

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

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

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

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

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

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

3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR the amounts provided in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is Phase 1 seven hundred forty-eight thousand nine hundred seventy-six dollars (\$748,976.00); Phase 2 one million four hundred eighty-five thousand dollars (\$1,485,000); Phase 3 eight hundred ninety-five thousand dollars (\$895,000)  
Total Phases: three million one hundred twenty-eight thousand nine hundred seventy-six dollars (\$ 3,128,976.00)

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

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

#### 5. Indemnification

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

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

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

5.3 Indemnification for All Other Claims or Loss:

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

6. Insurance.

6.1 Evidence of Coverage:

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

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

6.2 Qualifying Insurers:

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

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

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

Modification (Justification attached; subject to approval).

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

Modification (Justification attached; subject to approval).

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

Modification (Justification attached; subject to approval).

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

Modification (Justification attached; subject to approval).

#### 6.4 Other Insurance Requirements.

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TO AGENCY

Name: Elizabeth Krafft

Address: PO Box 930  
Salinas, CA  
93902

Telephone: 831.755.4860

Fax: 831.424.7935

E-Mail: krafftea@co.monterey.ca.us

TO CONTRACTOR

Name: Jodi Young

Address: 75 East Santa Clara St. Suite 300  
San Jose, CA 95115

Telephone: 408.216.2800

Fax: 408.216.2805

E-Mail: Jodi.Young@icf.com

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

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

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

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

Exhibit A – Scope of Work / Work Schedule

Exhibit B - Budget

Exhibit C - Electronic Deliverables

Exhibit D - Monterey County Travel and Business Expense

Reimbursement Policy and California Coastal Conservancy guidelines

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

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

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

**MONTEREY COUNTY WATER  
RESOURCES AGENCY**

**CONTRACTOR**

BY: David E. Chardavoyne

David E. Chardavoyne  
General Manager

Date: 3 April 2018

BY: [Signature]

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

Date: 3/22/18

BY: [Signature]

Type Name: ROSEMARIE JONES  
Title: ASSISTANT SECRETARY

Date: 3/22/2018

**MONTEREY COUNTY WATER RESOURCES AGENCY**  
**AGREEMENT FOR PROFESSIONAL SERVICES**  
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\* 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:

Approved as to fiscal provisions:



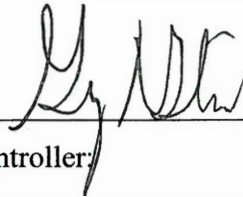
\_\_\_\_\_  
Deputy County Counsel

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

Dated: 3.23.18

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

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



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

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

Dated: 3.28.18

## EXHIBIT A -1 – SCOPE OF WORK

### Phase 1: Long-Term Salinas River Management Plan

#### Task 1 – Project Management and Meetings

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

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

Meeting	No. Mtgs Assumed in Phase 1	Contractor Staff Attending (% of Meetings)	Est. Hrs per Mtg <sup>1</sup>	Notes
LTMP Monthly Coordination	10	Project Manager (100%) Deputy Project Manager (100%) Project Director (75%)	2	These meetings are primarily between the CONTRACTOR and MCWRA staff. Meetings are assumed to occur in person in Salinas (10%) or by conference call (90%)
Program Management (bi-weekly)	20	Project Manager (100%) Project Director (50%) Up to two staff per teaming partner as needed	2	These meetings are for CONTRACTOR coordination and are intended to ensure team members are advancing their respective tasks. Meetings are assumed to occur by conference call (75%) or in-person in Oakland or San Francisco (25%) where much of the team is based
Technical Design Committee (see Task 2.2)	Minimum 4 – Maximum 6	Project Manager (100%) Project Director (100%) One Technical Staff from each teaming partner as needed Lead Facilitator	4	One meeting will be for organization and framing the approach. The subsequent two meetings will be tailored to weigh in to key issues and core components of the plan
Scientific Working Group (see Task 2.2)	Minimum 4 – Maximum 6	Project Manager Technical Staff from each teaming partner as needed Lead Facilitator	2	These two meetings will allow the project team members to interface and confer on the detailed scientific approach with agency staff or other key people to vet data and process
HCP Training Workshop (see Task 2.5)	2	Project Manager (100%) Project Director (100%)	4	CONTRACTOR will deliver custom training sessions in Salinas on the LTMP and HCP process, specific to this project
Phase 1 Internal Scoping Meeting (see Task 3.1)	2	Project Manager Project Director Deputy Project Manager Up to 2 Technical Staff from each teaming partner	6	One meeting is assumed to occur in person in Salinas, with one follow-up meeting by conference call



Meeting	No. Mtgs Assumed in Phase 1	Contractor Staff Attending (% of Meetings)	Est. Hrs per Mtg <sup>1</sup>	Notes
Stakeholder Planning Group (see Task 2.3)	Minimum 3 – Maximum 4	Project Manager Lead Facilitator Associate Facilitator	2	N/A
<b>Total MAXIMUM</b>	<b>50</b>			

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

### Deliverables

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

### Task 2 – Stakeholder Engagement and Participation

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

#### Task 2.1 – Conduct Stakeholder Issue Assessment and Refine Process Design

The CONTRACTOR team, led by Gina Bartlett at CBI, will conduct a stakeholder issue assessment. The purpose is to understand the histories, perspectives, and opinions of a range of stakeholder interests. The primary method will be interviews, in person and on the telephone, individually or in small groups. The assessment findings will be used to refine the proposed stakeholder engagement process, tailoring the scope and composition of the committees and anticipating technical questions and scientific conundrums that stakeholders may identify as part of the process. The CONTRACTOR team will develop a set of interview questions in cooperation with MCWRA staff and an initial list of interviewees. Interviews will be confidential, and the findings will be shared without attribution. The findings will be made available publicly to help inform the work of the project team, the TDC, and the Stakeholder Planning Group.

