \$85.75/MWh in 2023)	Energy Generated MWh	Billed Date	CR#	Received Date	Imbalance Energy Reconciliation	RECs Generated	Total Revenue
July, 2022	\$1,837.10	21.743	11/30/2022	179650	4/18/2023	(\$84.16)	22	\$1,752.94
August, 2022	\$0.00						0	\$0.00
September, 2022	\$0.00						0	\$0.00
October, 2022	\$0.00						0	\$0.00
November, 2022	\$0.00						0	\$0.00
December, 2022	\$47.24	0.559	4/4/2023	180286	5/2/2023	\$1,615.42	1	\$1,662.66
January, 2023	\$145,526.90	1,697.11	5/10/2023	181767	6/6/2023	(\$19,447.47)	1,697	\$126,079.43
February, 2023	\$157,228.48	1,833.72	6/8/2023	CRA10916	7/6/2023	\$2,856.21	1,834	\$160,084.69
March, 2023	\$203,086.17	2,368.35	7/13/2023	CRA11240	8/10/2023	(\$5,659.73)	2,368	\$197,426.44
April, 2023	\$94,378.89	1,100.63	8/2/2023	CRA11356	8/29/2023	(\$1,209.56)	1,101	\$93,169.33
May, 2023	\$18,849.39	219.82	9/1/2023	CRA11506	9/28/2023	(\$70.73)	220	\$18,778.66
June, 2023	\$177,806.50	2,073.55	10/19/2023	CRA11620	11/16/2023	(\$1,637.48)	2,074	\$176,169.02
	<b>\$798,760.67</b>	<b>9,315.482</b>				<b>(\$23,553.34)</b>	<b>9,315</b>	<b>\$775,123.17</b>

\* Energy rate change from \$83.24 per MWh to \$84.49 per MWh (1.5% increase)

REC = Renewable Energy Certificates

MWh = Mega Watt Hour of electric energy

# HYDROELECTRIC REVENUE

**JULY 2023 - JUNE 2024 (FY 2023-2024)**

Month	Energy Amount (\$85.75/MWh)	Energy Generated MWh	Billed Date	CR#	Received Date	Imbalance Energy Reconciliation	RECs Generated	Total Revenue
<b>July, 2023</b>	\$156,072.56	1,829.090	11/6/2023	188699	12/1/2023	(\$2,783.18)	1,829	<b>\$153,289.38</b>
<b>August, 2023</b>	\$238,137.70	2,777.120	12/5/2023	189822	1/2/2024	\$48.33	2,777	<b>\$238,186.03</b>
<b>September, 2023</b>	\$222,285.65	2,592.250	1/4/2024	191232	2/5/2024	(\$2,720.18)	2,592	<b>\$219,565.47</b>
<b>October, 2023</b>	\$168,837.52	1,968.950	2/9/2024	192678	3/7/2024	(\$8,333.93)	1,969	<b>\$160,503.59</b>
<b>November, 2023</b>	\$12,815.21	149.450	3/6/2024	193768	4/3/2024	(\$1,037.26)	149	<b>\$11,777.95</b>
<b>December, 2023</b>	\$5.59	0.070	4/11/2024			\$514.54	0	<b>\$520.13</b>
<b>January, 2024</b>	\$0.00						0	<b>\$0.00</b>
<b>February, 2024</b>	\$0.00						0	<b>\$0.00</b>
<b>March, 2024</b>	\$0.00						0	<b>\$0.00</b>
<b>April, 2024</b>	\$0.00						0	<b>\$0.00</b>
<b>May, 2024</b>	\$0.00						0	<b>\$0.00</b>
<b>June, 2024</b>	\$0.00						0	<b>\$0.00</b>
	<b>\$798,154.23</b>	<b>9,316.930</b>				<b>(\$11,528.50)</b>	<b>9,317</b>	<b>\$783,842.55</b>

\* Energy rate change from \$84.49 per MWh to \$85.75 per MWh (1.5% increase)

REC = Renewable Energy Certificates

MWh = Mega Watt Hour of electric energy



# County of Monterey

## Item No.8

### Board Report

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

Legistar File Number: WRAFIN 24-049

May 03, 2024

**Introduced:** 4/26/2024

**Version:** 1

**Current Status:** Agenda Ready

**Matter Type:** WRA Finance Item

Grant Updates (Staff Presenting; Nan Kim)

