

**MONTEREY COUNTY WATER RESOURCES AGENCY**  
**AND** Resource Conservation District of Monterey County  
**AGREEMENT FOR SERVICES**

This is an agreement ("Agreement") between the Monterey County Water Resources Agency, hereinafter called "Agency," and Resource Conservation District of Monterey County, a District 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:

RCDMC Personnel will provide services towards the administration of and compliance with Salinas River Stream Maintenance Program 404 and 401 permits. Additional tasks include public outreach, participant consultation and coordination, and providing program updates to the MCWRA, RMU Assc., and RCDMC Board of Directors, as needed.
  - (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 April 26, 2021 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  
Seventy One Thousand One hundred four dollars,  
(\$ 71,104.00 ).

4. Monthly Invoices by CONTRACTOR; Payment.

- (a) CONTRACTOR shall submit to Agency an invoice, in a format approved by Agency, setting forth the amounts claimed by CONTRACTOR, together with an itemized basis for such amounts, and setting forth such other pertinent information Agency may require. CONTRACTOR shall submit such invoice monthly or as agreed by Agency, but in no event shall such invoice be submitted later than 30 days after completion of CONTRACTOR's work hereunder. Agency shall certify the claim if it complies with this contract and shall promptly submit such claim to the Monterey County Auditor-Controller, who shall pay the certified amount within 30 days after receiving the invoice certified by Agency. It is understood and agreed that CONTRACTOR shall complete all work described in Exhibit A for an amount not exceeding that set forth above, notwithstanding CONTRACTOR's submission of periodic invoices.
- (b) CONTRACTOR agrees that Agency may withhold five percent (5%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to Agency.
- (c) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.
- (d) CONTRACTOR shall not be reimbursed for travel expenses unless expressly 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 Contractor’s behalf in the performance of this Agreement.
24. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.
25. Time is of the Essence. The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.
26. Contract Administrators.

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

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Agency’s designated administrator of this Agreement shall be  
Jennifer Bodensteiner

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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:

TO AGENCY		TO CONTRACTOR	
Name: Jennifer Bodensteiner		Name: Paul Robins	
Address: 1441 Schilling Place, Salinas, Ca 93901		Address: 744A LaGuardia Street, Salinas, CA 93905	
Telephone: 831-755-4860		Telephone: 831-236-1740	
Fax:		Fax:	
E-Mail: bodensteinerjm@co.monterey.ca.us		E-Mail: paul.robins@rcdmonterey.org	



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.
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 - Fee Schedule
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** Resource Conservation District of Monterey County  
**AGREEMENT FOR SERVICES**

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

**MONTEREY COUNTY WATER  
RESOURCES AGENCY:**

BY: 

Brent Buche  
General Manager

Date: E-signed 6/3/2021

**CONTRACTOR:**

BY: 

Type Name: Paul Robins

Title: Executive Director

Date: 5/18/2021

BY: \_\_\_\_\_

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

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

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

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


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

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

Approved as to fiscal provisions:


  
Deputy County Counsel

  
Administrative Analyst

Dated: 5/18/2021

Dated: 5/20/2021

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

  
Auditor-Controller <sup>2</sup>:

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

Dated: 5/18/2021

<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**

RWQCB and USACE Work Plans, Annual Reports and Program Administration  
Salinas River Stream Maintenance Program  
**Scope of Work May 2021 – June 2024**

May 5, 2021

Under this Services Agreement, RCDMC Personnel will provide the following services towards administration of and compliance with Salinas River Stream Maintenance Program permits from the US Army Corps of Engineers (USACE) and the Central Coast Regional Water Quality Control Board (RWQCB) for protection of water resources related to the 2021-2023 spring-fall work seasons as outlined below. Task timelines are described by fiscal year (July-June) end date.

**A.1 Public outreach mailer / website updates.** RCDMC will prepare and mail the annual program notification. RCDMC will also manage the Stream Maintenance Program website, currently hosted by the MCWRA server. Time spent under this task will also include administration of the SMP webmap, currently hosted on the RCDMC ArcGIS online portal.