### Deliverables

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

#### Task 2.2 – Establish and Facilitate Technical Design Committee and Scientific Working Group

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

The CONTRACTOR will establish a smaller advisory SWG as a subset of the TDC. Scientific input and peer review from other hydrology, species, habitat, and technical experts will be sought as needed and approved by the MCWRA and the CONTRACTOR. This external input could prove

valuable on critical elements of the process throughout all development phases. Most input will be solicited informally via telephone conversations and email communications. The CONTRACTOR will facilitate and attend two in person meetings and two (2)–four (4) web based meetings.

*Deliverables*

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

*Task 2.3 – Facilitate Stakeholder Planning Group*

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

*Deliverables*

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

*Task 2.4 – Design and Implement Public Outreach Program*

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

*Deliverables*

- ◆ Communication and Engagement Plan
- ◆ Coordination and attendance at two (2) public workshops
- ◆ Hold minimum of two (2) and maximum of three (3) public webinars

- ◆ Up to three (3) engagement subcommittee conference calls
- ◆ Stakeholder outreach materials (e.g., fact sheets, briefing materials)
- ◆ Two (2) public workshop agendas and up to three (3) webinar agendas
- ◆ Project website

#### *Task 2.5 – HCP Workshops*

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

#### *Deliverables*

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

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

#### *Task 3.1 – Internal Project Scoping Workshop*

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

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

#### *Deliverables*

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

#### *Task 3.2 – Data Gap Assessment*

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

With an understanding of the existing data and models, the CONTRACTOR will identify data gaps which may include specific and pertinent hydrological, ecological, and biological information. Specifically, data gaps may exist for species occurrence and distribution mapping, land cover mapping, project or operations specific data, site-specific topographical or biological survey data, land use and water demand, historical flow data, and water quality data. Once data gaps have been identified, the CONTRACTOR will determine which data gaps are associated with which Phase. The

CONTRACTOR will recommend which data gaps are essential to fill to complete Phase 1, the general methods to fill these gaps (including necessary field work), when the data are needed, and if technical studies may be carried out as part of Task 3.3 to fill the gap. This task will culminate in the preparation of a Data Gap Assessment Memorandum.

*Deliverables*

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

*Task 3.3 – Priority Data Collection and Focused Studies*

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

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

*Deliverables*

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

*Task 3.4 – Develop Initial Permitting Strategy*

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

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

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

### Deliverables

- ◆ Permitting and Compensatory Mitigation Strategy Memorandum that includes:
  - Overview of regulatory processes affecting MCWRA
  - Summary of existing MCWRA permits, coverage and terms
  - Evaluation of streamlined permitting approaches and any bundling opportunities available to MCWRA
  - Summary of compensatory mitigation options available
  - An assessment of the anticipated benefits, range of costs, and schedule typically associated with each permit type including level of effort in implementation (e.g., level of monitoring or reporting typically required for various permit types)
  - A proposed regulatory compliance strategy for the LTMP and HCP
  - Evaluation of CEQA compliance needs and any necessary implementation for the LTMP conducted by Terry Rivasplata

### Task 4 – Prepare Historical and Baseline Conditions Assessment Report

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

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

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

### Deliverables

- ◆ Review the 2009 *Historical Ecology Reconnaissance for the Lower Salinas River*, developed by the San Francisco Estuary Institute (SFEI) in 2009
  - Consult with SFEI to determine if the 2009 study can be expanded and brief memo documenting scope and budget for expansion
- ◆ Draft Historical and Baseline Conditions Assessment Technical Report (report and comments will be incorporated into the LTMP)
  - A summary of historic and existing land use and management actions
  - Physical conditions, including climate, geology, geomorphology, instream flow, surface runoff and erosion, groundwater, and linkages between these conditions
  - A summary of current water quality conditions and contributing factors
  - Biological conditions, including ecoregions, aquatic/terrestrial habitats, riparian habitat, special-status species, and habitat connectivity
  - Linkages between physical and biological conditions
  - Environmental pressures and stressors such as agriculture, development, dams/diversions, invasive species, recreation, infrastructure, and climate change



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

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

### *Task 5.1 – LTMP Annotated Outline*

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

#### *Deliverables*

- ◆ Draft and final annotated LTMP Outline

### *Task 5.2 – Administrative Draft LTMP*

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

- ◆ **Historical and Baseline Conditions**
- ◆ **Data Gap Assessment and Focused Studies**
- ◆ **Goals and Objectives.** The LTMP will identify long-term management goals and objectives which will seek to address issues associated with the following subjects at a minimum:
  - Salinas River Stream Maintenance Program
  - Salinas River Lagoon (including steelhead and tidewater goby rearing habitat, flooding, and sandbar management)
  - Suitability of the OSR for steelhead migration
  - Opportunities for steelhead population enhancement
  - ESA compliance for the MCWRA's O&M activities
  - New project compliance with the ESA
  - Improvement of minimum flows and water quality
- ◆ **Project and Design Strategies**
- ◆ **Environmental Compliance Strategies**
- ◆ **Management Strategy**
- ◆ **Management Strategy Implementation**

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

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

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

#### *Deliverables*

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

## EXHIBIT A-2 – SCOPE OF WORK

### Phase 2: HCP Development

#### Task 1 – Program Management and Meetings

The CONTRACTOR will provide project management services for the HCP, following the process described in Phase 1, Task 1. Specific project management services will include facilitation of the decision-making process through coordination of meetings and conference calls; developing and presenting materials for the HCP team's review, including meeting agendas; facilitating meetings with resource management agencies, as appropriate; coordinating scientific input, advice, and review; managing the consultant team; and providing additional project administration services including budget and personnel management, schedule management, communications protocol, and quality control/assurance.

A summary of anticipated meetings is included below, based on the assumption that HCP development will occur over a 2.5-year timeframe from the start of Phase 2 to a final HCP. This schedule and approach also assumes that Phase 3 will overlap most of Phase 2.