### MCWRA Grant Tracking Fiscal Year 2023-24

Funding Agency	Title	Type	Contract Status	Progress	End Date	Grant Share	Local Match	Note & Project Partners
<b>Grant - Completed</b>								
DWR	Prop 1E Pajaro River Flood Risk Project	Grant	Contract in Place (Amd #4)	Completed	12/31/2022	500,000	Staff time	Zone 7 (Grant Administrator)
<b>FUNDING AWARDS</b>								
DWR	Interlake Tunnel	Grant	Contract in Place (Amd #3)	in progress	12/31/2023	10,000,000	-	- closing out phase
SWRCB-Prop 1 Groundwater Quality	Protection of Domestic Drinking Water Supplies	Grant	Contract in Place (Amd #2)	in progress	<del>3/31/2024</del> 1/31/26	2,986,943	2,555,615	
DWR-IRWMP	Greater MC IRWM Implementation (Reservoir Reoperation & Grant Admin)	Grant	Contract in Place	in progress	7/31/2025	1,411,453	910,000	Salinas; MCRCD, Total grant \$3.46M
USFW/CDFW	FY19 Salinas River HCP	Grant	Contract in Place (Amd #2)	in progress	3/31/2024	1,000,000	375,860	
USFW/CDFW	FY21 Salinas River HCP	Grant	Contract in Place	in progress	11/30/2024	1,000,000	459,096	
National Fish and Wildlife Foundation	Salinas River Lagoon Resiliency	Grant	Contract in Place	in progress	6/20/2024	100,000	100,329.66	
FEMA/CALOES Rehabilitation of High Hazard Dams	San Antonio Spillway Repair/Replacement 100% Design Level	Grant	Awarded 130K from Requested >\$2M	TBD	TBD	130,000	75,000	
City of Salinas	Encampment Resolution (CA Homeless Coordinating and Financing Council)	Grant	Contract in place	in progress	6/30/2024	127,000	186,500	amendment request
SVBGSA - DWR	CSIP Optimization	Grant	Contract in place	in progress	6/30/2025	3,690,000	-	SVBGSA
CA Budget	Nacimiento Reservoir	Earmark	Contract in place	in progress	12/31/2027	6,163,000	-	amendment request
DWR (Subventions) - Zone 7	Pajaro River Flood Risk Project, PED Phase (DA FFY2021 payment)	Grant	Agreement being drafted	TBD	TBD	192,500	-	Zone 7 (Grant Administrator); PRFMA
DWR - Zone 7	Coastal Watershed Flood Risk Reduction Program	Grant	Contract in Place	in progress	6/30/2024	950,000	-	Zone 7 & PRFMA

**MCWRA Grant Tracking Fiscal Year 2023-24**

Funding Agency	Title	Type	Contract Status	Progress	End Date	Grant Share	Local Match	Note & Project Partners
Federal Government (FY2023 Consolidated Appropriations Act)	CSIP Supplemental Well*	Earmark	TBD - signed on 12/29/22)	TBD		900,000	90,000	Scope developed
DWR (State Budget SB 104)	Dam Safety Projects (NC & SA)	Earmark	Agreement being drafted	TBD	TBD	17,000,000	-	
DWR (State Budget AB 102)	Carmel River flooding impacts study	Earmark	TBD	TBD	TBD	230,000		
DWR	Flood Emergency Response Grant Program	Grant	TBD, Award notice on 3/21/2024	TBD	TBD	180,000	95,000	
US Bureau of Reclamation	Forecast Informed Reservoir Operations (FIRO) decision support tools	Grant	TBD, Award notice on 4/18/2024			400,000	145,605	2 year grant; 0.2 FTE/year
US Bureau of Reclamation	Weather Modification	Grant	TBD, Award notice on 4/24/2024			266,965	266,966	(ICF)
<b>Grand TOTAL - Awarded &amp; in Progress</b>						<b>46,727,861</b>	<b>5,159,642</b>	
<b>APPLICATION SUBMITTED - Award Status Pending</b>								
Federal Government	CSIP Supplemental Well and Water Meter Rehab/Rep	Earmark	Submitted Feb 2023			3,000,000		
U.S. Dept. of Energy (DOE)	Nacimiento Plunge Pool Design/permitting/Const.	Grant	Submitted 10/06/2023			5,000,000	11,670,000	(Hallmark Group)
DWR -2022 Urban Community Drought Relief funding	New CSIP Supplemental Wells	Grant	Application due 1/31/2023			4,302,500	1,434,167	
FEMA/CALOES Haz Mitigation	Nacimiento Plunge Pool 65% Design Level	Grant	approved 3/20/24; Declined in April 2024	TBD	11/18/2025	620,100	193,966	DR 4558 ; applied on 7/18/2021
<b>TOTAL - Application Submitted</b>						<b>12,922,600</b>	<b>13,298,133</b>	

**MCWRA Grant Tracking Fiscal Year 2023-24**

Funding Agency	Title	Type	Contract Status	Progress	End Date	Grant Share	Local Match	Note & Project Partners
<b>Funding opportunities - Applications NOT submitted</b>								
CDFW	Fisheries Restoration Grant	Grant	application due in Apri			200,000		in FY25 (116)
DWR	SA Low level outlet - High Hazard Potential Dam (HHPD)	Grant	Submitted Interest 2/15/24			1,000,000	TBD on award	will be notified if selected for formal application



# County of Monterey

## Item No.9

### Board Report

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

Legistar File Number: WRAFIN 24-048

May 03, 2024

**Introduced:** 4/25/2024

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** WRA Finance Item

Year - To - Date Expense Report Monterey One Water (Staff Presenting; Nan Kim)