**Deliverables:** Annual outreach mailer, updates to MCWRA SMP website and webmap; submit to MCWRA and RMU Association

**FY:** 2022, 2023

**A.2 Participant consultation and coordination.** RCDMC will lead setup and coordination with SMP participants regarding all proposed vegetation and sediment management activities. This includes oversight on permit provisions, timing, and attending site visits with SMP participants and operators.

**Deliverables:** Regular communication with SMP participants and operators, site visits, 401 and 404 certification oversight; submit to RWQCB, USACE and RMU

**FY:** 2021, 2022, 2023, 2024

**A.3 Conduct pre-, during-, and post- sediment inspections.** RCDMC will conduct the pre-, during-, and post- sediment inspections for grading and sediment removal activities.

**Deliverables:** Pre-, during-, and post- sediment inspection survey forms, .pdf; submitted to RWQCB

**FY:** 2022, 2023, 2024

**A.4 Longitudinal profile surveys and data processing.** RCDMC will conduct all necessary longitudinal profile surveys for each RMU as described in the Water Quality Certification and USACE permit. This will be used for sediment transport studies. Participants performing sediment removal are also required to perform longitudinal profiles before and after grading and sediment removal project activities. Those longitudinal profiles may be used for the sediment transport studies if they follow the necessary criteria. Time includes field surveys, data processing and chart development for SMP annual reporting.

**Deliverables:** Pre- and post- river flow event longitudinal profile survey graphs, .pdf and .jpeg; submit to USACE and RWQCB in annual reports.  
**FY:** 2022, 2023, 2024

**A.5 Prepare annual report to USACE.** RCDMC will prepare and submit the annual report for the USACE 404 certification, due March 31.

**Deliverables:** USACE annual report, .pdf and .docx; submit to USACE  
**FY:** 2022, 2023, 2024

**A.6 Prepare early work plan to RWQCB.** RCDMC will prepare and submit the RWQCB early work plan, due May 1. Work plan contents include a spring work season summary, tables describing potential impacts to sensitive species, project activity acreage totals and maps. This work plan is only for arundo retreatment (i.e. herbicide spraying) in the Spring Work Season June 1 – August 30.

**Deliverables:** RWQCB Early Work Plan, .pdf and .docx; submit to RWQCB  
**FY:** 2021, 2022, 2023

**A.7 Prepare annual report to RWQCB.** RCDMC will prepare and submit the annual report for the RWQCB 401 certification, due May 31.

**Deliverables:** RWQCB annual report, .pdf and .docx; submit to RWQCB  
**FY:** 2022, 2023, 2024

**A.8 Prepare work plans for USACE & RWQCB.** RCDMC will prepare and submit Fall Work Plans for both the 401 and 404 certifications. Fall Work Plan contents include a fall work season summary, tables describing potential impacts to sensitive species, detailed project activity descriptions, acreage totals and maps. The USACE Work Plan is due June 30 and the RWQCB Work Plan is due July 15.

**Deliverables:** USACE and RWQCB Fall Work Plans, .pdf and .docx; submit to USACE and RWQCB  
**FY:** 2021, 2022, 2023

**A.9 Provide consultation with USACE & RWQCB on work plan requests.** This task will be dedicated to time spent on providing supplemental Work Plan information in response to USACE and RWQCB comments.

**Deliverables:** Correspondence with USACE and RWQCB staff, edits to Work Plan submittals; submit to USACE and RWQCB  
**FY:** 2022, 2023, 2024

**A.10 Track approvals and submit extensions.** RCDMC time will also be dedicated to tracking Spring and Fall Work Plan approvals and submit work season extension requests. This time will be on an as needed basis.

**Deliverables:** Work season approvals and .pdf letter regarding work season extension request

**Agency:** RWQCB, USACE and RMU

**FY:** 2022, 2023, 2024

- A.11 Provide program updates to MCWRA, RMU Assoc. and RCDMC Board of Directors.** RCDMC will prepare and present work season summaries and/or findings to MCWRA, RMU Assoc., RWQCB, USACE, and other regional partnering agencies or stakeholders.