Meeting	No. Mtgs Assumed	Consultant Staff in Attendance (% of Meetings)	Est. Hrs per Mtg <sup>1</sup>	Notes
LTMP Monthly Coordination	30	Project Manager (100%) Project Director (75%)	2	These meetings are primarily between the ICF team and MCWRA staff. Meetings are assumed to occur by conference call.
Program Management (bi-weekly)	60	Project Manager (100%) Project Director (50%) One staff per teaming partner as needed	2	These meeting are for ICF team coordination, and are intended to ensure team members are advancing their respective tasks. Meetings are assumed to occur by conference call (75%) or in-person in Oakland or San Francisco (25%) where much of the team is based
Technical Design Committee	Minimum 12- Maximum 30	Project Manager (100%) Project Director (100%) One staff per teaming partner as needed	4	See Task 2.2 for details.
Scientific Working Group	Minimum 6- Maximum 12	Project Manager Technical Staff as needed	2	See Task 2.2 for details.
<b>Total MAXIMUM</b>	<b>132</b>			

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

#### Deliverables

- ◆ Meeting agendas, materials, and minutes, as needed
- ◆ Monthly invoices including updates on the status of the HCP development process

#### Task 2 – Continued Stakeholder Engagement and Participation

##### Task 2.1 – Facilitate the Stakeholder Planning Group

The CONTRACTOR will continue to facilitate a Stakeholder Planning Group. Stakeholders representing all the major interests in the Salinas River System will have the opportunity to provide



representation on this body, and meetings will be open to the public to promote transparency. The CONTRACTOR will continue to design and facilitate these meetings, documenting the input received, including areas of consensus and divergent opinions to inform HCP development. Stakeholder Planning Group outcomes would be reported and discussed at the TDC as necessary.

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

#### *Deliverables*

- ◆ Facilitate, design, attend and document a minimum of 10 and a maximum of 15 meetings
- ◆ Work plan with meeting topics to document stakeholder group roles
- ◆ Meeting agendas and high-level outcome-oriented summaries

#### *Task 2.2 – Facilitate Technical Design Committee and Scientific Working Group*

During HCP development, the CONTRACTOR will continue to facilitate the TDC in a consensus seeking manner, as a central hub to provide recommendations to MCWRA on core planning elements. The TDC will continue to meet, ranging from monthly to quarterly basis.

The CONTRACTOR will facilitate the smaller advisory SWG as a subset of the TDC. The SWG may include external scientific experts to help support the HCP. Most input from the SWG will be solicited informally via telephone conversations and e-mail communications. In-person meetings of the SWG will be convened as needed to address specific technical challenges and scientific uncertainties (the number and focus of these meetings will be defined at the end of Phase 1).

#### *Deliverables*

- ◆ Facilitate and attend a minimum of 12 and a maximum of 30 meetings
- ◆ Work plan with meeting topics to achieve the necessary outcomes
- ◆ Charter outlining roles, responsibilities, and decision making
- ◆ Meeting agendas and summary of key decisions and action items
- ◆ Memoranda from the CONTRACTOR summarizing issues needing direction from TDC and SWG

#### *Task 2.3 – Public Outreach Program*

The CONTRACTOR will continue to implement a public outreach program to inform the public about HCP development. At the start of Phase 2, the CONTRACTOR will work with MCWRA to evaluate if the Communication and Engagement Plan developed in Phase 1 requires any adjustment to account for specific needs of HCP development and to coordinate public outreach requirements of the CEQA/NEPA process.

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

#### *Deliverables*

- ◆ Revised Communication and Engagement Plan, as needed
- ◆ Stakeholder outreach materials (e.g., fact sheets, briefing materials)
- ◆ Three to five public workshops or webinars
- ◆ Maintenance of project website

### Task 2.4 – Support CEQA/NEPA Public Meeting

The CONTRACTOR and LTMP staff will support the public scoping meeting for the EIR/EIS. Time for the EIR/EIS team leading this task is included in Phase 3. The HCP development team will prepare and present an overview of the proposed LTMP and HCP, including many of the strategic planning items described in Task 4 which will have been reviewed by MCWRA by that time. The public will be encouraged to ask questions and provide comments at these meetings and throughout the entire planning process.

#### Deliverables

- ◆ One scoping meeting to be held in Salinas
- ◆ One scoping meeting to be held in South Monterey County if warranted
- ◆ PowerPoint presentation in support of the EIR/EIS scoping meeting

### Task 3 – LTMP Revisions

#### Task 3.1 – Revise LTMP

As described in Phase 1, Task 5.3, the Public LTMP may include recommendations for additional targeted studies or other analyses. In addition, the public review process for the LTMP and/or development of the HCP or EIR/EIS (Phase 3) may reveal a need to make revisions to the LTMP. The CONTRACTOR will work with MCWRA to identify needs for additional studies and/or analyses, and will update the LTMP based on these needs and as budget allows.

#### Deliverables

- ◆ Revised LTMP, including the technical appendices

### Task 4 – HCP Strategic Planning and Initial Draft Chapters

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

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

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

- |   |   |
|---|---|
| ◆ Executive Summary                                       | ◆ Chapter 9. Costs and Funding            |
| ◆ Chapter 1. Introduction                                 | ◆ Chapter 10. Assurances                  |
| ◆ Chapter 2. Land Use and Covered Activities              | ◆ Chapter 11. Alternatives to Take        |
| ◆ Chapter 3. Existing Conditions                          | ◆ Chapter 12. Literature Cited            |
| ◆ Chapter 4. Assessment of Take                           | ◆ Chapter 13. List of Preparers           |
| ◆ Chapter 5. Conservation Strategy                        | ◆ Appendix A. Glossary                    |
| ◆ Chapter 6. Conditions on Covered Activities             | ◆ Appendix B. Covered Species Profiles    |
| ◆ Chapter 7. Monitoring and Adaptive Management Framework | ◆ Appendix C. Hydrology Model Information |
| ◆ Chapter 8. Implementation                               | ◆ Appendix D. HCP Cost Data and Model     |
|   | ◆ Appendix E. HCP Funding Analysis        |

◆ Appendix F. List of Acronyms

The following subtasks include our proposed strategic planning efforts by topic area.