**Expenditure Status Report**

**MONTEREY ONE WATER**  
 7/1/2023 through 2/29/2024

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						
5010-00 REGULAR WAGES-RECLAMATION	155,420.00	56,705.08	56,705.08	0.00	98,714.92	36.49
5012-00 WAGES & BENEF.FROM DEPTS.	619,511.00	260,579.89	260,579.89	0.00	358,931.11	42.06
5020-00 OVERTIME	500.00	16.22	16.22	0.00	483.78	3.24
5050-00 VACATION AND COMP	1,454.00	8,177.45	8,177.45	0.00	-6,723.45	562.41
<b>Total SALARIES AND WAGE EXPENSE</b>	<b>776,885.00</b>	<b>325,478.64</b>	<b>325,478.64</b>	<b>0.00</b>	<b>451,406.36</b>	<b>41.90</b>
5100 EMPLOYEE BENEFITS						
5110-00 DISABILITY & LIFE INSURANCE	378.00	284.90	284.90	0.00	93.10	75.37
5120-00 HEALTH INSURANCE	9,077.00	11,540.06	11,540.06	0.00	-2,463.06	127.14
5130-00 STATE COMPENSATION INSURANCE	1,890.00	2,712.02	2,712.02	0.00	-822.02	143.49
5140-00 PERS - RETIREMENT	3,469.00	6,139.43	6,139.43	0.00	-2,670.43	176.98
5141-00 PERS - FLAT RATE	7,658.00	0.00	0.00	0.00	7,658.00	0.00
5150-00 MEDICARE TAX BENEFIT	1,138.00	1,868.78	1,868.78	0.00	-730.78	164.22
<b>Total EMPLOYEE BENEFITS</b>	<b>23,610.00</b>	<b>22,545.19</b>	<b>22,545.19</b>	<b>0.00</b>	<b>1,064.81</b>	<b>95.49</b>
5200 EMPLOYEE OTHER BENEFITS						
5225-00 TRAINING	500.00	0.00	0.00	0.00	500.00	0.00
5230-00 CERTIFICATION FEES	600.00	0.00	0.00	0.00	600.00	0.00
<b>Total EMPLOYEE OTHER BENEFITS</b>	<b>1,100.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,100.00</b>	<b>0.00</b>
6000 OFFICE EXPENSE						
6010-00 OFFICE SUPPLIES	200.00	0.00	0.00	0.00	200.00	0.00
6025-00 PRINTING AND DUPLICATING	200.00	0.00	0.00	0.00	200.00	0.00
6045-00 MEMBERSHIP DUES & PUBLICATIONS	250.00	0.00	0.00	0.00	250.00	0.00
6050-00 POSTAGE AND DELIVERY SERVICE	2,500.00	1,023.96	1,023.96	0.00	1,476.04	40.96
<b>Total OFFICE EXPENSE</b>	<b>3,150.00</b>	<b>1,023.96</b>	<b>1,023.96</b>	<b>0.00</b>	<b>2,126.04</b>	<b>32.51</b>
6100 INFORMATION SYSTEMS EXPENSE						

Expenditure Status Report

MONTEREY ONE WATER  
 7/1/2023 through 2/29/2024

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>
6170-00 MISC SUPPORT SERVICES	2,765.00	2,768.52	2,768.52	0.00	-3.52	100.13
<b>Total INFORMATION SYSTEMS EXPENSE</b>	2,765.00	2,768.52	2,768.52	0.00	-3.52	100.13
6200 PROFESSIONAL SERVICES						
6231-00 OUTSIDE CONTRACT WORK	3,100.00	25,841.32	25,841.32	5,156.55	-27,897.87	999.93
6238-00 TECHNICAL SUPPORT	28,855.00	614.12	614.12	28,236.51	4.37	99.98
6260-00 LEGAL SERVICES	12,000.00	0.00	0.00	0.00	12,000.00	0.00
<b>Total PROFESSIONAL SERVICES</b>	43,955.00	26,455.44	26,455.44	33,393.06	-15,893.50	136.16
7000 OPERATING SUPPLIES						
7005-00 BACTERIOLOGICAL SUPPLIES	2,700.00	4,051.59	4,051.59	0.00	-1,351.59	150.06
7025-00 LAB CHEMICAL SUPPLIES	12,000.00	8,983.21	8,983.21	0.00	3,016.79	74.86
7030-00 GENERAL LAB SUPPLIES	200.00	0.00	0.00	0.00	200.00	0.00
7035-00 HOSES	3,500.00	5,906.06	5,906.06	0.00	-2,406.06	168.74
7040-00 OIL AND GREASE SUPPLIES	1,000.00	0.00	0.00	0.00	1,000.00	0.00
7050-00 PAINT AND PAINT SUPPLIES	250.00	0.00	0.00	0.00	250.00	0.00
7055-00 PROTECTIVE CLOTHING	350.00	0.00	0.00	0.00	350.00	0.00
7065-00 SAFETY SUPPLIES	2,500.00	1,016.74	1,016.74	0.00	1,483.26	40.67
7070-00 SMALL SHOP TOOLS	500.00	543.85	543.85	0.00	-43.85	108.77
7071-00 TOOLS \$250 < \$2499	500.00	0.00	0.00	0.00	500.00	0.00
7090-00 GENERAL OPERATING SUPPLIES	11,235.00	5,138.74	5,138.74	0.00	6,096.26	45.74
<b>Total OPERATING SUPPLIES</b>	34,735.00	25,640.19	25,640.19	0.00	9,094.81	73.82
7200 CONTRACT SERVICES						
7210-00 LABORATORY ANALYSIS SERVICE	15,000.00	1,148.00	1,148.00	0.00	13,852.00	7.65
7230-00 EQUIPMENT RENTAL	1,233.00	0.00	0.00	0.00	1,233.00	0.00
7240-00 LAUNDRY SERVICES	600.00	120.31	120.31	0.00	479.69	20.05
7270-00 PERMIT FEES	4,200.00	4,322.50	4,322.50	0.00	-122.50	102.92
7271-00 SAFETY CERTIFICATION FEES - EQUIPMENT	2,200.00	0.00	0.00	0.00	2,200.00	0.00
7280-00 EROSION CONTROL SERVICE	2,700.00	0.00	0.00	0.00	2,700.00	0.00
<b>Total CONTRACT SERVICES</b>	25,933.00	5,590.81	5,590.81	0.00	20,342.19	21.56