**Deliverables:** .ppt presentations and ESRI Story Maps; submit to RWQCB, USACE, MCWRA, RCDMC BOD and RMU

**FY:** 2021, 2022, 2023, 2024

- A.12 Water Quality Certification 401 and RGP 404 permit renewal effort.** RCDMC will lead and administer the 401 and 404 certification renewal. Time allocated for this task will involve meetings with regulatory agencies and as needed updates to ensure re-certifications are approved. MCWRA will pay all necessary renewal fees to the RWQCB, based on the current fee schedule.

**Deliverables:** 401 and 404 certification approvals; submit to RWQCB, USACE and RMU

**FY:** 2021, 2022

- A.13 Permit oversight, work plan and report review.** RCDMC time under this task will be dedicated to ensuring permit conditions are upheld and are consistent throughout all program activities. RCDMC will also dedicate this time to reviewing work plans and annual reports before they are submitted to their respective agencies.

**Deliverables:** Support for tasks above

**FY:** 2021, 2022, 2023, 2024



## EXHIBIT B FEE SCHEDULE

Salinas River Stream Maintenance Program						
<b>Resource Conservation District of Monterey County (RCDMC)</b>						
		<b>Annual Hours</b>	<b>FY 2021</b>	<b>FY 2022</b>	<b>FY 2023</b>	<b>FY 2024</b>
		<b>Estimated</b>	<b>Estimated</b>	<b>Estimated</b>	<b>Estimated</b>	<b>Estimated</b>
<b>EXPENDITURES</b>						
<b>Services</b>						
1	Public outreach mailer / webpage updates	25	-	1,650.00	1,725.00	
2	Participant consultation and coordination	30	900.00	1,980.00	2,070.00	1,080.00
3	Conduct pre-, during-, and post- sediment inspections	18	-	1,188.00	1,242.00	1,296.00
4	Longitudinal profile surveys and data processing	60		3,960.00	4,140.00	4,320.00
5	Prepare Annual Report to USACE* due 3/31	30	-	1,980.00	2,070.00	2,160.00
6	Prepare Early Work Plan to RWQCB* due 5/1	30		1,980.00	2,070.00	
7	Prepare Annual Report to RWQCB* due 5/31	35	-	2,310.00	2,415.00	
8	Prepare Fall Work Plans to USACE & RWQCB, due 6/30 & 7/15	30	1,800.00	1,980.00	2,070.00	
9	Provide consultation with USACE & RWQCB on work plan requests	6		396.00	414.00	432.00
10	Track approvals and submit extensions, as needed	10		660.00	690.00	720.00
11	Provide program updates to MCWRA, RMU Assc., and RCDMC BOD	4	336.00	370.00	384.00	396.00
12	Water Quality Certification (401) & RGP (404) permit renewal effort	40	1,680.00	3,700.00	-	
13	Permit oversight, workplan and report review	20	1,080.00	4,760.00	4,920.00	3,780.00
<b>Expenditures subtotal</b>			<b>5,796.00</b>	<b>26,914.00</b>	<b>24,210.00</b>	<b>14,184.00</b>
<b>Total Expenditures</b>						
<b>71,104.00</b>						
	Short-term transition					
	Accomplish long-term inclusion with SVGSA GSP - comprehensive river maintenance through assessment fees					

	EXECUTIVE DIRECTOR-RCD	PROGRAM COORDINATOR	ENVIRONMENTAL SCIENTIST	ECOLOGIST	FIELD MANAGER
	ROBINS, PAUL	BATES, BRANDT	BARKER, MEGAN	ZEFFERMAN, EMILY	RUVALCABA, JASMINE
FY 2021	\$108	\$60	\$64	\$81	\$55
FY 2022	\$119	\$66	\$70	\$90	\$61
FY 2023	\$123	\$69	\$73	\$93	\$64
FY 2024	\$126	\$72	\$77	\$95	\$67