*Task 4.1. Confirm Covered Activities*

The HCP must identify the activities that could result in take of covered species and that will be covered by the plan. These covered activities should include all the activities, projects, or types of projects that MCWRA undertakes that could have an effect on federal listed species. The CONTRACTOR will assist MCWRA in developing this covered activities list and in determining which activities to specifically exclude from coverage.

*Deliverables*

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

*Task 4.2. Define Permit Area*

The CONTRACTOR will develop the proposed permit area for the HCP. By definition, the HCP permit area will include all areas where covered activities and expected conservation actions will occur that have the potential to affect covered species.

*Deliverables*

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

*Task 4.3. Define Permit Term*

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

*Deliverables*

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

*Task 4.4. Confirm Covered Species*

Covered species are those species that will be listed on the ITP permits issued by the USFWS and NMFS.

*Deliverables*

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

*Task 4.5. Develop Species Profiles*

- ◆ CONTRACTOR will prepare an ecological profile for each covered species that will be covered in the HCP. These species profiles (also called species accounts) provide an important foundation for the HCP impact analysis and conservation strategy.

Draft species profiles will be provided for review by the Steering Committee, wildlife agencies, and stakeholder group to ensure that they are complete and provide an adequate foundation for the HCP impact analysis and conservation strategy. These profiles will not be comprehensive compilations of

all that is known about a species (i.e., not a treatise), but summaries of the important information needed to support an HCP.

*Deliverables*

- ◆ Draft ecological profiles for each covered species using readily available information

*Task 4.6. Develop Species Habitat Distribution Models*

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

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

Species models may not be feasible for all covered species because of a lack of understanding of species habitat requirements, insufficient data, habitat parameters that occur on a scale too fine to map regionally, or a combination of these factors.

*Deliverables*

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

*Task 4.7. Assess Impacts and Level of Take*

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

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

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

### *Deliverables*

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

### *Task 4.8. Develop Biological Goals and Objectives*

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

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

### *Deliverables*

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

### *Task 4.9. Develop Conservation Strategy Framework*

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

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

### *Deliverables*

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

### *Task 4.10. Develop Conservation Strategy and Conservation Alternatives*

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

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

- ◆ USFWS Recovery Plans (e.g., California red-legged frog, California tiger salamander)
- ◆ NMFS South-Central California Steelhead Recovery Plan



- ◆ Practical management experience of local landowners and other local land managers

One key to successful implementation of the HCP will be developing partnerships with landowners, existing organizations, and other local agencies during Plan preparation to facilitate integration of the HCP conservation strategy with existing and planned conservation and management activities in the Salinas River System. This approach will provide opportunities to share knowledge and resources during HCP implementation, thus reducing costs and increasing effectiveness.

#### *Deliverables*

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

#### *Task 4.11. Develop Cost and Funding Plan*

The CONTRACTOR will develop the cost and funding plan for the HCP as required by the ESA. Both the NMFS and USFWS must make findings for permit issuance documenting the adequacy of the cost estimate and funding strategy. All costs of the Plan will be identified and estimated and ensure that appropriate assumptions are used to develop estimates for the cost of:

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

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

#### *Deliverables*

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

#### *Task 4.12. Prepare Monitoring and Adaptive Management Program*

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

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

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

### *Deliverables*

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

#### *Task 4.13. Prepare Implementation Plan, Requested Assurances, and Take Alternatives*

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

- ◆ Which existing or new organization will implement the conservation measures
- ◆ Structure and roles of the existing or new organization that is being created to implement the plan
- ◆ Role of MCWRA and other stakeholders in implementing the plan
- ◆ Role of outside parties (e.g., regulatory agencies, scientists) in implementing the plan
- ◆ Timeline for implementation
- ◆ How conservation measures will be made permanent or durable for the duration of the permits (e.g., conservation easements)
- ◆ Reporting requirements to the regulatory agencies
- ◆ Standards and procedures for amending the plan or the permit, if necessary

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

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

### *Deliverables*

- ◆ Administrative Draft of HCP Chapter 8 *Implementation*
- ◆ Administrative Draft of HCP Chapter 10 *Assurances*
- ◆ Administrative Draft of HCP Chapter 11 *Alternatives to Take*

#### **Task 5 – Develop Habitat Conservation Plan**

##### *Task 5.1. Prepare 1st Administrative Draft HCP*

The CONTRACTOR will prepare the 1st Administrative Draft HCP for review. Some of the administrative draft chapters will have been partially drafted through development of technical components (Task 4), but this task includes development of complete chapters as a single package. This entails completing details of the conservation program and other required components of the document.

### *Deliverables*

- ◆ 1st Administrative Draft HCP document (delivered electronically [by FTP or other file transfer platform] in Word and PDF)

##### *Task 5.2. Prepare 2nd Administrative Draft HCP*

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



### *Deliverables*

- ◆ 2nd Administrative Draft HCP document (delivered electronically [by FTP or other file transfer platform] in Word and PDF).

### *Task 5.3. Prepare Public Draft HCP*

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

### *Deliverables*

- ◆ Two (2) Screencheck Draft HCP documents (delivered electronically [by FTP or other file transfer platform] in Word and PDF); 1 with track changes, 1 clean copy
- ◆ Public Draft HCP document (delivered electronically [by FTP or other file transfer platform] in Word and PDF)

### *Task 5.4. Prepare Response to Public Comments*

Developing responses to comments received during the public review period is primarily a task for the EIR/EIS Phase 3 team. The HCP team will develop draft responses to comments on the HCP and transmit those responses to the USFWS and NMFS for the EIR/EIS team to incorporate into the Final EIR/EIS. This is also a period in which the HCP may change in substantive ways, and these changes will require MCWRA to review, deliberate, and decide on how to address the comments. The CONTRACTOR will support MCWRA in this effort and work closely with MCWRA to update the HCP.