**Expenditure Status Report**

**MONTEREY ONE WATER**  
 7/1/2023 through 2/29/2024

**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>
7300 CHEMICALS						
7320-00 CHLORINE-RECLAMATION	672,500.00	804,726.46	804,726.46	0.00	-132,226.46	119.66
7355-00 POLYALUMINUM CHLORIDE	200,000.00	167,062.95	167,062.95	0.00	32,937.05	83.53
7385-00 SODIUM HYDROXIDE-RECLAMATION	5,000.00	0.00	0.00	0.00	5,000.00	0.00
7390-00 SODIUM HYPOCHLORITE	12,500.00	7,618.95	7,618.95	0.00	4,881.05	60.95
<b>Total CHEMICALS</b>	<b>890,000.00</b>	<b>979,408.36</b>	<b>979,408.36</b>	<b>0.00</b>	<b>-89,408.36</b>	<b>110.05</b>
7400 UTILITIES						
7410-00 DUMP FEES/SLUDGE-RECLAMATION	1,600.00	0.00	0.00	0.00	1,600.00	0.00
7425-00 ELECTRICITY - RECLAMATION	553,300.00	313,753.24	313,753.24	0.00	239,546.76	56.71
7450-00 GAS/NATURAL GAS - RECLAMATION	12,500.00	15,971.56	15,971.56	0.00	-3,471.56	127.77
7480-00 TELEPHONE/ALARM - RTP	2,100.00	0.00	0.00	0.00	2,100.00	0.00
<b>Total UTILITIES</b>	<b>569,500.00</b>	<b>329,724.80</b>	<b>329,724.80</b>	<b>0.00</b>	<b>239,775.20</b>	<b>57.90</b>
7600 MAINTENANCE & REPAIRS						
7610-00 BUILDING & GROUNDS REPAIRS	26,645.00	20,754.26	20,754.26	0.00	5,890.74	77.89
7615-00 CHLORINATOR/SULFONATOR REPAIR	260,370.00	51,524.96	51,524.96	0.00	208,845.04	19.79
7620-00 CNTRL.PANELS/INSTRUMENT REPAIR	36,200.00	31,027.08	31,027.08	12,808.80	-7,635.88	121.09
7625-00 ELECT MOTOR REWINDS & REPAIR	9,000.00	0.00	0.00	0.00	9,000.00	0.00
7645-00 MONITORING/SAFETY EQUIP REPAIR	12,500.00	2,853.25	2,853.25	0.00	9,646.75	22.83
7655-00 OCEAN OUTFALL MAINT. & REPAIR	105,000.00	79,373.50	79,373.50	20,056.00	5,570.50	94.69
7670-00 PUMP REPAIR	14,920.00	8,870.00	8,870.00	5,950.00	100.00	99.33
7678-00 CHEMICAL EQUIP REPAIR-PUMP STN	2,500.00	0.00	0.00	0.00	2,500.00	0.00
7685-00 GENERAL EQUIPMENT REPAIR	53,494.92	21,067.23	21,067.23	12,027.04	20,400.65	61.86
<b>Total MAINTENANCE &amp; REPAIRS</b>	<b>520,629.92</b>	<b>215,470.28</b>	<b>215,470.28</b>	<b>50,841.84</b>	<b>254,317.80</b>	<b>51.15</b>
7700 REIMBURSEABLE EXPENSES						
7796-00 SLUDGE DISPOSAL COSTS	155,000.00	0.00	0.00	0.00	155,000.00	0.00
7799-00 INDIRECT COSTS	345,000.00	230,000.00	230,000.00	0.00	115,000.00	66.67
<b>Total REIMBURSEABLE EXPENSES</b>	<b>500,000.00</b>	<b>230,000.00</b>	<b>230,000.00</b>	<b>0.00</b>	<b>270,000.00</b>	<b>46.00</b>

**Expenditure Status Report**

MONTEREY ONE WATER  
 7/1/2023 through 2/29/2024

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>
8000 NON-OPERATING EXPENSES						
8002-00 CAPITAL OUTLAY - EQUIPMENT	1,636,785.08	197,051.19	197,051.19	73,306.06	1,366,427.83	16.52
<b>Total NON-OPERATING EXPENSES</b>	1,636,785.08	197,051.19	197,051.19	73,306.06	1,366,427.83	16.52
<b>Total SVRP Fund</b>	5,029,048.00	2,361,157.38	2,361,157.38	157,540.96	2,510,349.66	50.08
<b>Grand Total</b>	5,029,048.00	2,361,157.38	2,361,157.38	157,540.96	2,510,349.66	50.08