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

### *Deliverables*

- ◆ Response to Comments document (delivered electronically in Word to the USFWS and NMFS for incorporation into the EIR/EIS by the Phase 3 team)
- ◆ Preparation of workshop materials, including agenda, presentation, and meeting minutes

### *Task 5.5. Prepare Administrative Final HCP*

Based on the approach to responding to comments determined in Task 5.4, the CONTRACTOR will revise the Public Draft HCP to develop the Administrative Final HCP for review. The Administrative Final HCP will use the track changes feature to allow decision makers and stakeholders to see how their comments have been incorporated.

### *Deliverables*

- ◆ Administrative Final HCP document (delivered electronically [by FTP or other file transfer platform] in Word and PDF)

### *Task 5.6. Prepare Final HCP*

The CONTRACTOR will revise the Administrative Final HCP to first develop the Screencheck Final HCP and then the Final HCP based on comments received. ICF will prepare two versions of the Screencheck Final, one version with track changes and another clean copy. The CONTRACTOR will revise the Screencheck Final HCP to develop the Final HCP. ICF will prepare two versions of the Final Draft, one internal-only version with track changes and another clean copy for public distribution. The clean copy will be developed to be print ready.

*Deliverables*

- ◆ Two (2) Screencheck Final HCP documents (delivered electronically [by FTP or other file transfer platform] in Word and PDF); 1 with track changes, 1 clean copy
- ◆ Final HCP document (delivered electronically [by FTP or other file transfer platform] in Word and PDF)

**Task 6 – HCP Implementation Activities (Optional)**

*Optional Task 6.1. Prepare Grant Applications*

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

To get to implementation, MCWRA may need to seek a second or third round of funding under the Section 6 Cooperative Endangered Species Conservation Fund's "Nontraditional" Grants for Habitat Conservation Planning Assistance. The CONTRACTOR is available to assist MCWRA in development of the Section 6 Grant Application to fully fund Phase 2 and Phase 3 of the scope of work.

The CONTRACTOR will develop grant applications to support finalization and/or implementation of the HCP or LTMP, as directed by MCWRA and as available budget allows.

*Deliverables*

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

*Optional Task 6.2. Prepare Other Regulatory Documents*

As described in Phase 1, Task 3.4, MCWRA is likely to require permits beyond the HCP to support CWA compliance or Lake and Streambed Alteration Agreements. The scope and scale of the permits listed in Phase 1, Task 3.4, vary greatly. The CONTRACTOR will work with MCWRA during HCP development to identify projects that will require additional permits and prepare additional regulatory documents that are designed to be consistent with, and in support of, the ESA Section 10 permits. The CONTRACTOR will develop permit documents, as directed by MCWRA and as available budget allows.

## EXHIBIT A-3 – SCOPE OF WORK

### Phase 3: CEQA/NEPA Documentation for HCP and LTMP

#### Task 1 – Project Management and Meetings

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

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

Meeting	No. Mtgs Assumed	Contractor Staff in Attendance (% of Meetings)	Est. Hrs per Mtg <sup>1</sup>	Notes
Monthly EIR/EIS Management Meeting	24 <sup>2</sup>	Project Manager (100%) Technical Staff (50%)	2	Meetings are assumed to occur in person in Salinas (50%) or by conference call (50%)
EIR/EIS Specific Issue Meetings	5-10 <sup>2</sup>	Project Manager (100%) Technical Staff (50%)	2	One (1) in person kick-off meeting in Salinas and 10 issue-specific conference calls.
Alternatives Development Meetings with the Lead and Cooperating Agencies <sup>3</sup>	1-3	Project Manager (100%) Deputy Project Manager (100%)	2	The first meeting will be in person in Salinas, and the next two meetings will be conference calls.
Public Scoping Meeting	2	Project Manager Deputy Project Manager	2	Assumed to occur in Salinas and South County
Public Meeting on Draft EIR/EIS	2	Project Manager Deputy Project Manager	2	Assumed to occur in Salinas and in South County.
Board of Supervisors Certification Hearing on Final EIR	2-4+	Project Manager	2	Assumed to occur in Salinas.
<b>Total</b>	<b>34-45+</b>			

<sup>1</sup> Does not include preparation and travel time. The cost estimate assumes most meetings will be attended by two ICF staff.

<sup>2</sup> Assumes review over a 24-month period.

<sup>3</sup> The cost of these meetings are captured under Task 4.2, Proposed Plan and Alternatives.

#### Deliverables

- ◆ Meeting agendas and notes, as needed

#### Task 2 – Notice of Preparation/Notice of Intent (NOP/NOI) and Scoping

##### Task 2.1 – NOP/NOI

The CONTRACTOR will draft a Notice of Preparation (NOP) and Notice of Intent (NOI). The NOP/NOI will include a general description of the HCP, potential alternatives, and a preliminary list of issues to be addressed in the EIR/EIS. We will submit the NOP to the County Clerk and provide a copy of the NOI to NMFS for submittal to the Federal Register. The NOI requires review and

approval by NMFS prior to publication in the Federal Register. Because this process can take up to three months or more, we will expedite review of the NOI through active coordination with NMFS staff and by addressing NMFS comments in a timely manner.

*Deliverables*

- ◆ Draft and Final NOP and NOI

*Task 2.2 – Public Scoping Meeting*

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

*Deliverables*

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

**Task 3 – Data Gathering and Data Needs Assessment**

CONTRACTORS EIR/EIS technical team will review the available background materials to assess where data may be adequate or inadequate to support the EIR/EIS analysis. Based in part on the LTMP Data Gap Assessment (Phase 1, Task 3), CONTRACTOR will provide a memorandum describing data gaps, if any, relevant to the EIR/EIS analysis. The memorandum will list background materials provided, materials to be provided by MCWRA and NMFS or USFWS, and materials to be acquired from other sources.

*Deliverables*

- ◆ Memorandum describing any data gaps relevant to the EIR/EIS analysis

**Task 4 – Prepare Draft Chapters of the EIR/EIS**

The CONTRACTOR will prepare preliminary drafts of the EIR/EIS chapters described below. Preliminary draft EIR/EIS chapters will be submitted to MCWRA and the NMFS for review prior to assembling the Administrative Draft EIR/EIS.