**Expenditure Status Report**

**MONTEREY ONE WATER**  
 7/1/2023 through 2/29/2024

**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						
5010-00 REGULAR WAGES	350,155.00	188,960.44	188,960.44	0.00	161,194.56	53.96
5012-00 WAGES & BENEF.FROM DEPTS.	243,000.00	101,247.79	101,247.79	0.00	141,752.21	41.67
5020-00 OVERTIME	16,200.00	6,740.24	6,740.24	0.00	9,459.76	41.61
5030-00 STANDBY PAY	37,800.00	19,077.63	19,077.63	0.00	18,722.37	50.47
5040-00 MRWPCA TEMPORARY/PART-TIME	8,000.00	0.00	0.00	0.00	8,000.00	0.00
5050-00 VACATION AND COMP	10,953.00	51,846.71	51,846.71	0.00	-40,893.71	473.36
<b>Total SALARIES AND WAGE EXPENSE</b>	<b>666,108.00</b>	<b>367,872.81</b>	<b>367,872.81</b>	<b>0.00</b>	<b>298,235.19</b>	<b>55.23</b>
5100 EMPLOYEE BENEFITS						
5110-00 DISABILITY & LIFE INSURANCE	2,848.00	890.57	890.57	0.00	1,957.43	31.27
5120-00 HEALTH INSURANCE	103,344.00	32,343.79	32,343.79	0.00	71,000.21	31.30
5130-00 STATE COMPENSATION INSURANCE	14,238.00	10,099.15	10,099.15	0.00	4,138.85	70.93
5140-00 PERS - RETIREMENT	38,242.00	25,429.70	25,429.70	0.00	12,812.30	66.50
5141-00 PERS - FLAT RATE	54,082.00	47,984.82	47,984.82	0.00	6,097.18	88.73
5150-00 MEDICARE TAX BENEFIT	8,575.00	7,002.00	7,002.00	0.00	1,573.00	81.66
<b>Total EMPLOYEE BENEFITS</b>	<b>221,329.00</b>	<b>123,750.03</b>	<b>123,750.03</b>	<b>0.00</b>	<b>97,578.97</b>	<b>55.91</b>
5200 EMPLOYEE OTHER BENEFITS						
5225-00 TRAINING	500.00	343.64	343.64	0.00	156.36	68.73
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>343.64</b>	<b>343.64</b>	<b>0.00</b>	<b>956.36</b>	<b>26.43</b>
6000 OFFICE EXPENSE						
6010-00 OFFICE SUPPLIES	500.00	257.60	257.60	0.00	242.40	51.52
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	72.02	72.02	0.00	27.98	72.02

Expenditure Status Report

MONTEREY ONE WATER  
 7/1/2023 through 2/29/2024

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>
6060-00 OFFICE FURNISHINGS	300.00	0.00	0.00	0.00	300.00	0.00
<b>Total OFFICE EXPENSE</b>	2,200.00	329.62	329.62	0.00	1,870.38	14.98
6100 INFORMATION SYSTEMS EXPENSE						
6170-00 MISC SUPPORT SERVICES	2,567.00	2,768.52	2,768.52	0.00	-201.52	107.85
<b>Total INFORMATION SYSTEMS EXPENSE</b>	2,567.00	2,768.52	2,768.52	0.00	-201.52	107.85
6200 PROFESSIONAL SERVICES						
6231-00 OUTSIDE CONTRACT WORK	240,300.00	32,210.74	32,210.74	21,598.98	186,490.28	22.39
6238-00 TECHNICAL SUPPORT	42,500.00	19,989.15	19,989.15	28,750.30	-6,239.45	114.68
<b>Total PROFESSIONAL SERVICES</b>	282,800.00	52,199.89	52,199.89	50,349.28	180,250.83	36.26
7000 OPERATING SUPPLIES						
7005-00 BACTERIOLOGICAL SUPPLIES	4,000.00	0.00	0.00	0.00	4,000.00	0.00
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	0.00	0.00	0.00	3,200.00	0.00
7030-00 GENERAL LAB SUPPLIES	2,100.00	0.00	0.00	0.00	2,100.00	0.00
7035-00 HOSES	250.00	0.00	0.00	0.00	250.00	0.00
7040-00 OIL AND GREASE SUPPLIES	500.00	792.69	792.69	0.00	-292.69	158.54
7050-00 PAINT AND PAINT SUPPLIES	600.00	0.00	0.00	0.00	600.00	0.00
7055-00 PROTECTIVE CLOTHING	800.00	126.79	126.79	0.00	673.21	15.85
7065-00 SAFETY SUPPLIES	200.00	0.00	0.00	0.00	200.00	0.00
7070-00 SMALL SHOP TOOLS	1,100.00	917.27	917.27	0.00	182.73	83.39
7071-00 TOOLS \$250 < \$2499	1,000.00	1,205.53	1,205.53	0.00	-205.53	120.55
7090-00 GENERAL OPERATING SUPPLIES	12,528.00	9,319.45	9,319.45	0.00	3,208.55	74.39
<b>Total OPERATING SUPPLIES</b>	30,278.00	12,361.73	12,361.73	0.00	17,916.27	40.83
7200 CONTRACT SERVICES						
7210-00 LABORATORY ANALYSIS SERVICE	51,200.00	14,828.28	14,828.28	0.00	36,371.72	28.96
7230-00 EQUIPMENT RENTAL	4,000.00	0.00	0.00	0.00	4,000.00	0.00
7240-00 LAUNDRY SERVICES	2,000.00	1,838.01	1,838.01	0.00	161.99	91.90

**Expenditure Status Report**

**MONTEREY ONE WATER**  
 7/1/2023 through 2/29/2024

**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>
<b>Total CONTRACT SERVICES</b>	57,200.00	16,666.29	16,666.29	0.00	40,533.71	29.14
7300 CHEMICALS						
<b>Total CHEMICALS</b>	0.00	0.00	0.00	0.00	0.00	0.00
7400 UTILITIES						
7425-00 ELECTRICITY-RECLAMATION	1,227,023.00	279,015.90	279,015.90	0.00	948,007.10	22.74
7471-00 TELEPHONE-CELLULAR	1,200.00	891.24	891.24	0.00	308.76	74.27
7474-00 TELEPHONE - AT&T EQUIP	0.00	236.98	236.98	0.00	-236.98	0.00
7485-00 UNDERGROUND SERVICE ALERT	300.00	0.00	0.00	0.00	300.00	0.00
7490-00 WATER - DRINKING	200.00	748.90	748.90	0.00	-548.90	374.45
<b>Total UTILITIES</b>	1,228,723.00	280,893.02	280,893.02	0.00	947,829.98	22.86
7600 MAINTENANCE & REPAIRS						
7610-00 BUILDING & GROUNDS REPAIRS	15,000.00	1,979.87	1,979.87	0.00	13,020.13	13.20
7620-00 CNTRL.PANELS/INSTRUMENT REPAIR	35,000.00	30,975.79	30,975.79	0.00	4,024.21	88.50
7625-00 ELECT MOTOR REWINDS & REPAIR	15,000.00	0.00	0.00	0.00	15,000.00	0.00
7645-00 MONITORING/SAFETY EQUIP REPAIR	300.00	0.00	0.00	0.00	300.00	0.00
7670-00 PUMP REPAIR	10,000.00	0.00	0.00	0.00	10,000.00	0.00
7685-00 GENERAL EQUIPMENT REPAIR	62,000.00	4,056.60	4,056.60	0.00	57,943.40	6.54
<b>Total MAINTENANCE &amp; REPAIRS</b>	137,300.00	37,012.26	37,012.26	0.00	100,287.74	26.96
7700 REIMBURSEABLE EXPENSES						
7797-00 VEHICLE MILEAGE CHARGES	13,000.00	0.00	0.00	0.00	13,000.00	0.00
7799-00 INDIRECT COSTS	416,000.00	277,333.36	277,333.36	0.00	138,666.64	66.67
<b>Total REIMBURSEABLE EXPENSES</b>	429,000.00	277,333.36	277,333.36	0.00	151,666.64	64.65
8000 NON-OPERATING EXPENSES						
8002-00 CAPITAL OUTLAY - EQUIPMENT	350,000.00	0.00	0.00	0.00	350,000.00	0.00
<b>Total NON-OPERATING EXPENSES</b>	350,000.00	0.00	0.00	0.00	350,000.00	0.00
<b>Total CSIP Fund</b>	3,408,805.00	1,171,531.17	1,171,531.17	50,349.28	2,186,924.55	35.84

### Expenditure Status Report

MONTEREY ONE WATER  
7/1/2023 through 2/29/2024

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**Grand Total**

3,408,805.00

1,171,531.17

1,171,531.17

50,349.28

2,186,924.55

35.84

**Expenditure Status Report**

**MONTEREY ONE WATER**  
 7/1/2023 through 2/29/2024

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						
5010-00 REGULAR WAGES	20,839.00	4,090.30	4,090.30	0.00	16,748.70	19.63
5012-00 WAGES & BENEF.FROM DEPTS.	86,683.00	19,699.63	19,699.63	0.00	66,983.37	22.73
5020-00 OVERTIME	1,000.00	207.99	207.99	0.00	792.01	20.80
5030-00 STANDBY PAY	1,000.00	590.01	590.01	0.00	409.99	59.00
5050-00 VACATION AND COMP	281.00	579.42	579.42	0.00	-298.42	206.20
<b>Total SALARIES AND WAGE EXPENSE</b>	109,803.00	25,167.35	25,167.35	0.00	84,635.65	22.92
5100 EMPLOYEE BENEFITS						
5110-00 DISABILITY & LIFE INSURANCE	73.00	18.05	18.05	0.00	54.95	24.73
5120-00 HEALTH INSURANCE	1,338.00	643.05	643.05	0.00	694.95	48.06
5130-00 STATE COMPENSATION INSURANCE	366.00	228.24	228.24	0.00	137.76	62.36
5140-00 PERS - RETIREMENT	1,302.00	596.61	596.61	0.00	705.39	45.82
5141-00 PERS - FLAT RATE	1,436.00	0.00	0.00	0.00	1,436.00	0.00
5150-00 MEDICARE TAX BENEFIT	220.00	158.46	158.46	0.00	61.54	72.03
<b>Total EMPLOYEE BENEFITS</b>	4,735.00	1,644.41	1,644.41	0.00	3,090.59	34.73
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						
<b>Total OFFICE EXPENSE</b>	0.00	0.00	0.00	0.00	0.00	0.00
6100 INFORMATION SYSTEMS EXPENSE						
6170-00 MISC SUPPORT SERVICES	2,567.00	2,768.51	2,768.51	0.00	-201.51	107.85
<b>Total INFORMATION SYSTEMS EXPENSE</b>	2,567.00	2,768.51	2,768.51	0.00	-201.51	107.85
6200 PROFESSIONAL SERVICES						
6231-00 OUTSIDE CONTRACT WORK	65,500.00	26,505.00	26,505.00	13,150.00	25,845.00	60.54