*Task 4.1 – Purpose and Need/Objectives*

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

*Deliverables*

- ◆ Preliminary draft of Chapter 1, *Purpose and Need*, of the EIR/EIS for review by MCWRA and NMFS

#### *Task 4.2 – Proposed Plan and Alternatives*

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

##### *Deliverables*

- ◆ Three meetings to formulate 2 action alternatives for analysis
- ◆ Preliminary draft of Chapter 2, *Proposed Plan and Alternatives*, of the EIR/EIS by email for review by MCWRA and NMFS

#### *Task 4.3 – Environmental Setting, Impacts, and Mitigation Measures*

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

A preliminary list of resource topics anticipated to be addressed in the EIR/EIS include the following:

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

##### *Assumptions*

- ◆ The cumulative impacts analysis will consider reasonably foreseeable projects and planning efforts.

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

Site reconnaissance and visual rendering or photo simulations will not be needed to perform the aesthetic analysis. We assume that existing photographic documentation will be made available by others or collected remotely from existing sources.

#### *Deliverables*

- ◆ Preliminary draft of Chapter 3, *Environmental Setting, Impacts, and Mitigation Measures*, of the EIR/EIS by email for review by MCWRA and the NMFS

#### *Task 4.4 – Miscellaneous Sections*

In addition to the sections described in Task 4.1 to 4.3 above, the EIR/EIS will include the following additional introductory and conclusory sections:

- ◆ **Cover Sheet** that includes lead agencies and CEQA responsible agency; the title of the document; the project location; name, address, and telephone number of each lead agency contact person; one paragraph abstract; and date comments must be received and information on where to submit them
- ◆ **Executive Summary** that will include the major conclusions of the EIS/EIR; a table summarizing the no-action and the action alternatives, including the impacts; mitigation measures presented in the EIS/EIR; a summary of issues raised by the public; areas of controversy, and issues to be resolved including the choice among alternatives
- ◆ **Table of Contents** that clearly directs the structure of the document, including appendices
- ◆ **Introduction** that clearly directs the reader on how to find information in the EIS/EIR. The Introduction will provide a brief overview of the Plan Area, explain the roles of the CEQA and NEPA lead agencies and the legal authorities guiding each, and explain the relationship between the HCP and the EIS/EIR. This section will also describe the scope and intent of the EIS/EIR.
- ◆ **Cumulative impacts** of the proposed action. Cumulative impacts will be assessed based on specific criteria for cumulative projects established at the outset of the analysis. The cumulative analysis will consider any major projects currently under review by MCWRA.
- ◆ The EIS/EIR will also include a list of agencies and persons contacted, references, a list of preparers, acronyms and glossary, and technical appendices, as needed to support the EIR/EIS.

#### *Deliverables*

- ◆ Preliminary drafts of the cover sheet, executive summary, table of contents, introduction, and cumulative impacts analysis of the EIR/EIS by email for review by MCWRA and the NMFS



### **Task 5 – Administrative Draft EIR/EIS**

Following review of the EIR/EIS components described in Task 4 above, a complete Administrative Draft EIR/EIS will be prepared and submitted to the lead agencies for review and comment. Preparation of the Administrative Draft EIS/EIR will include a review of the document in its entirety for consistency of format, terminology, and approach.

#### *Deliverables*

- ◆ Administrative Draft EIR/EIS, including the technical appendices

### **Task 6 – Screencheck Draft EIR/EIS**

Following review and response to lead agency comments on the Administrative Draft EIR/EIS, a Screencheck Draft EIR/EIS will be prepared and submitted to the lead agencies for review and comment.

#### *Deliverables*

- ◆ Screencheck Draft EIR/EIS, including the technical appendices

### **Task 7 – Public Draft EIR/EIS and Public Comment Meetings**

#### *Task 7.1 – Public Draft EIR/EIS*

Following review and response to lead agency comments on the Screencheck Draft EIR/EIS, a Public Draft EIR/EIS will be prepared and circulated for review.

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

#### *Deliverables*

- ◆ Public Draft EIR/EIS, including the technical appendices

#### *Task 7.2 – Public Comment Meeting*

The CONTRACTOR will organize, prepare for, and facilitate two public meetings on the Draft EIR/EIS, one in Salinas and one in South County. We will also prepare notices and meeting materials to support the public meetings and retain a professional videographer to record the meetings.

#### *Deliverables*

- ◆ Public meeting on EIR/EIS
- ◆ Summary of comments received at public meetings in Word and PDF format

### **Task 8 – Final EIR/EIS**

#### *Task 8.1 – Response to Comments*

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

#### *Deliverables*

- ◆ Draft and Final Responses to Comments



### *Task 8.2 – Administrative Draft Final EIR/EIS*

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

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

#### *Deliverables*

- ◆ Administrative Draft Final EIR

### *Task 8.3 – Screencheck Final EIR/EIS*

The CONTRACTOR will revise the Administrative Draft Final EIR/EIS based on comments from MCWRA and the NMFS and will prepare a Screencheck Final EIR/EIS for final review by MCWRA and the NMFS.

#### *Deliverables*

- ◆ Screencheck Final EIR/EIS

### *Task 8.4 – Prepare and Distribute Final EIR/EIS*

The CONTRACTOR will revise the Screencheck Final EIR/EIS based on comments from MCWRA and the NMFS and prepare the Final EIR/EIS for distribution. CONTRACTOR will prepare the associated decision documents (see Task 8.5).

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

#### *Deliverables*

- ◆ Paper copies (including all appendices) of the Final EIR/EIS (number to be determined prior to Phase 3)
- ◆ PDF and Word Files of the Final EIR for MCWRA records

### *Task 8.5 – Prepare EIR/EIS Decision Documents*

The CONTRACTOR will assist MCWRA with preparation of CEQA decision documents, including Findings of Fact and Statement of Overriding Considerations, if necessary; the MMRP; and the Notice of Decision. We will also assist NMFS and USFWS with their NEPA Records of Decision (RODs), including alternatives considered, environmental analysis, comments on the EIR/EIS, and mitigation. It is assumed that NMFS and USFWS will publish their RODs in the Federal Register. Furthermore, the CONTRACTOR will support the MCWRA in preparation of materials for public hearings and Board of Supervisors meetings. CONTRACTOR is available to attend meetings upon request from MCWRA.

#### *Deliverables*

- ◆ Draft and final CEQA and NEPA decision documents



## Exhibit B – Budget

MCWRA shall pay to CONTRACTOR the up to a total of \$748,976 for Phase 1 (see Exhibit A-1). Should MCWRA authorize future and subsequent phases of this project, under this or a future Agreement, (see Exhibit A-2 and A-3) the maximum amount payable to the Contractor for this project in the aggregate is Three million one hundred twenty-eight thousand nine hundred and seventy-six dollars (\$3,128,976).

### PHASE 1 Long-term Salinas River Management Plan

The estimated cost to complete Phase 1 is \$748,976. (See attached spreadsheet). Travel will be reimbursed in accordance with Monterey County Travel and Business Expense Reimbursement Policy and the State Coastal Conservancy Travel Guidelines. If discrepancies exist between the two, the most stringent will apply.

### PHASE 2 Habitat Conservation Plan

The estimated cost to complete Phase 2 is \$1,485,000. Travel will be reimbursed in accordance with Monterey County Travel Guidelines.

TASK	ESTIMATED COST
Task 1. Project Management and Meetings	\$130,000
Task 2. Stakeholder Engagement and Participation	\$260,000
Task 3. LTMP Revisions	\$190,000
Task 4. HCP Strategic Planning	\$200,000
Task 5. Develop Habitat Conservation Plan	\$545,000
Task 6. HCP Implementation Activities	\$160,000
<b>TOTAL</b>	<b>\$ 1,485,000</b>

### PHASE 3 NEPA/CEQA for Habitat Conservation Plan

The estimated cost to complete Phase 3 is \$895,000. Travel will be reimbursed in accordance with Monterey County Travel Guidelines.

TASK	ESTIMATED COST
Task 1. Project Management and Meetings	\$120,000
Task 2. Notice of Preparation/Notice of Intent	\$45,000
Task 3. Data Gathering and Needs Assessment	\$35,000
Task 4. Prepare Draft Chapters of EIR/EIS	\$365,000
Task 5. Administrative Draft EIR/EIS	\$65,000
Task 6. Screencheck Draft EIR/EIS	\$35,000
Task 7. Public Draft EIR/EIS	\$60,000
Task 8. Final EIR/EIS	\$170,000
<b>TOTAL</b>	<b>\$895,000</b>



## ICF Rates

### CONTRACTOR Rates by Labor Category

<b>LABOR CATEGORY</b>	<b>HOURLY RATE (\$)</b>
Senior Project Director	295
Project Director	240
Technical Director	240
Managing Consultant	195
Senior Consultant III	185
Senior Consultant II	160
Senior Consultant I	150
Associate Consultant III	140
Associate Consultant II	130
Associate Consultant I	120
Editor	115
Publications Specialist	95

These labor categories and rates apply only to ICF staff, not to sub-consultants. ICF will increase rates by 3 percent for work in each new year starting in 2019, taking effect on January 1 of each year.

**EXHIBIT C**  
**Electronic Deliverables**

Where feasible, all document resulting from activities specified in Exhibit A shall be provided by Contractor to the Agency in electronic format. Electronic format shall conform to those listed below:

Text – MS Word

Spreadsheet – MS Excel

Geospatial data – Compatible with ESRI software

Auto CAD – DXF or DWG files in AutoCAD version 2010 or later

Other programs – consult with Agency staff on required output

Upon approval of the Agency, final documents may be provided in PDF format if free from formatting, font and resolution problems that prevent document legibility.



EXHIBIT D  
Travel Reimbursement

Travel reimbursements will be made in accordance with the attached County of Monterey Travel and Business Expense Reimbursement Policy and the California State Coastal Conservancy guidelines.



## Grantees and Contractors: Invoicing the State Coastal Conservancy

Prior to preparing or submitting an invoice, please consult the language of your grant agreement/contract, including the sections entitled “Conditions Precedent to Disbursement” (grant agreement only) and “Cost and Disbursements,” for directions on whether a ten percent withholding is required, when disbursement may be requested, when final disbursement may be requested, whether additional documents are required, etc. If you have questions, please call your Conservancy Project Manager or the Contracts Manager at (510) 286-1015.

### General Instructions:

1. Invoices to the State Coastal Conservancy must be submitted using the “Request for Disbursement” form.
2. Do not invoice for work and/or expenses undertaken **before the “start date”** (if not otherwise specified, this is the date the agreement was fully executed) or **after the “completion date”** of the grant agreement/contract unless special provision/arrangements exist in the grant agreement/contract language.
3. Typical grant agreements and contracts call for invoices no more frequently than monthly and no less frequently than quarterly.
4. The amounts invoiced must be consistent with the **work plan** approved by the Project Manager or included in the contract. On the first page of the Request for Disbursement form, itemize costs by tasks and budget items identified in the approved work plan.
5. Grantees must provide **back-up documentation for all expenses and subcontracts**.
6. Attach a **progress report** for work performed during the billing period.
7. The Conservancy cannot pay for any **conference, training or seminar fees, or registrations**. The Conservancy cannot pay for **food, drinks, or snacks**.
8. If allowed in the approved work plan, Conservancy funds may be used to pay for **travel expenses** consistent with the state’s travel reimbursement information provided below. Travel expenses in excess of these rates will not be reimbursed.
9. Generally, Conservancy funds may not be used to purchase **equipment**, such as furniture, computers, phones, etc. If you believe a piece of equipment is directly related to carrying out a grant’s purposes, check with your Conservancy project manager *before* you purchase the item to ensure that it is appropriate under the grant agreement/contract.