**Expenditure Status Report**

**MONTEREY ONE WATER**  
 7/1/2023 through 2/29/2024

**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>
6238-00 TECHNICAL SUPPORT	36,500.00	12,848.15	12,848.15	23,958.59	-306.74	100.84
<b>Total PROFESSIONAL SERVICES</b>	102,000.00	39,353.15	39,353.15	37,108.59	25,538.26	74.96
7000 OPERATING SUPPLIES						
7005-00 BACTERIOLOGICAL SUPPLIES	1,000.00	0.00	0.00	0.00	1,000.00	0.00
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	0.00	0.00	3,000.00	0.00
7030-00 GENERAL LAB SUPPLIES	500.00	0.00	0.00	0.00	500.00	0.00
7035-00 HOSES/CLAMPS/CONNECTORS	200.00	767.09	767.09	0.00	-567.09	383.55
7040-00 OIL AND GREASE SUPPLIES	800.00	0.00	0.00	0.00	800.00	0.00
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	1,714.89	1,714.89	0.00	185.11	90.26
<b>Total OPERATING SUPPLIES</b>	10,800.00	2,481.98	2,481.98	0.00	8,318.02	22.98
7200 CONTRACT SERVICES						
7210-00 LABORATORY ANALYSIS SERVICE	12,433.00	2,407.00	2,407.00	0.00	10,026.00	19.36
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	275.17	275.17	0.00	1,324.83	17.20
<b>Total CONTRACT SERVICES</b>	15,233.00	2,682.17	2,682.17	0.00	12,550.83	17.61
7300 CHEMICALS						
7320-00 CHLORINE - SRDF	60,000.00	0.00	0.00	0.00	60,000.00	0.00
<b>Total CHEMICALS</b>	60,000.00	0.00	0.00	0.00	60,000.00	0.00
7400 UTILITIES						
7425-00 ELECTRICITY - SRDF	375,064.00	245,237.03	245,237.03	0.00	129,826.97	65.39
7471-00 CELLULAR SERVICE	36.00	19.50	19.50	0.00	16.50	54.17

**Expenditure Status Report**

**MONTEREY ONE WATER**  
 7/1/2023 through 2/29/2024

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 UTILITIES	375,100.00	245,256.53	245,256.53	0.00	129,843.47	65.38
7600 MAINTENANCE & REPAIRS						
7610-00 BUILDING & GROUNDS MAINT & REPAIRS	15,000.00	215.39	215.39	0.00	14,784.61	1.44
7615-00 CHLORINATOR/SULFONATOR MAINT & REPAIR	47,553.00	0.00	0.00	0.00	47,553.00	0.00
7620-00 CNTRL.PANELS/INSTRUMENT MAINT & REPAIR	5,500.00	8,938.97	8,938.97	0.00	-3,438.97	162.53
7625-00 ELECT MOTOR REWINDS & MAINT & REPAIR	5,500.00	0.00	0.00	0.00	5,500.00	0.00
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	16,531.04	2,332.45	2,332.45	0.00	14,198.59	14.11
Total MAINTENANCE & REPAIRS	98,084.04	11,486.81	11,486.81	0.00	86,597.23	11.71
7700 REIMBURSEABLE EXPENSES						
7796-00 SLUDGE DISPOSAL COSTS	500.00	0.00	0.00	0.00	500.00	0.00
7799-00 INDIRECT COSTS	125,670.00	83,780.00	83,780.00	0.00	41,890.00	66.67
Total REIMBURSEABLE EXPENSES	126,170.00	83,780.00	83,780.00	0.00	42,390.00	66.40
8000 NON-OPERATING EXPENSES						
8002-00 CAPITAL OUTLAY - EQUIPMENT	964,082.89	296,119.88	296,119.88	416,071.82	251,891.19	73.87
Total NON-OPERATING EXPENSES	964,082.89	296,119.88	296,119.88	416,071.82	251,891.19	73.87
Total SRDF Fund	1,868,574.93	710,740.79	710,740.79	453,180.41	704,653.73	62.29
<b>Grand Total</b>	<b>1,868,574.93</b>	<b>710,740.79</b>	<b>710,740.79</b>	<b>453,180.41</b>	<b>704,653.73</b>	<b>62.29</b>



# County of Monterey

**Item No.10**

## Board Report

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

**Legistar File Number: WRAFIN 24-037**

**May 03, 2024**

**Introduced:** 4/15/2024

**Version:** 1

**Current Status:** Agenda Ready

**Matter Type:** WRA Finance Item

Set next meeting date and discuss future agenda items.

**MONTEREY COUNTY WATER RESOURCES AGENCY**  
**AND** Graniterock Company, Inc.  
**AGREEMENT FOR SERVICES**

This is an agreement (“Agreement”) between the Monterey County Water Resources Agency, hereinafter called "Agency," and Graniterock Company, Inc., a California corporation hereinafter called "CONTRACTOR".

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

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

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

Services to be provided by contractor will include but not be limited to equipment, material and labor for determining the location of existing utilities along the Pajaro Levee and other work deemed necessary.

(b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.

(c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

(d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.

2. Term of Agreement. The term of this Agreement shall begin on June 19, 2023 by CONTRACTOR and Agency, and will terminate on June 30, 2024, 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 Fifty Thousand Dollars

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(\$ 50,000.00 ).