1330 Broadway, 13<sup>th</sup> Floor  
Oakland, CA 94612-2530  
510-286-1015 Fax: 510-286-0470

Detailed instructions for completing the Request for Disbursement form:

Side 1

- Fill in each space in the top section completely. Write the “**Agreement Number**” exactly as it appears on the agreement/contract cover sheet.
- The “Work Plan Task Number and Name” column should correspond to the tasks in the Work Plan approved by the Project Manager or to those provided in the contract.
- The “Task Budget” column should correspond to the project budget in the Work Plan approved by the Project Manager or as provided in the contract.
- The “Costs Incurred This Period” should correspond to the amount being invoiced for each task for the time period covered by the invoice.
- The “Total Cost To Date” is the total of all previous billings including the “Cost of Project This Period”.
- The “Remaining Balance” column refers to the “Task Budget” minus the “Total Cost To Date” column.
- Deduct ten percent (10%) as withholding (if applicable) from the sum of all costs of project this period and write down the net amount in the “Total Amount Requested”.
- **An original signature is required** in the “Certification of Grantee/Contractor”, preferably in blue ink. Please print or type name, title, and date. **Emailed, Faxed, or Xerox copies of the Request for Disbursement are NOT acceptable.**

Side 2

The Grand Total (Subtotals A+B+C) should equal the “Total Cost of Project This Period” on Side 1.

**GRANTEE/CONTRACTOR DIRECT EXPENDITURE:** This refers to the direct expenditures that the Grantee/Contractor actually incurred for Materials, Equipment and Labor, excluding expenditure to subcontractors.

- **Materials and Equipment (A):** Items in this section refer to project implementation materials, travel costs, rental equipment, or costs of operating Grantee’s/Contractor’s own equipment (generally, State funds may not be used to purchase equipment). **Provide back-up documentation (such as receipts) for ALL expenses, including travel.** If there are small receipts, tape them to a blank piece of paper and label them. Expenses associated with equipment owned by the grantee/contractor (such as photocopies) need to be supported by a spreadsheet or log. Travel expenses need to follow the attached travel reimbursement information.
- **Labor (B):** This refers to salaries, benefits, etc. of Grantee’s/Contractor’s own personnel. When invoicing for **labor costs**, include staff position, hourly wage, number of hours and the total costs. Staff positions and hourly rates must match what is in the contract or work program.

**SUB-CONTRACTOR’S EXPENDITURE (C):** This refers to Grantee’s/Contractor’s payments to consultants, construction firms, etc. with which the Grantee/Contractor has entered into approved contracts for performance of work under the agreement. **Provide back-up documentation for subcontractor’s expenditures.** Subcontractor back-up documentation must include a short description of tasks performed, breakdown of labor costs, and back-up documents for any invoiced expenses.

**Travel Reimbursement Information**  
(Mileage Reimbursement Rate Effective 7-1-2013)

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.
  - a. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/excluded state employees.
  - b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract or subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of assignments. Headquarters may be individually established for each traveler.
  - c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on Page 4 of this document to determine the reimbursement allowance. All lodging reimbursement claims must be supported by a receipt\*. If a contractor does not or cannot present receipts, lodging expenses will not be reimbursed.

(1) Lodging (with receipts\*):

Travel Location / Area	Reimbursement Rate
Statewide (excluding the counties identified below)	\$ 90.00 plus tax
Counties of Napa, Riverside and Sacramento	\$ 95.00 plus tax
Counties of Los Angeles, Orange, Ventura, excluding city of Santa Monica	\$120.00 plus tax
Counties of Alameda, Monterey, San Diego, San Mateo, and Santa Clara	\$125.00 plus tax
County of San Francisco and City of Santa Monica	\$150.00 plus tax

\*Receipts from Internet lodging reservation services such as Priceline.com which require prepayment for that service ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment.

- (2) Meal/Supplemental Expenses: With substantiating receipts, a contractor may claim actual expenses incurred up to the following maximum reimbursement rates for each full 24-hour period of travel.

Meal / Expense	Reimbursement Rate
Breakfast	\$ 8.00
Lunch	\$ 12.00
Dinner	\$ 20.00
Incidental expenses	\$ 6.00

- d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the Conservancy's Executive Officer. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and incidental expenses for each 24-hour period computed at the rates listed in 1.c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior Conservancy written approval.
  - e. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.
2. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation

for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.

3. **Note on use of autos:** If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be **55.5 cents** maximum per mile. If a contractor uses his/her or a company car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.
4. The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.

**Per Diem Reimbursement Guide**

Length of travel period	And this condition exists...	Meal allowed with receipt
Less than 24 hours	<ul style="list-style-type: none"> <li>• Trip begins at or before 6:00 a.m. and ends at or after 9:00 a.m. ....</li> <li>• Trip ends at least one hour after the regularly scheduled workday ends or begins at or before 4:00 p.m. and ends after 7:00 p.m.....</li> </ul> <p><b><i>Lunch or incidentals cannot be claimed on one-day trips.</i></b></p>	Breakfast  Dinner
24 hours or more	<ul style="list-style-type: none"> <li>• Trip begins at or before 6:00 a.m.....</li> <li>• Trip begins at or before 11:00 a.m.....</li> <li>• Trip begins at or before 5:00 p.m. ....</li> </ul>	Breakfast  Lunch  Dinner
More than 24 hours	<ul style="list-style-type: none"> <li>• Trip ends at or after 8:00 a.m.....</li> <li>• Trip ends at or after 2:00 p.m.....</li> <li>• Trip ends at or after 7:00 p.m.....</li> </ul>	Breakfast  Lunch  Dinner
<p>The following meals may <b>not</b> be claimed for reimbursement: meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and/or continental breakfasts such as rolls, juice, and coffee are not considered to be a meal.</p> <p>No meal expense may be claimed for reimbursement more than once in any given 24-hour period.</p>		