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 shall submit to Agency an invoice via email to [WRAAccountsPayable@co.monterey.ca.us](mailto:WRAAccountsPayable@co.monterey.ca.us) and to the Contract Administrator listed in Section 26.
- (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. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which Agency is the grantee, CONTRACTOR shall comply with all provisions of such grant applicable to CONTRACTOR's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.
17. Conflict of Interest. CONTRACTOR warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.
18. Governing Laws. This Agreement is entered into in the County of Monterey, State of California, and shall be construed and enforced in accordance with the laws of the State of California. The parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.
19. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
20. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

- 21. Waiver. Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.
- 22. Successors and Assigns. This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.
- 23. Contractor. The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on Contactor’s behalf in the performance of this Agreement.
- 24. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement 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  
 Martin Canning

---

Agency’s designated administrator of this Agreement shall be

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- 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:

<b>TO AGENCY</b>	<b>TO CONTRACTOR</b>
Name:	Name: Martin Canning
Address: 1441 Schilling Place - North Building Salinas, CA 93901	Address: 350 Technology Dr., Watsonville, Ca 95076
Telephone: 831.755.4860	Telephone: 831.768.2700
Fax: 831.424.7935	Fax:
E-Mail:	E-Mail: mcanning@graniterock.com

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

**MONTEREY COUNTY WATER RESOURCES AGENCY**  
**AND** Graniterock Company, Inc.  
**AGREEMENT FOR SERVICES**

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

**MONTEREY COUNTY WATER RESOURCES AGENCY:**

**CONTRACTOR:**

BY:  DocuSigned by:  
1F482FFB40A2435...

BY: 

Ara Azhderian  
General Manager

Type Name: Martin Canning

Title: Area Manager

Date: 6/28/2023 | 8:59 AM PDT

Date: 6-23-23

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.

( Graniterock Company, Inc. )  
Agreement/Amendment No # ( )

\*\*\*\*\*

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

Approved as to fiscal provisions:

DocuSigned by:  
*Kelly L. Doulon*  
22D690CA05A940B...  
Assistant County Counsel

DocuSigned by:  
*Juan Pablo Lopez*  
A59152F49ADC476...  
Administrative Analyst

Dated: 6/26/2023 | 9:40 AM PDT

Dated: 6/27/2023 | 10:07 AM PDT

County Counsel – Risk Manager:

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

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

Dated: 6/26/2023 | 3:01 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/WORK SCHEDULE**

Services to be provided by contractor will include but not be limited to equipment, material and labor for determining the location of existing utilities for the Emergency Repair Work to the Pajaro Levee, the Pajaro County Sanitation District Force Main and other work deemed necessary as directed by Water Resources Agency personnel. Work to be performed on a time and material basis.

Project ID:

**Pajaro Levee 356**

## **EXHIBIT B**

### **PAYMENT PROVISIONS**

**Labor rate:** will be in accordance with general prevailing wage rates.

**Equipment rate:** will be in accordance with current Cal-Trans equipment rental rates.

**Material rate:** to be provided on a cost basis plus mark up (current mark up rates per Cal-Trans).

Project ID:

**Pajaro Levee 357**

## **EXHIBIT C**

### **DELIVERABLES**

#### Required Document Formats

When required by this agreement, the following documents shall be delivered to the Agency project or contract administrator:

Administrative Draft of Document (for staff review)  
[five (5) unbound copies and one (1) PDF copy]

Screen Check Public Review Draft of Document (for staff review)  
[five (5) unbound copies and one (1) PDF copy]

Public Review Draft  
[XXX (XX) bound copies and xxx (xxx) DVDs]

Final Draft for Board of Director/ Supervisor consideration

Final Document (as adopted by Board of Supervisors)  
[ten (10) bound copies and one USB]

All documents shall be provided digitally to the City in both Microsoft Word and .PDF formats on a USB drive.

Following approval by staff of each final (public draft) report one (1) unbound reproducible original, and two (2) electronic copies shall be delivered to the Agency

For each public agency meeting, deliver:  
one (1) unbound reproducible original, one (1) electronic copy and four (4) print copies of the document

**AMENDMENT NO. 1 TO  
AGREEMENT FOR SERVICES  
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND  
GRANITEROCK 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 Graniterock 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 June 19, 2023 (hereinafter, “Agreement”);

**WHEREAS**, the Parties wish to amend the Agreement with a dollar amount increase of \$45,000.00, not to exceed \$95,000.00, to continue providing services identified in the Agreement.

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

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

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 the contractor under this contract is **Ninety-five thousand dollars (\$95,000.00)**

Original Agreement	\$50,000
<u>Amendment No. 1</u>	<u>\$45,000</u>
Not to exceed total:	\$95,000

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

*This space intentionally left blank*

Amendment No. 1 – Graniterock Company, Inc.  
Pajaro Levee (\$50k 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**

DocuSigned by:  
By: Ara Ayhderian  
1F182FFB49A2435...  
General Manager

Date: 9/25/2023 | 8:40 PM PDT

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

DocuSigned by:  
By: Kelly L. Donlon  
22D690CA05A940B...  
Assistant County Counsel

Date: 9/25/2023 | 11:37 AM PDT

**Approved as to Fiscal Provisions**

DocuSigned by:  
By: Patricia Ruiz  
E79EF64E57454F6...  
Auditor-Controller

Date: 9/25/2023 | 1:44 PM PDT

DocuSigned by:  
By: Ezequiel Vega Rios  
7D289913E628402...  
Administrative Analyst

Date: 9/25/2023 | 3:49 PM PDT

**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.

**CONTRACTOR**

Graniterock  
\*Contractor Business Name

DocuSigned by:  
By: Martin Canning  
209BCB6C3CDA4AD...  
(Signature of Chair, President or Vice President)

Title: Area Manager  
(Print Name and Title)

Date: 9/25/2023 | 10:58 AM PDT

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

Title: \_\_\_\_\_  
(Print Name and Title)

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

Amendment No. 1 – Graniterock Company, Inc.  
Pajaro Levee (\$50k original agreement)